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

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

**JULY 8, 2026 AT 9:00 AM**

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

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

**Public Comments (Non-Agenda Items):** Anyone wishing to address the Authority 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 Authority from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the Authority.

At the time of publication, no Board Member intends to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting. A live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below.

[www.microsoft.com/microsoft-teams/join-a-meeting](http://www.microsoft.com/microsoft-teams/join-a-meeting)

Meeting ID: 221 179 147 047 589

Passcode: 2PN7qy2J

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 657-204-3264

Phone Conference ID: 618 523 495#

**AMERICANS WITH DISABILITIES ACT:**

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

**AGENDAS AND OTHER WRITINGS:**

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

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

**6. CONSENT CALENDAR**

- 6.1. Consideration of the Register of Demands for July 8, 2026

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

- 6.2. Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for May 2026

*RECOMMENDED ACTION: Receive and file.*

- 6.3. Consideration of a Maintenance Services Agreement with Donald F. Holly & Son, Inc., dba Fullerton Electric for on-call inspection and maintenance services for electrical equipment at the Expo Center, in an amount not-to-exceed \$300,000.00, through June 30, 2029 (MP 01-34)

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.4. Consideration of Amendment No. 2 to the Professional Services Agreement with Environs, Inc. to provide on-call landscape architecture services, extending the term through August 12, 2028, and revising the rate schedule

*RECOMMENDED ACTION: Approve the Amendment.*

**7. ACTION ITEMS**

- 7.1. Update on the Expo Center

*RECOMMENDED ACTION: Receive and file.*

**8. PUBLIC HEARINGS-NONE**

**9. CLOSED SESSION-NONE**

**10. EXECUTIVE DIRECTOR COMMUNICATIONS**

**11. AB 1234 REPORTS**

**12. BOARD MEMBER COMMUNICATIONS**

**13. PUBLIC COMMENTS**

14. Adjournment. The next regular Civic-Recreational-Industrial Authority Meeting is Wednesday, August 12, 2026, at 9:00 AM.

ITEM NO. 6.1


**CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY**  
**AUTHORIZATION FOR PAYMENT OF BILLS**  
Board Meeting July 8, 2026

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
121	CRIA - CAPITAL IMPROVEMENT	189,346.85
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	158,270.14
TOTAL ALL FUNDS		347,616.99

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	347,616.99
TOTAL ALL BANKS		347,616.99

APPROVED PER EXECUTIVE DIRECTOR

DATE

  
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7/2/26  
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**Civic-Recreational-Industrial Authority**  
**Board Meetings**  
**July 8, 2026**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
12524	06/10/2026		VALLEY VISTA SERVICES, INC	\$3,336.38
	Invoice	Date	Description	Amount
	3924320	06/01/2026	TRASH MAINT BINS/AVALON RM-CRIA	\$856.38
	3923918	06/01/2026	IH RODEO/STORAGE BOXES - JUN 2026	\$491.45
	3924142	06/01/2026	ORGANIC BINS/LANDSCAPE MAINT - CRIA	\$1,988.55
12525	06/24/2026		SAN GABRIEL VALLEY CONSERVATIO	\$18,600.00
	Invoice	Date	Description	Amount
	20260611CRIA	06/10/2026	LANDSCAPE & MAINT SVC-@ EXPO CNTR	\$18,600.00
12526	07/08/2026		ACTUM-E, LLC	\$12,000.00
	Invoice	Date	Description	Amount
	202605-0153	05/31/2026	PROFESSIONAL SVC-MAY 2026	\$6,000.00
	202604-0053	04/30/2026	PROFESSIONAL SVC-APR 2026	\$6,000.00
12527	07/08/2026		BLAKE AIR CONDITIONING COMPANY	\$1,089.00
	Invoice	Date	Description	Amount
	M66949	06/15/2026	2026 QUARTERLY HVAC MAINT SVC-EXPO	\$1,089.00
12528	07/08/2026		CITY OF INDUSTRY	\$1,418.77
	Invoice	Date	Description	Amount
	1418.77	05/31/2026	MAY 2026 FUEL COSTS	\$1,418.77
12529	07/08/2026		CNC ENGINEERING	\$95,265.00
	Invoice	Date	Description	Amount
	515520	06/25/2026	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN,	\$43,910.00
	515509	06/25/2026	PAVILION UPGRADES	\$1,890.00

**Civic-Recreational-Industrial Authority**  
**Board Meetings**  
**July 8, 2026**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
	515510	06/25/2026	PAVILION UPGRADES	\$30,205.00
	515511	06/25/2026	EXPO CENTER ALARM SYSTEM UPGRADES	\$9,190.00
	515512	06/25/2026	EXPO CENTER AUDIO/VIDEO UPGRADES	\$4,535.00
	515513	06/25/2026	EXPO CENTER OFFICE IMPROVEMENTS	\$5,535.00
<b>12530</b>	07/08/2026		<b>CRIA-PAYROLL ACCOUNT</b>	<b>\$5,000.00</b>
	Invoice	Date	Description	Amount
	JUN-26	06/09/2026	REPLENISH PAYROLL ACCT FOR JUNE 2026	\$5,000.00
<b>12531</b>	07/08/2026		<b>FRAZER, LLP</b>	<b>\$2,390.00</b>
	Invoice	Date	Description	Amount
	199302	05/31/2026	PROFESSIONAL SVC-MAY 2026	\$2,390.00
<b>12532</b>	07/08/2026		<b>IDS GROUP, INC.</b>	<b>\$14,128.00</b>
	Invoice	Date	Description	Amount
	24X080.0-14	05/31/2026	ELECTRICAL ENGINEERING SVC	\$14,128.00
<b>12533</b>	07/08/2026		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$25,348.77</b>
	Invoice	Date	Description	Amount
	SG-ECGP-2094	06/05/2026	5/29-6/4/26 SECURITY SVC-EXPO CNTR	\$12,778.08
	SG-ECGP-2095	06/12/2026	6/5-6/11/26 SECURITY SVC-EXPO CNTR	\$12,570.69
<b>12534</b>	07/08/2026		<b>ISN GLOBAL ENTERPRISES, INC.</b>	<b>\$4,838.78</b>
	Invoice	Date	Description	Amount
	26-686339	05/12/2026	AUDIO VISUAL SUPPORT SVC - EXPO	\$4,838.78
<b>12535</b>	07/08/2026		<b>JANUS PEST MANAGEMENT</b>	<b>\$185.00</b>

**Civic-Recreational-Industrial Authority**  
**Board Meetings**  
**July 8, 2026**

Check	Date		Payee Name	Check	Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>					
	Invoice	Date	Description	Amount	
	296670	06/09/2026	MONTHLY PEST SVC-CONDOS @ EXPO	\$185.00	
<b>12536</b>	07/08/2026		<b>KLINE'S PLUMBING, INC.</b>		<b>\$625.00</b>
	Invoice	Date	Description	Amount	
	14853	06/02/2026	PLUMBING MAINT SVC-CRIA	\$250.00	
	14905	06/26/2026	PLUMBING MAINT SVC-CRIA	\$375.00	
<b>12537</b>	07/08/2026		<b>LOCKS PLUS, INC.</b>		<b>\$2,332.18</b>
	Invoice	Date	Description	Amount	
	36479	06/17/2026	SUPPLIES-KEY,LOCKS,MATERIALS & REPAIRS SVC-EX	\$2,332.18	
<b>12538</b>	07/08/2026		<b>MORTISE &amp; TENON BUILDING CORP</b>		<b>\$5,350.00</b>
	Invoice	Date	Description	Amount	
	545	06/11/2026	REMOVE ILLEGAL DUMPING FROMN EXPO CENTER	\$5,000.00	
	547	06/24/2026	INSTALL ACCESS PANEL @ EXPO CNTR	\$350.00	
<b>12539</b>	07/08/2026		<b>NORTH STAR LAND CARE</b>		<b>\$19,675.00</b>
	Invoice	Date	Description	Amount	
	1601-1344	05/31/2026	TREE MAINT SVC-CRIA	\$19,675.00	
<b>12540</b>	07/08/2026		<b>PACIFIC UTILITY INSTALLATION</b>		<b>\$10,170.00</b>
	Invoice	Date	Description	Amount	
	PS-INV105085	05/31/2026	ELECTRICAL DISTRIBUTION & STREET LIGHT SYSTEM	\$10,170.00	
<b>12541</b>	07/08/2026		<b>RED WAVE COMMUNICATIONS &amp; ELE</b>		<b>\$123,863.85</b>
	Invoice	Date	Description	Amount	

**Civic-Recreational-Industrial Authority**  
**Board Meetings**  
**July 8, 2026**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
	#7-EXPO-2138	06/30/2026	CAMPUS WIDE FIRE ALARM & IT INFRASTRUCTURE UF	\$130,383.00
12542	07/08/2026		THE BIG NORWEGIAN	\$2,001.26
	Invoice	Date	Description	Amount
	57978	02/06/2026	VEHICLE MAINT SVC-CRIA	\$2,001.26

Checks	Status	Count	Transaction Amount
	Total	19	\$347,616.99

ITEM NO. 6.2

Backup Material will be distributed prior to Meeting

ITEM NO. 6.3



# CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

## MEMORANDUM

**TO:** Honorable Chairperson and Members of the Board

**FROM:** Joshua Nelson, Executive Director

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

**DATE:** July 8, 2026

**SUBJECT:** Consideration of a Maintenance Services Agreement with Donald F. Holly & Son, Inc., dba Fullerton Electric for on-call inspection and maintenance services for electrical equipment at the Expo Center, in an amount not-to-exceed \$300,000.00, through June 30, 2029 (MP 01-34)

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### **Background:**

The inspection and maintenance of electrical equipment is essential for all buildings and parking lot facilities at the Expo Center to ensure the operation is as intended without sudden failure that may cause unplanned outages. There are three main distribution switchgears (MDS-5, MDS-6 and MDS-7), that provide service to most of the Expo Center, other than the main guard house which has a separate electrical service from SCE directly. To ensure all current electrical services are working properly, the main switchgear service panels and downstream devices, such as circuit breakers, secondary cables, disconnect switches, dry transformers, subpanels and subpanels are inspected, tested, and maintained by applicable federal, state, local and International Electrical Testing Association Guidelines. The primary locations with electrical equipment to be maintained are the Pavilion building, Avalon Room, Patio Café, Cowboy Café, Grand Arena, shavings office, barns, two guard houses, and all parking lot facilities.

### **Discussion:**

Donald F. Holly & Son, Inc., dba Fullerton Electric ("Fullerton Electric") has a reputation of providing routine maintenance to many electrical systems throughout Southern California. Fullerton Electric have provided services to CRIA for the Trail Lights Improvements project and

other City projects and maintenance work. They have a proven track record to be reliable and cost-effective. Staff recommends approving a Maintenance Services Agreement with Fullerton Electric for a three-year term in an amount not-to-exceed \$300,000.00.

**Fiscal Impact:**

The fiscal impact is \$300,000.00 over three years. \$400,000.00 is budgeted for this work in the adopted Fiscal Year 2026-2027 General Fund Budget, under Account No. 360-800-8510. (MP 01-34)

**Recommendation:**

It is recommended that the Board approve the Maintenance Services Agreement with Fullerton Electric.

**Exhibits:**

1. Maintenance Services Agreement with Fullerton Electric Co. dated July 8, 2026

## CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

### MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and effective as of July 8, 2026 (“Effective Date”), between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and Donald F. Holly & Son, Inc., dba Fullerton Electric, a California corporation. (“Contractor”). CRIA and Contractor are hereinafter collectively referred to as the “Parties”.

#### RECITALS

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

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

#### 1. TERM

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

#### 2. SERVICES

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

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity for maintenance of electrical equipment, serving a municipal agency.

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

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

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

### **3. MANAGEMENT**

CRIA Executive Director shall represent CRIA in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but shall have no authority to modify the Services or the compensation due to Contractor.

### **4. PAYMENT**

(a) CRIA agrees to pay the Contractor a lump sum amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) for the total Term of the Agreement unless additional payment is approved, as provided in this Agreement.

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

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

(30) days of receipt of each invoice as to all non-disputed fees. If CRIA disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice, therefore.

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

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

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

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

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

(e) If the Services are being performed as part of an applicable Public Works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the

Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. The Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

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

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

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

## **7. OWNERSHIP OF DOCUMENTS**

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

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

services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of CRIA.

## **8. INDEMNIFICATION**

### (a) Indemnity for professional liability

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

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

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

### (c) Duty to defend.

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

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

## **9. INSURANCE**

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

## **10. INDEPENDENT CONTRACTOR**

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

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

(c) Contractor shall indemnify, defend and hold harmless, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, service as an independent contractor. The provisions of this Section XX are effective as of January 1, 2020. The indemnity provisions set forth in this Section XX shall survive the termination of this Agreement and are in addition to any other rights or remedies CRIA may have under the law.

## **11. LEGAL RESPONSIBILITIES**

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

## **12. UNDUE INFLUENCE**

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

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

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

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

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

## **15. NOTICES**

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

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

To CRIA: CRIA  
15625 Mayor Dave Way  
City of Industry, CA 91744  
  
Attention: Joshua Nelson, Executive Director

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

To Contractor: Donald F. Holly & Son, Inc., dba Fullerton Electric  
209 S. Richman  
Fullerton, CA 92832  
  
Attention: Don Holly Jr., President

## **16. ASSIGNMENT**

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

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

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

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

CRIA and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement

shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**18. ENTIRE AGREEMENT**

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

**19. SEVERABILITY**

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

**20. COUNTERPARTS**

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

**21. CAPTIONS**

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

**22. WAIVER**

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

**23. REMEDIES**

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

**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**“CRIA”**  
**Civic-Recreational-Industrial Authority**

**“CONTRACTOR”**  
**Donald F. Holly & Son, Inc., dba**  
**Fullerton Electric**

By: \_\_\_\_\_  
Joshua Nelson, Executive Director

By \_\_\_\_\_  
Don Holly Jr., President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Secretary

**Approved as to form:**

By: \_\_\_\_\_  
James M. Casso, General Counsel

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

## EXHIBIT A

### SCOPE OF SERVICES

Contractor shall provide routine inspection, testing and maintenance at the Expo Center for the main distribution service (MDS-5, MDS-6 and MDS-7), and for service of the main guard house. The electrical equipment includes, but not limited to, subpanels/sub-subpanels for all Expo Center buildings served from these MDS's (referenced on the single-line diagrams of MDS-5,6,7 on Sheets E-101,102,103 in detail). Inspection and maintenance shall comply with applicable federal, state, and local laws and International Electrical Testing Association (NETA) guidelines.

**The contractor shall include but not limit to the Scope of Work as follows:**

#### **1. Objective & System Scope**

The Contractor shall furnish all specialized labor, calibrated test equipment, materials, and safety supervision required to perform comprehensive visual inspections, diagnostic testing, and preventive maintenance. This scope covers the critical electrical distribution infrastructure, including:

- **Electrical Panels, Subpanels and Sub-subpanels (277/480V and 120/208V, 120/240V)**
- **Dry-Type Transformers (480V primary to 120/208V or 120/240V Secondary)**
- **Enclosed Disconnect Switches (Safety Switches)**
- **Feeder and Branch Circuit Cables and Associated Splices**

#### **2. Detailed Technical Tasks by Asset Class**

##### **A. Switchgear & Distribution Panels**

- **Visual & Mechanical Inspection:** Inspect enclosures for structural integrity, alignment, proper grounding, corrosion, ventilation blockage, and moisture ingress. Check door interlocks, latches, and safety barriers.
- **Panel Schedule Update (As Needed):** Audit existing panel circuit directories against actual field distribution. Where existing panel schedules are found to be missing, incorrect, or illegible, the Contractor shall generate and install new, typewritten panel directories within the deadfront of the affected enclosures. No action will be taken on panels with existing, accurate documentation.
- **Thermographic Survey:** Conduct an infrared (IR) scan of all busbar joints, main lugs, breaker contacts, and cable terminations under normal load conditions prior to de-energization to identify thermal anomalies.

- **Cleaning & Lubrication:** Once de-energized, vacuum internal enclosures using ESD-safe equipment. Clean insulating surfaces, barriers, and structural tracking pathways. Lubricate mechanical linkages and racking mechanisms of draw-out breakers per manufacturer specifications.
- **Torque Verification:** Check and retorque all accessible structural hardware, bolted busbar connections, and electrical terminations to proper manufacturer-specified engineering values.
- **Circuit Breaker Testing & Mechanical Exercising:** Mechanical Exercising: Manually and electrically cycle (open/close) all circuit breakers multiple times while de-energized to clear oxide buildup on contacts and ensure freedom of movement in mechanical linkages. Verify mechanical charging mechanisms, trip indicators, and shunt trips.
  - *Breaker Timing & Speed Analysis:* Perform digital breaker timing tests using specialized test sets to measure exact opening, closing, and trip-free contact speeds. Compare recorded millisecond (ms) response times against manufacturer specifications to identify sluggish mechanisms, hardened lubrication, or weak springs.
  - *Insulation & Contact Testing:* Where specified, perform insulation-resistance (Megger) testing and contact-resistance testing on main overcurrent devices.
- **Ground Fault Protection System Testing (NEC 230.95 & NETA):** For all 480V service disconnects rated at 1,000 amperes or more, the Contractor shall perform mandatory ground fault protection system testing in accordance with NEC Article 230.95. This includes visual and mechanical inspection of the ground fault sensor, relay, and monitor panel. Secondary current injection testing shall be conducted on the ground fault relay to verify proper pickup current thresholds and time-delay characteristics against the manufacturer's specified time-current curves. The final test shall include a control circuit lockout test to ensure the main overcurrent device physically trips under simulated fault conditions.
- **Panel Schedule Remediation (As Needed):** Audit existing panel circuit directories against actual field distribution for all primary MDS units and downstream subpanels. Where existing panel schedules are found to be missing, incorrect, or illegible, the Contractor shall generate and install new, typewritten panel directories within the deadfront of the affected enclosures. No action will be taken on panels with existing, accurate documentation.

## B. Transformers (Dry-Type)

- **External Assessment:** Inspect the transformer enclosure, ventilation louvers, core frame, structural mounts, and bushings for physical damage, accumulation of debris, or signs of insulation tracking and localized overheating.

- **Environmental Maintenance & Cleaning:** Remove front/rear protective panels. Clean cooling vents, ventilation paths, and internal coils/windings using dry, low-pressure compressed air or specialized vacuuming equipment to ensure optimal heat dissipation.
- **Electrical Testing:**
  - Perform Insulation-Resistance (IR) testing (winding-to-winding and winding-to-ground) to verify dielectric integrity.
  - Verify proper operation of temperature gauges, pressure relief valves, and fluid level indicators where applicable.
- **Connection Integrity:** Inspect and torque primary and secondary bushing terminations, tap changer connections, and system grounding/ bonding jumpers at the terminal board.

### C. Enclosed Disconnect Switches (Safety Switches)

- **Mechanism & Alignment:** Inspect switch blades, jaws, and arcing chutes for signs of pitting, burning, or misalignment. Verify that the quick-make/quick-break mechanical operation functions smoothly.
- **Interlock Verification:** Test the mechanical door interlock mechanism to ensure the enclosure door cannot be opened while the switch is in the "ON" position, and that the switch cannot be turned "ON" while the door is open.
- **Contact Maintenance:** Clean and apply an approved conductive lubricant to the switch blades and contact jaws. Check fuse clips for proper tension and inspect fuses for correct sizing, signs of overheating, or tracking.

### D. Power Cables & Feeders

- **Visual Routing Inspection:** Inspect exposed cable runs, raceways, trays, and conduits for physical damage, sharp bends, inadequate support, or environmental degradation.
- **Feeder Cable Splice & Tap Maintenance (Within Pull Boxes & Wireways):** Locate and open all accessible feeder pull boxes, junction boxes, and wireway gutters served by MDS-5, 6, and 7 to inspect internal cable splices, in-line barrels, split-bolts, and multi-port insulated connector blocks.
  - *Visual Assessment:* Inspect all splice insulation, heat-shrink tubing, cold-shrink covers, and electrical taping for signs of cracking, mechanical degradation, moisture intrusion, or carbon tracking. Check for discolored or heat-damaged cable jackets near splice points.
  - *Mechanical & Thermal Verification:* Where accessible during the live thermographic survey, scan all splice points under load. Once de-energized,

verify the tightness and torque of all mechanical set-screws, split-bolts, or bolted tap connections to manufacturer specifications.

- *Insulation Protection*: Re-insulate, re-tape, or replace degraded protective boots/tapes on opened splices using code-compliant materials. Ensure insulation-resistance testing encompasses the entire cable length inclusive of these splice points.
- **Cable Identification Tagging**: Inspect existing feeder cable identification at all accessible termination points, pull boxes, and wireways. Where permanent identification is missing or degraded, the Contractor shall supply and install heavy-duty, industrial-grade cable tags indicating source origin, destination, and phase designation.
- **Termination & Jacket Assessment**: Examine cable terminations, stress cones, and jackets for cracking, tracking, corona discharge damage, or insulation breakdown.
- **Insulation Testing**: Perform insulation-resistance testing (Phase-to-Phase and Phase-to-Ground) on critical feeder cables using appropriate DC test voltages based on the cable's insulation rating. Perform partial discharge test (if it is applicable).
- **Shielding & Grounding**: Verify the continuity and tight connection of cable shields, concentric neutrals, and equipment grounding conductors at termination points.

### 3. Execution, Safety, and Execution Standards

- **Regulatory Compliance**: All work shall be executed in strict accordance with the latest editions of the National Electrical Code (NEC), OSHA 29 CFR 1910.147 (Lockout/Tagout), and NFPA 70E (Standard for Electrical Safety in the Workplace).
- **Testing Reference**: Diagnostic testing procedures, instrument calibration, and acceptable value thresholds shall align with the International Electrical Testing Association (NETA) Maintenance Testing Specifications.
- **Testing, Maintenance associated Power Interruptions**: All testing, maintenance, and associated power interruptions shall be coordinated, requested, and approved by the CRIA a minimum of one week in advance to avoid the conflicts with ongoing events.

### 4. Deliverables & Reporting

Following completion of the field work, the Contractor shall provide a formal, typed engineering report containing

1. An inventory of all equipment inspected and tested with service due date and pictures.
2. Complete test data sheets including insulation resistance values, torque logs, and contact resistance metrics.

3. An Infrared Thermography Report detailing any identified hot spots, accompanied by side-by-side visual and thermal images.
4. A prioritized list of deficiencies, code violations, or immediate safety hazards discovered, along with recommended corrective actions.
5. As-built redlines of any physical or wiring discrepancies found on attached single-line diagrams.

EXHIBIT B  
RATE SCHEDULE

\*\*All rates shall comply with prevailing wages. \*\*

<i>Maintenance Customers</i>	<b>Regular Rate</b>	<b>Overtime Rate</b>	<b>Double Time Rate</b>
<i>Hourly</i>			
<i>Inside Wireman – Journeyman</i>	\$185.00	\$225.00	\$285.00
<i>NETA Testing – Journeyman</i>	\$185.00	\$225.00	\$285.00
<i>Apprentice</i>	\$165.00	\$205.00	\$265.00
<i>Supervisor</i>	\$225.00	\$265.00	\$305.00

Regular Rate: Monday through Friday (7:00 am to 4:00 pm)

Overtime: Monday through Friday before (7:00 am and after 4:00 pm)

Overtime: Saturday

Double time: Sunday

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 6.4



# CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

## MEMORANDUM

**TO:** Honorable Chairperson and Members of the Board

**FROM:** Joshua Nelson, Executive Director

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

**DATE:** July 8, 2026

**SUBJECT:** Consideration of Amendment No. 2 to the Professional Services Agreement with Environs, Inc. to provide on-call landscape architecture services, extending the term through August 12, 2028, and revising the rate schedule

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### **Background:**

On August 11, 2021, the Board approved a Professional Services Agreement (“Agreement”) with Environs, Inc. (“Environs”) to provide on-call landscape architecture and irrigation design services at an on-call basis in an amount not to exceed \$100,000.00. Environs assists with Capital Improvement Projects that require landscape architecture and irrigation plans. Currently the only project that required these services was the Pavilion Gazebo Project. On August 7, 2024, Amendment No. 1 was approved to extend the term through August 12, 2026, and revise the rate schedule.

### **Discussion:**

The Agreement is set to expire on August 12, 2026, and Staff recommends approving Amendment No. 2 to extend the term through August 12, 2028, as Environs is continuing to provide landscape architecture services, as needed. Additionally, the rate schedule is revised to reflect Environ’s current rates.

### **Fiscal Impact:**

There is no additional fiscal impact associated with Amendment No. 2.

**Recommendation:**

Staff recommends the Board approve Amendment No. 2 to the Agreement with Environs.

**Exhibits:**

1. Amendment No. 2 to the Professional Services Agreement with Environs, Inc. dated July 8, 2026
2. ENVIRONS INC PROF SERVICES AGREEMENT

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

This Amendment No. 2 to the Professional Services Agreement (“Agreement”) is made and entered into this 8<sup>th</sup> day of July, 2026, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and Environs, Inc. (“Consultant”), a California corporation. CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about August 11, 2021, the Agreement was entered into and executed between CRIA and Consultant for providing landscape architecture services on an as-needed basis in an amount not-to-exceed \$100,000.00; and

**WHEREAS**, on or about August 7, 2024, Amendment No. 1 was approved to extend the term through August 12, 2026, and revise the rate schedule; and

**WHEREAS**, the Agreement expires on August 12, 2026, and work is ongoing, Staff recommends extending the term though August 12, 2028 and revising the rate schedule to reflect Consultant’s current rates; and

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

**AMENDMENT**

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

**1. TERM**

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

This Agreement shall commence on Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 12, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

**Exhibit B, Rate Schedule**

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

**“CRIA”**

Civic Recreational Industrial Authority

**“CONSULTANT”**

Environs, Inc.

By: \_\_\_\_\_  
Joshua Nelson, Executive Director

By: \_\_\_\_\_  
Brett French, President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Secretary, CMC

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, General Counsel

**ATTACHMENT 1**

**EXHIBIT B**

**Rate Schedule**

- Landscape Architect \$175.00
- Landscape Design \$125.00
- Draftsman \$105.00
- Administrative \$75.00
- Meetings/Inspection – 2 hour minimum \$175.00

Additional reimbursable expenses are to be billed at cost and include, but are not limited to, reproduction, plotting, postage, and handling of documents at cost.

**EXHIBIT A TO AMENDMENT NO. 2**  
**PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONS, INC.**  
**DATED AUGUST 11, 2021**

## CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of August 11, 2021 ("Effective Date"), between the CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY ("CRIA"), a public body, and Environs, Inc., a California corporation ("Consultant"). CRIA and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

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

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

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 12, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing landscape architecture services on an as-needed basis serving a public body.

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

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

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

### 3. MANAGEMENT

CRIA Executive Director shall represent CRIA in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

### 4. PAYMENT

(a) CRIA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Thousand Dollars (\$100,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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

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

## 7. INDEMNIFICATION

### (a) Indemnity for professional liability

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

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

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

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

**8. INSURANCE**

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

**9. INDEPENDENT CONSULTANT**

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

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

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

**10. LEGAL RESPONSIBILITIES**

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

**11. UNDUE INFLUENCE**

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

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

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

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

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

**14. NOTICES**

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

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

To CRIA: CRIA  
15625 Mayor Dave Way  
City of Industry, CA 91744  
Attention: Executive Director

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

To Consultant: Environs, Inc.  
801 El Berro  
San Clemente, CA 92672  
Attention: Brett French, President

#### **15. ASSIGNMENT**

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

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

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

#### **16. GOVERNING LAW/ATTORNEYS' FEES**

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

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

**17. ENTIRE AGREEMENT**

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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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


**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

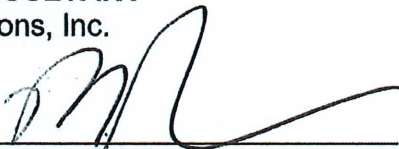
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

**"CRIA"**  
**Civic-Recreational-Industrial Authority**


**"CONSULTANT"**  
**Environs, Inc.**

By:   
Joshua Nelson, Executive Director

By:   
Brett French, President

**Attest:**  
  
By: Julie Gutierrez-Robles, Secretary

**Approved as to form:**

By:   
for James M. Casso, General Counsel

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

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the following on-call landscape architecture and irrigation design services as directed by CRIA:

- Development of landscape, planting, and irrigation plans, specifications, and engineer's estimates for CRIA Expo projects, as needed, in accordance with the City of Industry's policies and the Standard Specifications for Public Works Construction, as amended by the "Graybook" and all other applicable governing agencies for each specific project.
- Assist CRIA in developing bid and contract documents related to landscape, planting and irrigation services for public works bidding, review contractor bids, and provide a recommendation as to the award of the project.
- Attend various project meetings with the design team, contractor, CRIA, and outside agencies, as needed.
- Develop plans, specifications, and schedules necessary for the orderly implementation and construction of multiple phases of construction work.
- Utilize electronic information control system for use by the design consultants and CRIA.
- Minimize construction claims prevention as part of design.
- Coordinate and assist CRIA in obtaining pertinent permits.
- Respond to submittals and shop drawings as required.
- Assist CRIA in responding to public inquiries or concerns regarding the design.
- Prepare quantity calculations for projects, as directed.
- Assist CRIA with interpreting contract documents and assist in resolving disputes or uncertainties related to landscape and irrigation design and construction.
- Review, track, process shop drawings, submittals, RFIs, RFCs, RFQs, etc., as needed by CRIA, and recommend approval.
- Conduct site visits through various stages of construction to inspect progress and perform pertinent tests.
- Complete final as-built construction drawings to be submitted and archived as the final record drawings, both hard copy and electronic.
- Implement and execute an extensive Quality Assurance/Quality Control program and correct overlooked material at consultant's sole expense at no additional cost to CRIA.
- Review of landscape and irrigation plans, specification and estimates submitted by others.

- Provide solutions and recommendations to landscape and irrigation maintenance issues throughout the Expo Center, including any plans, if necessary.
- All developed material shall be the property of CRIA, including electronic data compiled.

EXHIBIT B  
RATE SCHEDULE

<u>Service/Personnel</u>	<u>Rate (Per Hour)</u>
Landscape Architect	\$150.00
Landscape Design	\$115.00
Draftsman	\$105.00
Administrative	\$75.00
Meetings/Inspections – 2 hour minimum	\$150.00

Additional reimbursable expenses are to be billed at cost and include, but are not limited to, reproduction, plotting, postage, and handling of documents at cost.

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 7.1

Verbal Presentation