



CITY COUNCIL REGULAR MEETING AGENDA

AUGUST 14, 2025 AT 9:00 AM

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

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

ADDRESSING THE CITY COUNCIL:

Agenda Items: Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a one-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.

Public Comments (Non-Agenda Items): Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a one-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the City Council.

At the time of publication, no Councilmembers intend 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 Councilmember 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: 265 223 352 585 6

Meeting Passcode: R67db9uG

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 870 678 184#

AMERICANS WITH DISABILITIES ACT:

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

AGENDAS AND OTHER WRITINGS:

In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR**

- 6.1. Consideration of the Register of Demands for August 14, 2025

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

- 6.2. Consideration of the Statement of Investment Policy

RECOMMENDED ACTION: Approve the Investment Policy

- 6.3. Consideration of a License Agreement with the City of La Puente, for access to Assessor's Parcel No. 8208-025-943, for a community event

RECOMMENDED ACTION: Approve the License Agreement, and La Puente shall require all vendors to execute a waiver releasing the City from all liability

- 6.4. Consideration of Resolution No. CC 2025-33 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RATIFYING DONATIONS TOTALING FORTY-NINE THOUSAND SIX HUNDRED FIFTY-SIX DOLLARS AND SEVENTY-FIVE CENTS (\$49,656.75) TO VARIOUS ENTITIES FOR THE COST OF HOSTING EVENTS AT THE EXPO CENTER

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-33

- 6.5. Second reading and adoption of Ordinance No. 837, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADDING SECTION 15.28.200 (FIRE HAZARD SEVERITY ZONES) TO CHAPTER 15.28 (FIRE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CITY OF INDUSTRY MUNICIPAL CODE, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: Adopt Ordinance No. 837

- 6.6. Consideration of Amendment No. 2 to the Betterment Agreement regarding the Installation of Improvements on Fullerton Road in conjunction with the Fullerton Road Grade Separation project at the Union Pacific Railroad Los Angeles subdivision, by the Alameda Corridor-East Construction Authority, on behalf of the City of Industry (MP 99-60 #10)

RECOMMENDED ACTION: Approve the Agreement

- 6.7. Consideration of Amendment No. 2 to the Professional Services Agreement with Actum-E, LLC, for public relations consulting services, revising the name of the Consultant, increasing compensation by \$40,000.00, and updating the rate schedule

RECOMMENDED ACTION: Approve Amendment No. 2.

- 6.8. Consideration of Award of Contract No. CITY-1528R, Annual Pavement Rehabilitation FY 23 to Sequel Contractors, Inc., in an amount not to exceed \$6,048,299.25, and adopt Notice of Exemption regarding same

RECOMMENDED ACTION: RECOMMENDED ACTION: Award the Contract No. CITY-1528R, Annual Pavement Rehabilitation FY 23 to Sequel Contractors, Inc., in an amount not to exceed \$6,048,299.25

- 6.9. Consideration of a Cooperative Agreement with the County of Los Angeles and the City of Walnut for the Valley Boulevard Rehabilitation from Suzanne Road to 970 feet north of Somerset Drive Project

RECOMMENDED ACTION: RECOMMENDED ACTION: Approve the Agreement

7. ACTION ITEMS-NONE

8. PUBLIC HEARINGS - NONE

9. CLOSED SESSION

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

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

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

9.4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Legacy Point, LLC
Los Angeles County Superior Court Case No. 25STCV03679

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

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

Property:	15550 Tonner Canyon Rd.APN 306-021-02
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	USA BMX, Shane Fernandez

Under Negotiation:	Price and terms of payment
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10. CITY MANAGER REPORTS

11. AB 1234 REPORTS

12. CITY COUNCIL COMMUNICATIONS

13. PUBLIC COMMENTS

14. Adjournment. The next regular City Council Meeting is Thursday, August 28, 2025, at 9:00 AM.

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF AUGUST 14, 2025**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	5,430,130.83
103	PROP A FUND	52,203.97
107	MEASURE W FUND	12,710.00
120	CAPITAL IMPROVEMENTS	2,260,444.74
440	INDUSTRY PUBLIC FACILITY AUTHORITY	2,000.00
TOTAL ALL FUNDS		7,757,489.54

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	3,249,830.18
PROP/A	PROP A - CKING ACCOUNT	52,203.97
M/W	MEASURE W - CKING ACCOUNT	12,710.00
WFBK	WELLS FARGO - CKING ACCOUNT	4,442,745.39
TOTAL ALL BANKS		7,757,489.54

APPROVED PER CITY MANAGER



DATE



**CITY OF INDUSTRY
BANK OF AMERICA
August 14, 2025**

P. 1

Check	Date	Payee Name		Check Amount
CITYGEN.CHK - City General				
WT1428	06/04/2025	JOHN HANCOCK USA		\$6,682.53
	Invoice	Date	Description	Amount
	5/10/25-5/23/25	06/04/2025	PARS CONTRIBUTIUONS FOR 5/10/25-5/23/25	\$6,682.53
WT1429	06/16/2025	MIDAMERICA ADMINISTRATIVE & RET		\$91,663.25
	Invoice	Date	Description	Amount
	JUL/AUG2025	06/16/2025	RETIREE HEALTH PREMIUM REIMBURSEMENTS	\$91,663.25
WT1430	07/17/2025	CAL-PERS		\$71,484.40
	Invoice	Date	Description	Amount
	AUG-25	07/17/2025	CALPERS MEDICAL PREMIUM FOR AUGUST 2025	\$71,484.40
24606	07/24/2025	CITY OF INDUSTRY		\$3,080,000.00
	Invoice	Date	Description	Amount
	7/24/2025	07/24/2025	TRANSFER FUNDS-CITY REG 7/24/25	\$3,080,000.00

Checks	Status	Count	Transaction Amount
	Total	4	\$3,249,830.18

CITY OF INDUSTRY
PROP A
August 14, 2025

P. 2

Check	Date	Payee Name		Check	Amount
PROPA.CHK - Prop A Checking					
90702	07/23/2025	WALNUT VALLEY WATER DISTRICT			\$37.15
	Invoice	Date	Description	Amount	
	5377174	07/09/2025	6/1-6/30/25 SVC-PLATFORM METROLINK BREA CYN	\$37.15	
90703	07/30/2025	WALNUT VALLEY WATER DISTRICT			\$370.33
	Invoice	Date	Description	Amount	
	5376218	07/08/2025	6/1-6/30/25 SVC-IRR-METROLINK STN SPANISH LN	\$370.33	
90704	08/06/2025	SOUTHERN CALIFORNIA EDISON			\$219.24
	Invoice	Date	Description	Amount	
	2026-00000186	07/23/2025	6/20-7/22/25 SVC-600 S BREA CYN RD B	\$219.24	
90705	08/14/2025	CNC ENGINEERING			\$43,021.25
	Invoice	Date	Description	Amount	
	513044	07/31/2025	ANNUAL BUS STOP ADA IMPROVEMENTS	\$17,466.25	
	513045	07/31/2025	METROLINK STATION COMMUTER RAIL STATION	\$370.00	
	513046	07/31/2025	FULLERTON RD GRADE SEPARATION	\$15,255.00	
	513047	07/31/2025	FAIRWAY DR GRADE SEPARATION	\$4,567.50	
	513048	07/31/2025	TURNBULL CYN GRADE SEPARATION	\$5,362.50	
90706	08/14/2025	INDUSTRY SECURITY SERVICES			\$8,556.00
	Invoice	Date	Description	Amount	
	SG-ML-2048	07/25/2025	SECURITY SVC-METROLINK	\$2,852.00	
	SG-ML-2047	07/18/2025	SECURITY SVC-METROLINK	\$2,852.00	
	SG-ML-2049	08/01/2025	SECURITY SVC-METROLINK	\$2,852.00	

CITY OF INDUSTRY
PROP A
August 14, 2025

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Check	Date	Payee Name	Check Amount
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PROPA.CHK - Prop A Checking

Checks	Status	Count	Transaction Amount
	Total	5	\$52,203.97

CITY OF INDUSTRY
MEASURE W
August 14, 2025

Check	Date			Payee Name	Check Amount
MEASUREW.WF.CHK - Measure W Wells Fargo Checking					
300167	08/14/2025			CASC ENGINEERING AND CONSULTIN	\$3,410.00
	Invoice	Date	Description	Amount	
	53615	06/30/2025	NPDES CONSULTING SVC	\$3,410.00	
300168	08/14/2025			CNC ENGINEERING	\$9,300.00
	Invoice	Date	Description	Amount	
	513043	07/31/2025	FOUR GRADE SEPARATION PUMP STATIONS	\$9,300.00	

Checks	Status	Count	Transaction Amount
	Total	2	\$12,710.00

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
August 14, 2025

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
WT10078	06/17/2025	CALIFORNIA DEPT OF TAX AND FEE A		\$9,957.00
	Invoice	Date	Description	Amount
	0-050-385-009	07/17/2025	SALES AND USE TAX FY 24/25	\$9,957.00
WT10079	07/24/2025	WELLS FARGO		\$13,240.56
	Invoice	Date	Description	Amount
	6/3-7/3/25-J	07/03/2025	CREDIT CARD EXPENSE P/E 7/3/25-JOSH	\$2,467.16
	6/3-7/3/25-S	07/03/2025	CREDIT CARD EXPENSE P/E 7/3/25-SAM	(\$125.88)
	6/3-7/3/25-V	07/03/2025	CREDIT CARD EXPENSE P/E 7/3/25-VERONICA	\$10,899.28

Checks	Status	Count	Transaction Amount
	Total	2	\$23,197.56

**CITY OF INDUSTRY
WELLS FARGO BANK
August 14, 2025**

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Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
85600	07/23/2025	AIRESPRING INC			\$1,361.33
	Invoice	Date	Description	Amount	
	199009106	07/16/2025	INTERNET SVC-HOMESTEAD	\$1,361.33	
85601	07/23/2025	FIDELITY SECURITY LIFE INSURANCE			\$1,182.56
	Invoice	Date	Description	Amount	
	166889784	07/01/2025	VISION PREMIUM FOR JULY 2025	\$1,182.56	
85602	07/23/2025	HUMANA INSURANCE COMPANY			\$6,566.83
	Invoice	Date	Description	Amount	
	389690212	07/13/2025	DENTAL PREMIUM FOR AUGUST 2025	\$6,566.83	
85603	07/23/2025	MUTUAL OF OMAHA - PAYMENT PROC			\$8,745.65
	Invoice	Date	Description	Amount	
	1924442611	07/17/2025	LIFE INS PREMIUM FOR AUGUST 2025	\$8,745.65	
85604	07/23/2025	NORTH STAR LAND CARE			\$27,722.75
	Invoice	Date	Description	Amount	
	#1CITY-1539	05/31/2025	TREE REMOVAL ON BOY SCOUT RESERVATION-TONN	\$27,722.75	
85605	07/23/2025	UNUM LIFE INSURANCE COMPANY OF			\$8,735.20
	Invoice	Date	Description	Amount	
	8/1-8/31/25	07/18/2025	LONG TERM CARE PREMIUM FOR AUGUST 2025	\$8,735.20	
85606	07/23/2025	INDUSTRY PUBLIC UTILITY COMMISSI			\$27,969.45
	Invoice	Date	Description	Amount	
	2026-00000099	07/14/2025	6/1-7/1/25 SVC-600 BREA CYN	\$14,063.71	

**CITY OF INDUSTRY
WELLS FARGO BANK
August 14, 2025**

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00000100	07/14/2025	6/1-7/1/25 SVC-600 S BREA CYN RD CHARGING STN	\$13,469.22
	2026-00000101	07/14/2025	6/1-7/1/25 SVC-16296 TEMPLE AVE - A	\$12.92
	2026-00000102	07/14/2025	6/1-7/1/25 SVC-19296 TEMPLE AVE - B	\$423.60
85607	07/23/2025		ROWLAND WATER DISTRICT	\$2,602.63
	Invoice	Date	Description	Amount
	2026-00000089	07/02/2025	5/27-6/24/25 SVC-AZUSA AVE	\$99.03
	2026-00000090	07/02/2025	5/27-6/24/25 SVC-AZUSA AVE- CENTER	\$116.66
	2026-00000091	07/02/2025	5/27-6/24/25 SVC-930 S AZUSA AVE	\$865.39
	2026-00000092	07/02/2025	5/27-6/24/25 SVC-17401 E VALLEY BLVD	\$919.16
	2026-00000093	07/02/2025	5/27-6/24/25 SVC-18044 ROWLAND ST	\$157.00
	2026-00000094	07/02/2025	5/27-6/24/25 SVC-HURLEY ST & VALLEY BLVD	\$445.39
85608	07/23/2025		SOUTHERN CALIFORNIA EDISON	\$1,094.90
	Invoice	Date	Description	Amount
	2026-00000087	07/09/2025	6/1-6/30/25 SVC-600 S BREA CYN-METROLINK	\$109.46
	2026-00000088	07/10/2025	6/5-7/7/25 SVC-VARIOUS SITES	\$44.05
	2026-00000095	07/08/2025	6/5-7/7/25 SVC-1123 HATCHER AVE STE-A	\$749.36
	2026-00000096	07/11/2025	6/10-7/10/25 SVC-122 N PUENTE AVE U1	\$13.96
	2026-00000097	07/11/2025	6/10-7/10/25 SVC-575 BALDWIN PARK BLVD U	\$114.12
	2026-00000098	07/11/2025	6/10-7/10/25 SVC-122 N PUENTE AVE U1 PED	\$63.95
85609	07/23/2025		T-MOBILE	\$117.00
	Invoice	Date	Description	Amount
	983372277-36	07/11/2025	6/1-6/30/25 SVC-YAL & TONNER CYN HOT SPOT	\$117.00
85610	07/23/2025		THREE VALLEYS MUNICIPAL WATER I	\$2,675.43

**CITY OF INDUSTRY
WELLS FARGO BANK
August 14, 2025**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	6751	06/30/2025	6/1-6/30/25 SVC-TONNER CYN	\$2,675.43
85611	07/23/2025	VERIZON BUSINESS		\$145.41
	Invoice	Date	Description	Amount
	61405149	07/10/2025	6/1-6/30/25 SVC-VARIOUS SITES	\$145.41
85612	07/23/2025	WALNUT VALLEY WATER DISTRICT		\$3,501.58
	Invoice	Date	Description	Amount
	5376246	07/08/2025	6/1-6/30/25 SVC-IRR 820 FAIRWAY DR	\$87.65
	5376297	07/08/2025	6/1-6/30/25 SVC-LEMON AVE N OF CURRIER RD	\$112.77
	5376412	07/08/2025	6/1-6/30/25 SVC-60 FWY INTERCHANGE FAIRWAY DR	\$42.47
	5376332	07/08/2025	6/1-6/30/25 SVC-BREA CYN RD & OLD RANCH RD	\$62.23
	5376348	07/08/2025	6/1-6/30/25 SVC-FERRERO & GRAND EAST RAMP	\$1,023.97
	5376393	07/08/2025	6/1-6/30/25 SVC-21350 VALLEY-MEDIAN	\$54.25
	5376394	07/08/2025	6/1-6/30/25 SVC-GRAND CROSSING EAST	\$78.19
	5376395	07/08/2025	6/1-6/30/25 SVC-GRAND CROSSING WEST	\$102.13
	5376396	07/08/2025	6/1-6/30/25 SVC-BAKER PKWY & GRAND N/W CNR	\$1,066.53
	5376403	07/08/2025	6/1-6/30/25 SVC-E/S GRAND S/O BAKER PKWY	\$140.85
	5376409	07/08/2025	6/1-6/30/25 SVC-BREA CYN N OF RR TRKS	\$401.57
	5376410	07/08/2025	6/1-6/30/25 SVC-BREA CYN N OF CURRIER	\$100.99
	5377175	07/09/2025	6/1-6/30/25 SVC-PUMP STN BREA CYN	\$37.15
	5377155	07/09/2025	6/1-6/30/25 SVC-PUMP STN N/W CHERYL LN/MAYO	\$51.59
	5377422	07/09/2025	6/1-6/30/25 SVC-1004 FAIRWAY DR GRADE SEP	\$51.59
	5377408	07/09/2025	6/1-6/30/25 SVC-NOGALES PUMP STN	\$87.65
85613	07/30/2025	FRONTIER		\$734.28

**CITY OF INDUSTRY
WELLS FARGO BANK
August 14, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2026-00000153	07/10/2025	7/10-8/9/25 SVC-600 BREA CYN RD	\$358.48
	2026-00000165	07/16/2025	7/16-8/15/25 SVC-PH AUTO PLAZA	\$261.15
	2026-00000166	07/16/2025	7/16-8/15/25 SVC-BREA CYN PUMP STN	\$114.65
85614	07/30/2025		SAN GABRIEL VALLEY WATER CO.	\$1,294.45
	Invoice	Date	Description	Amount
	2026-00000154	07/16/2025	6/12-7/15/25 SVC-14329 VALLEY	\$1,248.72
	2026-00000168	07/17/2025	6/16-7/16/25 SVC-336 EL ENCANTO	\$45.73
85615	07/30/2025		SOCALGAS	\$49.51
	Invoice	Date	Description	Amount
	2026-00000169	07/17/2025	6/13-7/15/25 SVC-610 S BREA CYN	\$17.95
	2026-00000170	07/17/2025	6/13-7/15/25 SVC-1004 U FAIRWAY DR	\$15.78
	2026-00000173	07/23/2025	6/19-7/21/25 SVC-13756 VALLEY BLVD	\$15.78
85616	07/30/2025		SOUTHERN CALIFORNIA EDISON	\$19,419.17
	Invoice	Date	Description	Amount
	2026-00000155	07/17/2025	6/16-7/16/25 SVC-1023 U FAIRWAY DR	\$265.63
	2026-00000156	07/17/2025	6/16-7/16/25 SVC-PECK RD S/O PELISIER	\$28.59
	2026-00000157	07/17/2025	6/16-7/16/25 SVC-VARIOUS SITES	\$87.96
	2026-00000158	07/17/2025	6/16-7/16/25 SVC-18311 RAILROAD ST PED	\$6.71
	2026-00000159	07/17/2025	6/16-7/16/25 SVC-1341 FULLERTON RD	\$150.37
	2026-00000160	07/17/2025	6/11-7/16/25 SVC-VARIOUS SITES	\$2,039.68
	2026-00000161	07/17/2025	6/16-7/16/25 SVC-VARIOUS SITES	\$10,476.82
	2026-00000162	07/17/2025	6/16-7/16/25 SVC-17635 GALE AVE	\$4,098.33
	2026-00000163	07/14/2025	6/11-7/13/25 SVC-504 S 6TH AVE U TC1	\$97.69

**CITY OF INDUSTRY
WELLS FARGO BANK
August 14, 2025**

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00000164	07/14/2025	6/11-7/13/25 SVC-490 S 7TH AVE	\$117.18
	2026-00000167	07/18/2025	6/17-7/17/25 SVC-900 NOGALES U	\$1,679.46
	2026-00000171	07/22/2025	6/19-7/21/25 SVC-VARIOUS SITES	\$92.77
	2026-00000172	07/22/2025	6/16-7/16/25 SVC-VARIOUS SITES	\$160.95
	2026-00000174	07/22/2025	6/6-7/10/25 SVC-VARIOUS SITES	\$117.03
85617	07/30/2025		WALNUT VALLEY WATER DISTRICT	\$2,399.77
	Invoice	Date	Description	Amount
	5376366	07/08/2025	6/1-6/30/25 SVC-BAKER PKWY METER #1	\$273.51
	5376367	07/08/2025	6/1-6/30/25 SVC-BAKER PKWY METER #2	\$206.37
	5376373	07/08/2025	6/1-6/30/25 SVC-GRAND AVE CROSSING	\$341.49
	5376374	07/08/2025	6/1-6/30/25 SVC-GRAND AVE CROSSING	\$130.93
	5376376	07/08/2025	6/1-6/30/25 SVC-22002 VALLEY BLVD	\$892.15
	5376434	07/08/2025	6/1-6/30/25 SVC-21627 GRAND CROSSING PKWY#3	\$284.29
	5376435	07/08/2025	6/1-6/30/25 SVC-21627 GRAND CROSSING PKWY#4	\$271.03
85618	08/06/2025		AT & T	\$463.74
	Invoice	Date	Description	Amount
	2026-00000194	07/17/2025	7/17-8/16/25 SVC-TONNER GUARD SHACK	\$463.74
85619	08/06/2025		AT & T	\$179.00
	Invoice	Date	Description	Amount
	6053294012	07/23/2025	6/19-7/18/25 SVC-600 S BREA CYN-METROLINK	\$179.00
85620	08/06/2025		FRONTIER	\$113.08
	Invoice	Date	Description	Amount
	2026-00000193	07/19/2025	7/19-8/18/25 SVC-FOLLOW'S CAMP	\$113.08

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

85621	08/06/2025		SAN GABRIEL VALLEY WATER CO.	\$1,388.30
	Invoice	Date	Description	Amount
	2026-00000182	07/15/2025	6/11-7/14/25 SVC-13756 VALLEY	\$232.02
	2026-00000183	07/15/2025	6/11-7/14/25 SVC-132 IRRIG PUENTE	\$814.73
	2026-00000184	07/15/2025	6/11-7/14/25 SVC-123 IRRIG WORKMAN MILL	\$341.55
85622	08/06/2025		SOCALGAS	\$85.60
	Invoice	Date	Description	Amount
	2026-00000195	07/24/2025	6/20-7/22/25 SVC-15415 E DON JULIAN	\$85.60
85623	08/06/2025		SOUTHERN CALIFORNIA EDISON	\$14,731.16
	Invoice	Date	Description	Amount
	2026-00000175	07/25/2025	4/15-7/16/25 SVC-18311 RAILROAD ST PMP	\$351.31
	2026-00000176	07/25/2025	6/24-7/24/25 SVC-VARIOUS SITES	\$872.21
	2026-00000177	07/25/2025	6/20-7/22/25 SVC-575 BREA CYN RD	\$10.52
	2026-00000178	07/25/2025	6/24-7/24/25 SVC-VARIOUS SITES	\$306.74
	2026-00000179	07/29/2025	6/26-7/28/25 SVC-205 N HUDSON AVE	\$749.30
	2026-00000180	07/29/2025	6/26-7/28/25 SVC-15660 STAFFORD ST	\$4,756.32
	2026-00000187	07/21/2025	6/16-7/16/25 SVC-VARIOUS SITES	\$4,440.12
	2026-00000188	07/23/2025	6/20-7/22/25 SVC-1007 LAWSON ST TC1	\$83.68
	2026-00000189	07/23/2025	6/20-7/22/25 SVC-21380 VALLEY BLVD-PED	\$0.84
	2026-00000190	07/23/2025	6/20-7/22/25 SVC-1004 U FAIRWAY DR	\$1,657.12
	2026-00000191	07/23/2025	6/20-7/22/25 SVC-580 BREA CYN RD	\$23.26
	2026-00000192	07/24/2025	6/19-7/21/25 SVC-1015 NOGALES ST	\$811.37
	2026-00000196	07/23/2025	6/3-7/22/25 SVC-VARIOUS SITES	\$668.37

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
85624	08/06/2025	SOUTHERN CALIFORNIA EDISON		\$1,743.33
	Invoice	Date	Description	Amount
	2026-00000181	07/29/2025	6/26-7/28/25 SVC-15530 STAFFORD ST	\$1,743.33
85625	08/06/2025	SUBURBAN WATER SYSTEMS		\$1,100.79
	Invoice	Date	Description	Amount
	180023228583	07/24/2025	6/26-7/24/25 SVC-AZUSA & GEMINI	\$1,013.86
	180062148141	07/23/2025	6/25-7/23/25 SVC-205 HUDSON	\$86.93
85626	08/14/2025	100% AUTO CARE & DETAILED		\$380.00
	Invoice	Date	Description	Amount
	160	07/02/2025	CAR WASH SVC-CITY VEHICLES	\$380.00
85627	08/14/2025	ACORN TECHNOLOGY SERVICES		\$22,840.00
	Invoice	Date	Description	Amount
	12634	08/01/2025	NETWORK MAINT	\$22,840.00
85628	08/14/2025	ALFARO COMMUNICATIONS CONSTRI		\$1,854,862.23
	Invoice	Date	Description	Amount
	#4CITY-1442	08/01/2025	NELSON AVE INTERSECTION IMPROVEMENTS-PUENT	\$1,952,486.58
85629	08/14/2025	AMAZON WEB SERVICES, INC		\$5,376.78
	Invoice	Date	Description	Amount
	2250964025	08/01/2025	AWS SVC-JUL 2025	\$5,376.78
85630	08/14/2025	ANDRUES/PODBERESKY, APLC		\$16,280.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	03805	08/01/2025	LEGAL SVC-JUL 2025	\$16,280.00
85631	08/14/2025		ARAMARK REFRESHMENT SERVICES	\$235.25
	Invoice	Date	Description	Amount
	1048857431	07/30/2025	COFFEE SVC & SUPPLIES	\$92.16
	12998388	06/17/2025	SILVER WATER FILTER	\$143.09
85632	08/14/2025		B2 PRINT, LLC	\$141.70
	Invoice	Date	Description	Amount
	0013444	07/17/2025	BUSINESS CARDS-SAM & LAURA	\$141.70
85633	08/14/2025		BANK OF AMERICA - ACCOUNT ANAL	\$4,029.32
	Invoice	Date	Description	Amount
	0015464695	07/15/2025	ACCOUNT ANALYSIS	\$4,029.32
85634	08/14/2025		BLAKE AIR CONDITIONING COMPANY	\$2,948.03
	Invoice	Date	Description	Amount
	68690	07/02/2025	REPLACE HVAC CONDENSER-TONNER CYN	\$1,137.31
	68886	07/23/2025	CLEAN HVAC-HOMESTEAD	\$219.00
	68841	07/15/2025	REPLACE HVAC BELT-YAL/POST OFFICE	\$712.69
	68836	07/14/2025	HVAC REPAIR-YAL/POST OFFICE	\$385.25
	68817	07/10/2025	HVAC REPAIR-CITY HALL	\$493.78
85635	08/14/2025		BOWSER GEOSPATIAL, LLC	\$7,050.00
	Invoice	Date	Description	Amount
	1005	08/04/2025	MANAGE/MAINT OF CITY'S GIS DATABASE	\$7,050.00

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
85636	08/14/2025			CALIFORNIA CONSULTING, INC.	\$4,750.00
	Invoice	Date	Description	Amount	
	7245	08/01/2025	GRANT WRITING AND MGMT SVC	\$4,750.00	
85637	08/14/2025			CALIFORNIA INTERGOVERNMENTAL F	\$203,760.00
	Invoice	Date	Description	Amount	
	INV-2786	07/23/2025	LIABILITY PREMIUM FY 25/26	\$203,760.00	
85638	08/14/2025			CASC ENGINEERING AND CONSULTIN	\$9,988.00
	Invoice	Date	Description	Amount	
	0053659	06/30/2025	IS/MND FOR 20701 CURRIER RD	\$8,090.00	
	0053660	06/30/2025	IS/MND FOR 184 S 6TH ST	\$1,898.00	
85639	08/14/2025			CHEM PRO LLC	\$4,413.44
	Invoice	Date	Description	Amount	
	IN201195	07/01/2025	WATER TREATMENT-VARIOUS SITES	\$1,103.36	
	IN193114	05/01/2025	WATER TREATMENT-VARIOUS SITES	\$1,103.36	
	IN196991	06/01/2025	WATER TREATMENT-VARIOUS SITES	\$1,103.36	
	IN189070	04/01/2025	WATER TREATMENT-VARIOUS SITES	\$1,103.36	
85640	08/14/2025			CINTAS CORPORATION LOC 693	\$1,082.62
	Invoice	Date	Description	Amount	
	4238275300	07/28/2025	DOOR MATS	\$81.37	
	4237526423	07/21/2025	DOOR MATS	\$81.37	
	9331864853	07/31/2025	LEASE FOR AED MACHINE-HOMESTEAD	\$123.47	
	9331790974	07/31/2025	WATER COOLERS-CITY HALL	\$246.94	
	9331790967	07/31/2025	WATER COOLER-TREASURY	\$56.30	

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Check	Date	Payee Name		Check	Amount
CITY.WF.CHK - City General Wells Fargo					
	9331790963	07/31/2025	LEASE FOR AED MACHINE-CITY HALL		\$118.53
	5284274908	08/04/2025	FIRST AID SUPPLIES		\$293.27
	423899025	08/04/2025	DOOR MATS		\$81.37
85641	08/14/2025	CITY OF INDUSTRY-PAYROLL ACCT			\$360,000.00
	Invoice	Date	Description		Amount
	PR P/E 7/18/25	07/22/2025	REPLENISH PAYROLL P/E 7/18/25		\$180,000.00
	PR P/E 8/1/25	08/05/2025	REPLENISH PAYROLL P/E 8/1/25		\$180,000.00
85642	08/14/2025	CIVICPLUS, LLC			\$8,190.00
	Invoice	Date	Description		Amount
	342595	09/25/2025	ANNUAL AGENDA MGMT SOFTWARE FY 25/26		\$8,190.00
85643	08/14/2025	CNC ENGINEERING			\$347,537.50
	Invoice	Date	Description		Amount
	512957	07/31/2025	SOLAR INSTALLATION AT CITY HALL		\$19,525.00
	512958	07/31/2025	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN		\$570.00
	512959	07/31/2025	KELLA AVE STORM DRAIN		\$8,770.00
	512960	07/31/2025	GALE AVE REALIGNMENT		\$3,455.00
	512961	07/31/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH		\$3,261.25
	512962	07/31/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH		\$11,010.00
	512963	07/31/2025	GENERAL ENG SVC-STREET LIGHTS		\$5,167.50
	512964	07/31/2025	GENERAL ENG SVC 6/30-7/27/25		\$106,008.75
	512965	07/31/2025	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO		\$150.00
	512966	07/31/2025	GENERAL ENG SVC-STREETLIGHT IMPROVE AT ROWI		\$6,022.50
	512967	07/31/2025	GENERAL ENG SVC-STREET INSPECTIONS		\$24,517.50
	512968	07/31/2025	GENERAL ENG SVC-BACKFLOW DEVICE MAINT		\$370.00

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
512969	07/31/2025	GENERAL ENG SVC-530 N BALDWIN PARK BLVD	\$215.00
512970	07/31/2025	GENERAL ENG SVC-TRAFFIC SIGNAL LIGHTS UPGRAD	\$150.00
512971	07/31/2025	GENERAL ENG SVC-DEV PLANS AT IBC	\$7,210.00
512972	07/31/2025	GENERAL ENG SVC-TRAFFIC	\$5,691.25
512973	07/31/2025	GENERAL ENG SVC-COUNTER SERVICE	\$17,683.75
512974	07/31/2025	GENERAL ENG SVC-PLAN APPROVAL	\$31,702.50
512975	07/31/2025	GENERAL ENG SVC-PERMITS	\$38,705.00
512976	07/31/2025	GENERAL ENG SVC 6/30-7/27/25	\$1,140.00
512977	07/31/2025	NPDES STORM WATER	\$3,097.50
512978	07/31/2025	SEWER MANAGEMENT SYSTEM	\$147.50
512979	07/31/2025	TONNER CYN PROPERTY	\$2,085.00
512980	07/31/2025	TREE REMOVAL ON BOY SCOUT RESERVATION AT TC	\$427.50
512981	07/31/2025	COLIMA RD WIDENING	\$5,178.75
512982	07/31/2025	SALT LAKE IMPROVEMENTS	\$187.50
512983	07/31/2025	15660 MAYOR DAVE WAY (YAL BLDG)	\$178.75
512984	07/31/2025	CIVIC CENTER PLANNING AND IMPROVEMENTS	\$2,212.50
512985	07/31/2025	CITY ADMINSTRATIVE OFFICES	\$4,052.50
512986	07/31/2025	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$1,036.25
512987	07/31/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$846.25
512988	07/31/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$6,647.50
512989	07/31/2025	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	\$4,880.00
512990	07/31/2025	HOMESTEAD MUSEUM IMPROVEMENTS	\$1,152.50
512991	07/31/2025	HOMESTEAD MUSEUM IRRIGATION RETROFIT TO REC	\$1,150.00
512992	07/31/2025	VALLEY BLVD CORRIDOR CO-OP PROJECT WITH LA C	\$1,807.50
512993	07/31/2025	SIGNING & STRIPING IMPROVEMENTS	\$6,181.25
512994	07/31/2025	METROLINK-MAINT OF PARKING LOT	\$5,713.75
512995	07/31/2025	FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY	\$1,382.50

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
512996	07/31/2025	EL ENCANTO IMPROVEMENTS AND MAINT	\$6,387.50
512997	07/31/2025	EL ENCANTO BOILER REPLACEMENT	\$1,460.00
85644	08/14/2025	CNC ENGINEERING	\$209,452.87
Invoice	Date	Description	Amount
512998	07/31/2025	PAINT EVALUATION OF WROUGHT IRON FENCE	\$3,185.00
512999	07/31/2025	INDUSTRY HILLS FUEL TANKS DISPENSING	\$1,131.25
513000	07/31/2025	605 FWY AND VALLEY BLVD INTERCHANGE	\$3,222.50
513001	07/31/2025	SIXTH AVE RECONSTRUCTION	\$4,725.00
513002	07/31/2025	HIGHWAY BRIDGE PROGRAM FUNDING	\$1,608.75
513003	07/31/2025	NELSON AVE OVER PUENTE CREEK	\$555.00
513005	07/31/2025	HIGHWAY BRIDGE PROGRAM FUNDING	\$1,053.75
513006	07/31/2025	SEISMIC RETROFIT ANAHEIM-PUENTE OVER SAN JOS	\$185.00
513007	07/31/2025	FISCAL YEAR BUDGET	\$6,715.00
513008	07/31/2025	BIXBY DR PCC PAVEMENT	\$920.00
513009	07/31/2025	PROPERTY AT 23400-23600, 23800 EAST FORK ROAD	\$840.00
513010	07/31/2025	CROSSROADS PKY NORTH & SOUTH IMPROVEMENTS	\$7,490.00
513011	07/31/2025	VARIOUS ASSIGNMENTS RELATED TO SA	\$1,331.25
513012	07/31/2025	NELSON AVE INTERSECTION	\$32,622.50
513013	07/31/2025	MAINT OF 1123 HATCHER AVE	\$4,036.62
513014	07/31/2025	15559-15650 RAUSCH RD (POST OFFICE)	\$970.00
513015	07/31/2025	2024 CITYWIDE SPEED SURVEY	\$142.50
513016	07/31/2025	CARTEGRAPH MGMT	\$34,840.00
513017	07/31/2025	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	\$4,095.00
513018	07/31/2025	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$9,647.50
513019	07/31/2025	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$2,170.00
513020	07/31/2025	TURNBULL CYN PROPERTIES	\$147.50

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
513021	07/31/2025	2022-2023 ANNUAL PAVEMENT REHABILITATION	\$598.75	
513022	07/31/2025	2022-2023 ANNUAL SLURRY SEAL	\$1,162.50	
513023	07/31/2025	DON JULIAN RD IMPROVEMENTS	\$1,200.00	
513024	07/31/2025	INTELLIGENT TRANSPORATION SYSTEM	\$142.50	
513025	07/31/2025	RAILROAD STREET PAVEMENT REHABILITATION	\$7,540.00	
513026	07/31/2025	MUSEUM-HEALTH CAMPUS MASTER SITE PLANNING	\$39,372.50	
513027	07/31/2025	CITYWIDE SIGNANGE UPDATE	\$2,137.50	
513028	07/31/2025	2024-2025 ANNUAL PAVEMENT REHABILITATION	\$20,900.00	
513029	07/31/2025	2024-2025 ANNUAL SLURRY SEAL	\$3,240.00	
513030	07/31/2025	CALIFORNIA AVE WIDENING	\$2,275.00	
513031	07/31/2025	STREET LIGHT BANNER INSTALLATION	\$150.00	
513032	07/31/2025	NINTH AVENUE SEWER LINE IMPROVEMENTS	\$1,105.00	
513033	07/31/2025	HIGHWAY PERFORMANCE MONITORING SYSTEM	\$637.50	
513034	07/31/2025	PAVEMENT MANGEMENT PLAN 2022	\$4,057.50	
513035	07/31/2025	SR57/60 CONFLUENCE IMPROVEMENT	\$555.00	
513036	07/31/2025	NOGALES GRADE SEPARATION	\$2,745.00	
85645	08/14/2025	CODE 3 CREATIONS		\$10.98
	Invoice	Date	Description	Amount
	2283	07/29/2025	NAME PLATE-PLANNING COMMISSIONER	\$10.98
85646	08/14/2025	COSTCO WHOLESALE		\$130.00
	Invoice	Date	Description	Amount
	SEPTEMBER 2025	07/01/2025	BUSINESS EXECUTIVE MEMBERSHIP-ANNUAL FEE	\$130.00
85647	08/14/2025	COUNTY OF LA - DEPT OF AGRICULTU		\$58,320.78
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	251955	07/09/2025	WEEDS/PEST CONTROL-TRES HERMANOS	\$23,580.17
	251988	07/09/2025	WEED & PEST ABATEMENT-VARIOUS SITES	\$27,791.94
	251954	07/09/2025	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	\$4,382.43
	251956	07/09/2025	WEED ABATEMENT-VARIOUS ROADWAYS	\$2,566.24
85648	08/14/2025		CRIA-EQUESTRIAN CENTER	\$4,422.00
	Invoice	Date	Description	Amount
	6/30/25	06/30/2025	CITY BBQ EVENT RENTAL	\$4,422.00
85649	08/14/2025		D.S. EWING ARCHITECTS, INC.	\$90,902.50
	Invoice	Date	Description	Amount
	25-11775	07/14/2025	EL ENCANTO EXTERIOR ELEVATION RENOVATION	\$1,385.00
	25-11774	07/14/2025	IBC CHAMBER & BLDG IMPROVEMENT PROJ	\$89,517.50
85650	08/14/2025		DB SALES & SERVICE	\$13,561.37
	Invoice	Date	Description	Amount
	24942	07/18/2025	REPAIR AERCO BOILERS-EL ENCANTO	\$9,745.00
	24772	06/26/2025	REPLACE SPRINGS TO BOILER-EL ENCANTO	\$1,925.37
	24997	07/23/2025	REPAIR LOCHNIVAR BOILER-EL ENCANTO	\$1,891.00
85651	08/14/2025		DEPT OF ANIMAL CARE & CONTROL	\$6,367.75
	Invoice	Date	Description	Amount
	7/25/2025	07/25/2025	SHELTER COST-JUN 2025	\$6,367.75
85652	08/14/2025		DEPT OF TRANSPORTATION	\$5,360.68
	Invoice	Date	Description	Amount
	SL251255	07/16/2025	MAINT OF SIGNALS AND LIGHTS (APR-JUN 2025)	\$5,360.68

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
85653	08/14/2025	DOUG MARTIN CONTRACTING CO., IN		\$18,512.47
	Invoice	Date	Description	Amount
	#5CITY-1511-R	08/01/2025	RETENTION-2023 ANNUAL SLURRY SEAL	\$18,512.47
85654	08/14/2025	DUTHIE POWER SERVICES		\$540.00
	Invoice	Date	Description	Amount
	A144578	07/29/2025	MONTHLY MAINT-GENERATOR @ CITY HALL	\$540.00
85655	08/14/2025	ENTERPRISE MAPS LLC		\$2,640.00
	Invoice	Date	Description	Amount
	326	07/23/2025	AMAZON WEB SERVICES	\$2,640.00
85656	08/14/2025	ESPY'S ELECTRICAL SERVICES INC.		\$660.00
	Invoice	Date	Description	Amount
	1683	07/10/2025	URGENT CALL FOR PHONE CIRCUIT TRACER	\$660.00
85657	08/14/2025	FEDERAL EXPRESS CORP.		\$190.98
	Invoice	Date	Description	Amount
	8-928-26918	07/18/2025	MESSENGER SVC	\$128.57
	2-412-26340	08/04/2025	MESSENGER SVC	\$62.41
85658	08/14/2025	FIRST AMERICAN DATA TREE, LLC		\$200.00
	Invoice	Date	Description	Amount
	20088320725	07/31/2025	PROPERTY DATA INFORMATION	\$200.00
85659	08/14/2025	FUEL PROS, INC.		\$2,141.25

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	78844	07/09/2025	INDUSTRY HILLS FUEL STN MAINT	\$250.00
	78722	06/20/2025	REPAIR FUEL STN-INDUSTRY HILLS	\$1,891.25
85660	08/14/2025		FULLERTON ELECTRIC	\$9,895.04
	Invoice	Date	Description	Amount
	#2CITY-1541	08/01/2025	PARKING LOT LIGHT UPGRADES AT EL ENCANTO	\$9,895.04
85661	08/14/2025		GARCIA'S FENCE CORP	\$5,230.00
	Invoice	Date	Description	Amount
	072511	07/11/2025	REPAIR FENCE-AZUSA AVE & RAILROAD ST	\$585.00
	072518	07/18/2025	REPAIR FENCE-AZUSA AVE OVERPASS	\$4,645.00
85662	08/14/2025		GOVERNMENT FINANCE OFFICERS ASSOCIATION	\$160.00
	Invoice	Date	Description	Amount
	95323002-2025	04/22/2025	MEMBERSHIP-YAMINI PATHAK	\$160.00
85663	08/14/2025		GRAND CENTRAL RECYCLING & TRASH	\$588.05
	Invoice	Date	Description	Amount
	1225684-A	07/08/2025	SOLID WASTE-CITY HALL	\$588.05
85664	08/14/2025		HDL COREN & CONE	\$3,119.25
	Invoice	Date	Description	Amount
	SIN052665	07/28/2025	CONTRACT SVC PROP TAX (JUL-SEP 2025)	\$3,119.25
85665	08/14/2025		INDUSTRY BUSINESS COUNCIL	\$147,488.49
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	APRIL 2025	07/25/2025	EXPENSE REIMBURSEMENT-APR 2025	\$147,488.49
85666	08/14/2025		INDUSTRY SECURITY SERVICES	\$104,069.12
	Invoice	Date	Description	Amount
	SG-COI#2-2048	07/25/2025	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
	SG-COI#1-2048	07/25/2025	SECURITY SVC 7/18-7/24/25	\$11,098.32
	SG-COI#1-2047	07/18/2025	SECURITY SVC 7/11-7/17/25	\$11,098.32
	SG-COI#2-2047	07/18/2025	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
	SG-COI#2-2049	08/01/2025	SECURITY SVC-VARIOUS CITY SITES	\$23,573.56
	SG-COI#1-2049	08/01/2025	SECURITY SVC 7/25-7/31/25	\$11,098.32
85667	08/14/2025		JEFF PARRIOTT PHOTOGRAPHIC SER	\$6,612.50
	Invoice	Date	Description	Amount
	COI0725	07/31/2025	PROF SVC-HOMESTEAD	\$6,612.50
85668	08/14/2025		JOE A. GONSALVES & SON	\$11,000.00
	Invoice	Date	Description	Amount
	162649	07/22/2025	LEGISLATIVE SVC-JUL 2025	\$11,000.00
85669	08/14/2025		KLINE'S PLUMBING, INC.	\$590.00
	Invoice	Date	Description	Amount
	14248	07/14/2025	TROUBLESHOOT GAS LINE-CITY HALL	\$590.00
85670	08/14/2025		L A COUNTY DEPT OF PUBLIC WORKS	\$109,458.29
	Invoice	Date	Description	Amount
	IN250001021	07/18/2025	BLDG & SAFETY-ONE STOP SHOP FOR JUN 2025	\$109,458.29

**CITY OF INDUSTRY
WELLS FARGO BANK
August 14, 2025**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
85671	08/14/2025	L A COUNTY DEPT OF PUBLIC WORKS		\$20,875.44
	Invoice	Date	Description	Amount
	IN250000985	07/09/2025	ACCIDENT-CROSSROADS PKY S & WORKMAN MILL RD	\$18,522.24
	IN250001001	07/09/2025	ACCIDENT-CASTLETON ST @ HANOVER RD	\$609.69
	IN250000995	07/09/2025	ACCIDENT-PECK RD @ PELLISSIER BLVD	\$516.29
	IN250000998	07/09/2025	ACCIDENT-TEMPLE AVE @ VINELAND AVE	\$1,227.22
85672	08/14/2025	L A COUNTY SHERIFF'S DEPARTMENT		\$144,658.15
	Invoice	Date	Description	Amount
	253620TZ	07/13/2025	SPECIAL EVENT-DIRECTED PATROL (MAY 2025)	\$98,695.84
	253747TZ	07/15/2025	SPECIAL EVENT-DIRECTED PATROL (JUN 2025)	\$45,962.31
85673	08/14/2025	LA PUENTE VALLEY COUNTY WATER		\$290.23
	Invoice	Date	Description	Amount
	BS;07/25	07/23/2025	WATER MONITORING-BOY SCOUTS RESERVE	\$290.23
85674	08/14/2025	LOCKS PLUS, INC.		\$147.82
	Invoice	Date	Description	Amount
	36114	07/22/2025	DUPLICATE KEYS-VARIOUS CITY SITES	\$43.80
	36231	07/22/2025	DUPLICATE KEYS-VARIOUS CITY SITES	\$104.02
85675	08/14/2025	LOS ANGELES LEATHERCRAFT		\$2,706.48
	Invoice	Date	Description	Amount
	7/14/2025	07/14/2025	HOMESTEAD MUSEUM STORE MERCHANDISE	\$1,165.80
	7/28/2025	07/28/2025	HOMESTEAD MUSEUM STORE MERCHANDISE	\$1,540.68
85676	08/14/2025	MERRITT'S ACE HARDWARE		\$99.18

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	147665	07/11/2025	PADLOCKS-CITY HALL	\$99.18
85677	08/14/2025		MMASC	\$160.00
	Invoice	Date	Description	Amount
	13100	06/30/2025	WOMEN'S LEADERSHIP SUMMIT 2025-YVETTE	\$160.00
85678	08/14/2025		MORTISE & TENON BUILDING CORP	\$18,453.26
	Invoice	Date	Description	Amount
	324	06/25/2025	REPAIR LIGHT POLE-EL ENCANTO	\$289.23
	334	06/30/2025	REPAIR FLAGPOLE-TEMPLE AND AZUSA	\$906.74
	332	06/30/2025	REPAIR FLAGPOLE-HACIENDA BLVD & PARRIOTT PL	\$906.74
	330	06/30/2025	REPAIR 3 FLAGPOLES-IBC	\$2,486.53
	328	06/04/2025	REPAIR FLAGPOLE-MAYOR DAVE WAY & HACIENDA BI	\$1,435.23
	224	07/01/2025	VARIOUS HANDYMAN SVC-CITY HALL	\$643.12
	340	07/08/2025	URGENT FENCE REPAIRS-AUZSA TRAIL	\$2,485.67
	344	07/10/2025	CLEAN ROOF-220 S HACIENDA BLVD	\$1,800.00
	208.2	02/20/2025	REMAINING BALANCE-TRAIL MAINT ON TEMPLE AND A	\$7,500.00
85679	08/14/2025		MR PLANT & INTERIOR BOTANICAL DI	\$875.00
	Invoice	Date	Description	Amount
	AUG 23953	08/01/2025	PLANT MAINT-AUG 2025	\$875.00
85680	08/14/2025		MX GRAPHICS, INC.	\$641.81
	Invoice	Date	Description	Amount
	34688	06/30/2025	COLOR SCANS-JN 6201	\$495.28
	7/28/2025	07/28/2025	FOAM BOARDS & SCANS-HOMESTEAD	\$146.53

**CITY OF INDUSTRY
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August 14, 2025**

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Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
85681	08/14/2025	NELSON, JOSHUA			\$519.60
	Invoice	Date	Description	Amount	
	7/22/2025	07/22/2025	REIMBURSE FOR TRAVEL EXPENSE-IBC RETREAT 202	\$519.60	
85682	08/14/2025	NEXTIVA, INC.			\$2,019.34
	Invoice	Date	Description	Amount	
	40005087011	07/27/2025	CITY HALL PHONE SVC	\$1,715.63	
	40005077361	07/24/2025	PHONE SVC FOR YAL	\$303.71	
85683	08/14/2025	NORTH STAR LAND CARE			\$7,525.00
	Invoice	Date	Description	Amount	
	#2CITY-1539	08/01/2025	TREE REMOVAL ON BOY SCOUT RESERVATION-TONN	\$7,525.00	
85684	08/14/2025	ODP BUSINESS SOLUTIONS, LLC			\$194.29
	Invoice	Date	Description	Amount	
	426837855001	06/09/2025	OFFICE SUPPLIES	\$194.29	
85685	08/14/2025	OLMOS PROFESSIONAL SERVICES			\$8,782.00
	Invoice	Date	Description	Amount	
	540	07/29/2025	JANITORIAL SVC-CITY HALL	\$5,500.00	
	541	07/29/2025	JANITORIAL SVC-IBC	\$1,467.00	
	542	07/29/2025	JANITORIAL SVC-YAL	\$1,815.00	
85686	08/14/2025	ON TRACK SOLUTIONS LLC			\$5,270.00
	Invoice	Date	Description	Amount	
	1258	07/25/2025	ON-CALL RAILROAD COORDINATION	\$5,270.00	

**CITY OF INDUSTRY
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Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
85687	08/14/2025	OPENGOV, INC.			\$7,478.96
	Invoice	Date	Description	Amount	
	INV19602	05/15/2025	ONLINE PERMITTING & LICENSING SVCS FY 25/26	\$7,478.96	
85688	08/14/2025	PLACEWORKS			\$14,001.25
	Invoice	Date	Description	Amount	
	IND-22.17-2	06/30/2025	PROPOSED BATTERY STORAGE FACILITY-JN 9428	\$11,620.00	
	IND-22.14-9	06/30/2025	PROPOSED BATTERY STORAGE FACILITY	\$2,381.25	
85689	08/14/2025	POST ALARM SYSTEMS			\$363.87
	Invoice	Date	Description	Amount	
	1834628	08/04/2025	MONITORING SVC-HOMESTEAD	\$363.87	
85690	08/14/2025	REYNOLDS MOTOR CORP			\$5,360.84
	Invoice	Date	Description	Amount	
	61780	06/17/2025	REPAIR 2015 ISUZU DIESEL NRR	\$5,360.84	
85691	08/14/2025	RICOH USA, INC.			\$3,990.88
	Invoice	Date	Description	Amount	
	5071748168	07/24/2025	COPIER LEASE-HOMESTEAD	\$109.77	
	591234220	08/01/2025	COPIER LEASE 8/15-9/14/25	\$3,881.11	
85692	08/14/2025	ROADWAY ASSET SERVICES, LLC			\$32,575.00
	Invoice	Date	Description	Amount	
	RAS821411	04/24/2025	PAVEMENT MGMT & INSPECT SVC-APR 2025	\$32,575.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
85693	08/14/2025	ROGERS, ANDERSON, MALODY & SC		\$21,250.00
	Invoice	Date	Description	Amount
	78374	06/30/2025	COI-AUDIT SERVICES FY 24/25	\$16,500.00
	78377	06/30/2025	SA-AUDIT SERVICES FY 24/25	\$2,750.00
	78376	06/30/2025	PFA-AUDIT SERVICES FY 24/25	\$2,000.00
85694	08/14/2025	SAGE ENVIRONMENTAL GROUP		\$19,500.00
	Invoice	Date	Description	Amount
	2534_R1	08/01/2025	GRAZING SVC-TONNER CYN	\$19,500.00
85695	08/14/2025	SAN GABRIEL VALLEY CITY MANAGEI		\$55.00
	Invoice	Date	Description	Amount
	FY 25/26	07/30/2025	MEMBERSHIP DUES FY 25/26	\$55.00
85696	08/14/2025	SC FUELS		\$32,513.35
	Invoice	Date	Description	Amount
	IN-0000749431	07/23/2025	DIESEL FUEL-IND HILLS PUMPS	\$32,513.35
85697	08/14/2025	SCS FIELD SERVICES		\$16,563.50
	Invoice	Date	Description	Amount
	0544318	06/30/2025	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$16,563.50
85698	08/14/2025	SELIGSON PUBLISHING INC		\$752.64
	Invoice	Date	Description	Amount
	06302025SEL	07/28/2025	HOMESTEAD MUSEUM STORE MERCHANDISE	\$752.64
85699	08/14/2025	SO CAL INDUSTRIES		\$391.78

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	755060	07/16/2025	WC ACCESS RENTAL-TONNER CYN/57 FWY	\$195.89
	750876	06/18/2025	WC ACCESS RENTAL-TONNER CYN/57 FWY	\$195.89
85700	08/14/2025		TBS CLEANING SERVICES	\$595.00
	Invoice	Date	Description	Amount
	15665	07/01/2025	JANITORIAL SVC-HOMESTEAD	\$595.00
85701	08/14/2025		THE FLAG SHOP	\$955.71
	Invoice	Date	Description	Amount
	21491	07/23/2025	US FLAGS (10)	\$955.71
85702	08/14/2025		THE TECHNOLOGY DEPOT	\$790.00
	Invoice	Date	Description	Amount
	29049	08/01/2025	CLOUD CONNECT UNAAS-SEP 2025	\$790.00
85703	08/14/2025		TOWN SQUARE PUBLICATIONS LLC	\$1,590.00
	Invoice	Date	Description	Amount
	343620	07/22/2025	AD FOR SGV CHAMBER OF COMMERCE	\$1,590.00
85704	08/14/2025		VALLEY VISTA SERVICES, INC	\$1,804.34
	Invoice	Date	Description	Amount
	2571010	07/01/2025	DISP SVC-FOLLOW'S CAMP	\$1,804.34
85705	08/14/2025		VORTEX INDUSTRIES, INC.	\$1,590.08
	Invoice	Date	Description	Amount
	08-2066313	07/30/2025	REPAIR GATE-TONNER CYN	\$1,590.08

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

85706	08/14/2025	WALTERS WHOLESALE ELECTRIC CC		\$242,595.89
	Invoice	Date	Description	Amount
	S126724977.001	07/09/2025	MATERIALS FOR STREETLIGHTS AND MAINT	\$242,595.89

Checks	Status	Count	Transaction Amount
Total		107	\$4,419,547.83

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Elise Calvo, City Treasurer

DATE: August 14, 2025

SUBJECT: Consideration of the Statement of Investment Policy

Background:

Section 53646 (a)(2) of the California Government Code, states that the Treasurer or chief fiscal officer of any other local agency may annually render to his/her legislative body and any oversight committee an investment policy, that the legislative body shall consider at a public meeting.

This Agenda Item includes the Statement of Investment Policy for the City of Industry dated Fiscal Year 2025-2026, for all future investments, pursuant to Section 53601 and Section 53635 of the California Government Code.

This investment Policy serves as the foundation of the City of Industry's investment goals and priorities. This policy will be reviewed regularly or at least annually to assure that it continues to meet the City's portfolio goals/priorities, with the intent to protect the assets of the City of Industry. The existence of an approved investment policy demonstrates that the governing body is performing its fiduciary responsibilities, thereby, inspiring trust and confidence among the public that it serves.

Discussion:

Fiscal Impact:

Recommendation:

It is my recommendation that the City Council approve the Investment Policy.

Exhibits:

1. Investment Policy FY 2025/2026

City of Industry

STATEMENT OF INVESTMENT POLICY

ELISE CALVO, CITY TREASURER

CITY OF INDUSTRY
STATEMENT OF INVESTMENT POLICY

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STATEMENT OF INVESTMENT POLICY

Effective August 14, 2025

(Supersedes All Previous Investment Policies)

1.0 Introduction. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and arranging for a short-term borrowing program which coordinates working capital requirements and investment opportunities.

2.0 Policy. It is the policy of the City of Industry to invest public funds not required for immediate day-to-day operations in safe, liquid and medium-term investments. These investments shall yield an acceptable return while conforming to all California statutes and the City's Investment Policy.

3.0 Scope. It is intended that this policy cover the investment activities of all contingency reserves and inactive cash under the direct authority of the City and its component units including but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority.

3.1 Pooled Investments. Investments for the City and its component units will be made on a pooled basis including, but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority. The City's identifies the fund types involved as follows:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Trust Funds
- Miscellaneous Special Funds
- Any new funds created by the applicable governing board, unless specifically exempted

STATEMENT OF INVESTMENT POLICY

3.2 Investments held separately. Investment of bond proceeds will be held separately when required by the bond indentures. Bond proceeds will be invested in accordance with the requirements stated in the bond indentures. This policy does not apply to deferred compensation plans.

4.0 Objectives. Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the City's investment activities shall be:

4.1. Safety. Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio.

4.2 Liquidity. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

4.3 Return on investment. Investment return becomes a consideration only after the basic requirements of safety and liquidity have been met. The City Treasurer shall attempt to realize a yield on investments consistent with California statutes and the City's Investment Policy.

The City Treasurer should strive to maintain the level of investment of all contingency reserves and inactive funds as close to one hundred percent (100%) as possible. While the objectives of safety and liquidity must first be met, it is recognized that portfolio assets represent a potential source of significant revenues. It is to the benefit of the City that these assets be managed to realize a yield on investments consistent with California statutes and the City's Investment Policy.

A buy and hold strategy will generally be followed; that is, investments once made will usually be held until maturity. A buy and hold strategy will result in unrealized gains or losses as market interest rates fall or rise from the coupon rate of the investment. Unrealized gains or losses, however, will diminish as the maturity dates of the investments are approached or as market interest rates move closer to the coupon rate of the investment. A buy and hold strategy requires that the portfolio be kept sufficiently liquid to preclude the undesired sale of investments prior to maturity. Occasionally, the City Treasurer may find it advantageous to sell an investment prior to maturity, but this should only be on an exception basis and only when it is in the best interest of the City.

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

5.0 Authorized investments. The City Treasurer may invest City funds in the following investments as specified in the California Government Code Section 53601, and certain investment types are further limited to only the following specified investments.

	Investment Type	Maximum Remaining Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements	California Government Code Sections
a.	Securities of the US Government, or its agencies Including GSE debt and US Treasury Obligations	5 years	None	None	53601(b)(f) and 53601.6
b.	Negotiable certificates of deposits	5 years	30%	None	53601(1)
c.	Non-negotiable certificates of deposits	5 years	None	None	53630 et seq.
d.	Bankers Acceptances	180 days	40% and no more than 30% of any one commercial bank	None	53601(g)
e.	Commercial Paper	270 days	25% and no more than 10% of a single issuer	A-1 or higher rating from an NRSRO	53601(h)(2)(C), 53635(a)(1)
f.	Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
g.	Collateralized Bank Deposits including passbook Savings account demand deposits	5 years	None	None	53630 et. Seq and 53601 (n)
h.	Repurchase agreements	1 year	None	None	53601(j)
i.	Los Angeles County Investment Pool (California Govt. Code Section 53684)	N/A	None	None	53684
j.	It is the City of Industry's policy not to utilize Reverse Repurchase Agreements or shares of beneficial interest issued by diversified management companies (mutual funds), unless that fund is composed entirely of securities of the U.S. Government, or its agencies, and the use of such funds shall be restricted to sweep accounts. (Reverse Repurchase Agreements shall be permitted if they are assets of the Local Agency Investment Fund).				
k.	Local Agency Bonds	5 years	None	None	53601(a)

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

				"A" rating category or its equivalent or better	
I.	Medium-term notes	5 years or less	30%		53601(k)
m.	Registered treasury notes or bonds of any of the other 49 states in addition to California *	5 years	None	None	53601(d)
n.	Bonds, notes, warrants, or other evidence of indebtedness of a local agency within California*	5 years	None	None	53601(e)
o.	All securities authorized by the California Code, but which are not currently allowed by this investment policy, must first be approved by City Council at the time of purchase.				

* Includes but not limited to municipal bonds or other indebtedness issued by the City of Industry and/or its related Agencies.

Section 53601 of the California Government Code provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the City Council may grant express authority to make investments either specifically or as a part of an investment program approved by the City Council that exceeds the five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

5.1 Review of Investment Portfolio. The City's investment portfolio must be in compliance with Section 5.0 of this Policy at the time an investment is purchased. However, due to various reasons the portfolio may not be in compliance. The reasons for noncompliance that may arise include, but are not limited to a downgrade in a security's rating, redemptions or maturities resulting in exceeding maximum percentages of a particular investment type, fluctuation in total portfolio size, a change in the California Government Code, or subsequent update to the Investment Policy that renders investments made under previous policies noncompliant.

The Treasurer shall review the portfolios quarterly to identify any securities that are no longer in compliance. The Treasurer shall report any major and critical incidences of noncompliance to the City Manager and City Council and provide recommendations to address the noncompliant securities.

STATEMENT OF INVESTMENT POLICY

6.0 Reporting. Sections 53607 and 53646 of the California Government Code allows the City Council, at its discretion, to require reports meeting the standards set forth in these sections, as well as any additional information desired. Therefore, it is the policy of the City that the City Treasurer or designee appointed by the City Treasurer file a report on the investments and transactions with the City Council as described in Sections 53607 and 53646 of the California Government Code.

7.0 Selection of financial institutions and brokers/dealers. Investments shall be purchased only through well-established, financially sound institutions. The City Treasurer or City Manager or their designee may maintain a list of financial institutions and broker/dealers who are approved to provide the City with investment services. This list should be updated annually by the City Treasurer to ensure compliance with this investment policy. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions will be given a copy of the City's Investment Policy, and a return cover letter which they must sign indicating that the investment policy has been read, understood and that their investment offers will comply with this policy.

All financial institutions and broker/dealers will take direction from the City Treasurer or City Manager or their designee as it relates to the investment strategy and investment policy of the City. Any instructions will be in the form of written instructions via email or other electronic transmissions.

Qualified financial institutions and broker/dealers must supply the City Treasurer or City Manager or their designee with the following:

7.1 Financial Institutions.

- Current audited financial statements
- Depository contracts, as appropriate
- A copy of the latest FDIC call report or the latest FHLBB report, as appropriate
- Proof that commercial banks, savings banks, or savings and loan associations are state or federally chartered

7.2 Broker/Dealers.

- Current audited financial statements
- Proof that brokerage firms are members in good standing of a national securities exchange, or
- A designation as a primary government dealer by the Federal Reserve Bank.

Commercial banks, savings banks, and savings and loan associations must maintain a minimum net worth to asset ratio as provided by law (total regulatory net worth divided by total assets), and must have had positive net earnings for the last reporting period

The City is prohibited from selecting any broker/dealer that has made a campaign contribution within any consecutive 48-month period which exceeds the limitations

STATEMENT OF INVESTMENT POLICY

contained Rule G-37 of the Municipal Securities Rulemaking Board.

8.0 Ethics and conflicts of interest. All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment recommendations and decisions. Investment officials and employees shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question of personal financial or investment positions that could represent potential conflicts of interest.

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: August 14, 2025

SUBJECT: Consideration of a License Agreement with the City of La Puente, for access to Assessor's Parcel No. 8208-025-943, for a community event

Background:

The City of La Puente ("La Puente") has previously hosted carnivals at the City-owned property located at the northeast corner of Mayor Dave Way and Sotro Street ("Property"). These prior events have been well-received by the community and have successfully provided entertainment, food, and recreational activities for attendees. Given the positive experiences, La Puente requested to host another event at the same location.

Discussion:

La Puente contacted the City of Industry ("City") to request permission to use the Property for a carnival, which is scheduled for October 30 – November 2, 2025. The proposed License Agreement ("Agreement") will become effective October 26, 2025, to allow time to setup the carnival, and will remain in effect through November 5, 2025, to accommodate the teardown and cleanup. The City of La Puente will work closely with the carnival operator to ensure that all necessary insurance and permits are obtained.

Fiscal Impact:

Given that La Puente is requesting to use the Property for a community event, Staff recommends allowing the use of the Property at no cost.

Recommendation:

Staff recommends that the City Council approve the License Agreement with the City of La

Puente, dated August 14, 2025, and that La Puente shall require all vendors to execute a waiver releasing the City from all liability.

Exhibits:

1. COI License Agreement with City of La Puente, dated August 14, 2025

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated August 14, 2025, (“**Effective Date**”) is entered into by and between the City of Industry, a municipal corporation (“**Licensor/City**”), and the City of La Puente, a government agency (“**Licensee**”). Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

RECITALS

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

WHEREAS, Licensee desires to utilize the Premises to host a carnival; and

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

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

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the October 26, 2025, and to use a portion of the Premises, as depicted in Exhibit A, to host a carnival (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 8 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use.

2. Payment. Given that the Licensee is a government agency hosting a community event, Licensor will donate the space at no cost to Licensee.

3. Permitted Use. The Permitted Use is hereby defined to include event set up, parking of vehicles, carnival activity, and event tear down. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. During the term of the License, Licensee shall clean up all trash after the conclusion of the event. Upon termination of the License, Licensee shall repair any

damage done to the Premises by Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

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

6. Liens.

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

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

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

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

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$3,000,000 per occurrence and \$5,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

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

(d) Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the Licensor providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations."

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

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

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

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

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

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Licensee is insured through the Association of California Water Agencies Joint Powers Insurance Authority and the City hereby approves of that insurer.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

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

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

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

Environmental Indemnity.

Licensee's Indemnity Obligations. Licensee agrees, from and after the Effective Date, to defend, indemnify, protect and hold harmless City Representatives from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials

(as defined herein), at, on, in, beneath or from the Premises and/or the Property during the term of the Lease (sometimes herein collectively referred to as "**Contamination**"), except to the extent caused by the Licensor or its agents, contractors or employees during the Licensor's ownership of the Property prior to the commencement of the Agreement or solely caused by the Licensor or its agents, contractors or employees during the term of the Agreement. Licensee's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Licensee's sole cost.

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

Definitions.

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

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

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

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

9. Term, Termination and Remedies. The License shall commence on October 26, 2025 and shall automatically terminate at 11:59 pm on November 5, 2025. Notwithstanding the foregoing, at any time, for any reason, the Licensors may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensors sell or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensors specifying the nature of any such breach, Licensors shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensors and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time

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

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

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

Licensors: Joshua Nelson
City Manager
15625 Mayor Dave Way
City of Industry, CA 91744
Tel: (626) 333-2211
jnelson@cityofindustry.org

With a Copy to: James M. Casso, City Attorney
Casso & Sparks, LLP

13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

Licensee: City of La Puente
15900 Main Street
La Puente, CA 91744
Tel: (626) 855-1500

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

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

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

CITY OF INDUSTRY

“LICENSEE”

CITY OF LA PUENTE

By: _____
Joshua Nelson, City Manager

By: _____
Valerie Munoz, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

EXHIBIT A

Legal Description

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

Map



ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: August 14, 2025

SUBJECT: Consideration of Resolution No. CC 2025-33 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RATIFYING DONATIONS TOTALING FORTY-NINE THOUSAND SIX HUNDRED FIFTY-SIX DOLLARS AND SEVENTY-FIVE CENTS (\$49,656.75) TO VARIOUS ENTITIES FOR THE COST OF HOSTING EVENTS AT THE EXPO CENTER

Background:

The Expo Center serves as a venue for numerous celebrations and fundraisers throughout the year, many of which are organized by non-profit or community-focused organizations dedicated to serving the San Gabriel Valley region. Recognizing the importance of fostering strong community relationships, the City has supported organizations throughout the years by granting donation requests.

Discussion:

From November 2024 – July 2025, 11 organizations hosted events at the Expo Center:

<u>Organization</u>	<u>Event</u>	<u>Date</u>	<u>Amount</u>
LASD Major Crimes	Holiday Party	12/4/2024	\$1,550.00
LASD Narcotics	Holiday Party	12/5/2024	\$1,450.00
SGV Pomona Regional Center	Luncheon	12/12/2024	\$1,300.00
LASD Industry Station	Holiday Party	12/13/2024	\$3,300.00
KinderCare	Pageant	12/18/2024	\$600.00
El Encanto	Holiday Party	12/20/2024	\$1,450.00
USA BMX	Community Event	1/17/2025	\$33,106.75
LASD	Resource Fair	1/23/2025	\$1,800.00
SGV Economic	Conference	3/20/2025	\$1,722.00

Partnership			
LASD MET	Resource Fair	4/2/2025	\$2,478.00
Bassett Unified School District	Senior Awards	5/22/2025	\$900.00

The City wished to support these organizations and further solidify the Expo Center as a community resource. Since the events have passed, Staff's recommendation today is for City Council to ratify the various donations totaling \$49,656.75 to the Expo Center in support of these organizations to cover facility rental and event-related costs at the Expo Center. Future donations for Expo Center rental assistance will be presented to City Council quarterly or semi-annually for consideration.

Fiscal Impact:

The City has reimbursed the Expo Center for most of these events throughout FY 2024/2025. Any remaining reimbursements will be paid for during FY 2025/2026 from Community Promotions Paid by City (Account No. 100-621-5601), which has a budget of \$250,000.00 approved for the fiscal year.

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2025-33.

Exhibits:

1. Resolution No. CC 2025-33

RESOLUTION NO. CC 2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RATIFYING DONATIONS TOTALING FORTY-NINE THOUSAND SIX HUNDRED FIFTY-SIX DOLLARS AND SEVENTY-FIVE CENTS (\$49,656.75) TO VARIOUS ENTITIES FOR THE COST OF HOSTING EVENTS AT THE EXPO CENTER

RECITALS

WHEREAS, the Expo Center serves as a venue for numerous celebrations and fundraisers throughout the year, many of which are organized by non-profit or community focused organizations dedicated to serving the San Gabriel Valley region; and

WHEREAS, from November 2024 – July 2025, 11 organizations hosted events at the Expo Center:

<u>Organization</u>	<u>Event</u>	<u>Date</u>	<u>Amount</u>
LASD Major Crimes	Holiday Party	12/4/2024	\$1,550.00
LASD Narcotics	Holiday Party	12/5/24	\$1,450.00
SGV Pomona Regional Center	Luncheon	12/12/2024	\$1,300.00
LASD Industry Station	Holiday Party	12/13/2024	\$3,300.00
KinderCare	Pageant	12/18/2024	\$600.00
El Encanto	Holiday Party	12/20/2024	\$1,450.00
USA BMX	Community Event	1/17/2025	\$33,106.75
LASD	Resource Fair	1/23/2025	\$1,800.00
SGV Economic Partnership	Conference	3/20/2025	\$1,722.00
LASD MET	Resource Fair	4/2/2025	\$2,478.00
Bassett USD	Senior Awards	5/22/2025	\$900.00

The total cost of these events was \$49,656.75; and

WHEREAS, the City wished to support these organizations and further solidify Expo Center as a community resource; and

WHEREAS, the City's donation serves a public purpose in that these organizations are dedicated to serving the San Gabriel Valley region; and

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

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

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

SECTION 2: The City's donation serves a public purpose in that the organizations listed above serve the community throughout the year. The City's donation allowed them to host events for the community they serve.

SECTION 3: The City Council approves the various donations totaling Forty-Nine Thousand Six Hundred Fifty-Six Dollars and Seventy-Five Cents (\$49,656.75) for the cost of hosting events at the Expo Center.

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on August 14, 2025, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager
Kathy Tai, Dev. Services Manager

DATE: August 14, 2025

SUBJECT: Second reading and adoption of Ordinance No. 837, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADDING SECTION 15.28.200 (FIRE HAZARD SEVERITY ZONES) TO CHAPTER 15.28 (FIRE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CITY OF INDUSTRY MUNICIPAL CODE, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

Background:

On July 24, 2025, the City Council conducted the first reading and introduction of Ordinance No. 837, to add Section 15.28.200 (Fire Hazard Severity Zones) to the City's Code. The revision to the Code will codify the State updated Fire Hazard Severity Zone map that identifies varying levels of fire hazards (moderate, high, and very high) within city boundaries. This ordinance is now being presented for second reading and adoption.

Discussion:

If the City Council approves today's recommended action, the anticipated effective date of the ordinance is on or around September 9, 2025.

Fiscal Impact:

The adoption of the ordinance will not result in a direct fiscal impact, as the fire hazard zone designations do not impose any immediate financial obligations on the City. However, future fiscal impacts may arise, as areas classified as high or very high areas may be required to meet more stringent building requirements.

Recommendation:

Staff recommends the City Council conduct second reading, by title only, and adopt Ordinance No. 837, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY,

CALIFORNIA, ADDING SECTION 15.28.200 (FIRE HAZARD SEVERITY ZONES) TO CHAPTER 15.28 (FIRE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CITY OF INDUSTRY MUNICIPAL CODE, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

Exhibits:

1. Ordinance No. 837

ORDINANCE NO. 837

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING THE UPDATED LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONE MAP AS RECOMMENDED BY THE CALIFORNIA OFFICE OF THE STATE FIRE MARSHAL, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

WHEREAS, the California Office of the State Fire Marshal (OSFM) is responsible for classifying lands into Fire Hazard Severity Zones (FHSZs) in both State Responsibility Areas (SRAs) and Local Responsibility Areas (LRAs); and

WHEREAS, pursuant to Government Code Section 51178 and Public Resources Code Section 4202, the OSFM shall identify areas in the state as moderate, high, or very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas; and

WHEREAS, pursuant to Government Code Section 51179, cities must designate, by ordinance, moderate, high, and very high fire hazard severity zones in their jurisdictions within 120 days of receiving OSFM's recommended FHSZ designations for lands within their local jurisdictions. On March 24, 2025, the OSFM released updated and recommended LRA FHSZ map for the City of Industry ("City"); and

WHEREAS, pursuant to Government Code Section 51179(b)(3), the City may not decrease the level of fire hazard severity zone as identified by OSFM, and may only increase the level of fire hazard severity zone within its jurisdiction. The City is not proposing any changes or increases to the classifications recommended by OSFM; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings.

The above recitals are true and correct and are incorporated herein by reference as findings in support of the regulations contained in this Ordinance.

SECTION 2. CEQA Findings.

The proposed Municipal Code amendment has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). The City Council has determined that this Ordinance does not have the potential for creating a significant effect on the environment and is therefore not a project under CEQA pursuant to Section 15061(b)(3) of the CEQA, because it can be seen with certainty that adoption of the ordinance has no possibility of having a significant effect on the environment. Based on the foregoing, the City Council approves and adopts the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

SECTION 3. Adoption of 2025 Fire Hazard Severity Zone Map.

The Local Responsibility Area (LRA) Fire Hazard Severity Zone (FHSZ) map as identified by the California Office of the State Fire Marshal, attached hereto as Attachment A and incorporated by reference, is hereby adopted.

SECTION 4. Clerical Errors.

The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 5. Severability.

Should any section, subsection, clause, or provisions of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity of unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

SECTION 6. Effective Date.

In accordance with California Government Code § 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 7. Publication.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry, California, at a regular meeting held on August 14, 2025, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

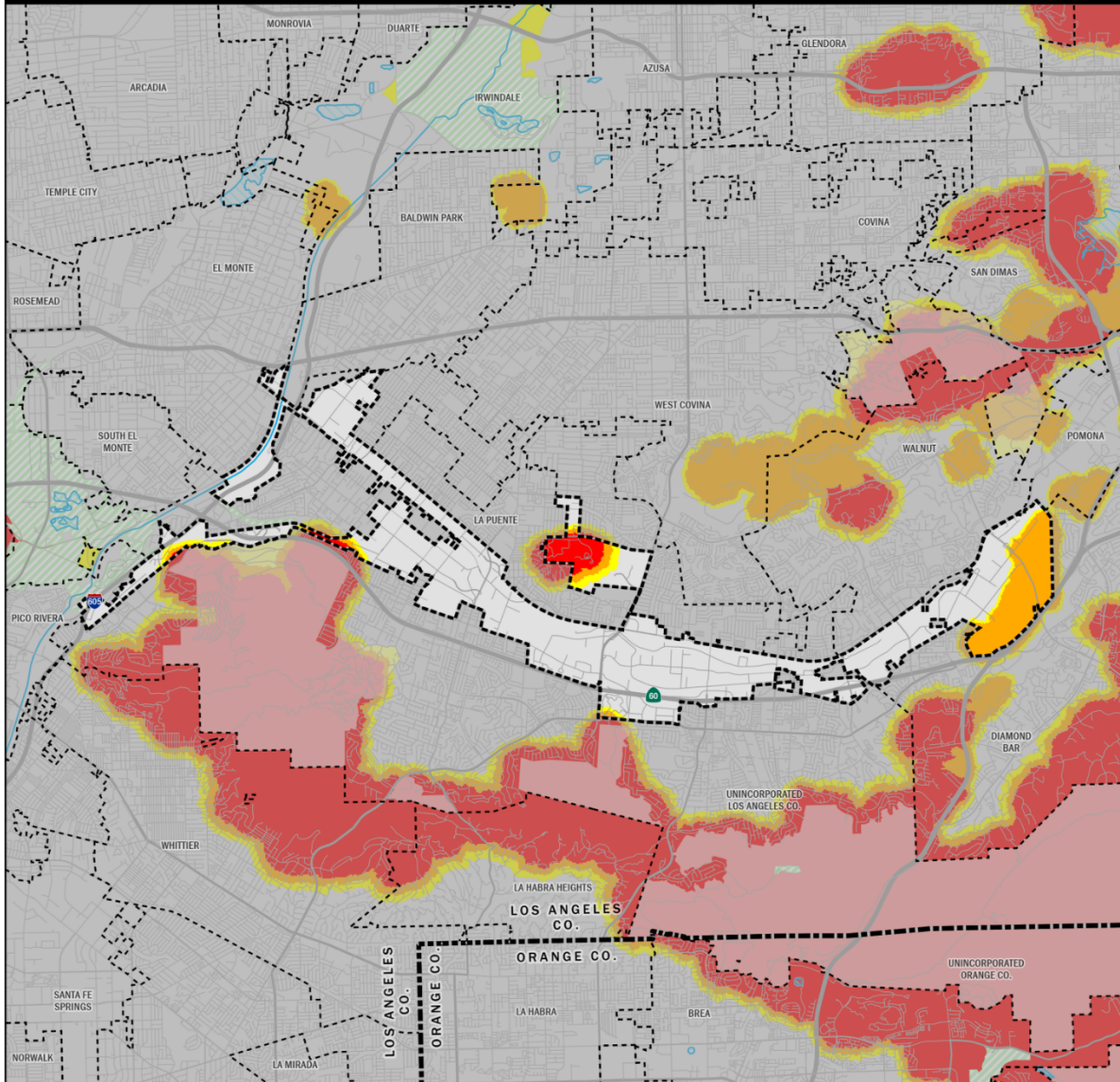
CITY OF INDUSTRY – LOS ANGELES COUNTY



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal

March 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High High Moderate

Mi 0 1 2 3 4
Km 0 1 2 3 4 5 6 7

Projection: NAD 83 California Teale Albers
Scale: 1:96,000 at 11" x 17"

--- Incorporated City Waterbody
--- Unzoned LRA Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

ITEM NO. 6.6

Backup Material will be distributed prior to Meeting

THIS ITEM WILL BE DISTRIBUTED AT THE MEETING

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: August 14, 2025

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Actum-E, LLC, for public relations consulting services, revising the name of the Consultant, increasing compensation by \$40,000.00, and updating the rate schedule

Background:

On October 13, 2022, the City Council approved a Professional Services Agreement ("Agreement") with Elevate Public Affairs, LLC ("Elevate") for a not-to-exceed amount of \$1,000,000.00 through October 31, 2027. Elevate provides public relations consulting services to the City, including assisting City staff with developing press releases, fact sheets, and other informational materials; updating the City's website and social media with upcoming events; preparing print, digital, and other media to attract businesses to the City; and providing day-of support for special events. On January 23, 2025, the City Council approved Amendment No. 1 to the Agreement to increase compensation by \$220,000.00 and to update the scope of services and rate schedule to include event planning services. \$40,000 was allocated for the extra staff support required for special events schedule for the 2025 calendar year.

Discussion:

In July 2025, Elevate merged with Actum, LLC, a global consulting firm, and began doing business as Actum-E, LLC. The proposed amendment revises the name of the Consultant, increases compensation by \$40,000 to provide for extra staff support for special events scheduled for the 2026 calendar year, and updates the rate schedule.

Fiscal Impact:

The cost for public relations consulting services is included in the adopted budget for FY 25/26 under Community Promotion and Economic Development – Professional Services (Account No. 100-621-5120.01). No appropriation is needed at this time.

Recommendation:

Staff recommends that the City Council approve Amendment No. 2 to the Agreement.

Exhibits:

1. Amendment No. 2 to the Professional Services Agreement with Actum-E, LLC, dated August 14, 2025
2. Elevate Public Affairs, LLC Professional Services Agreement dated October 13, 2022

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
ACTUM-E, LLC.**

This Amendment No. 2 to the Professional Services Agreement ("Agreement"), is made and entered into this 14th day of August, 2025 ("Effective Date"), by and between the City of Industry, a municipal corporation ("City") and Actum-E, LLC, a California limited liability company ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, on or about October 13, 2022, the City Council approved the Agreement with Elevate Public Affairs, LLC, to provide public relations consulting services; and

WHEREAS, on or about December 1, 2024, the City Council approved Amendment No. 1 to the Agreement with to update the scope of services, update the rate schedule, and increase compensation by \$220,000.00, which included \$40,000 for special event services for calendar year 2025; and

WHEREAS, in July 2025, Elevate Public Affairs, LLC merged with Actum, LLC, a global consulting firm, and will henceforth be doing business as Actum-E, LLC; and

WHEREAS, the Parties desire to amend the Agreement to revise the name of the Consultant, increase compensation by \$40,000 to account for special event services for calendar year 2026, and update the Rate Schedule; and

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

AMENDMENT

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

Effective immediately, all instances of the term "Elevate Public Affairs, LLC" shall mean "Actum-E, LLC"

Section 4. PAYMENT

Section 4(a) is hereby revised in its entirety:

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set

forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Million Two Hundred Sixty Thousand Dollars (\$1,260,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT B. RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with the 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 hereto have caused this Amendment No. 2 to be executed as of the Effective Date.

“CITY”

City of Industry

“CONSULTANT”

Actum-E, LLC.

By: _____
Joshua Nelson, City Manager

By: _____
Elizabeth Hansell, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

Attachment 1

EXHIBIT B

RATE SCHEDULE

<u>Activity</u>	<u>Rate</u>
Services set forth in Exhibit A	\$15,000.00/monthly

Special Event Additional Support

USA BMX:	\$2,500.00
City of Industry BBQ Picnic:	\$2,500.00
YAL Terror Trail/Halloween Event:	\$2,500.00
City of Industry Holiday Tree Lighting:	\$2,500.00
State of the City:	\$10,000.00
Taste of the City:	\$10,000.00
Industry Hills Charity Pro Rodeo:	\$10,000.00

Not to exceed amount of \$40,000.00 for Calendar Year 2025 and \$40,000.00 for Calendar Year 2026 for special event additional support.

Reimbursement Expenses	\$280,000.00 (not to exceed the term of the Agreement)
------------------------	--

Reimbursable Expenses – City shall reimburse Consultant its actual costs for all photocopy, videography, photography, graphic design, postage, print and digital flyers or similar media, or related support services for event planning, upon prior written approval from City and upon submittal of evidence of said costs along with monthly invoices, as set forth in the Agreement.

EXHIBIT A TO AMENDMENT NO. 2

PROFESSIONAL SERVICES AGREEMENT WITH ACTUM-E, LLC, DATED OCTOBER
13, 2022

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 13, 2022 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Elevate Public Affairs, LLC, a California limited liability company ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 31, 2027, 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 public relations consulting services, serving a municipal agency.

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

Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

City'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 One Million dollars (\$1,000,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 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 Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

(c) Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 9 shall survive the termination of this Agreement and are in addition to any other rights or remedies the City may have under the law.

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

To City:	City of Industry 15625 Mayor Dave Way City of Industry, CA 91744 Attention: City Manager
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney
To Consultant:	Elevate Public Affairs, LLC 10474 Santa Monica Boulevard, #405 Santa Monica, CA 90025 Attention: Elizabeth Hansell, Principal

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions

of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

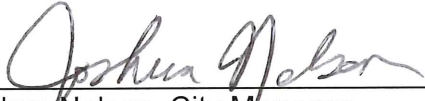
Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

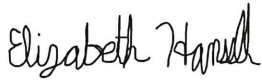
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"CITY"
City of Industry

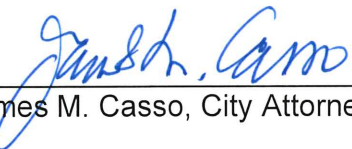
By: 
Joshua Nelson, City Manager

"CONSULTANT"
Elevate Public Affairs, LLC

By: 
Elizabeth Hansell, Principal

Attest:
By: 
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services including, but not limited to:

Develop communication templates; prepare and disseminate press releases; develop fact sheets on City public works or other projects and/or programs funded and/or managed by the City; develop other informational material to communicate to City residents, businesses, and the public; assist the City with its media relations; scheduling and managing media interviews about City activities, including public works projects and programs; facilitate media inquiries, as needed; update City's website's events section for public use; assists with updating digital platforms and social media for improved access to City news and updates; draft, prepare and disseminate information to appropriate publications to attract businesses to the City; identify speaking opportunities; and preparation of information and article submission opportunities with key business journals, membership and trade publications, social media, domestic and international to highlight City.

EXHIBIT B
RATE SCHEDULE

<u>Activity</u>	<u>Rate</u>
Services set forth in Exhibit A	\$15,000.00/month
Reimbursement Expenses	\$100,000.00 (not to exceed the term of the Agreement)

Reimbursable Expenses - City shall reimburse Consultant its actual costs for all photocopy, videography, photography, graphic design, postage, print and digital flyers or similar media, or related services, upon prior written approval from City and upon submittal of evidence of said costs along with the monthly invoices, as set forth in the Agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 6.8



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

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

DATE: August 14, 2025

SUBJECT: Consideration of Award of Contract No. CITY-1528R, Annual Pavement Rehabilitation FY 23 to Sequel Contractors, Inc., in an amount not to exceed \$6,048,299.25, and adopt Notice of Exemption regarding same

Background:

On May 8, 2025, the City Council rejected all bids for Contract No. CITY-1528 and authorized the City Manager to publicly re-bid for Annual Pavement Rehabilitation FY 23 project for an estimated cost of \$7,505,300.00. This project was bid to procure a contractor to resurface various streets throughout the City and reconstruction of Bonelli St. Work consists mainly of cold milling existing AC pavement, constructing AC pavement overlay, installation of asphalt rubber aggregate membrane on Gale Avenue, repair of broken curbs, gutters, driveways and sidewalks; upgrading curb ramps to current ADA standards, adjustment of existing utilities to finish grade, and installing pavement markers, markings and striping and repainting red curb throughout.

On June 23, 2025, the bid was reposted in the City's PlanetBids™ vendor portal and an email notification was sent to 719 vendors. The bid was viewed by 56 prospective bidders. The appropriate trade journals were notified on June 23, 2025. The bid was advertised on June 25, 2025 and July 2, 2025 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until July 11, 2025 at 5:00 p.m. in the City's PlanetBids™ vendor portal.

Discussion:

The bid process closed on July 22, 2025. Eight (8) bids were received. The review of bids has found that Sequel Contractors, 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 Sequel Contractors, Inc. is the lowest bidder.

Bidder	Bid Price
Sequel Contractors, Inc.	\$6,048,299.25
Hardy & Harper, Inc.	\$6,063,000.00
Gentry Brothers, Inc.	\$6,088,265.00
LCR Earthwork & Engineering, Corp.	\$6,194,250.00
Sully-Miller Contracting Company	\$6,225,325.00
Onyx Paving Company, Inc.	\$6,339,000.00
All American Asphalt	\$6,570,357.50
Toro Enterprises, Inc.	\$6,822,606.00

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 the maintenance of existing streets by applying slurry seal for pavement preservation, and pursuant to Section 15301 of the CEQA Regulations, the repair, maintenance, or minor alteration of existing City streets is exempt, as long as there is no expansion (or only negligible expansion) of the use. Here, Staff is proposing the resurfacing of City streets including, cold milling of existing asphalt concrete ("AC") pavement, constructing AC pavement overlay, repairing broken curbs, gutter, driveways, and sidewalks, upgrading curb ramps to current ADA standards, adjusting existing utilities to finish grade, pavement markings, striping and red curb throughout. Work also includes the complete reconstruction of existing AC pavement section on Bonelli Street. Based on the foregoing, Staff is recommending that the City Council adopt a Notice of Exemption for the project.

Fiscal Impact:

The fiscal impact is \$6,048,299.25. In the adopted Fiscal Year 2025-2026 Capital Improvement Project budget \$7,000,000 is approved for this project (Account No. 120-702-5205) (MP 22-04).

Recommendation:

1. Staff recommends that the City Council consider the results of the Annual Pavement Rehabilitation FY 23 bid and award the bid to Sequel Contractors, Inc. and
2. Authorize the City Manager to approve change orders up to ten percent of the contract amount; and
3. Staff recommends that the Council adopt the Notice to Exemption for this project

Exhibits:

1. Bid Results
2. Bid Schedule Packet (Page A-12 and Pages C-4 through C-16)

3. Contractor's State of California and Department of Industrial relations License Detail
4. Notice of Exemption

ATTACHMENT A

City of Industry
 Bid Results for Project Annual Pavement Rehabilitation FY 23 (CITY-1528R)
 Issued on 06/23/2025
 Bid Due on July 22, 2025 10:00 AM (PDT)
 Exported on 07/22/2025

Line Totals (Unit Price * Quantity)

Item No	Description	UOM	Qty	Sequel Contractors, Inc. - Unit Price	Sequel Contractors, Inc. - Line Total	Hardy & Harper, Inc - Unit Price	Hardy & Harper, Inc - Line Total
1	MOBILIZATION	LS	1	\$250,000.00	\$250,000.00	\$159,130.25	\$159,130.25
2	PREPARATION AND IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$20,000.00	\$20,000.00	\$15,750.00	\$15,750.00
3	TRAFFIC CONTROL	LS	1	\$532,500.00	\$532,500.00	\$284,200.00	\$284,200.00
4	BONELLI STREET AERIALY DEPOSITED LEAD TESTING	LS	1	\$15,000.00	\$15,000.00	\$12,400.00	\$12,400.00
5	HAZARDOUS WASTE DISPOSAL	ALLOW	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
6	REMOVE AC PAVEMENT (BONELLI STREET)	SY	10500	\$10.00	\$105,000.00	\$6.00	\$63,000.00
7	COLD MILL EXISTING AC PAVEMENT, 2-1/2"	SY	84700	\$5.75	\$487,025.00	\$5.50	\$465,850.00
8	COLD MILL AC PAVEMENT 2-1/2" DEPTH BELOW LIP OF GUTTER, TAPERING TO 0 INCH DEPTH, DISTANCE PER PLAN FROM EDGE OFF PCC PAVEMENT/GUTTER	SY	19575	\$2.75	\$53,831.25	\$2.80	\$54,810.00
9	UNCLASSIFIED EXCAVATION (BONELLI STREET)	CY	4400	\$48.00	\$211,200.00	\$118.00	\$519,200.00
10	CONSTRUCT STREET PAVE-OUT PER CITY OF INDUSTRY STD PLAN NO. 111	SF	2100	\$40.00	\$84,000.00	\$34.00	\$71,400.00
11	SAWCUT AND REMOVE EXISTING SIDEWALK INCLUDING AGGREGATE BASE	SF	925	\$12.00	\$11,100.00	\$6.30	\$5,827.50
12	SAWCUT AND REMOVE EXISTING PCC CURB AND GUTTER INCLUDING AGGREGATE BASE	LF	420	\$65.00	\$27,300.00	\$34.00	\$14,280.00
13	SAWCUT AND REMOVE EXISTING PCC CURB AND GUTTER INCLUDING AGGREGATE BASE (BONELLI STREET)	LF	450	\$65.00	\$29,250.00	\$34.00	\$15,300.00
14	SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING AGGREGATE BASE	SF	6000	\$18.00	\$108,000.00	\$11.20	\$67,200.00
15	SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING AGGREGATE BASE (BONELLI STREET)	SF	6200	\$18.00	\$111,600.00	\$11.20	\$69,440.00
16	SAWCUT AND REMOVE PEDESTRIAN RAMP, INCLUDING AGGREGATE BASE	SF	4310	\$8.00	\$34,480.00	\$5.50	\$23,705.00
17	SAWCUT AND REMOVE PEDESTRIAN RAMP, INCLUDING AGGREGATE BASE (BONELLI STREET)	SF	420	\$8.00	\$3,360.00	\$5.50	\$2,310.00
18	ASPHALT CONCRETE PAVEMENT	TON	19950	\$126.00	\$2,513,700.00	\$128.00	\$2,553,600.00
19	CRUSHED AGGREGATE BASE	CY	4600	\$45.00	\$207,000.00	\$63.00	\$289,800.00
20	FURNISH AND INSTALL 3/8" ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM)	SY	51640	\$4.45	\$229,798.00	\$5.05	\$260,782.00
21	Tensar InterAX NXP GEOGRID, OR APPROVED EQUAL	SY	10500	\$13.00	\$136,500.00	\$8.60	\$90,300.00
22	CONSTRUCT CONCRETE PAVEMENT TRANSITION PANEL PER CALTRANS STANDARD PLAN NO. P30.	SF	525	\$25.00	\$13,125.00	\$30.45	\$15,986.25
23	CONSTRUCT TYPE A2-8 PCC CURB AND GUTTER (W=2') PER CITY OF INDUSTRY STD. PLAN NO. 112	LF	930	\$45.00	\$41,850.00	\$65.00	\$60,450.00
24	CONSTRUCT PCC CURB AND GUTTER FOR DRIVEWAYS PER CITY OF INDUSTRY STD. PLAN NO. 114	LF	200	\$45.00	\$9,000.00	\$70.00	\$14,000.00
25	CONSTRUCT PEDESTRIAN RAMP, INCLUDING DETECTABLE WARNING SURFACE PER CALTRANS STANDARD PLAN NO. A88A, CASE PER PLAN	SF	5100	\$14.00	\$71,400.00	\$13.00	\$66,300.00
26	CONSTRUCT PCC DRIVEWAY PER DETAIL B, SHEET 2, INCLUDING ADJACENT CURB AND GUTTER	SF	12200	\$12.00	\$146,400.00	\$25.00	\$305,000.00
27	CONSTRUCT 4" PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN NO 115	SF	925	\$12.00	\$11,100.00	\$13.00	\$12,025.00
28	ADJUST MANHOLE COVER AND FRAME TO FINISHED GRADE	EA	77	\$1,200.00	\$92,400.00	\$1,370.00	\$105,490.00
29	ADJUST WATER OR GAS VALVE COVER AND FRAME TO FINISHED GRADE.	EA	74	\$600.00	\$44,400.00	\$1,210.00	\$89,540.00
30	RESTORE TRAFFIC LOOP DETECTORS	EA	33	\$700.00	\$23,100.00	\$500.00	\$16,500.00
31	REPAINT CURB RED	LF	33100	\$2.00	\$66,200.00	\$2.10	\$69,510.00
32	REPAINT RED CURB (BONELLI STREET)	LF	3200	\$2.00	\$6,400.00	\$2.10	\$6,720.00
33	REPAINT YELLOW CURB	LF	140	\$2.00	\$280.00	\$2.10	\$294.00
34	PAVEMENT MARKERS, MARKINGS AND TRAFFIC STRIPING	LS	1	\$200,000.00	\$200,000.00	\$112,400.00	\$112,400.00
35	RESTORE DRIVEWAY LOOP DETECTOR	EA	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00
				Subtotal	\$6,048,299.25		\$6,063,000.00
				Total	\$6,048,299.25		\$6,063,000.00

City of Industry
 Bid Results for Project Annual Pavement Rehabilitation FY 23 (CITY-1528R)
 Issued on 06/23/2025
 Bid Due on July 22, 2025 10:00 AM (PDT)
 Exported on 07/22/2025

Line Totals (Unit Price * Quantity)

Item No	Description	UOM	Qty	Gentry Brothers, Inc. - Unit Price	Gentry Brothers, Inc. - Line Total	LCR Earthwork & Engineering, Corp. - Unit Price	LCR Earthwork & Engineering, Corp. - Line Total	SULLY-MILLER CONTRACTING COMPANY - Unit Price	SULLY-MILLER CONTRACTING COMPANY - Line Total
1	MOBILIZATION	LS	1	\$150,000.00	\$150,000.00	\$400,000.00	\$400,000.00	\$310,000.00	\$310,000.00
2	PREPARATION AND IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00
3	TRAFFIC CONTROL	LS	1	\$525,000.00	\$525,000.00	\$400,000.00	\$400,000.00	\$560,000.00	\$560,000.00
4	BONELLI STREET AERIALY DEPOSITED LEAD TESTING	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
5	HAZARDOUS WASTE DISPOSAL	ALLOW	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
6	REMOVE AC PAVEMENT (BONELLI STREET)	SY	10500	\$6.00	\$63,000.00	\$9.00	\$94,500.00	\$14.30	\$150,150.00
7	COLD MILL EXISTING AC PAVEMENT, 2-1/2"	SY	84700	\$6.00	\$508,200.00	\$4.00	\$338,800.00	\$5.80	\$491,260.00
8	COLD MILL AC PAVEMENT 2-1/2" DEPTH BELOW LIP OF GUTTER, TAPERING TO 0 INCH DEPTH, DISTANCE PER PLAN FROM EDGE OFF PCC PAVEMENT/GUTTER	SY	19575	\$6.00	\$117,450.00	\$3.00	\$58,725.00	\$3.35	\$65,576.25
9	UNCLASSIFIED EXCAVATION (BONELLI STREET)	CY	4400	\$120.00	\$528,000.00	\$55.00	\$242,000.00	\$63.00	\$277,200.00
10	CONSTRUCT STREET PAVE-OUT PER CITY OF INDUSTRY STD PLAN NO. 111	SF	2100	\$4.00	\$8,400.00	\$10.00	\$21,000.00	\$23.00	\$48,300.00
11	SAWCUT AND REMOVE EXISTING SIDEWALK INCLUDING AGGREGATE BASE	SF	925	\$7.00	\$6,475.00	\$5.00	\$4,625.00	\$9.25	\$8,556.25
12	SAWCUT AND REMOVE EXISTING PCC CURB AND GUTTER INCLUDING AGGREGATE BASE	LF	420	\$20.00	\$8,400.00	\$10.00	\$4,200.00	\$50.00	\$21,000.00
13	SAWCUT AND REMOVE EXISTING PCC CURB AND GUTTER INCLUDING AGGREGATE BASE (BONELLI STREET)	LF	450	\$20.00	\$9,000.00	\$10.00	\$4,500.00	\$43.00	\$19,350.00
14	SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING AGGREGATE BASE	SF	6000	\$7.00	\$42,000.00	\$6.00	\$36,000.00	\$13.50	\$81,000.00
15	SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING AGGREGATE BASE (BONELLI STREET)	SF	6200	\$7.00	\$43,400.00	\$6.00	\$37,200.00	\$13.50	\$83,700.00
16	SAWCUT AND REMOVE PEDESTRIAN RAMP, INCLUDING AGGREGATE BASE	SF	4310	\$7.00	\$30,170.00	\$5.00	\$21,550.00	\$9.25	\$39,867.50
17	SAWCUT AND REMOVE PEDESTRIAN RAMP, INCLUDING AGGREGATE BASE (BONELLI STREET)	SF	420	\$7.00	\$2,940.00	\$5.00	\$2,100.00	\$9.25	\$3,885.00
18	ASPHALT CONCRETE PAVEMENT	TON	19950	\$103.00	\$2,054,850.00	\$127.00	\$2,533,650.00	\$120.50	\$2,403,975.00
19	CRUSHED AGGREGATE BASE	CY	4600	\$60.00	\$276,000.00	\$65.00	\$299,000.00	\$57.00	\$262,200.00
20	FURNISH AND INSTALL 3/8" ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM)	SY	51640	\$6.00	\$309,840.00	\$6.50	\$335,660.00	\$5.00	\$258,200.00
21	Tensar InterAX NXP GEOGRID, OR APPROVED EQUAL	SY	10500	\$11.00	\$115,500.00	\$9.00	\$94,500.00	\$9.00	\$94,500.00
22	CONSTRUCT CONCRETE PAVEMENT TRANSITION PANEL PER CALTRANS STANDARD PLAN NO. P30.	SF	525	\$20.00	\$10,500.00	\$10.00	\$5,250.00	\$11.50	\$6,037.50
23	CONSTRUCT TYPE A2-8 PCC CURB AND GUTTER (W=2') PER CITY OF INDUSTRY STD. PLAN NO. 112	LF	930	\$80.00	\$74,400.00	\$75.00	\$69,750.00	\$66.00	\$61,380.00
24	CONSTRUCT PCC CURB AND GUTTER FOR DRIVEWAYS PER CITY OF INDUSTRY STD. PLAN NO. 114	LF	200	\$80.00	\$16,000.00	\$70.00	\$14,000.00	\$66.00	\$13,200.00
25	CONSTRUCT PEDESTRIAN RAMP, INCLUDING DETECTABLE WARNING SURFACE PER CALTRANS STANDARD PLAN NO. A88A, CASE PER PLAN	SF	5100	\$40.00	\$204,000.00	\$20.00	\$102,000.00	\$22.50	\$114,750.00
26	CONSTRUCT PCC DRIVEWAY PER DETAIL B, SHEET 2, INCLUDING ADJACENT CURB AND GUTTER	SF	12200	\$11.00	\$134,200.00	\$20.00	\$244,000.00	\$19.50	\$237,900.00
27	CONSTRUCT 4" PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN NO. 115	SF	925	\$9.00	\$8,325.00	\$10.00	\$9,250.00	\$16.50	\$15,262.50
28	ADJUST MANHOLE COVER AND FRAME TO FINISHED GRADE	EA	77	\$800.00	\$61,600.00	\$900.00	\$69,300.00	\$1,550.00	\$119,350.00
29	ADJUST WATER OR GAS VALVE COVER AND FRAME TO FINISHED GRADE.	EA	74	\$125.00	\$9,250.00	\$700.00	\$51,800.00	\$1,050.00	\$77,700.00
30	RESTORE TRAFFIC LOOP DETECTORS	EA	33	\$525.00	\$17,325.00	\$500.00	\$16,500.00	\$475.00	\$15,675.00
31	REPAINT CURB RED	LF	33100	\$11.00	\$364,100.00	\$10.50	\$347,550.00	\$2.00	\$66,200.00
32	REPAINT RED CURB (BONELLI STREET)	LF	3200	\$12.00	\$38,400.00	\$11.50	\$36,800.00	\$2.00	\$6,400.00
33	REPAINT YELLOW CURB	LF	140	\$11.00	\$1,540.00	\$11.00	\$1,540.00	\$2.00	\$280.00
34	PAVEMENT MARKERS, MARKINGS AND TRAFFIC STRIPING	LS	1	\$130,000.00	\$130,000.00	\$110,000.00	\$110,000.00	\$106,995.00	\$106,995.00
35	RESTORE DRIVEWAY LOOP DETECTOR	EA	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$475.00	\$475.00
					\$6,088,265.00		\$6,194,250.00		\$6,225,325.00
					\$6,088,265.00		\$6,194,250.00		\$6,225,325.00

City of Industry
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Line Totals (Unit Price * Quantity)

Item No	Description	UOM	Qty	ONYX PAVING COMPANY INC. - Unit Price	ONYX PAVING COMPANY INC. - Line Total	All American Asphalt - Unit Price	All American Asphalt - Line Total	Toro Enterprises, Inc. - Unit Price	Toro Enterprises, Inc. - Line Total
1	MOBILIZATION	LS	1	\$222,000.00	\$222,000.00	\$250,000.00	\$250,000.00	\$410,000.00	\$410,000.00
2	PREPARATION AND IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$28,400.00	\$28,400.00	\$13,500.00	\$13,500.00	\$53,000.00	\$53,000.00
3	TRAFFIC CONTROL	LS	1	\$555,000.00	\$555,000.00	\$265,000.00	\$265,000.00	\$390,000.00	\$390,000.00
4	BONELLI STREET AERIALY DEPOSITED LEAD TESTING	LS	1	\$28,000.00	\$28,000.00	\$7,800.00	\$7,800.00	\$25,000.00	\$25,000.00
5	HAZARDOUS WASTE DISPOSAL	ALLOW	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
6	REMOVE AC PAVEMENT (BONELLI STREET)	SY	10500	\$13.00	\$136,500.00	\$19.00	\$199,500.00	\$11.00	\$115,500.00
7	COLD MILL EXISTING AC PAVEMENT, 2-1/2"	SY	84700	\$3.69	\$312,543.00	\$6.85	\$580,195.00	\$5.30	\$448,910.00
8	COLD MILL AC PAVEMENT 2-1/2" DEPTH BELOW LIP OF GUTTER, TAPERING TO 0 INCH DEPTH, DISTANCE PER PLAN FROM EDGE OFF PCC PAVEMENT/GUTTER	SY	19575	\$2.82	\$55,201.50	\$4.50	\$88,087.50	\$4.95	\$96,896.25
9	UNCLASSIFIED EXCAVATION (BONELLI STREET)	CY	4400	\$88.00	\$387,200.00	\$135.00	\$594,000.00	\$88.00	\$387,200.00
10	CONSTRUCT STREET PAVE-OUT PER CITY OF INDUSTRY STD PLAN NO. 111	SF	2100	\$24.00	\$50,400.00	\$32.00	\$67,200.00	\$38.00	\$79,800.00
11	SAWCUT AND REMOVE EXISTING SIDEWALK INCLUDING AGGREGATE BASE	SF	925	\$8.00	\$7,400.00	\$11.00	\$10,175.00	\$6.55	\$6,058.75
12	SAWCUT AND REMOVE EXISTING PCC CURB AND GUTTER INCLUDING AGGREGATE BASE	LF	420	\$48.00	\$20,160.00	\$32.00	\$13,440.00	\$47.00	\$19,740.00
13	SAWCUT AND REMOVE EXISTING PCC CURB AND GUTTER INCLUDING AGGREGATE BASE (BONELLI STREET)	LF	450	\$48.00	\$21,600.00	\$32.00	\$14,400.00	\$47.00	\$21,150.00
14	SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING AGGREGATE BASE	SF	6000	\$11.00	\$66,000.00	\$12.00	\$72,000.00	\$11.00	\$66,000.00
15	SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING AGGREGATE BASE (BONELLI STREET)	SF	6200	\$11.00	\$68,200.00	\$12.00	\$74,400.00	\$11.15	\$69,130.00
16	SAWCUT AND REMOVE PEDESTRIAN RAMP, INCLUDING AGGREGATE BASE	SF	4310	\$8.00	\$34,480.00	\$10.00	\$43,100.00	\$7.00	\$30,170.00
17	SAWCUT AND REMOVE PEDESTRIAN RAMP, INCLUDING AGGREGATE BASE (BONELLI STREET)	SF	420	\$8.00	\$3,360.00	\$10.00	\$4,200.00	\$13.00	\$5,460.00
18	ASPHALT CONCRETE PAVEMENT	TON	19950	\$123.00	\$2,453,850.00	\$128.00	\$2,553,600.00	\$135.00	\$2,693,250.00
19	CRUSHED AGGREGATE BASE	CY	4600	\$73.00	\$335,800.00	\$50.00	\$230,000.00	\$48.00	\$220,800.00
20	FURNISH AND INSTALL 3/8" ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM)	SY	51640	\$5.55	\$286,602.00	\$5.00	\$258,200.00	\$5.70	\$294,348.00
21	Tensar InterAX NXP GEOGRID, OR APPROVED EQUAL	SY	10500	\$14.00	\$147,000.00	\$12.00	\$126,000.00	\$12.00	\$126,000.00
22	CONSTRUCT CONCRETE PAVEMENT TRANSITION PANEL PER CALTRANS STANDARD PLAN NO. P30.	SF	525	\$33.00	\$17,325.00	\$50.00	\$26,250.00	\$65.00	\$34,125.00
23	CONSTRUCT TYPE A2-8 PCC CURB AND GUTTER (W=2') PER CITY OF INDUSTRY STD. PLAN NO. 112	LF	930	\$88.00	\$81,840.00	\$70.00	\$65,100.00	\$105.00	\$97,650.00
24	CONSTRUCT PCC CURB AND GUTTER FOR DRIVEWAYS PER CITY OF INDUSTRY STD. PLAN NO. 114	LF	200	\$88.00	\$17,600.00	\$70.00	\$14,000.00	\$113.00	\$22,600.00
25	CONSTRUCT PEDESTRIAN RAMP, INCLUDING DETECTABLE WARNING SURFACE PER CALTRANS STANDARD PLAN NO. A88A, CASE PER PLAN	SF	5100	\$20.00	\$102,000.00	\$35.00	\$178,500.00	\$33.00	\$168,300.00
26	CONSTRUCT PCC DRIVEWAY PER DETAIL B, SHEET 2, INCLUDING ADJACENT CURB AND GUTTER	SF	12200	\$22.00	\$268,400.00	\$25.00	\$305,000.00	\$31.00	\$378,200.00
27	CONSTRUCT 4" PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN NO 115	SF	925	\$16.00	\$14,800.00	\$16.00	\$14,800.00	\$27.00	\$24,975.00
28	ADJUST MANHOLE COVER AND FRAME TO FINISHED GRADE	EA	77	\$1,555.00	\$119,735.00	\$1,400.00	\$107,800.00	\$1,450.00	\$111,650.00
29	ADJUST WATER OR GAS VALVE COVER AND FRAME TO FINISHED GRADE.	EA	74	\$555.00	\$41,070.00	\$600.00	\$44,400.00	\$550.00	\$40,700.00
30	RESTORE TRAFFIC LOOP DETECTORS	EA	33	\$555.00	\$18,315.00	\$495.00	\$16,335.00	\$521.00	\$17,193.00
31	REPAINT CURB RED	LF	33100	\$2.82	\$93,342.00	\$2.00	\$66,200.00	\$1.81	\$59,911.00
32	REPAINT RED CURB (BONELLI STREET)	LF	3200	\$3.45	\$11,040.00	\$2.00	\$6,400.00	\$1.91	\$6,112.00
33	REPAINT YELLOW CURB	LF	140	\$3.45	\$483.00	\$2.00	\$280.00	\$1.80	\$252.00
34	PAVEMENT MARKERS, MARKINGS AND TRAFFIC STRIPING	LS	1	\$182,798.50	\$182,798.50	\$110,000.00	\$110,000.00	\$152,000.00	\$152,000.00
35	RESTORE DRIVEWAY LOOP DETECTOR	EA	1	\$555.00	\$555.00	\$495.00	\$495.00	\$525.00	\$525.00
					\$6,339,000.00		\$6,570,357.50		\$6,822,606.00
					\$6,339,000.00		\$6,570,357.50		\$6,822,606.00

BID BOND

PROJECT NO. 528R
ANNUAL PAVEMENT REHABILITATION FY 23
 CONTRACT NO. CITY-1528R

KNOW ALL MEN BY THESE PRESENTS that we Sequel Contractors, Inc.
 _____ as BIDDER, and _____
Merchants Bonding Company (Mutual), a corporation organized
 and existing under the laws of the State of Iowa, and duly authorized to transact
 business under the laws of the State of California, as SURETY, are held and firmly bound unto
 the City of Industry ("CITY"), in the penal sum of Ten percent of the total amount of the bid [IN WORDS]
 dollars (\$ 10%), which is 10 percent of the total amount bid by BIDDER to CITY 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 CITY 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 CITY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this
7th day of July, 2025.

BIDDER:

Name: Sequel Contractors, Inc.

Address: 13546 Imperial Highway

Santa Fe Springs, CA 90670

By: Thomas S. Paek

Signature: _____

Title: President

SURETY:

Name: Merchants Bonding Company (Mutual)

Address: 6700 Westown Parkway

West Des Moines, IA 50266-7754

By: Douglas A. Rapp

Signature: _____

Title: Attorney in Fact

Note:

- The signature on this form (Bid Bond, Page A-12) must be acknowledged before a Notary Public with its own 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

CIVIL CODE § 1189

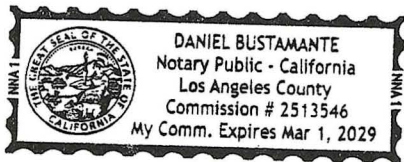
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 7/7/25 before me, Daniel Bustamante, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Thomas S. Pade
 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.



Signature [Signature]
 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: B.I. Bond
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ 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: _____

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)

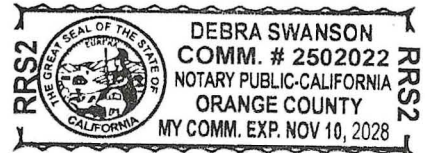
On July 07, 2025 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp,
who proved to me on the basis of satisfactory evidence to be the person(●) 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(●), or the entity upon behalf of which the person(●) 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 Debra Swanson (Seal)



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Douglas A Rapp; Timothy D Rapp

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025



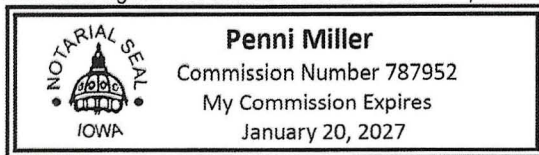
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of July, 2025



Secretary

POA 0018 (5/25)

SECTION C
BID SCHEDULE

FOR

CITY OF INDUSTRY
PROJECT NO. 528R

PLEASE NOTE THAT UNIT PRICES SHALL ONLY BE ENTERED ONLINE WITHIN THE PLANETBIDS™ SOFTWARE. BID SCHEDULE PAGES C-4 THROUGH C-12 ARE REQUIRED TO BE SUBMITTED AS A PDF UPLOAD VIA PLANETBIDS PER CHECKLIST ON PAGE B-6.

ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528R

BIDDER: Sequel Contractors 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
1.	MOBILIZATION	1	LS		
2.	PREPARATION AND IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION PLAN	1	LS		
3.	TRAFFIC CONTROL	1	LS		
4.	BONELLI STREET AERIALY DEPOSITED LEAD TESTING	1	LS		
5.	HAZARDOUS WASTE DISPOSAL	1	ALLOW	\$150,000	\$150,000
6.	REMOVE AC PAVEMENT (BONELLI STREET)	10,500	SY		
7.	COLD MILL EXISTING AC PAVEMENT, 2-1/2"	84,700	SY		
8.	COLD MILL AC PAVEMENT 2-1/2" DEPTH BELOW LIP OF GUTTER, TAPERING TO 0 INCH DEPTH, DISTANCE PER PLAN FROM EDGE OFF PCC PAVEMENT/GUTTER	19,575	SY		
9.	UNCLASSIFIED EXCAVATION (BONELLI STREET)	4,400	CY		
10.	CONSTRUCT STREET PAVE-OUT PER CITY OF INDUSTRY STD PLAN NO. 111	2,100	SF		
11.	SAWCUT AND REMOVE EXISTING SIDEWALK INCLUDING AGGREGATE BASE	925	SF		
12.	SAWCUT AND REMOVE EXISTING PCC CURB AND GUTTER INCLUDING AGGREGATE BASE	420	LF		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
13.	SAWCUT AND REMOVE EXISTING PCC CURB AND GUTTER INCLUDING AGGREGATE BASE (BONELLI STREET)	450	LF		
14.	SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING AGGREGATE BASE	6,000	SF		
15.	SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING AGGREGATE BASE (BONELLI STREET)	6,200	SF		
16.	SAWCUT AND REMOVE PEDESTRIAN RAMP, INCLUDING AGGREGATE BASE	4,310	SF		
17.	SAWCUT AND REMOVE PEDESTRIAN RAMP, INCLUDING AGGREGATE BASE (BONELLI STREET)	420	SF		
18.	ASPHALT CONCRETE PAVEMENT	19,950	TON		
19.	CRUSHED AGGREGATE BASE	4,600	CY		
20.	FURNISH AND INSTALL 3/8" ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM)	51,640	SY		
21.	Tensar InterAX NXP GEOGRID, OR APPROVED EQUAL	10,500	SY		
22.	CONSTRUCT CONCRETE PAVEMENT TRANSITION PANEL PER CALTRANS STANDARD PLAN NO. P30.	525	SF		
23.	CONSTRUCT TYPE A2-8 PCC CURB AND GUTTER (W=2') PER CITY OF INDUSTRY STD. PLAN NO. 112	930	LF		
24.	CONSTRUCT PCC CURB AND GUTTER FOR DRIVEWAYS PER CITY OF INDUSTRY STD. PLAN NO. 114	200	LF		
25.	CONSTRUCT PEDESTRIAN RAMP, INCLUDING DETECTABLE WARNING SURFACE PER CALTRANS STANDARD PLAN NO. A88A, CASE PER PLAN	5,100	SF		
26.	CONSTRUCT PCC DRIVEWAY PER DETAIL B, SHEET 2, INCLUDING ADJACENT CURB AND GUTTER	12,200	SF		
27.	CONSTRUCT 4" PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN NO 115	925	SF		
28.	ADJUST MANHOLE COVER AND FRAME TO FINISHED GRADE	77	EA		
29.	ADJUST WATER OR GAS VALVE COVER AND FRAME TO FINISHED GRADE.	74	EA		
30.	RESTORE TRAFFIC LOOP DETECTORS	33	EA		
31.	REPAINT CURB RED	33,100	LF		
32.	REPAINT RED CURB (BONELLI STREET)	3,200	LF		
33.	REPAINT YELLOW CURB	140	LF		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
34.	PAVEMENT MARKERS, MARKINGS AND TRAFFIC STRIPING	1	LS		
35.	RESTORE DRIVEWAY LOOP DETECTOR	1	EA		
GRAND TOTAL					

I hereby certify that on July 22nd, 2025, Thomas S. Pack President
(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.

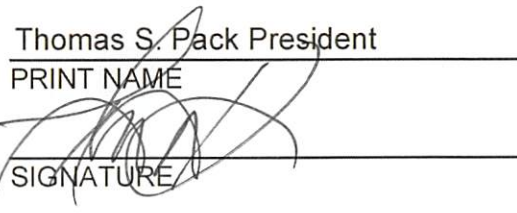
By:

Sequel Contractors Inc
 CONTRACTOR NAME

Mike@sequelcontractors.com
 EMAIL ADDRESS

1000003521
 DIR #

Thomas S. Pack President
 PRINT NAME


 SIGNATURE

BID RESULTS

CITY OF INDUSTRY
PROJECT NO. 528R

ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528R

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.

1. I will provide securities (escrow account) in lieu of monies to be withheld to
(Initials) ensure performance under the contract as per Section D63, General Provisions.
2. I will not provide securities in lieu of monies to ensure performance under the
(Initials) contract. I understand retention will be held by the City of Industry per Section
D22R, General Provisions.

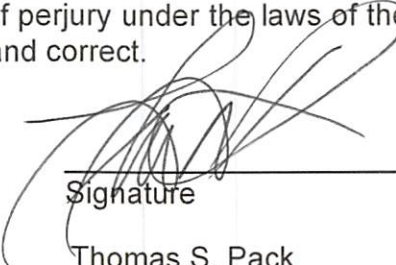
The undersigned, as bidder, declares as follows:

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 City of Industry 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 CITY 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 22nd day of July, 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.

Sequel Contractors Inc
 Bidder
13546 Imperial Highway
 Mailing Address
Santa Fe Springs , California 90670
 City/State/Zip
(562) 802 7227
 Telephone
(562) 802-7499
 Fax


 Signature

Thomas S. Pack
 Print Name

President
 Title

610600A
 License No./Class

1/31/27
 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-2R, Item 4 - Signature of Bid).

AFFIX CORPORATE SEAL

Sequel Contractors Inc
Thomas S. Pack President
Abel Magallanes Vice President
Michael A. Mahler, Secretary

Note:

- The signature on this form (Bidder's Information Sheet, Pages C-8 and C-9) must be acknowledged before a Notary Public with its own Acknowledgement Form attached.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

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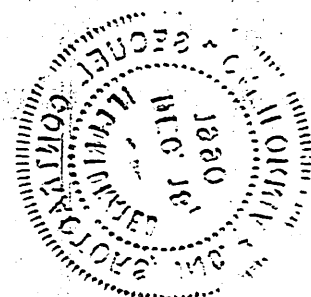
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

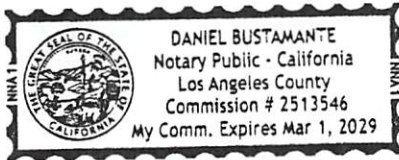
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 7/22/25 before me, Daniel Bustamante, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Thomas S. Pack
 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.



Signature Daniel Bustamante
 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: Bidders Information Sheets
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

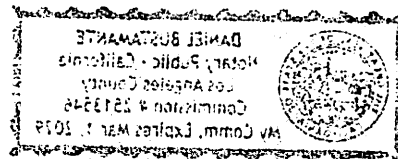
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ 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: _____

Daniel Bustamante, Notary Public

James C. Park



Witness Signature

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF SEQUEL CONTRACTORS, INC.

The undersigned being all of the Directors of SEQUEL CONTRATORS, INC. a California Corporation, do hereby take the following action by this written consent at a meeting of the Board of Directors held on April 4, 2024 in accordance with the Bylaws of the Corporation and the California Corporation Code.

WHEREAS, the Board of Directors deems it advisable to authorize the officers of the Corporation, Abel Magallanes, Thomas S. Pack and Michael A. Mahler, respectively, to execute bid bonds on behalf of the Corporation with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized to execute labor, material, and faithful performance bonds in connection with contracts to be entered into with any agency, person, company or municipality;

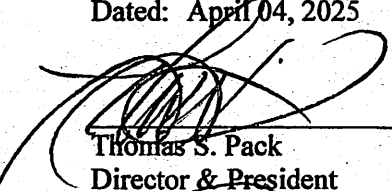
RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized and directed to execute and deliver street improvement contracts and related agreements with any agency, person, company or municipality on such terms conditions as they deem advisable in their sole discretion;

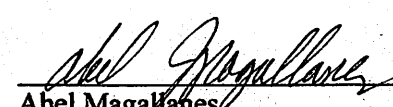
RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized by their sole signatures on any document to bind this corporation to contract, bids, bonds, etc.;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized and directed to take any and all such other actions and execute such other documents as may be necessary or appropriate to carry out the purposes of the foregoing authorizations.

In witness thereof, the undersigned Directors have executed this unanimous written consent to indicate this adoption of the consent of the foregoing resolution and the action set forth therein.

Dated: April 04, 2025


Thomas S. Pack
Director & President


Abel Magallanes
Vice President & Assistant Secretary


Michael A. Mahler
Director & Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

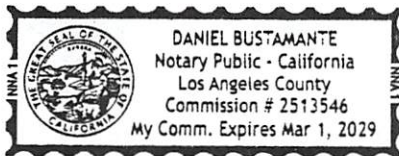
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 7/22/25 before me, Daniel Bustamante, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared James S. Peck
 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.



Signature Daniel Bustamante
 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: Contractors License Affidavit
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

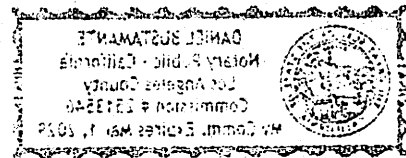
Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Public Notary, Daniel Sustantante

April 2001

1/5/01

Notary Public



Notary Public

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 528R

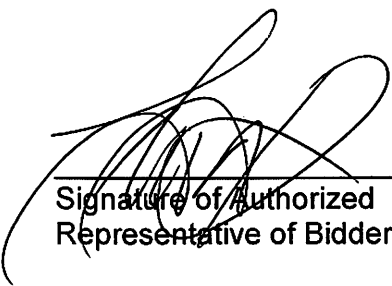
ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528R

Sequel Contractors Inc certifies that:
Bidder

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

- | | | | |
|--|---|---|--|
| ☐ ASBESTOS | ☐ BOILERMAKER | ☐ BRICKLAYERS | ☐ CARPENTERS |
| ☐ CARPET/LINOLEUM | ☒ CEMENT MASONS | ☐ DRYWALL FINISHER | ☐ DRYWALL/LATHERS |
| ☒ ELECTRICIANS | ☐ ELEVATOR MECHANIC | ☐ GLAZIERS | ☐ IRON WORKERS |
| ☒ LABORERS | ☐ MILLWRIGHTS | ☒ OPERATING ENG | ☐ PAINTERS |
| ☐ PILE DRIVERS | ☐ PIPE TRADES | ☐ PLASTERERS | ☐ ROOFERS |
| ☐ SHEET METAL | ☐ SOUND/COMM | ☒ SURVEYORS | ☒ TEAMSTER |
| ☐ TILE WORKERS | | | |



Signature of Authorized
Representative of Bidder

Thomas S. Pack President

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 528R

ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528R

CONTRACTOR:

Sequel Contractors Inc

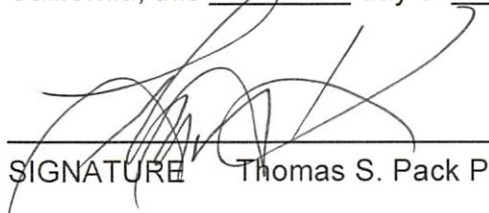
BUSINESS ADDRESS:

13546 Imperial Highway, Santa Fe Springs Ca 90670

In submitting this bid for the project:

I, Thomas S. Pack President, 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 Santa Fe Springs
California, this 22nd day of July, 2025.


SIGNATURE Thomas S. Pack President

Note:

- The signature on this form (Non-Collusion Declaration, Page C-12) must be acknowledged before a Notary Public with its own 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

CIVIL CODE § 1189

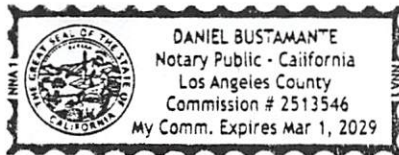
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 7/22/25 before me, Daniel Bustamante, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared James S. Pock
 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.



Signature Daniel Bustamante
 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: Non-Collusion Declaration
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

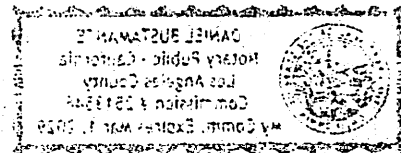
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ 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: _____

Public Information, Notary Public

March 2, 2000



Notary Public Seal

SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO. 528R

ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528R

(See Paragraph 14 - Instructions to Bidders)

- **Please note that all subcontractors are to be inputted online only using the PlanetBids™ Subcontractor module.**

CONTRACTOR REFERENCE VERIFICATION

CITY OF INDUSTRY
PROJECT NO. 528R

ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528R

CONTRACTOR: Sequel Contractors Inc.

Company: City of South Gate

Contact Name: Elias Saitaly

Address: 8650 California Ave

Title: Project Engineer

Phone Number: (562) 968-4860

Email: esaitaly@sogate.org

Project Description: Garfield Ave Street Improvements

Date of Completion: June 2024 Awarded \$ amount: 4,576,975⁰⁰

Comments: _____

Company: City of Industry

Contact Name: Chris Lum

Address: 15625 Mayor Dave Way

Title: Project Engineer

Phone Number: (562) 896-2260

Email: CLUM@CNC-eng.com

Project Description: Gale Ave Improvements

Date of Completion: July 2024 Awarded \$ amount: 2,159,926⁰⁰

Comments: _____

City of Toronto

City of Toronto
1000-1000 (400)

City of Toronto
1000-1000 (400)

City of Toronto
1000-1000 (400)

City of Toronto
1000-1000 (400)

City of Toronto
1000-1000 (400)

City of Toronto
1000-1000 (400)

City of Toronto
1000-1000 (400)

City of Toronto
1000-1000 (400)

City of Toronto
1000-1000 (400)

City of Toronto
1000-1000 (400)

Company: City of Hawthorne

Contact Name: Jesus Valesquez

Address: 4455 W. 126th Street

Title: Project Engineer

Phone Number: (310) 349-2980

Email: JValesquez@cityofhawthorne.org

Project Description: 120th Street Improvements

Date of Completion: April 2025 Awarded \$ amount: 3,195,100⁰⁰

Comments: _____

James Valerius
Hector Valerius
C/O 30-210

City of Hamilton
West W. 1st Street
Hamilton, N.Y. 12040

James & Hector Valerius
1307 West 1st Street

3/12/88

April 1988

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

STATEMENT OF EXPERIENCE

- | | | |
|----|--|---|
| 1. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT: | CITY OF SOUTH GATE
8650 CALIFORNIA AVE.
SOUTH GATE, CA 90280
(562) 968-4860
ELIAS SAIKALY
GARFIELD AVE STREET IMPROVEMENTS |
| | PROJECT AMOUNT:
COMPLETION DATE | \$4,576,975.00
JUNE 2024 |
- | | | |
|----|--|--|
| 2. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT: | CITY OF INDUSTRY
15625 MAYOR DAVE WAY
INDUSTRY, CA 91744
(562) 896-2260
CHRIS LUM
GALE AVENUE IMPROVEMENT PROJECT |
| | PROJECT AMOUNT:
COMPLETION DATE | \$2,159,926.00
JULY 2024 |
- | | | |
|----|--|---|
| 3. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT: | CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280
(323) 562-9574
KEN TUONG
RESIDENTIAL STREET REHAB PHASE I-III |
| | PROJECT AMOUNT:
COMPLETION DATE | \$7,450,000
JANUARY 2024 |
- | | | |
|----|--|---|
| 4. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT: | CITY HAWTHORNE
4455 W. 126 TH STREET
HAWTHORNE, CA 90250
(310) 349-2980
JESUS VALESQUEZ
NORTH MOBILITY ENHANCEMENTS |
| | PROJECT AMOUNT:
COMPLETION DATE | \$6,641,605
SEPTEMBER 2024 |
- | | | |
|----|--|---|
| 5. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT: | CITY OF LYNWOOD
11330 BULLIS RD.
LYNWOOD, CA 90262
(310) 603-0220
MIR FATTAHI
CIP PRIORITY 2 STREET IMPROVEMENTS |
| | PROJECT AMOUNT:
COMPLETION DATE | \$1,148,000.00
MAY 2023 |

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

STATEMENT OF EXPERIENCE

- | | | |
|-----|--|---|
| 6. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT:

PROJECT AMOUNT:
COMPLETION DATE | CITY OF INGLEWOOD
1 MANCHESTER BLVD.
INGLEWOOD, CA 90301
(310) 412-5111
HUNTER NGUYEN
CITYWIDE STREET AND ALLEY IMPROVEMENTS

\$5,988,644.00
SEPTEMBER 2024 |
| 7. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT:

PROJECT AMOUNT:
COMPLETION DATE | CITY OF BELLFLOWER
16600 CIVIC CENTER DRIVE
BELLFLOWER, CA 90706
(562) 755-7158
FRANK PRECIADO
LOCAL STREET GRIND AND PAVE

\$532,920.60
MARCH 2024 |
| 8. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT:

PROJECT AMOUNT:
COMPLETION DATE | CITY OF INDUSTRY
15625 MAYOR DAVE WAY
INDUSTRY, CA 91744
(626) 956-8034
JERRY PEREZ
ROLAND STREET IMPROVEMENT PROJECT
\$2,789,000.00

DECEMBER 2023 |
| 9. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT:

PROJECT AMOUNT:
COMPLETION DATE | CITY OF SAN DIMAS
245 BONITA AVE.
SAN DIMAS, CA 91773
(909) 477-9137
BRANDON SLATER
EATON ROAD IMPROVEMENTS

\$784,477.00
MAY 2023 |
| 10. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT:

PROJECT AMOUNT:
COMPLETION DATE | CITY OF LAWNSDALE
14717 BURIN AVE
LAWNSDALE, CA 90260
(310) 973-3265
NICK PETREVSKI
RESIDENTIAL STREET REHABILITATION

\$2,028,653.77
NOVEMBER 2024 |

BID BOND

PROJECT NO. 528R
ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528R

KNOW ALL MEN BY THESE PRESENTS that we Sequel Contractors, Inc. as BIDDER, and Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Industry ("CITY"), in the penal sum of Ten percent of the total amount of the bid [IN WORDS] dollars (\$ 10%), which is 10 percent of the total amount bid by BIDDER to CITY 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 CITY 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 CITY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 7th day of July, 2025.

BIDDER:

Name: Sequel Contractors, Inc.

Address: 13546 Imperial Highway

Santa Fe Springs, CA 90670

By: Thomas S. Paek

Signature: [Signature]

Title: President

SURETY:

Name: Merchants Bonding Company (Mutual)

Address: 6700 Westown Parkway

West Des Moines, IA 50266-7754

By: Douglas A. Rapp

Signature: [Signature]

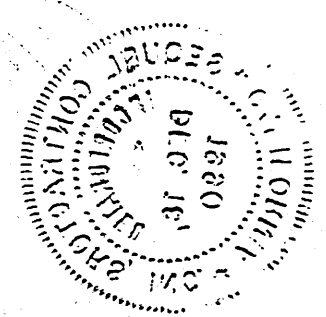
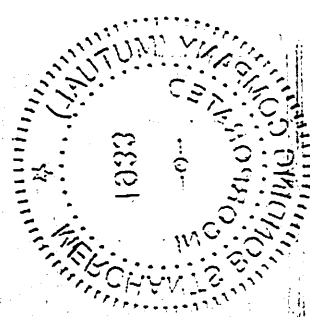
Title: Attorney in Fact

Note:

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

24

3-2-1944



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

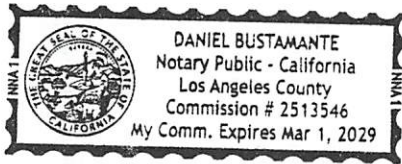
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 7/7/25 before me, Daniel Bustamante, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Thomas S. Pade
 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.



Signature Daniel Bustamante
 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: B, I Bond
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ 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: _____

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

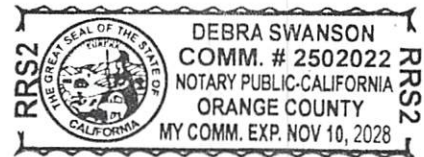
On July 07, 2025 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp
who proved to me on the basis of satisfactory evidence to be the person(☉) whose name(☉) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(☉), and that by his/~~her/their~~ signature(☉) on the instrument the
person(☉), or the entity upon behalf of which the person(☉) 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 Debra Swanson (Seal)



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Douglas A Rapp; Timothy D Rapp

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.



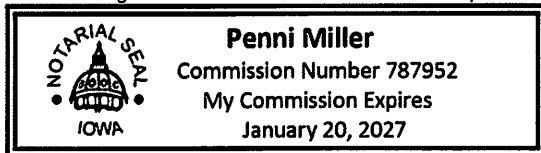
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

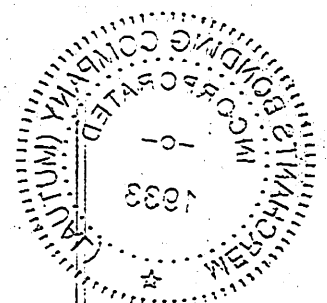
I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of July, 2025.



Secretary

POA 0018 (5/25)



SUBCONTRACTOR'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 528R

ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528R

Subcontractor: Cal Stripe Inc

1000001100

Certificate No. (PWC Registration No.)

06-30-2027

Expiration Date

685387 Class A

License No.

01-31-2026

Expiration Date

Certifies:

The following construction trades will be used in the work (Please check all that apply):

- | | | | |
|--|--|---|--|
| ☐ ASBESTOS | ☐ BOILERMAKER | ☐ BRICKLAYERS | ☐ CARPENTERS |
| ☐ CARPET/LINOLEUM | ☐ CEMENT MASONS | ☐ DRYWALL FINISHER | ☐ DRYWALL/LATHERS |
| ☐ ELECTRICIANS | ☐ ELEVATOR MECHANIC | ☐ GLAZIERS | ☐ IRON WORKERS |
| ☒ LABORERS | ☐ MILLWRIGHTS | ☐ OPERATING ENG | ☐ PAINTERS |
| ☐ PILE DRIVERS | ☐ PIPE TRADES | ☐ PLASTERERS | ☐ ROOFERS |
| ☐ SHEET METAL | ☐ SOUND/COMM | ☐ SURVEYORS | ☐ TEAMSTER |
| ☐ TILE WORKERS | | | |

Bo Boisvert - Estimator 07/22/2025

Signature of Authorized
Representative of Subcontractor

**NOTE: THIS FORM MUST BE COMPLETED FOR EACH SUBCONTRACTOR LISTED IN
PLANETBIDS™**

SUBCONTRACTOR'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 528R

ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528R

Subcontractor: Manhole Adjusting Inc.

1000004104
Certificate No. (PWC Registration No.)

6/30/2026
Expiration Date

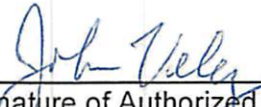
398443
License No.

1/31/2027
Expiration Date

Certifies:

The following construction trades will be used in the work (Please check all that apply):

- | | | | |
|--|--|---|--|
| ☐ ASBESTOS | ☐ BOILERMAKER | ☐ BRICKLAYERS | ☐ CARPENTERS |
| ☐ CARPET/LINOLEUM | ☐ CEMENT MASONS | ☐ DRYWALL FINISHER | ☐ DRYWALL/LATHERS |
| ☐ ELECTRICIANS | ☐ ELEVATOR MECHANIC | ☐ GLAZIERS | ☐ IRON WORKERS |
| ☒ LABORERS | ☐ MILLWRIGHTS | ☒ OPERATING ENG | ☐ PAINTERS |
| ☐ PILE DRIVERS | ☐ PIPE TRADES | ☐ PLASTERERS | ☐ ROOFERS |
| ☐ SHEET METAL | ☐ SOUND/COMM | ☐ SURVEYORS | ☐ TEAMSTER |
| ☐ TILE WORKERS | | | |



Signature of Authorized
Representative of Subcontractor

**NOTE: THIS FORM MUST BE COMPLETED FOR EACH SUBCONTRACTOR LISTED IN
PLANETBIDS™**

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 528R

ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528R

California Professional Engineering Inc. certifies that:
Bidder

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

- | | | | |
|--|--|---|--|
| ☐ ASBESTOS | ☐ BOILERMAKER | ☐ BRICKLAYERS | ☐ CARPENTERS |
| ☐ CARPET/LINOLEUM | ☐ CEMENT MASONS | ☐ DRYWALL FINISHER | ☐ DRYWALL/LATHERS |
| ☒ ELECTRICIANS | ☐ ELEVATOR MECHANIC | ☐ GLAZIERS | ☐ IRON WORKERS |
| ☒ LABORERS | ☐ MILLWRIGHTS | ☐ OPERATING ENG | ☐ PAINTERS |
| ☐ PILE DRIVERS | ☐ PIPE TRADES | ☐ PLASTERERS | ☐ ROOFERS |
| ☐ SHEET METAL | ☐ SOUND/COMM. | ☐ SURVEYORS | ☐ TEAMSTER |
| ☐ TILE WORKERS | | | |



Signature of Authorized
Representative of Bidder

SUBCONTRACTOR'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 528R

ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528R

Subcontractor: Martinez Concrete, Inc

1000006160
Certificate No. (PWC Registration No.)

6/30/2026
Expiration Date

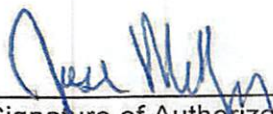
394471
License No.

10/31/2026
Expiration Date

Certifies:

The following construction trades will be used in the work (Please check all that apply):

- | | | | |
|--|---|---|--|
| ☐ ASBESTOS | ☐ BOILERMAKER | ☐ BRICKLAYERS | ☐ CARPENTERS |
| ☐ CARPET/LINOLEUM | ☒ CEMENT MASONS | ☐ DRYWALL FINISHER | ☐ DRYWALL/LATHERS |
| ☐ ELECTRICIANS | ☐ ELEVATOR MECHANIC | ☐ GLAZIERS | ☐ IRON WORKERS |
| ☐ LABORERS | ☐ MILLWRIGHTS | ☐ OPERATING ENG | ☐ PAINTERS |
| ☐ PILE DRIVERS | ☐ PIPE TRADES | ☐ PLASTERERS | ☐ ROOFERS |
| ☐ SHEET METAL | ☐ SOUND/COMM | ☐ SURVEYORS | ☐ TEAMSTER |
| ☐ TILE WORKERS | | | |


Signature of Authorized
Representative of Subcontractor

**NOTE: THIS FORM MUST BE COMPLETED FOR EACH SUBCONTRACTOR LISTED IN
PLANETBIDS™**

SUBCONTRACTOR'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 528

ANNUAL PAVEMENT REHABILITATION FY 23

CONTRACT NO. CITY-1528

Subcontractor: All American Asphalt

1000001051

Certificate No. (PWC Registration No.)

6/30/26

Expiration Date

267073

License No.

1/31/2026

Expiration Date

Certifies:

The following construction trades will be used in the work (Please check all that apply):

- | | | | |
|--|---|---|--|
| ☐ ASBESTOS | ☐ BOILERMAKER | ☐ BRICKLAYERS | ☐ CARPENTERS |
| ☐ CARPET/LINOLEUM | ☒ CEMENT MASONS | ☐ DRYWALL FINISHER | ☐ DRYWALL/LATHERS |
| ☐ ELECTRICIANS | ☐ ELEVATOR MECHANIC | ☐ GLAZIERS | ☐ IRON WORKERS |
| ☒ LABORERS | ☐ MILLWRIGHTS | ☒ OPERATING ENG | ☐ PAINTERS |
| ☐ PILE DRIVERS | ☐ PIPE TRADES | ☐ PLASTERERS | ☐ ROOFERS |
| ☐ SHEET METAL | ☐ SOUND/COMM | ☐ SURVEYORS | ☐ TEAMSTER |
| ☐ TILE WORKERS | | | |



Signature of Authorized
Representative of Subcontractor
Michael Farkas, Secretary

**NOTE: THIS FORM MUST BE COMPLETED FOR EACH SUBCONTRACTOR LISTED IN
PLANETBIDS™**

City of Industry
 Bid Results for Project Annual Pavement Rehabilitation FY 23 (CITY-1528R)
 Issued on 06/23/2025
 Bid Due on July 22, 2025 10:00 AM (PDT)
 Exported on 07/22/2025

Line Totals (Unit Price * Quantity)

Item No	Description	UOM	Qty	Sequel Contractors, Inc. - Unit Price	Sequel Contractors, Inc. - Line Total
1	MOBILIZATION	LS	1	\$250,000.00	\$250,000.00
2	PREPARATION AND IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$20,000.00	\$20,000.00
3	TRAFFIC CONTROL	LS	1	\$532,500.00	\$532,500.00
4	BONELLI STREET AERIALY DEPOSITED LEAD TESTING	LS	1	\$15,000.00	\$15,000.00
5	HAZARDOUS WASTE DISPOSAL	ALLOW	1	\$150,000.00	\$150,000.00
6	REMOVE AC PAVEMENT (BONELLI STREET)	SY	10500	\$10.00	\$105,000.00
7	COLD MILL EXISTING AC PAVEMENT, 2-1/2"	SY	84700	\$5.75	\$487,025.00
8	COLD MILL AC PAVEMENT 2-1/2" DEPTH BELOW LIP OF GUTTER, TAPERING TO 0 INCH DEPTH, DISTANCE PER PLAN FROM EDGE OFF PCC PAVEMENT/GUTTER	SY	19575	\$2.75	\$53,831.25
9	UNCLASSIFIED EXCAVATION (BONELLI STREET)	CY	4400	\$48.00	\$211,200.00
10	CONSTRUCT STREET PAVE-OUT PER CITY OF INDUSTRY STD PLAN NO. 111	SF	2100	\$40.00	\$84,000.00
11	SAWCUT AND REMOVE EXISTING SIDEWALK INCLUDING AGGREGATE BASE	SF	925	\$12.00	\$11,100.00
12	SAWCUT AND REMOVE EXISTING PCC CURB AND GUTTER INCLUDING AGGREGATE BASE	LF	420	\$65.00	\$27,300.00
13	SAWCUT AND REMOVE EXISTING PCC CURB AND GUTTER INCLUDING AGGREGATE BASE (BONELLI STREET)	LF	450	\$65.00	\$29,250.00
14	SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING AGGREGATE BASE	SF	6000	\$18.00	\$108,000.00
15	SAWCUT AND REMOVE EXISTING DRIVEWAY, INCLUDING AGGREGATE BASE (BONELLI STREET)	SF	6200	\$18.00	\$111,600.00
16	SAWCUT AND REMOVE PEDESTRIAN RAMP, INCLUDING AGGREGATE BASE	SF	4310	\$8.00	\$34,480.00
17	SAWCUT AND REMOVE PEDESTRIAN RAMP, INCLUDING AGGREGATE BASE (BONELLI STREET)	SF	420	\$8.00	\$3,360.00
18	ASPHALT CONCRETE PAVEMENT	TON	19950	\$126.00	\$2,513,700.00
19	CRUSHED AGGREGATE BASE	CY	4600	\$45.00	\$207,000.00
20	FURNISH AND INSTALL 3/8" ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM)	SY	51640	\$4.45	\$229,798.00
21	Tensar InterAX NXP GEOGRID, OR APPROVED EQUAL	SY	10500	\$13.00	\$136,500.00
22	CONSTRUCT CONCRETE PAVEMENT TRANSITION PANEL PER CALTRANS STANDARD PLAN NO. P30.	SF	525	\$25.00	\$13,125.00
23	CONSTRUCT TYPE A2-8 PCC CURB AND GUTTER (W=2') PER CITY OF INDUSTRY STD. PLAN NO. 112	LF	930	\$45.00	\$41,850.00
24	CONSTRUCT PCC CURB AND GUTTER FOR DRIVEWAYS PER CITY OF INDUSTRY STD. PLAN NO. 114	LF	200	\$45.00	\$9,000.00

Item No	Description	UOM	Qty	Sequel Contractors, Inc. - Unit Price	Sequel Contractors, Inc. - Line Total
25	CONSTRUCT PEDESTRIAN RAMP, INCLUDING DETECTABLE WARNING SURFACE PER CALTRANS STANDARD PLAN NO. A88A, CASE PER PLAN	SF	5100	\$14.00	\$71,400.00
26	CONSTRUCT PCC DRIVEWAY PER DETAIL B, SHEET 2, INCLUDING ADJACENT CURB AND GUTTER	SF	12200	\$12.00	\$146,400.00
27	CONSTRUCT 4" PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN NO 115	SF	925	\$12.00	\$11,100.00
28	ADJUST MANHOLE COVER AND FRAME TO FINISHED GRADE	EA	77	\$1,200.00	\$92,400.00
29	ADJUST WATER OR GAS VALVE COVER AND FRAME TO FINISHED GRADE.	EA	74	\$600.00	\$44,400.00
30	RESTORE TRAFFIC LOOP DETECTORS	EA	33	\$700.00	\$23,100.00
31	REPAINT CURB RED	LF	33100	\$2.00	\$66,200.00
32	REPAINT RED CURB (BONELLI STREET)	LF	3200	\$2.00	\$6,400.00
33	REPAINT YELLOW CURB	LF	140	\$2.00	\$280.00
34	PAVEMENT MARKERS, MARKINGS AND TRAFFIC STRIPING	LS	1	\$200,000.00	\$200,000.00
35	RESTORE DRIVEWAY LOOP DETECTOR	EA	1	\$2,000.00	\$2,000.00
				Subtotal	\$6,048,299.25
				Total	\$6,048,299.25



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 610600

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 8/4/2025 3:43:22 PM

Business Information

SEQUEL CONTRACTORS INC
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670
Business Phone Number:(562) 802-7227

Entity Corporation
Issue Date 01/24/1991
Expire Date 01/31/2027

License Status

This license is current and active.

All information below should be reviewed.

Classifications

[A - GENERAL ENGINEERING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [WESTERN SURETY COMPANY](#).

Bond Number: 61448615

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual THOMAS SCOTT PACK 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: 12/12/2016

This license has workers compensation insurance with the [ARCH INSURANCE COMPANY](#)

Policy Number:74WCI2091000

Effective Date: 12/01/2024

Expire Date: 12/01/2025

[Workers' Compensation History](#)

Workers' compensation classification code(s):

5506 - Street/Road Construction-paving

5507 - Street/Road Construction-grading

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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[Home](#) > [Customer Account Lookup](#) > 1000003521 - SEQUEL CONTRACTORS, INC.

1000003521 - SEQUEL CONTRACTORS, INC.

Customer Account Lookup

PWCR

1000003521

Contractor Status

DIR Approved

CSLB

610600A

Business Phone

5628027227

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

SANTA FE SPRINGS

Mailing Address - State

CA

Mailing Address - Zip

90670

Mailing Address - Country

USA

Physical Address

13546 IMPERIAL HIGHWAY

Physical Address - City

SANTA FE SPRINGS

Physical Address - State

CA

Physical Address - Zip

90670

Physical Address - Country

Related Lists

Registration Dates ⁽¹⁰⁾

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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
City of Industry, CA 91744

Project Title: CITY-1528R – Annual Pavement Rehabilitation FY 23

Project Location - Specific: Stafford Street, Hudson Avenue, Hacienda Boulevard, Gale Avenue, Castleton Street, Albatross Road, Newquist Place, Canal Place, Loudon Lane, Bonelli Street, Temple Avenue

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

Description of Project: Resurfacing of City streets including, cold milling of existing asphalt concrete (“AC”) pavement, constructing AC pavement overlay, repairing broken curbs, gutter, driveways, and sidewalks, upgrading curb ramps to current ADA standards, adjusting existing utilities to finish grade, pavement markings, striping and red curb throughout. Work also includes the complete reconstruction of existing AC pavement section on Bonelli Street. Work includes the removal of existing asphalt concrete pavement and aggregate base and replacing with new AC pavement on crushed aggregate base on one layer of geogrid between subgrade and aggregate base.

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
- ☐ 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 Class 1 of the CEQA Regulations in which the minor alteration of existing public or private structures or facilities involve negligible or no expansion of existing use. This project will reconstruct the existing pavement section on Bonelli Street and cold mill existing AC and new AC overlay for the rest of the streets; repair broken curbs, gutters, driveways, and sidewalks, upgrade curb ramps to current ADA standard, adjust existing utility covers to finish grade, and install pavement markings, striping, and re-paint red curb throughout. The project does not result in an expansion of the use, as the streets are not being expanded to allow for additional traffic, it’s simply routine maintenance work.

Lead Agency

Contact Person: Mathew Hudson Telephone: (626) 333-2211

Signature: _____ Date: August 14, 2025

Title: Director of Public Works

ITEM NO. 6.9



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
Upendra Joshi, Senior Project Manager

DATE: August 14, 2025

SUBJECT: Consideration of a Cooperative Agreement with the County of Los Angeles and the City of Walnut for the Valley Boulevard Rehabilitation from Suzanne Road to 970 feet north of Somerset Drive Project

Background:

Valley Boulevard, from Suzanne Road to 970 feet north Of Somerset Drive, is a shared highway between the City of Walnut ("Walnut"), County of Los Angeles ("County"), and the City. Within the project limits, the jurisdictional shares of County, Walnut and the City are approximately 68 percent, 35.5 percent and 6.5 percent, respectively. The existing pavement is badly deteriorated and in need of major rehabilitation. All three agencies desire to repair the roadway to provide a safer mode of transportation for the traveling public. Walnut will take the lead in this joint project.

Discussion:

The proposed improvements for the project include rehabilitating the deteriorated pavement, replacement of damaged curb and gutter, sidewalk and curb ramps. The City's share of the proposed improvements includes only the improvements constructed within the City limits. The cost required for the preparation of the improvement plans, specifications, soil analysis, construction management and inspection will be shared by all three agencies. The total project cost, including contingencies, is estimated to be \$4,310,000.00. The jurisdictional shares of the total cost are estimated to be \$2,950,000.00 for County, \$1,110,000.00 for Walnut and \$250,000.00 for the City. Upon the award of the contract, Walnut will submit a request for the City's portion of the work based on the contract bid amount.

Fiscal Impact:

Walnut will invoice the City once the contract is awarded and the actual bid amount is known. At that time, funds will be allocated for this work. Staff anticipates the project award to be sometime in 2026.

Recommendation:

It is recommended that the City Council approve the Cooperative Agreement for the improvement of Valley Boulevard from Suzanne Road to 970 feet north Of Somerset Drive.

Exhibits:

1. Valley Blvd Agreement
2. Location Map

AGREEMENT

THIS AGREEMENT, is made and entered into by and between the CITY OF WALNUT, a municipal corporation in the County of Los Angeles (hereinafter referred to as WALNUT), the CITY OF INDUSTRY, a municipal corporation in the County of Los Angeles (hereinafter referred to as INDUSTRY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Valley Boulevard from Suzanne Road to 970 feet north of Somerset Drive is on the Highway Element of both WALNUT and INDUSTRY and on COUNTY'S Highway Plan; and

WHEREAS, WALNUT, INDUSTRY, and COUNTY propose to improve the following street segments that are jurisdictionally shared between WALNUT, INDUSTRY, and COUNTY:

Segment	Scope of Work	Thomas Guide	Length (miles)	Jurisdiction
Valley Boulevard – Suzanne Road to 970 feet north of Somerset Drive	Mill and Fill	639-G7, 639-H7	0.9	WALNUT, INDUSTRY, and COUNTY

WHEREAS, the work will consist of cold milling the existing pavement and resurfacing the cold milled pavement with polymer modified asphalt concrete (PMAC) over asphalt rubber aggregate membrane (ARAM); reconstruction of curb and gutter, sidewalk, parkway drains, driveways and curb ramps; utility adjustments; traffic striping and pavement markings; and traffic signal loop restorations (hereinafter referred to as PROJECT); and

WHEREAS, the aforementioned work, included in a WALNUT-administered project named Valley Boulevard Rehabilitation Project; and

WHEREAS, PROJECT is within the geographical boundaries of WALNUT, INDUSTRY, and COUNTY; and

WHEREAS, PROJECT is of general interest to WALNUT, INDUSTRY, and COUNTY; and

WHEREAS, WALNUT is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for the PROJECT; and

ENCLOSURE A

WHEREAS, the COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, WALNUT, INDUSTRY, and COUNTY are each willing to finance their respective shares of the COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, COST OF PROJECT is currently estimated to be Four Million Three Hundred Ten Thousand and 00/100 Dollars (\$4,310,000.00) with WALNUT'S share estimated to be One Million One Hundred Ten Thousand and 00/100 Dollars (\$1,110,000.00), INDUSTRY'S share estimated to be Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and COUNTY'S share estimated to be Two Million and Nine Hundred Fifty Thousand and 00/100 Dollars (\$2,950,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of sections 6500 and 23004, et seq. of the California Government Code and sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by WALNUT, INDUSTRY, and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the areas within the geographical boundary of WALNUT and INDUSTRY, and the unincorporated COUNTY areas identified in this AGREEMENT.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of the PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the construction contractor(s) for the PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of the PROJECT, and which is approved by the jurisdiction responsible for the associated cost..
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for the PROJECT necessitated by unforeseen or

ENCLOSURE A

unforeseeable field conditions encountered during construction of the PROJECT, and all other necessary work after advertising of the PROJECT for construction bids to cause the PROJECT to be constructed in accordance with said plans and specifications approved by WALNUT, INDUSTRY, and COUNTY.

- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING; CONSTRUCTION ADMINISTRATION; cost of construction contingencies; and all other work necessary to construct the PROJECT in accordance with the plans and specifications approved by WALNUT, INDUSTRY, and COUNTY.
- f. COMPLETION OF PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of the PROJECT by WALNUT and a written notification to both INDUSTRY'S Director of Public Works or to his/her designee or successor, and COUNTY'S Head of Permit Section, Ms. Imelda Ng, at ing@pw.lacounty.gov, or to her designee or successor, that the improvement within INDUSTRY'S JURISDICTION and COUNTY'S JURISDICTION are transferred to INDUSTRY and COUNTY, respectively, for the purposes of operation and maintenance.

(2) WALNUT AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, and all other work necessary to complete the PROJECT.
- b. To finance WALNUT'S jurisdictional share of the COST OF PROJECT, the actual amount of which will be determined by a final accounting pursuant to paragraph (5) a., below.
- c. To accept INDUSTRY'S PAYMENT in the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) to finance INDUSTRY'S estimated share of the COST OF PROJECT.
- d. To accept COUNTY'S PAYMENT in the amount of Two Million and Nine Hundred Fifty Thousand and 00/100 Dollars (\$2,950,000.00) to finance COUNTY'S estimated share of the COST OF PROJECT.
- e. To obtain INDUSTRY'S approval of plans for the PROJECT prior to start of construction and to obtain INDUSTRY'S approval for any material revisions to the plans and for any additional work that WALNUT proposes to complete in INDUSTRY'S JURISDICTION as part of the PROJECT.
- f. To obtain COUNTY'S approval of plans for the PROJECT prior to start of construction and to obtain COUNTY'S approval for any material revisions

ENCLOSURE A

to the plans and for any additional work that WALNUT proposes to complete in COUNTY'S JURISDICTION as part of the PROJECT.

- g. To act as INDUSTRY'S attorney-in-fact for the purpose of implementing the PROJECT within INDUSTRY'S JURISDICTION and all things necessary and proper to complete the PROJECT.
- h. To act as COUNTY'S attorney-in-fact for the purpose of implementing the PROJECT within COUNTY'S JURISDICTION and all things necessary and proper to complete the PROJECT.
- i. To solicit the PROJECT for construction bids, award and administer the construction contract, perform CONSTRUCTION ADMINISTRATION, do all things necessary and proper to complete the PROJECT, and act on behalf of both INDUSTRY and COUNTY in all negotiations pertaining thereto.
- j. To ensure that both COUNTY and INDUSTRY, along with their respective officers, employees, and agents, are named as additional insured parties under the construction contractors' Contractor General Liability and Automobile insurance policies for all work in connection with the PROJECT, including coverage for ongoing operations and completed operations.
- k. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within WALNUT'S JURISDICTION.
- l. In the event that a preliminary notice, stop payment notice, and/or action to enforce a stop payment notice is filed on the PROJECT, to provide both INDUSTRY and COUNTY each with a copy of same within three (3) business days. WALNUT shall be responsible for withholding the funds in compliance with California Civil Code, section 9350 et seq.
- m. To provide any change order(s) for the PROJECT within INDUSTRY'S JURISDICTION to INDUSTRY in a timely manner via electronic mail notification to INDUSTRY'S City Engineer or his/her designee or successor. If INDUSTRY does not respond within ~~ten~~ (14) calendar days, WALNUT may proceed with the change order(s).
- n. To provide any change order(s) for the PROJECT within COUNTY'S JURISDICTION to COUNTY in a timely manner via electronic mail notification to COUNTY'S Head of the Permit Section., Ms. Imelda Ng at ing@pw.lacounty.gov or her designee or successor. If COUNTY does not respond within ten (10) calendar days, WALNUT may proceed with the change order(s).
- o. To furnish both INDUSTRY and COUNTY each, within one hundred eighty (180) calendar days after final payment to contractor, a final accounting of

the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for the PROJECT.

- p. To provide as-built plans to INDUSTRY upon completion of PROJECT subject to final inspection and acceptance by INDUSTRY that the improvements within INDUSTRY'S JURISDICTION have been constructed to INDUSTRY'S satisfaction in accordance with said plans and specifications approved by INDUSTRY'S City Engineer or his/her designee.
- q. To provide as-built plans to COUNTY upon completion of PROJECT subject to final inspection and acceptance by COUNTY that the improvements within COUNTY'S JURISDICTION have been constructed to COUNTY'S satisfaction in accordance with said plans and specifications approved by COUNTY'S Director of Public Works or his designee.
- r. Upon completion of PROJECT, to maintain in good condition and at WALNUT'S expense, all improvements constructed as part of PROJECT within WALNUT'S JURISDICTION.
- s. To comply with all applicable federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
- t. To ensure that both COUNTY and INDUSTRY, along with their respective officers, employees, and agents, are named as indemnified parties in the construction contract for the PROJECT, and that contractor agrees to indemnify, protect, defend and hold harmless the CITY and COUNTY from and against any and all losses, liabilities, damages, costs and expenses, including legal counsels fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of the contractor, its officers, agents, employees or subconsultants (or any agency or individual that contractor shall bear the legal liability thereof) in the performance of the PROJECT.

(3) INDUSTRY AGREES:

- a. To finance INDUSTRY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (5) a., below.
- b. To deposit with WALNUT, following execution of this AGREEMENT and upon demand by WALNUT but in no event earlier than thirty (30) calendar days prior to the solicitation of the PROJECT for construction bids, INDUSTRY funds in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) to finance its estimated jurisdictional share of the COST OF PROJECT described in paragraph (3) a., above. WALNUT'S demand will consist of a billing invoice prepared by WALNUT and delivered to INDUSTRY. The actual amount of INDUSTRY'S jurisdictional share shall be determined by a final accounting of COST OF PROJECT.

- c. To provide WALNUT with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications so that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- d. Upon receipt of permit application from WALNUT and approval of construction plans for PROJECT, to issue WALNUT any necessary permits authorizing WALNUT to construct those portions of PROJECT within INDUSTRY'S JURISDICTION at no cost to WALNUT.
- e. To cooperate with WALNUT in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with PROJECT construction INDUSTRY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to WALNUT when necessary to construct, complete, and maintain the PROJECT, or to appoint WALNUT as its attorney-in-fact to exercise such prior rights.
- f. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within INDUSTRY'S JURISDICTION.
- g. Upon completion of PROJECT, and after receiving written notification from WALNUT, to maintain in good condition and at INDUSTRY'S expense all improvements constructed as part of PROJECT within INDUSTRY'S JURISDICTION.

(4) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (5) a., below.
- b. To deposit with WALNUT, following execution of this AGREEMENT and upon demand by WALNUT but in no event earlier than thirty (30) calendar days prior to the solicitation of the PROJECT for construction bids, COUNTY funds in the amount of Two Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$2,950,000.00) to finance its estimated jurisdictional share of the COST OF PROJECT described in paragraph (4) a., above. WALNUT'S demand will consist of a billing invoice prepared by WALNUT

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and delivered to COUNTY. The actual amount of COUNTY'S jurisdictional share shall be determined by a final accounting of COST OF PROJECT.

- c. To provide WALNUT with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications so that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- d. Upon receipt of permit application from WALNUT and approval of construction plans for PROJECT, to issue WALNUT any necessary permits) authorizing WALNUT to construct those portions of PROJECT within COUNTY'S JURISDICTION at no cost to WALNUT.
- e. To cooperate with WALNUT in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with PROJECT construction. COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to WALNUT when necessary to construct, complete, and maintain the PROJECT, or to appoint WALNUT as its attorney-in-fact to exercise such prior rights.
- f. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- g. Upon completion of PROJECT, and after receiving written notification from WALNUT, to maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

(5) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between WALNUT, INDUSTRY, and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to the PROJECT) located within WALNUT'S JURISDICTION shall be borne by WALNUT. Such costs constitute WALNUT'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to the PROJECT) located within INDUSTRY'S JURISDICTION shall be borne by INDUSTRY. Such costs constitute

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INDUSTRY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to the PROJECT) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.

- b. That if, at final accounting, INDUSTRY'S jurisdictional share of COST OF PROJECT exceeds INDUSTRY'S total payment, as set forth in paragraph (3) a., above, INDUSTRY shall pay to WALNUT the additional amount upon demand. Said demand shall consist of a billing invoice prepared by WALNUT. Conversely, if the required INDUSTRY'S jurisdictional share of the COST OF PROJECT is less than INDUSTRY'S deposit, WALNUT shall refund the difference to INDUSTRY within thirty (30) calendar days of the date WALNUT furnished INDUSTRY with the final accounting.
- c. INDUSTRY shall review the final accounting invoice prepared by WALNUT and report in writing any discrepancies to WALNUT within sixty (60) calendar days after INDUSTRY'S receipt of said invoice. Undisputed charges shall be paid by INDUSTRY to WALNUT within sixty (60) calendar days after INDUSTRY'S receipt of said invoice. WALNUT shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of WALNUT'S receipt of INDUSTRY'S written report. INDUSTRY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after INDUSTRY'S receipt of WALNUT'S written justification.
- d. That if, at final accounting, COUNTY'S jurisdictional share of COST OF PROJECT exceeds COUNTY'S total payment, as set forth in paragraph (4) a., above, COUNTY shall pay to WALNUT the additional amount upon demand. Said demand shall consist of a billing invoice prepared by WALNUT. Conversely, if the required COUNTY'S jurisdictional share of the COST OF PROJECT is less than COUNTY'S deposit, WALNUT shall refund the difference to COUNTY within thirty (30) calendar days of the date WALNUT furnished COUNTY with the final accounting.
- e. COUNTY shall review the final accounting invoice prepared by WALNUT and report in writing any discrepancies to WALNUT within sixty (60) calendar days after COUNTY'S receipt of said invoice. Undisputed charges shall be paid by COUNTY to WALNUT within sixty (60) calendar days after COUNTY'S receipt of said invoice. WALNUT shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of WALNUT'S receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after COUNTY'S receipt of WALNUT'S written justification.

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- f. During construction of the PROJECT, WALNUT shall furnish an inspector or other representative to perform construction inspection in accordance with the plans and specifications approved by WALNUT, INDUSTRY, and COUNTY. INDUSTRY and COUNTY may each furnish, at their sole discretion, and at no cost to WALNUT, an inspector or other representative to inspect construction of PROJECT within INDUSTRY'S JURISDICTION and COUNTY'S JURISDICTION, respectively. Said inspector(s) shall cooperate and consult with each other, and WALNUT'S inspector or any other person in charge of construction shall deliver the orders to the contractors.
- g. This AGREEMENT may be terminated, amended, or modified only by mutual written consent of WALNUT, INDUSTRY, and COUNTY. Termination, amendments, and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Director of Public Works/City Engineers or their delegates.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

WALNUT: Ms. Melissa Barcelo
Director of Public Works
City of Walnut
21701 East Valley Boulevard
Walnut, CA 91789-0927

INDUSTRY: Mr. Mathew Hudson
Director of Public Works
City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744

COUNTY: Mr. Mark Pestrella, PE
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- i. Other than as provided below, neither WALNUT nor COUNTY, nor any officer or employee of WALNUT or COUNTY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of INDUSTRY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of INDUSTRY under this AGREEMENT. It is also understood and agreed that, pursuant to California Government Code, section 895.4, INDUSTRY shall fully indemnify, defend, and hold both WALNUT and COUNTY harmless from any liability imposed for injury (as defined by California Government Code, section 810.8) occurring by reason of any acts or omissions on the part of INDUSTRY

under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of INDUSTRY under this AGREEMENT.

- j. Neither WALNUT nor COUNTY, nor any officer or employee of WALNUT or COUNTY, shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within INDUSTRY'S JURISDICTION or arising from acts or omissions on the part of INDUSTRY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of INDUSTRY under this AGREEMENT, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, the California Health and Safety Code, or common law. It is understood and agreed, pursuant to California Government Code, section 895.4, that INDUSTRY shall fully indemnify, defend, and hold both WALNUT and COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. section 9607, subdivision (e); section 107, subdivision (e) of CERCLA, as amended, and section 25364 of the California Health and Safety Code.
- k. Other than as provided below, neither INDUSTRY nor COUNTY, nor any officer or employee of INDUSTRY or COUNTY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of WALNUT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of WALNUT under this AGREEMENT. It is also understood and agreed, pursuant to California Government Code, section 895.4, that WALNUT shall fully indemnify, defend, and hold both INDUSTRY and COUNTY harmless from any liability imposed for injury (as defined by California Government Code, section 810.8) occurring by reason of any acts or omissions on the part of WALNUT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of WALNUT under this AGREEMENT.
- l. Neither INDUSTRY nor COUNTY, nor any officer or employee of INDUSTRY or COUNTY, shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within WALNUT'S JURISDICTION or arising from acts or omissions on the part of WALNUT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of WALNUT under this AGREEMENT, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, the California Health and Safety Code, or common

law. It is understood and agreed, pursuant to California Government Code, section 895.4, that WALNUT shall fully indemnify, defend, and hold both INDUSTRY and COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. section 9607, subdivision (e); section 107, subdivision (e) of CERCLA, as amended, and section 25364 of the California Health and Safety Code.

- m. Other than as provided below, neither WALNUT nor INDUSTRY, nor any officer or employee of WALNUT or INDUSTRY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to California Government Code, section 895.4, COUNTY shall fully indemnify, defend, and hold both WALNUT and INDUSTRY harmless from any liability imposed for injury (as defined by California Government Code, section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- n. Neither WALNUT nor INDUSTRY, nor any officer or employee of WALNUT or INDUSTRY, shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within COUNTY'S JURISDICTION or arising from acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, the California Health and Safety Code, or common law. It is understood and agreed, pursuant to California Government Code, section 895.4, that COUNTY shall fully indemnify, defend, and hold both WALNUT and INDUSTRY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. section 9607, subdivision (e); section 107, subdivision (e) of CERCLA, as amended, and section 25364 of the California Health and Safety Code.
- o. In contemplation of the provision of section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or

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employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other parties for any liability, cost, or expense that may be imposed upon such other party solely by virtue of section 895.2. Section 2778 of the California Civil Code is made a part hereof as if incorporated herein.

- p. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32063 between WALNUT and COUNTY, adopted by the County of Los Angeles Board of Supervisors on November 14, 1977, and any subsequent revisions thereto, and currently in effect.
- q. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32379 between INDUSTRY and COUNTY, adopted by the County of Los Angeles Board of Supervisors on December 27, 1977, and any subsequent revisions thereto, and currently in effect.
- r. That WALNUT authorizes its City Engineer to assign to INDUSTRY and COUNTY all of WALNUT'S right, title, and interest in any unelapsed portion of the one-year warranty granted to WALNUT by the construction contractor performing the road improvement work. This assignment is effective immediately following completion of the PROJECT.
- s. Venue for any litigation shall be Los Angeles County, California, or in the United States District Court for the Central District of California. Any waiver by WALNUT, INDUSTRY, or COUNTY of any breach of any term, covenant or condition herein 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. No term, covenant or condition of this AGREEMENT shall be deemed to have been waived by WALNUT, INDUSTRY, or COUNTY unless in writing. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. Each person executing this AGREEMENT hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.
- t. It is not intended by this AGREEMENT to create any third-party beneficiaries herein or to authorize any person or entity not a party to this AGREEMENT to maintain any suit, claim, or action under the AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF WALNUT on _____, 2025, by the CITY OF INDUSTRY on _____, and by the COUNTY OF LOS ANGELES on _____, 2025.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF INDUSTRY

By _____
Mayor

Date: _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF WALNUT

By Linda Freedman
Mayor

Date: 7-9-25

ATTEST:

By Terisa DeDio
City Clerk

APPROVED AS TO FORM:

By [Signature]
City Attorney



LOCATION MAP
VALLEY BOULEVARD REHABILITATION