CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING
AGENDA

OCTOBER 24, 2019
9:00 AM

Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Abraham Cruz
Council Member Mark D. Radecki
Council Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

Addressing the City Council:

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

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

Americans with Disabilities Act:

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

Agendas and other writings:

- *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments

5. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands for October 24, 2019

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

5.2 Consideration of the minutes of the September 12, 2019 Special Meeting and the September 12, 2019 Regular Meeting

RECOMMENDED ACTION: Approve as submitted.

5.3 Southern California Edison Vault Replacement on Valley Boulevard Immediately West of Proctor Avenue

RECOMMENDED ACTION: Receive and file report.

6. ACTION ITEMS

6.1 Consideration of Resolution No. CC 2019-52 – A RESOLUTION THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LAND OF THE FREE FOUNDATION IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) FOR THE VETERANS DAY GOLF CLASSIC FUNDRAISER

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-52.

6.2 Consideration of Resolution No. CC 2019-53 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REQUESTING DISSOLUTION OF COUNTY LIGHTING MAINTENANCE DISTRICT 10049

JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA AND THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE DISSOLUTION OF COUNTY LIGHTING MAINTENANCE DISTRICT 10049

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-53 and adopt the Joint Resolution with the Board of Supervisors with the County of Los Angeles.

6.3 Consideration of Development Plan 19-6, for the construction of a new two-story office building that will have a 16,032 square-foot building footprint with a total floor area of 32,064 square-feet, on an 88,887 square-foot lot located at 13101 Crossroads Parkway South

Consideration of Resolution No. CC 2019-49 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 19-6, FOR THE CONSTRUCTION OF A NEW TWO-STORY OFFICE BUILDING WITH A 16,032 SQUARE-FOOT BUILDING FOOTPRINT, AND A TOTAL FLOOR AREA OF 32,064 SQUARE-FEET ON A 2.037 ACRE (88,887 SQUARE-FOOT) LOT LOCATED AT 13101 CROSSROADS PARKWAY SOUTH, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECCOMENDED ACTION: Adopt Resolution No. 2019-49.

6.4 Consideration of Development Plan 19-9, for the construction of a 216,591 square foot tilt up industrial warehouse building, located on an10.1 acre parcel located at 13400 Nelson Avenue

Consideration of Resolution No. CC 2019-54 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 19-09 FOR THE CONSTRUCTION OF A NEW 216,591 SQUARE FOOT TILT UP INDUSTRIAL WAREHOUSE BUILDING, LOCATED AT 13400 NELSON AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME

RECCOMENDED ACTION: Adopt Resolution No. 2019-54.

6.5 Consideration of Resolution No. CC 2019-55 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

RECCOMENDED ACTION: Adopt Resolution No. 2019-55.

6.6 Consideration of a Professional Services Agreement with West Coast Arborists, Inc. to provide GIS-Based Urban Tree Inventory identified by the City or on city-owned properties for an amount not to exceed $100,000.00 (JN-6201 #7)

RECOMMENDED ACTION: Approve the Agreement.

6.7 Consideration of a Property Purchase Agreement with Brook Property, Inc. in the amount of $3,500.00 for right of way acquisition (MP 08-05/CITY-1434)

RECOMMENDED ACTION: Approve the Agreement.

6.8 Consideration of a License Agreement with Pacific Crest Youth Arts Organization for Access to Assessor's Parcel Number 8264-004-908 located at 1123 South Hatcher Avenue as a Storage Area

RECOMMENDED ACTION: Approve the License Agreement.

6.9 Consideration of Amendment No. 2 to the Professional Services Agreement with Kleinfelder, Inc., for a budget increase of $500,000.00 for an amount not-to-exceed $750,000.00 through October 24, 2022 for On-Call Geotechnical Engineering Services (Contract No. 2016-1002)

RECOMMENDED ACTION: Approve Amendment No. 2.

6.10 Consideration of Award of Contract No. CITY-1433 Arenth Avenue Reconstruction from Anaheim-Puente Road to Phillips Drive, to All American Asphalt for an amount not to exceed $3,053,713.50 and Notice of Exemption regarding same

RECOMMENDED ACTION: Award the contract to All American Asphalt in the amount of $3,053,713.50, and adopt a Notice of Exemption for the project.

6.11 Consideration of Change Order Nos. 4, 5, 6, 7, 8 and 9 for Design-Build Services for Emergency Standby Power Generator at City Hall (Project No. CIP-CC-18-003-B) with MasTek, Inc. (Contract No. 2017-1004)

RECOMMENDED ACTION: Approve Change Order Nos. 4, 5, 6, 7, 8 & 9 and authorize the Mayor to execute the Change Orders.

6.12 Discussion and consideration of an appointment to the Four Corners Transportation Coalition

RECOMMENDED ACTION: Appoint a Councilmember or the City Manager to serve on the Board and to permit the designee to vote to begin the dissolution process.

7. **CITY MANAGER REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

10.1 CONFERENCE WITH LEGAL COUNSEL – EXISITNG LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Hayes v. City of Industry
Superior Court of California, County of Los Angeles
Case No. 19STCV10863

10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Cabrera v. City of Industry, *et al.*
Superior Court of California, County of San Bernardino
Case No. BC719390

11. Adjournment. The next regular City Council Meeting will be Thursday, November 14, 2019 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF OCTOBER 24, 2019

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	2,193,287.43
103	PROP A FUND	3,427.90
120	CAPITAL IMPROVEMENT FUND	175,460.24
140	INDUSTRY PUBLIC FACILITY AUTHORITY	3,000.00
TOTAL ALL FUNDS		2,375,175.57

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUNTS	60,000.00
PROP/A	PROP A - CKING ACCOUNT	3,427.90
WK/T	WORKMAN TEMPLE -CKING ACCOUNT	4,202.82
REF	REFUSE - CKING ACCOUNT	1,470,665.93
WFBK	WELLS FARGO - CKING ACCOUNT	836,878.92
TOTAL ALL BANKS		2,375,175.57

APPROVED PER CITY MANAGER

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CITY OF INDUSTRY
BANK OF AMERICA
October 24, 2019

Check	Date			Payee Name	Check Amount
CITYGEN.CHK - City General					
24437	10/08/2019			**CIVIC RECREATIONAL INDUSTRIAL**	$35,000.00
	Invoice	Date	Description	Amount	
	10/8/19	10/08/2019	TRANSFER FUNDS-CRIA A/P REG 10/9/19	$35,000.00	
24438	10/08/2019			**INDUSTRY PROPERTY & HOUSING**	$25,000.00
	Invoice	Date	Description	Amount	
	10/8/19-A	10/08/2019	TRANSFER FUNDS-IPHMA A/P REG 10/9/19	$25,000.00	

Checks	Status	Count	Transaction Amount
	Total	**2**	**$60,000.00**

CITY OF INDUSTRY

PROP A

October 24, 2019

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90118	10/24/2019			INDUSTRY SECURITY SERVICES	$3,427.90
	Invoice	Date	Description	Amount	
	14-24177	10/04/2019	SECURITY SVC-METROLINK	$1,713.95	
	14-24194	10/11/2019	SECURITY SVC-METROLINK	$1,713.95	

Check	Status	Count	Transaction Amount
	Total	1	$3,427.90

CITY OF INDUSTRY
WORKMAN TEMPLE
October 24, 2019

Check	Date	Payee Name	Check Amount

WRKTMPHM.WF.CHK - Workman Temple Homestead Chking

1006	10/08/2019			**HISTORICAL RESOURCES, INC.**	$4,202.82
	Invoice	Date	Description	Amount	
	10/8/19	10/08/2019	HISTORICAL COLLECTIBLES	$4,202.82	

Check	Status	Count	Transaction Amount
	Total	**1**	**$4,202.82**

CITY OF INDUSTRY
WELLS FARGO REFUSE
October 24, 2019

Check	Date			Payee Name	Check Amount
REFUSE - Refuse Account					
WT266	10/04/2019			**CITY OF INDUSTRY DISPOSAL CO.**	$1,470,243.21
	Invoice	Date	Description	Amount	
	3785301	10/04/2019	REFUSE SVC 9/1-9/30/19	$1,470,243.21	
80136	10/09/2019			**HYMAN FAMILY CORP.**	$422.72
	Invoice	Date	Description	Amount	
	10/8/2019	10/08/2019	REFUND-AUTO PAY PULLED IN ERROR	$422.72	

Check	Status	Count	Transaction Amount
	Total	**2**	**$1,470,665.93**

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72204	10/09/2019			NEXTIVA, INC.	$193.15
	Invoice	Date	Description	Amount	
	24105161686	10/02/2019	PART FOR FAX MACHINE IN HR	$193.15	
72205	10/09/2019			ROWLAND WATER DISTRICT	$329.60
	Invoice	Date	Description	Amount	
	2020-00000477	09/25/2019	08/15-09/12/19 SVC - 755 NOGALES AT - RC	$239.64	
	2020-00000478	09/25/2019	08/15-09/12/19 SVC - AZUSA AVE - RC	$89.96	
72206	10/10/2019			JACK'S FRAMING	$919.80
	Invoice	Date	Description	Amount	
	10/8/2019	10/08/2019	FRAMES FOR CERTIFICATES-RODEO FOUNDERS	$919.80	
72207	10/16/2019			L A COUNTY REGISTRAR-	$75.00
	Invoice	Date	Description	Amount	
	CUP 18-5	10/09/2019	FEE-NOTICE OF EXEMPTION FOR CUP 18-5	$75.00	
72208	10/16/2019			L A COUNTY REGISTRAR-	$75.00
	Invoice	Date	Description	Amount	
	DP 19-3-A	10/16/2019	FEE-NOTICE OF DETERMINATION FOR DP19-3	$75.00	
72209	10/16/2019			NEOFUNDS BY NEOPOST	$500.00
	Invoice	Date	Description	Amount	
	10/03/2019	10/03/2019	POSTAGE-FINANCE DEPT	$500.00	
72210	10/24/2019			AGUILAR, DENNIS, EDMOND	$225.00

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description	Amount	
	PPDASS2019	10/01/2019	MUSIC PERFORMANCE ON 10/27/19-HOMESTEAD	$225.00	
72211	10/24/2019			**BC TRAFFIC SPECIALIST**	$2,949.00
	Invoice	Date	Description	Amount	
	511022	09/27/2019	EQUIPMENT RENTAL FOR BIXBY DR CLOSURE	$2,949.00	
72212	10/24/2019			**BUSINESS LIFE MAGAZINE**	$3,450.00
	Invoice	Date	Description	Amount	
	300308	10/01/2019	FULL PAGE ADVERTISING/SPONSORSHIP	$3,450.00	
72213	10/24/2019			**CHAD'S PROFESSIONAL CLEANING**	$495.00
	Invoice	Date	Description	Amount	
	138	10/09/2019	CARPET CLEANING-HOMESTEAD	$495.00	
72214	10/24/2019			**CINTAS CORPORATION LOC 693**	$437.16
	Invoice	Date	Description	Amount	
	4023070896	06/03/2019	DOOR MATS	$55.60	
	4031873935	10/07/2019	DOOR MATS	$270.36	
	4031825534	10/07/2019	DOOR MATS	$55.60	
	4031286075	09/30/2019	DOOR MATS	$55.60	
72215	10/24/2019			**CITY OF INDUSTRY DISPOSAL CO.**	$2,239.52
	Invoice	Date	Description	Amount	
	3785256	09/30/2019	DISP SVC-3226 GILMAN RD	$84.51	
	3785257	09/30/2019	DISP SVC-16000 TEMPLE AVE	$140.85	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3785258	09/30/2019	DISP SVC-14362 PROCTOR AVE	$84.51
3785259	09/30/2019	DISP SVC-15710 NELSON AVE	$28.17
3785260	09/30/2019	DISP SVC-15702 NELSON AVE	$28.17
3785261	09/30/2019	DISP SVC-507 TURNBULL CYN RD	$56.34
3785262	09/30/2019	DISP SVC-15730 NELSON AVE	$28.17
3785263	09/30/2019	DISP SVC-15644 NELSON AVE	$28.17
3785264	09/30/2019	DISP SVC-15626 NELSON AVE	$28.17
3785265	09/30/2019	DISP SVC-629 GIANO AVE	$56.34
3785266	09/30/2019	DISP SVC-754 S 5TH AVE	$56.34
3785267	09/30/2019	DISP SVC-210 S 9TH AVE	$56.34
3785268	09/30/2019	DISP SVC-16020 HILL ST	$28.17
3785269	09/30/2019	DISP SVC-15736 NELSON AVE	$28.17
3785270	09/30/2019	DISP SVC-15634 NELSON AVE	$28.17
3785271	09/30/2019	DISP SVC-257 TURNBULL CYN RD	$42.26
3785272	09/30/2019	DISP SVC-643 GIANO AVE	$56.34
3785273	09/30/2019	DISP SVC-15151 PROCTOR AVE	$84.51
3785274	09/30/2019	DISP SVC-15157 WALBROOK DR	$28.17
3785275	09/30/2019	DISP SVC-16000 HILL ST	$28.17
3785276	09/30/2019	DISP SVC-16010 HILL ST	$56.34
3785277	09/30/2019	DISP SVC-16014 HILL ST	$28.17
3785278	09/30/2019	DISP SVC-16229 HANDORF RD	$28.17
3785279	09/30/2019	DISP SVC-16242 HANDORF RD	$56.34
3785280	09/30/2019	DISP SVC-16220 HANDORF RD	$84.51
3785281	09/30/2019	DISP SVC-16218 HANDORF RD	$28.17
3785282	09/30/2019	DISP SVC-16217 HANDORF RD	$56.34
3785283	09/30/2019	DISP SVC-16227 HANDORF RD	$28.17

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	3785284	09/30/2019	DISP SVC-16238 HANDORF RD	$28.17	
	3785285	09/30/2019	DISP SVC-16224 HANDORF RD	$28.17	
	3785286	09/30/2019	DISP SVC-15714 NELSON AVE	$28.17	
	3785287	09/30/2019	DISP SVC-15652 NELSON AVE	$28.17	
	3785288	09/30/2019	DISP SVC-134 TURNBULL CYN RD	$28.17	
	3785289	09/30/2019	DISP SVC-14063 PROCTOR AVE	$84.51	
	3785290	09/30/2019	DISP SVC-20137 E WALNUT DR	$28.17	
	3785291	09/30/2019	DISP SVC-15722 NELSON AVE	$28.17	
	3785292	09/30/2019	DISP SVC-17229 CHESTNUT ST	$84.51	
	3785293	09/30/2019	DISP SVC-130 TURNBULL CYN RD	$28.17	
	3785294	09/30/2019	DISP SVC-132 TURNBULL CYN RD	$28.17	
	3785295	09/30/2019	DISP SVC-138 TURNBULL CYN RD	$28.17	
	3785296	09/30/2019	DISP SVC-15236 VALLEY BLVD	$169.02	
	3785297	09/30/2019	DISP SVC-16200 TEMPLE AVE	$84.51	
	3785298	09/30/2019	DISP SVC-14310 PROCTOR AVE	$84.51	
	3785299	09/30/2019	DISP SVC-16212 TEMPLE AVE	$84.51	
72216	10/24/2019			**CITY OF INDUSTRY-PAYROLL ACCT**	$110,000.00
	Invoice	Date	Description	Amount	
	P/R PE 10/4/19	10/10/2019	REPLENISH PAYROLL FOR PE 10/4/19	$110,000.00	
72217	10/24/2019			**CITY OF INDUSTRY-REFUSE**	$5,144.77
	Invoice	Date	Description	Amount	
	3784904	09/30/2019	DISP SVC-145 VINELAND AVE	$894.09	
	3784903	09/30/2019	DISP SVC-1123 HATCHER	$4,250.68	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

72218	10/24/2019		CNC ENGINEERING	$229,917.22

Invoice	Date	Description	Amount
459518	10/10/2019	EMERGENCY STANDBY POWER GENERATOR	$2,730.00
459519	10/10/2019	CITY STREET LIGHT PURCHASE	$717.50
459520	10/10/2019	RESURFACING DESIGN-EXPO PARKING LOT	$6,740.00
459521	10/10/2019	EXPO BARN FACILITY LIGHTING	$545.00
459522	10/10/2019	AVALON ROOM DESIGN	$2,790.00
459523	10/10/2019	METROLINK STATION SECURITY SYSTEM	$390.00
459524	10/10/2019	HATCHER YARD FACILITY DEMO	$300.00
459525	10/10/2019	CITYWIDE ADA SELF-EVALUATION/TRANSITION	$1,365.00
459526	10/10/2019	SITE PLAN FOR SHERIFF TRAILER	$12,665.00
459528	10/10/2019	FOUR GRADE SEPARATION PUMP STATIONS	$7,020.00
459529	10/10/2019	CATCH BASIN RETROFITS	$2,537.50
459530	10/10/2019	SEWER DESIGN-EXPO CENTER	$6,032.50
459531	10/10/2019	ANNUAL PAVEMENT REHABILITATION	$12,155.00
459532	10/10/2019	ANNUAL SLURRY SEAL FY 2019	$492.50
459533	10/10/2019	GALE AVE REALIGNMENT	$300.00
459534	10/10/2019	RESURFACING OF DON JULIAN RD	$14,102.50
459535	10/10/2019	WALNUT DR NORTH WIDENING	$1,035.00
459536	10/10/2019	PRELIMINARY DESIGN OF BICYCLE PATH	$1,065.00
459537	10/10/2019	ANNUAL BUS STOP ADA IMPROVEMENTS	$4,605.00
459538	10/10/2019	STARHILL LANE/3RD AVE WATERLINE	$5,257.50
459539	10/10/2019	4TH AVE/TRAILSIDE WATERLINE	$150.00
459540	10/10/2019	DON JULIAN/BASETDALE WATERLINE	$1,880.00
459541	10/10/2019	GENERAL ENG 9/23-10/6/19	$1,275.00
459542	10/10/2019	GENERAL ENG-SITE PLAN APPROVAL	$3,317.50

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
459543	10/10/2019	GENERAL ENG-TRAFFIC	$5,973.75	
459544	10/10/2019	GENERAL ENG-COUNTER SERVICE	$3,055.00	
459545	10/10/2019	GENERAL ENG-PERMITS	$19,326.25	
459546	10/10/2019	WALNUT DR SOUTH WIDENING	$21,515.00	
459547	10/10/2019	ARENTH AVE RECONSTRUCTION	$3,460.00	
459548	10/10/2019	GENERAL ENG 9/23-10/6/19	$61,688.47	
459549	10/10/2019	NPDES STORM WATER	$4,627.50	
459550	10/10/2019	TONNER CYN PROPERTY	$3,357.50	
459551	10/10/2019	EXPO CENTER STANDARDS OF FACILITY MAINT	$9,082.50	
459558	10/10/2019	PAINT EVALUATION OF WROUGHT IRON FENCE	$1,605.00	
459559	10/10/2019	INDUSTRY HILLS FUEL TANK DISPENSING	$1,652.50	
459560	10/10/2019	MONITORING OF LANDFILL GAS COLLECTION	$106.25	
112019	11/01/2019	MEALS/WHEELS RENT-NOV 2019	$5,000.00	
72219	10/24/2019		**CNC ENGINEERING**	$72,765.00
Invoice	Date	Description	Amount	
459527	10/10/2019	EL ENCANTO IMPROVEMENTS	$2,610.00	
459552	10/10/2019	CHINO RANCH DAM RENOVATION-TRES HERMANOS	$956.25	
459553	10/10/2019	VARIOUS CITY PAID EXP FOR TRES HERMANOS	$2,137.50	
459554	10/10/2019	CITY HALL MAINT	$7,311.25	
459555	10/10/2019	HOMESTEAD MUSEUM IMPROVEMENTS	$1,690.00	
459556	10/10/2019	STIMSON AVE CROSSING	$2,867.50	
459557	10/10/2019	TRAFFIC SIGNAL AT NELSON/SUNSET	$1,072.50	
459561	10/10/2019	605 FWY AND VALLEY BLVD INTERCHANGE	$1,170.00	
459562	10/10/2019	HIGHWAY BRIDGE PROGRAM	$97.50	
459563	10/10/2019	HIGHWAY BRIDGE PROGRAM-AZUSA AVE	$1,612.50	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
459564	10/10/2019	FISCAL YEAR BUDGET	$5,295.00	
459565	10/10/2019	ROWLAND ST RECONSTRUCTION	$615.00	
459566	10/10/2019	BUSINESS PKY PCC PAVEMENT	$1,147.50	
459567	10/10/2019	FOLLOW'S CAMP PROPERTY	$4,080.00	
459568	10/10/2019	RESURFACING OF VALLEY BLVD	$680.00	
459569	10/10/2019	VARIOUS ASSIGNMENTS RELATED TO SA	$3,790.00	
459570	10/10/2019	NELSON AVE/PUENTE WIDENING	$990.00	
459571	10/10/2019	REPAIRS/UPGRADES TO CITY PUMP STATIONS	$1,560.00	
459572	10/10/2019	ARENTH AVE RECONSTRUCTION	$461.25	
459573	10/10/2019	ARENTH AVE STREET LIGHTS	$1,332.50	
459574	10/10/2019	ARENTH GUARD RAIL INSTALLATION	$7,653.75	
459575	10/10/2019	VALLEY BLVD RECONSTRUCTION	$122.50	
459576	10/10/2019	CARTEGRAPH MGMT	$13,770.00	
459577	10/10/2019	HOMESTEAD MUSEUM IMPROVEMENTS	$725.00	
459578	10/10/2019	SR57/60 CONFLUENCE PROJECT-FINAL PHASE	$21.25	
459579	10/10/2019	FULLERTON RD GRADE SEPARATION	$3,752.50	
459581	10/10/2019	FAIRWAY DR GRADE SEPARATION	$2,510.00	
459582	10/10/2019	TURNBULL CYN RD GRADE SEPARATION	$2,733.75	
72220	10/24/2019		**COALITION FOR AMERICA'S**	$6,500.00
	Invoice	Date	Description	Amount
	2020-10	10/01/2019	MEMBERSHIP FOR FY 19/20	$6,500.00
72221	10/24/2019		**CODE 3 CREATIONS**	$10.95
	Invoice	Date	Description	Amount
	10/08/19	10/08/2019	NEW NAME PLATE FOR TIM SEAL	$10.95

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72222	10/24/2019			CONSILIO, LLC	$1,700.90
	Invoice	Date	Description	Amount	
	IVC100814	08/31/2019	DOCUMENT MGMT-AUG 2019	$1,700.90	
72223	10/24/2019			CORELOGIC INFORMATION	$192.50
	Invoice	Date	Description	Amount	
	81986927	09/30/2019	GEOGRAPHIC PKG-SEP 2019	$192.50	
72224	10/24/2019			COUNTY OF LA DEPT OF PUBLIC	$64,677.08
	Invoice	Date	Description	Amount	
	PW-19090901016	09/09/2019	INSTALL VEHICLE DETECTION CAMERA	$298.13	
	PW-19090901003	09/09/2019	PAVEMENT MARKINGS	$1,401.93	
	PW-19090900968	09/09/2019	STREET MAINT/INSPECTION	$4,357.57	
	PW-19090900922	09/09/2019	PAVEMENT PATCHING	$365.46	
	PW-19090900967	09/09/2019	PAVEMENT PATCHING	$18,325.99	
	PW-19090900965	09/09/2019	LITTER/DEBRIS REMOVAL	$500.36	
	PW-19090900970	09/09/2019	PUMP HOUSE MAINT	$293.56	
	PW-19090900904	09/09/2019	WALNUT DR WIDENING-STORM DRAIN PERMIT	$2,446.54	
	PW-19090900943	09/09/2019	SEWER SYSTEM MGMT PLAN	$1,933.70	
	PW-19090901183	09/09/2019	TRAFFIC/SIGNAL MAINT	$28,732.87	
	PW-19090901015	09/09/2019	RETROFIT OF CATCH BASINS PHASE 2	$283.45	
	PW-19090900966	09/09/2019	CONCRETE REPAIRS	$177.78	
	PW-19090901184	09/09/2019	TRAFFIC SIGNAL MAINT	$5,559.74	
72225	10/24/2019			COUNTY OF LOS ANGELES	$10,725.90

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
0417N	09/23/2019	WEED ABATEMENT FOR VARIOUS ROADWAYS-AUG	$10,725.90

72226 10/24/2019 — **CREATIVE IMAGE PRODUCTS** — $2,978.74

Invoice	Date	Description	Amount
1608	09/27/2019	CUSTOM TIES FOR BREAST CANCER AWARENESS	$527.75
1607	09/30/2019	BANDANAS W/COI LOGO FOR RODEO (1,000)	$2,397.33
1590	08/22/2019	NAME PLATE FOR LA SHERIFF DEPT	$16.43
1611	10/04/2019	LADIES'S POLO SHIRT-COI LOGO	$37.23

72227 10/24/2019 — **DIAMOND BAR ELECTRIC, INC.** — $2,583.00

Invoice	Date	Description	Amount
15175	09/30/2019	CITY HALL LOBBY REC	$1,389.00
15174	09/30/2019	PUBLIC WORKS TV REC	$1,194.00

72228 10/24/2019 — **DIRECTV - FOR BUSINESS** — $194.48

Invoice	Date	Description	Amount
36754000472	10/01/2019	RECEIVER/RSN FEES	$194.48

72229 10/24/2019 — **EGOSCUE LAW GROUP, INC.** — $412.50

Invoice	Date	Description	Amount
12488	10/02/2019	LEGAL SVC-FOLLOW'S CAMP	$412.50

72230 10/24/2019 — **FIRST AMERICAN DATA TREE, LLC** — $200.00

Invoice	Date	Description	Amount
20088320919	09/30/2019	PROPERTY DATA INFORMATION	$200.00

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72231	10/24/2019			**FRAZER, LLP**	$41,095.00
	Invoice	Date	Description	Amount	
	163249	09/30/2019	SA-PROF SVC FOR SEP 2019	$1,845.00	
	163266	09/30/2019	COI-PROF SVC FOR SEP 2019	$39,250.00	
72232	10/24/2019			**FUEL PROS, INC.**	$870.00
	Invoice	Date	Description	Amount	
	45386	09/25/2019	INDUSTRY HILLS FUEL STN MAINT	$720.00	
	45686	09/26/2019	INDUSTRY HILLS FUEL STN MAINT	$150.00	
72233	10/24/2019			**GILBARCO, INC.**	$656.25
	Invoice	Date	Description	Amount	
	SGI1264525	09/30/2019	ISLANDER ANNUAL SOFTWARE SUPPORT-IH	$656.25	
72234	10/24/2019			**GMS ELEVATOR SERVICES, INC**	$138.00
	Invoice	Date	Description	Amount	
	98467	10/01/2019	ELEVATOR MAINT-CITY HALL	$138.00	
72235	10/24/2019			**HAYWARD ENVIRONMENTAL**	$5,604.30
	Invoice	Date	Description	Amount	
	12095	09/24/2019	DISPOSAL OF HAZARDOUS MATERIAL-HATCHER	$3,785.00	
	12121	09/27/2019	DISPOSAL OF HAZARDOUS MATERIAL-IH FUEL	$1,819.30	
72236	10/24/2019			**HEDMAN - L A**	$135.34
	Invoice	Date	Description	Amount	
	63776	10/04/2019	DIAGNOSIS/REPAIR QUOTE ON STAMP MACHINES	$135.34	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72237	10/24/2019			**INDUSTRY SECURITY SERVICES**	$17,144.71
	Invoice	Date	Description	Amount	
	14-24188	10/11/2019	SECURITY SVC-VARIOUS SITES	$8,312.11	
	14-24195	10/11/2019	ADD'L SECURITY-HOMESTEAD EVENT	$504.72	
	14-24171	10/04/2019	SECURITY SVC-VARIOUS SITES	$8,327.88	
72238	10/24/2019			**INDUSTRY SECURITY SERVICES**	$23,327.01
	Invoice	Date	Description	Amount	
	14-24183	10/11/2019	SECURITY SVC 10/4-10/1019	$11,595.16	
	14-24166	10/04/2019	SECURITY SVC 9/27-10/3/19	$11,731.85	
72239	10/24/2019			**INDUSTRY STATION ATHLETIC FUND**	$2,000.00
	Invoice	Date	Description	Amount	
	10/7/19	10/07/2019	DONATION FOR THE BAKER TO VEGAS TEAM RUN	$2,000.00	
72240	10/24/2019			**INDUSTRY TIRE SERVICE**	$579.53
	Invoice	Date	Description	Amount	
	0291170	10/04/2019	TIRE FOR BACKHOE	$579.53	
72241	10/24/2019			**INTERNATIONAL INSTITUTE OF**	$195.00
	Invoice	Date	Description	Amount	
	09/23/2019	09/23/2019	ANNUAL MEMEBERSHIP-JULIE GUTIERREZ-ROBLES	$195.00	
72242	10/24/2019			**IVAN J. FLORES**	$30.00
	Invoice	Date	Description	Amount	
	10/9/2019	10/09/2019	REFUND-CITATION ID154027	$30.00	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72243	10/24/2019			**KLINE'S PLUMBING, INC.**	$1,675.00
	Invoice	Date	Description	Amount	
	11213	09/25/2019	REPAIR BAKCFLOW-220 HACIENDA BLVD	$1,175.00	
	11214	09/30/2019	REPAIR LEAK-EL ENCANTO	$500.00	
72244	10/24/2019			**L A COUNTY DEPT OF PUBLIC**	$6,901.89
	Invoice	Date	Description	Amount	
	IN200000166	09/18/2019	ACCIDENT-AZUSA AVE @ SALAIS ST	$260.61	
	IN200000173	09/16/2019	ACCIDENT-SUNSET/7TH AVE @ VALLEY BLVD	$3,021.43	
	IN200000197	09/16/2019	ACCIDENT-PROCTOR AVE @ 7TH AVE	$693.52	
	IN200000178	09/16/2019	ACCIDENT-VALLEY BLVD @ VINELAND	$204.08	
	IN200000181	09/16/2019	ACCIDENT-SUNSET AVE @ VALLEY BLVD	$745.04	
	IN200000185	09/18/2019	ACCIDENT-PECK RD @ ROOKS RD	$551.00	
	IN200000189	09/18/2019	ACCIDENT-TEMPLE AVE @ VINELAND	$1,070.15	
	IN200000190	09/16/2019	ACCIDENT-AMAR RD @ ECHELON AVE	$158.46	
	IN200000184	09/18/2019	ACCIDENT-AMAR RD @ ECHELON AVE	$197.60	
72245	10/24/2019			**L A COUNTY SHERIFF'S**	$42,172.67
	Invoice	Date	Description	Amount	
	200537AL	09/25/2019	SPECIAL EVENT-DIRECTED PATROL	$42,172.67	
72246	10/24/2019			**LOCKS PLUS, INC.**	$339.03
	Invoice	Date	Description	Amount	
	34145	09/25/2019	REPAIR DOOR LOCK-CITY HALL	$339.03	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72247	10/24/2019			**LOS ANGELES TIMES MEDIA GROUP**	$8,322.25
	Invoice	Date	Description	Amount	
	010857076000	09/30/2019	ADVERTISING FOR TWENTIES FESTIVAL-	$8,322.25	
72248	10/24/2019			**LUBE PIT STOP**	$373.49
	Invoice	Date	Description	Amount	
	237543	09/11/2019	AUTO MAINT-LIC 1463586	$61.19	
	235591	08/02/2019	AUTO MAINT-LIC 1429333	$52.10	
	235590	08/02/2019	AUTO MAINT-LIC 1429348	$46.53	
	234374	07/09/2019	AUTO MAINT-LIC 1356177	$41.60	
	235514	08/01/2019	AUTO MAINT-LIC 1347776	$41.61	
	236228	08/15/2019	AUTO MAINT-LIC 1356177	$42.60	
	236185	08/14/2019	AUTO MAINT-LIC 1370863	$42.60	
	238617	10/02/2019	AUTO MAINT-LIC 1094930	$41.61	
	238622	10/02/2019	AUTO MAINT-LIC 1356177	$42.60	
	238913	10/08/2019	AUTO MAINT-LIC 1210025	$43.25	
	238572	10/01/2019	AUTO MAINT-LIC 1347776	$41.61	
	207	06/29/2019	CREDIT	($123.81)	
72249	10/24/2019			**MBF CONSULTING, INC.**	$12,750.00
	Invoice	Date	Description	Amount	
	1500-1302	10/02/2019	PROF SVC-WATERLINE IMPROVEMENTS	$12,750.00	
72250	10/24/2019			**MISTY LEE DINI**	$700.00
	Invoice	Date	Description	Amount	
	PPMLSS2019	10/01/2019	MAGIC SHOW ON 10/27/19-HOMESTEAD	$700.00	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72251	10/24/2019			**MX GRAPHICS, INC.**	$246.38
	Invoice	Date	Description	Amount	
	19243	09/23/2019	MICROFICHE SCAN	$246.38	
72252	10/24/2019			**NOBEL SYSTEMS, INC.**	$15,150.00
	Invoice	Date	Description	Amount	
	14651	09/30/2019	GEO VIEWER ANNUAL SUBSCRIPTION 10/1/19-6/30/20	$15,150.00	
72253	10/24/2019			**PADILLA, YVETTE**	$172.65
	Invoice	Date	Description	Amount	
	FALL 2019	10/09/2019	REIMBURSE FOR BOOKS-FALL 2019	$172.65	
72254	10/24/2019			**PEDROZA JR, SAMUEL**	$953.75
	Invoice	Date	Description	Amount	
	9/23-10/6/19	10/06/2019	REIMBURSEMENT FOR LUNCH MEETINGS	$328.85	
	10/2/19	10/02/2019	REIMBURSEMENT FOR CELL PHONE SVC FROM	$624.90	
72255	10/24/2019			**POSTMASTER**	$308.00
	Invoice	Date	Description	Amount	
	PO BOX 3305-2020	10/01/2019	ANNUAL FEE-PO BOX 3305	$308.00	
72256	10/24/2019			**RICOH USA, INC.**	$433.16
	Invoice	Date	Description	Amount	
	1082790920	10/06/2019	COPIER LEASE-FINANCE	$252.50	
	5057760485	10/03/2019	METER READING-DEV COPIER	$99.17	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	5057654427	09/27/2019	METER READING-FINANCE COPIER	$81.49	
72257	10/24/2019			**RICOH USA, INC.**	$2,940.88
	Invoice	Date	Description	Amount	
	65296514	10/06/2019	COPIER LEASE-VARIOUS	$2,650.76	
	65159186	09/21/2019	COPIER LEASE-DEV	$290.12	
72258	10/24/2019			**SAN GABRIEL VALLEY CITY**	$55.00
	Invoice	Date	Description	Amount	
	10/3/19	10/03/2019	MEMBERSHIP DUES FOR FY 2019-2020	$55.00	
72259	10/24/2019			**SAN GABRIEL VALLEY NEWSPAPER**	$4,296.00
	Invoice	Date	Description	Amount	
	0011308471	08/30/2019	NOTICE OF PUBLIC HEARING	$392.00	
	0011316310	09/30/2019	NOTICE INVITING BIDS-CITY HALL ROOF	$1,772.00	
	0011318411	10/04/2019	NOTICE INVITING BIDS-EL ENCANTO FACILITY	$2,132.00	
72260	10/24/2019			**SAN GABRIEL VALLEY NEWSPAPER**	$1,227.15
	Invoice	Date	Description	Amount	
	0000456063	10/01/2019	MONTHLY ADVERTISING-HOMESTEAD	$1,227.15	
72261	10/24/2019			**SOUTHERN CALIFORNIA**	$141.00
	Invoice	Date	Description	Amount	
	FY 2019-2020	05/08/2019	DUES FOR FY 2019-2020	$141.00	
72262	10/24/2019			**SOUTHERN CALIFORNIA PUBLIC**	$2,500.00
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	10167-00012-0000	09/29/2019	RADIO CAMPAIGN FOR TWENTIES FESTIVEAL-	$2,500.00	
72263	10/24/2019			**SPARKLETTS**	$193.33
	Invoice	Date	Description	Amount	
	16916898 092719	09/27/2019	WATER DELIVERY	$125.12	
	17165913 092719	09/27/2019	WATER DELIVERY	$68.21	
72264	10/24/2019			**STAPLES BUSINESS ADVANTAGE**	$1,608.46
	Invoice	Date	Description	Amount	
	8055823172	09/21/2019	OFFICE SUPPLIES	$1,372.21	
	8055899819	09/28/2019	OFFICE SUPPLIES	$236.25	
72265	10/24/2019			**STATE COMPENSATION INS. FUND**	$2,987.17
	Invoice	Date	Description	Amount	
	OCTOBER 2019	10/01/2019	WORKMANS COMP PREMIUM FOR OCT 2019	$2,987.17	
72266	10/24/2019			**STATE COMPENSATION INS. FUND**	$2,987.17
	Invoice	Date	Description	Amount	
	SEPTEMBER 2019	09/01/2019	WORKMANS COMP PREMIUM FOR SEP 2019	$2,987.17	
72267	10/24/2019			**STEVEN MONTANO**	$65.00
	Invoice	Date	Description	Amount	
	10/9/2019	10/09/2019	REFUND-CITATION ID150575	$65.00	
72268	10/24/2019			**SUNRISE ROOFING**	$840.00
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	10/04/2019	10/04/2019	CLEAN DEBRIS-4 BLDGS AT HOMESTEAD	$840.00	
72269	10/24/2019			**SUPERIOR COURT OF CALIFORNIA,**	$8,236.50
	Invoice	Date	Description	Amount	
	SEPTEMBER 2019	10/07/2019	PARKING CITATION REPORT-SEP 2019	$8,236.50	
72270	10/24/2019			**SURETECK, INC.**	$12,806.19
	Invoice	Date	Description	Amount	
	09012019-395	10/01/2019	ON-CALL MAINT FOR VARIOUS SITES	$12,806.19	
72271	10/24/2019			**THE PUN GROUP**	$37,675.00
	Invoice	Date	Description	Amount	
	112215-3	09/27/2019	PFA-AUDIT FY 18/19	$3,000.00	
	112215-1	09/27/2019	COI-AUDIT FY 18/19	$30,675.00	
	112215-4	09/27/2019	SA-AUDIT GY 18/19	$4,000.00	
72272	10/24/2019			**THE TECHNOLOGY DEPOT**	$10,193.85
	Invoice	Date	Description	Amount	
	11821	10/04/2019	NETWORK MAINT-TICKET #14800	$41.25	
	11820	10/04/2019	NETWORK MAINT-TICKET #14827	$82.50	
	11819	10/04/2019	NETWORK MAINT-TICKET #14306	$662.50	
	11810	10/03/2019	NETWORK MAINT-TICKET #14793	$745.00	
	11796	10/02/2019	NETWORK MAINT-TICKET #14776	$745.00	
	11792	10/01/2019	OFFSITE ARCHIVE STORAGE FOR HOMESTEAD	$2,100.00	
	11790	10/01/2019	NETWORK MAINT-TICKET #14748	$745.00	
	11776	10/01/2019	NETWORK MAINT-NOV 2019	$362.10	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	11775	10/01/2019	NETWORK MAINT-SHERIFF'S BLDG	$284.25	
	11767	09/30/2019	NETWORK MAINT-TICKET #14728	$827.50	
	11746	09/26/2019	NETWORK MAINT-TICKET #14679	$745.00	
	11747	09/26/2019	NETWORK MAINT-TICKET #14692	$745.00	
	11731	09/24/2019	NETWORK MAINT-TICKET #14639	$247.50	
	11730	09/24/2019	NETWORK MAINT-TICKET #14616	$247.50	
	11729	09/24/2019	NETWORK MAINT-TICKET #14655	$786.25	
	11726	09/23/2019	NETWORK MAINT-TICKET #14634	$745.00	
	11725	09/23/2019	NETWORK MAINT-TICKET #14608	$82.50	
72273	10/24/2019			**TPX COMMUNICATIONS**	$3,560.24
	Invoice	Date	Description	Amount	
	121586579-0	09/30/2019	INTERNET SVC-CITY HALL	$3,560.24	
72274	10/24/2019			**TURBO DATA SYSTEMS, INC**	$523.16
	Invoice	Date	Description	Amount	
	31151	09/30/2019	CITATION PROCESSING-AUG/SEP 2019	$523.16	
72275	10/24/2019			**VANGUARD CLEANING SYSTEMS,**	$995.00
	Invoice	Date	Description	Amount	
	76288	09/01/2019	JANITORIAL SVC-HOMESTEAD	$995.00	
72276	10/24/2019			**VORTEX INDUSTRIES, INC.**	$840.00
	Invoice	Date	Description	Amount	
	04-1379017	09/17/2019	REPAIR GATE-1123 HATCHER	$340.00	
	08-1382617	09/30/2019	REPAIR GATE-TONNER CYN	$500.00	

CITY OF INDUSTRY
WELLS FARGO BANK
October 24, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72277	10/24/2019			WALNUT VALLEY WATER DISTRICT	$29,512.36
	Invoice	Date	Description	Amount	
	8719-007-934 19	10/19/2019	PROPERTY TAX FY 19/20-VARIOUS CITY SITES	$25,580.48	
	8269-036-270 19	10/19/2019	PROPERTY TAX FY 19/20-VARIOUS CITY SITES	$3,931.88	
72278	10/24/2019			WELLS FARGO	$9,930.78
	Invoice	Date	Description	Amount	
	9/3-10/3/19	10/03/2019	CREDIT CARD EXPENSE P/E 10/3/19	$9,930.78	
72279	10/24/2019			WORKMAN THEATER AND DANCE	$600.00
	Invoice	Date	Description	Amount	
	SSWTD2	10/01/2019	DANCE PERFORMANCE ON 10/27/19-HOMESTEAD	$600.00	

Checks	Status	Count	Transaction Amount
	Total	76	$836,878.92

CITY COUNCIL

ITEM NO. 5.2

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Moss

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Cathy Marcucci, Mayor Pro Tem
Abraham Cruz, Council Member
Mark Radecki, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

Larry Hartmann, Chairman of the Industry Hills Charity Events Counsel, spoke about the 34th Annual Rodeo coming up on the weekend of October 11th.

PRESENTATIONS

Mayor Moss officially welcomed the new Caption of the Industry Sheriff's Station, Captain Bobby Wyche.

Mayor Moss spoke of the passing of the beloved brother and friend, Ernie Barbosa and thanked everyone for wearing pink today in representing Ernie's favorite color. Pictures were taken with Ernie's wife Rachael and the Council Members. Mayor Moss spoke about Ernie's 30 years of dedicated service and his numerous contributions.

PROCLAMATIONS

Mayor Moss read the Proclamation declaring September 2019 as Childhood Cancer Awareness Month. Kim Savage of Megan's Wings spoke about the 15th Annual Megan Savage Memorial Run coming up on September 28th. Invitations and posters where left for anyone who wanted to come and join in on this great event.

CONSENT CALENDAR

7.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 12, 2019

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

7.2 CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 8, 2016 AND THE JULY 11, 2019 REGULAR MEETING

RECOMMENDED ACTION: Approve as submitted.

7.3 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., TO CONTINUE TO PREPARE 30% PRELIMINARY DESIGN FOR MULTI-BENEFIT STORMWATER CAPTURE PROJECTS FOR THE UPPER SAN GABRIEL RIVER ENHANCED WATERSHED MANAGEMENT PROGRAM THROUGH DECEMBER 31, 2019 (CONTRACT NO. 2017-1002)

RECOMMENDED ACTION: Approve the Amendment.

Mayor Radecki recused himself from check number 71974 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 71974 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he was previously employed by Square Root Golf & Landscape.

Council Member Ruggles recused himself from check number 71931 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY BOARD MEMBER RADECKI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING THEMSELVES FROM CHECK NUMBER 71974 ON ITEM 1 (REGISTER OF DEMANDS), AND COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 71931 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

ACTION ITEMS

8.1 CONSIDERATION OF RESOLUTION NO. CC 2019-44 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE RICHARD D. DAVIS FOUNDATION IN THE AMOUNT OF THREE THOUSAND DOLLARS ($3,000.00)

RECOMMENDED ACTION: *Approve Resolution No. CC 2019-44.*

City Manager Troy Helling, provided a staff report to the Council and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE RESOLUTION NO. CC 2019-44. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MARCUCCI, MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

8.2 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH WKE, INC. FOR THE PRELIMINARY STUDY OF A BRIDGE REHABILITATION ON VALLEY BOULEVARD IN AN AMOUNT NOT TO EXCEED $49,771.00 (MP 10-08 #11)

RECOMMENDED ACTION: *Approve the Agreement.*

Director of Public Works/City Engineer Josh Nelson, provided a staff report to the Council and was available to answer any questions.

City Attorney James M. Casso indicated that Casso and Sparks LLC, did not participate in the writing of this agreement.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MARCUCCI, MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

8.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS, INC., TO PROVIDE THE CALIFORNIA ENVIRONMENTAL QUALITY ACT DOCUMENTATION FOR THE GRAND AVENUE WIDENING PROJECT IN AN AMOUNT NOT TO EXCEED $38,037.00 (MP 99-31 #54)

RECOMMENDED ACTION: *Approve the Agreement.*

Contract Permit Manager Mat Hudson from CNC Engineering provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MARCUCCI, MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

8.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DAPEER, ROSENBLIT AND LITVAK, LLP, FOR CODE ENFORCEMENT LEGAL SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2023

RECOMMENDED ACTION: *Approve the Amendment.*

Assistant City Manager Bing Hyun, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MARCUCCI, MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

8.5 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH NOBEL SYSTEMS, INC., FOR SUBSCRIPTION SERVICES FOR ONLINE HOSTING OF GEOVIEWER, EXTENDING THE TERM THROUGH JUNE 30, 2022, AND INCREASING THE COMPENSATION BY $55,550

RECOMMENDED ACTION: *Approve the Amendment.*

Assistant City Manager Bing Hyun, provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MARCUCCI, MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

8.6 CONSIDERATION OF AWARD OF AGREEMENT NO. CITY-1434, RESURFACING OF DON JULIAN ROAD FROM 6TH AVENUE TO 7TH AVENUE, AND UNRUH AVENUE FROM NELSON AVENUE TO CUL-DE-SAC AND SIDEWALK ON TURNBULL CANYON ROAD AND INTERSECTION WIDENING AND TRAFFIC SIGNAL INSTALLATION AT DON JULIAN ROAD AND 6TH AVENUE, TO GENTRY BROTHERS IN AN AMOUNT NOT TO EXCEED $806,400.20, AND NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: Award the contract to Gentry Brothers in the amount of $806,400.20, and adopt a Notice of Exemption for the project.

Director of Public Works/City Engineer Josh Nelson, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RADECKI TO APPROVE AWARD THE CONTRACT TO GENTRY BROTHERS IN THE AMOUNT OF $806,400.20, AND ADOPT A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MARCUCCI, MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

8.7 CONSIDERATION OF AN APPOINTMENT TO THE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY BOARD OF DIRECTORS

RECOMMENDED ACTION: Discuss and consider making an appointment to the IPHMA Board of Directors

City Manager Troy Helling, provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RADECKI TO NOMINATE TIM SEAL TO THE APPOINTMENT FOR BOARD OF DIRECTORS OF THE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MARCUCCI, MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

9.1 PUBLIC HEARING - INTRODUCTION AND CONSIDERATION OF ORDINANCE NO. 806

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADDING SECTION 17.08.045 (COLLECTIBLE MALL) TO CHAPTER 17.08 (DEFINITIONS), AND AMENDING SECTION 17.12.025 (USES PERMITTED WITHCONDITIONAL USE PERMIT) OF CHAPTER 17.12 (COMMERCIAL ZONE), OF TITLE 17 (ZONING), OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT COLLECTIBLE MALLS IN THE COMMERCIAL ZONE UPON APPROVAL OF A CONDITIONAL USE PERMIT, AND ADOPTING A NEGATIVE DECLARATION REGARDING SAME

RECOMMENDED ACTION: (1) open the public hearing and take public testimony; (2) waive reading of Ordinance No. 806 and read by title only; (3) introduce Ordinance No. 806, an Ordinance of the City Council of the City of Industry, California, adding Section 17.08.045 (Collectible Mall) to Chapter 17.08 (Definitions), and Amending Section 17.12.025 (Uses Permitted with Conditional Use Permit) of Chapter 17.12 (Commercial Zone), of Title 17 (Zoning), of the City of Industry Municipal Code, to permit

collectible malls in the Commercial Zone upon approval of a Conditional Use Permit, and adopting a Negative Declaration regarding same

Consultant Assistant Planner II, Nathalie Vasquez provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER CRUZ TO WAIVE READING OF ORDINANCE NO. 806 AND READ BY TITLE ONLY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MARCUCCI, MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO INTRODUCE ORDINANCE NO. 806, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADDING SECTION 17.08.045 (COLLECTIBLE MALL) TO CHAPTER 17.08 (DEFINITIONS), AND AMENDING SECTION 17.12.025 (USES PERMITTED WITH CONDITIONAL USE PERMIT) OF CHAPTER 17.12 (COMMERCIAL ZONE), OF TITLE 17 (ZONING), OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT COLLECTIBLE MALLS IN THE COMMERCIAL ZONE UPON APPROVAL OF A CONDITIONAL USE PERMIT, AND ADOPTING A NEGATIVE DECLARATION REGARDING SAME. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MARCUCCI, MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

Mayor Moss opened the Public Hearing at 9:36 a.m.

Mayor Moss asked if anyone wanted to be heard on the matter. There were no comments.

Mayor Moss closed the Public Hearing at 9:39 a.m.

10. **CITY MANAGER REPORTS**

11. **AB 1234 REPORTS**

12. **CITY COUNCIL COMMUNICATIONS**

13. **CLOSED SESSION**

City Clerk Robles announced there was a need for Closed Session as follows:

13.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Cabrera v. City of Industry, *et al.*
Superior Court of California, County of San Bernardino
Case No. BC719390

13.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Concerned Citizens of City of Industry v. City of Industry, *et al.*
Superior Court of California, County of Los Angeles
Case No. BC700716

There were no public comments on the Closed Session item.

Mayor Moss recessed the meeting into Closed Session at 9:58 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Moss reconvened the meeting at 10:27 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

Item No. 13.1, was pulled and not discussed.

With regard to Closed Session Item No. 13.2, direction was given to the City Attorney's Office, no further action was taken. Nothing further to report.

ADJOURNMENT

In Memory of Sergeant Ernie Barbosa

There being no further business, the City Council adjourned at 10:27 p.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Moss

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Cathy Marcucci, Mayor Pro Tem
Abraham Cruz, Council Member
Mark Radecki, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Robles, City Clerk.

ACTION ITEMS

5.1 CONSIDERATION OF RESOLUTION NO. CC 2019-45 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A PUBLIC CENSURE OF CITY COUNCIL MEMBER ABRAHAM CRUZ

RECOMMENDED ACTION: *Consider Resolution No. CC 2019-45.*

Mayor Moss read statement from the Resolution and Mayor Pro Tem Marcucci agreed with the statement.
Council Member Ruggles asked that Council Member Cruz have the opportunity to speak.
Council Member Cruz stated that he disagreed with the testimony from the deposition. He never meant to hurt the City.
Mayor Moss read section 2 of the Resolution

MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2019-45. MOTION CARRIED 4-1, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	RADECKI, RUGGLES, MARCUCCI, MOSS
NOES:	COUNCIL MEMBERS:	CRUZ
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

ADJOURNMENT

There being no further business, the City Council adjourned at 9:57 p.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL

ITEM NO. 5.3

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, City Engineer JM
Mathew Hudson, Project Manager, CNC Engineering

DATE: October 24, 2019

SUBJECT: Southern California Edison Vault Replacement on Valley Boulevard Immediately West of Proctor Avenue

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Background:

The City has received an application from Southern California Edison ("SCE") for an encroachment permit to replace an existing vault on Valley Boulevard just west of Proctor Avenue.

Discussion:

SCE needs to replace a deteriorated vault that is located on the south side of Valley Boulevard just west of Proctor Avenue. The vault is located within the sidewalk area of the public right of way. In order to replace the vault SCE is requesting to close the east bound curb lane on Valley Boulevard for a maximum of four (4) weeks. During construction two lanes of east bound traffic will be maintained and access to all businesses will remain opened. Sidewalk, curb, gutter and a part of Valley Boulevard will need to be excavated to place the new vault and will be reconstructed per the City Standard Plans. All lanes will be opened to traffic after four (4) weeks.

Fiscal Impact:

There is no Fiscal Impact.

Recommendation:

Staff recommends City Council receive and file this report.

Exhibit:

A. Traffic Control Plans

TH/JN/MH:jf

EXHIBIT A

Traffic Control Plans

[Attached]

STRUCTURE REPLACEMENT

DURATION: 20 DAYS
WORK HOURS: 9:00AM - 3:30PM

GENERAL NOTES FOR TRAFFIC CONTROL:

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING THE WORK TO INSTALL AND MAINTAIN THE TRAFFIC CONTROL ON THESE PLANS, AS WELL AS ANY ADDITIONAL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED TO ENSURE THE SAFE MOVEMENT OF TRAFFIC, BICYCLISTS, AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA, AND TO PROVIDE MAXIMUM PROTECTION AND SAFETY TO CONSTRUCTION WORKERS.

2. CONTRACTOR SHALL PROVIDE ADDITIONAL TRAFFIC CONTROL AND FLAGGERS AS DEEMED NECESSARY BY THE CITY INSPECTOR.

3. TRAFFIC CONTROL, DEVICES, AND TEMPORARY STRIPING (WHEN NEEDED) SHALL CONFORM TO THE 2014 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, REVISION 34.

4. TRAFFIC CONTROL DEVICES SHALL BE CONTINUOUSLY MAINTAINED BY THE CONTRACTOR, KEPT IN THEIR PROPER POSITION AT ALL TIMES, AND REPAIRED/REPLACED/CLEANED AS NEEDED TO PRESERVE THEIR APPEARANCE AND CONTINUITY.

5. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN DISABILITY ACT ACCESSIBILITY GUIDELINES AND WITH THE CALIFORNIA ACCESSIBILITY GUIDELINES AS RELATED TO PEDESTRIAN ACCESS, AND SHALL MAINTAIN PEDESTRIAN ACCESS AT ALL TIMES UNLESS OTHERWISE NOTED HEREIN.

6. ALL LANES SHALL BE 11' MINIMUM WIDTH MEASURED FROM OUTSIDE EDGE OF CONE/DELINEATOR AS APPLICABLE, UNLESS EXISTING LANE WIDTH IS LESS THAN 11', IN WHICH CASE THE EXISTING LANE WIDTH SHALL NOT BE REDUCED.

7. IF USED, CONES SHALL BE 28" MINIMUM HEIGHT ROADWAYS POSTED 35 MPH OR GREATER. PORTABLE DELINEATORS MAY BE USED INSTEAD OF CONES FOR DAYTIME CLOSURES ONLY.

8. ALL CONES USED FOR LANE CLOSURES DURING THE HOURS OF DARKNESS SHALL BE 28" MINIMUM HEIGHT AND FITTED WITH 6" MINIMUM RETRO-REFLECTIVE BANDS OR SLEEVES. ALL SIGNS USED DURING THE HOURS OF DARKNESS SHALL BE EQUIPPED WITH FLASHING BEACONS.

9. THE MAXIMUM SPACING BETWEEN CONES/DELINEATORS SHALL BE 25' WITH 3 CONE MINIMUM FOR TAPERS AND FLARES.

10. PROVIDE FLAGGERS AND "WAIT FOR ESCORT" SIGNS AT ALL TIMES WHEN SIDEWALK IS CLOSED. FLAGGERS MAY DO OTHER WORK BUT MUST STAY IN THE VICINITY OF THE SIDEWALK CLOSURE TO PROVIDE ASSISTANCE.

11. A 4' MINIMUM CLEAR PEDESTRIAN PATH SHALL BE MAINTAINED ON ALL SIDEWALKS WHERE TEMPORARY TRAFFIC SIGNS AND DEVICES ARE DEPLOYED. IF TEMPORARY POSTS OR STANDS ARE USED, A MINIMUM 7' VERTICAL CLEARANCE FROM SIDEWALK TO BOTTOM OF SIGN IS REQUIRED. IF TEMPORARY POSTS ARE ATTACHED/EMBEDDED IN THE SIDEWALK, THEN AT THE COMPLETION OF THE WORK, THE POST AND BASE SHALL BE COMPLETELY REMOVED AND SIDEWALK REPAIRED PER CITY STANDARD. THE BASE OF TEMPORARY SIGN STANDS AND BARRICADES SHALL NOT ENCROACH ON THE 4' MINIMUM CLEAR PEDESTRIAN PATH.

12. ALL TRAFFIC LANES SHALL HAVE A MINIMUM OF 5' CLEARANCE FROM OPEN EXCAVATIONS AND A MINIMUM 2' FROM VERTICAL OBSTRUCTIONS. OPEN TRENCHES WITH LESS THAN 5' CLEARANCE SHALL BE PROTECTED BY K-RAIL BARRIERS/TEMPORARY CRASH CUSHIONS INSTALLED PER CALTRANS OR AASHTO STANDARDS.

13. NOTIFY ALL AFFECTED BUSINESSES AND RESIDENTS 2 WEEKS PRIOR TO CONSTRUCTION. ACCESS TO ALL DRIVEWAYS SHALL BE MAINTAINED DURING CONSTRUCTION UNLESS SHOWN OTHERWISE HEREIN. PROVIDE FLAGGERS FOR DRIVEWAY ACCESS AS NEEDED.

14. PRIOR TO CLOSING ACCESS TO ANY BUSINESS OR RESIDENCE, OBTAIN OWNER OR TENANT'S PERMISSION, AND PROVIDE EVIDENCE OF PERMISSION TO THE CITY. COORDINATE ALL DRIVEWAY CLOSURES WITH THE OWNER OR TENANT A MINIMUM OF 48 HOURS IN ADVANCE OF CLOSURE.

15. TRAFFIC SIGNALS SHALL REMAIN FULLY OPERATION AT ALL TIMES. CONFLICTING TRAFFIC SIGNAL INDICATIONS SHALL BE COVERED AND SIGNAL OPERATION DURING EACH CONSTRUCTION PHASE SHALL BE COORDINATED WITH AND APPROVED BY THE APPROPRIATE JURISDICTION WELL IN ADVANCE OF NEED.

16. TRENCH EXCAVATIONS WITHIN THE SIDEWALK AND ROADWAY SHALL BE COVERED WITH STEEL PLATES AND SIGNED WITH STEEL PLATE AHEAD (W8-24), AND UNEVEN LANES (W8-11) OR UNEVEN PAVEMENT (C46 OR C46P) AS APPLICABLE. PAVEMENT DISTIRBANCES OF 1" OR GREATER SHALL BE TAPERED A MINIMUM OF 10:1 (HORIZONTAL: VERTICAL) WITHIN THE TRAVELED WAY AND 4:1 WITHIN SHOULDER AREAS.

17. SIGNS WARNING OF FUTURE NO PARKING/NO STOPPING SHALL BE POSTED 72 HOURS PRIOR TO STARTING WORK.

18. CONTRACTOR SHALL NOTIFY ALL AFFECTED TRANSIT SERVICES AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION.

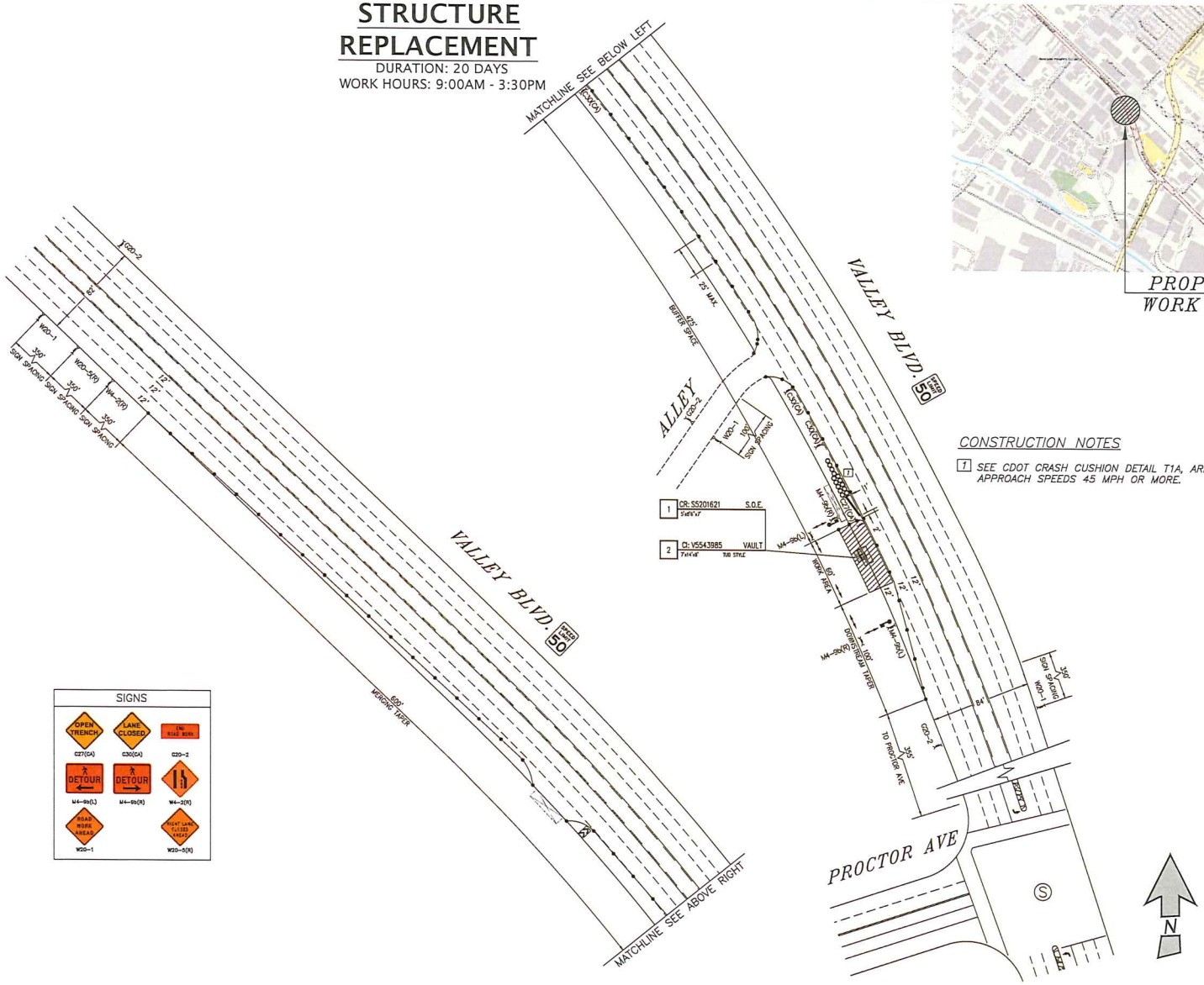
19. CONTRACTOR SHALL REPLACE/REPAIR ALL DAMAGED STRIPING AT THE END OF CONSTRUCTION AND AS NEEDED AT THE END OF EACH WORKING DAY.

20. IMPLEMENT TEMPORARY STRIPING/MARKINGS AS SHOWN ON PLANS (1 COAT PAINT) AND REMOVE ALL EXISTING CONFLICTING STRIPING/MARKINGS. DOCUMENT CONFLICTING EXISTING STRIPING/MARKINGS PRIOR TO REMOVAL, INCLUDING TYPE, LOCATION, AND WHETHER THE STRIPING/MARKING TO BE REMOVED IS PAINT OR THERMOPLASTIC.

21. ALL TEMPORARY TRAFFIC STRIPING/MARKINGS SHALL BE COMPLETELY REMOVED FOLLOWING COMPLETION OF WORK, OR WHEN NO LONGER APPLICABLE. INSTALL FINAL STRIPING PAINT (2 COATS) OR THERMOPLASTIC TO MATCH EXISTING CONDITIONS AS DOCUMENTED, INCLUDING NEW RAISED PAVEMENT MARKERS AS APPLICABLE. FOLLOW CALTRANS STANDARDS AND SPECIFICATIONS FOR FINAL STRIPING/MARKINGS.

22. REMOVAL OF EXISTING AND TEMPORARY STRIPING/MARKINGS SHALL BE DONE BY WATERBLASTING METHOD, AND ALL RAISED PAVEMENT MARKERS PRIED OFF (AS APPLICABLE).

23. FOLLOWING COMPLETION OF THE WORK, REFRESH ALL EXISTING STRIPING/MARKINGS TO REMAIN FOR THE LENGTH OF THE OVERALL WORK AREA.



DIGALERT 811

LEGEND

WORK AREA
BARRICADE TYPE 3 WITH SIGN
42" REFLECTIVE TUBULAR MARKERS
ARROW BOARD
DRIVEWAY
EXISTING RAISED MEDIAN
FLAGGER

REGISTERED PROFESSIONAL ENGINEER STEVEN D. LEVISEE NO. 45926 EXP. 12-31-20 CIVIL STATE OF CALIFORNIA

Steven D. Levisee
RCE 45926
Date 10/2/19

TC REF. W.O. MAP SHEET 2 OF 2

HELIX WEISSHER
1645 Brown St. Riverside, CA 92509
Contact: Josh Estrada
Office (951) 826-8800 ext.275

REV	DATE	DESCRIPTION	BY
	07/19	TCP	JAC
1	08/19	REVISION	JAC
2	10/19	REVISION	JAC

JOB NO. TCT26HW1005103

TRAFFIC CONTROL PLANS

VALLEY BLVD.
TURNBULL CANYON RD. TO PROCTOR AVE

CITY OF INDUSTRY

SCALE: 1" = 40'

SHEET 1 OF 1

DWG NO. TD1276051

CITY COUNCIL

ITEM NO. 6.1

CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

DATE: October 24, 2019

SUBJECT: Consideration of a donation of $25,000.00 to the Land of the Free Foundation for its Veterans Day Golf Classic Fundraiser, on November 11, 2019

Background:

The Land of the Free Foundation ("Foundation") was established to recognize the men and women of our armed forces and their families who work and sacrifice every day to ensure that we will always live in the "Land of the Free". The founders of the Foundation are Ed Roski, Kent Valley and John Semcken III.

The Foundation is committed to celebrating the men and women of the United States Armed Forces. The Foundation supports programs that help our armed services personnel and their families, and works to ensure that the commitment of our nation's heroes will never be taken for granted, and that all Americans recognize the great sacrifices of our armed services personnel and their families.

The Foundation partners with the Pacific Palms Resort and Conference Center and the Industry Hills Golf Club to host an annual golf tournament on Veterans Day. This is the main fundraising event for the foundation.

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2019-52, approving a donation in the amount of $25,000.00 to the Foundation for the Land of the Free Veterans Day Golf Classic.

Exhibits:

A.. Land of the Free Flyer

B. Resolution No. CC 2019-52

TH/TH

EDWARD P. ROSKI, JR., KENT R. VALLEY & JOHN H. SEMCKEN, III

Cordially Invite You to a Unique Opportunity to Support Our Troops at the

LAND OF THE FREE VETERANS DAY GOLF CLASSIC

PACIFIC PALMS RESORT ★ MONDAY, NOVEMBER 11TH

SPONSORSHIP OPPORTUNITIES

4 STAR SPONSOR: $50,000

- Two foursome entries (8 players) including breakfast, lunch, cocktails & dinner
- Invitation to the Founders Reception the night before the golf tournament
- Tee Sponsorship
- Two seats at the speakers table for the awards dinner
- Company name on website and recognition at the dinner

3 STAR SPONSOR: $25,000

- One foursome entry (4 players plus 4 extra dinner guests) including breakfast, lunch, cocktails & dinner
- Invitation to the Founders Reception the night before the golf tournament
- Tee Sponsorship
- Company name on website and recognition at the dinner

2 STAR SPONSOR: $12,500

- One foursome entry (4 players) including breakfast, lunch, cocktails & dinner
- Tee Sponsorship
- Company name on website and recognition at the dinner

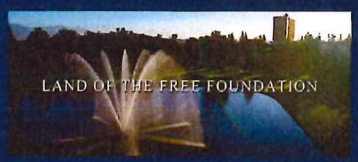
SINGLE PLAYER ENTRY: $3,500

- Single player including breakfast, lunch, cocktails & dinner

SPONSOR A VET: $1,500

SCHEDULE OF EVENTS

8:00 am - 10:00 am	Breakfast, Registration and Putting Contest
9:45 am	Veterans Day Tribute
10:00 am	Call to the Tee
11:30 am - 1:30 pm	On Course Lunch
4:00 pm	Cocktail Reception
5:00 pm	Dinner & Awards Reception
6:00 pm	Keynote Address



VIEW THE VIDEO OF OUR MAIN FUNDRAISING EVENT:
www.LandoftheFreeFoundation.org/golf.html

The Mission of the LAND OF THE FREE FOUNDATION

The Land of the Free Foundation is committed to celebrating the men and women of the Armed Forces of the United States, past, present and future. The Foundation will support programs that help our armed service personnel and their families and will ensure that the commitment of our nation's heroes will never be taken for granted and that all Americans recognize, because of the sacrifices of our armed services personnel, we will always live in the Land of the Free. **www.LandoftheFreeFoundation.org**

RESOLUTION NO. CC 2019-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE LAND OF THE FREE FOUNDATION IN THE AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) FOR THE VETERANS DAY GOLF CLASSIC FUNDRAISER

RECITALS

WHEREAS, the Land of the Free Foundation ("Foundation") was formed to recognize the men and the women of the armed forces and their families who work and serve every day to ensure that we will always live in the "Land of the Free"; and

WHEREAS, annually, the Foundation partners with Pacific Palms Resort and Conference Center, and the Industry Hills Golf Club, to host a Veterans Day golf tournament to raise funds for the Foundation; and

WHEREAS, the Foundation requested a donation from the City to support its programs; and

WHEREAS, the City's donation serves a public purpose in that the proceeds are used by the Foundation for its various programs for our nation's veterans including career development; rehabilitation programs focusing on physical health, psychological wellness and community engagement; youth programs; and educational support and assistance; and

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

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

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

SECTION 2: The City's donation serves a public purpose in that the proceeds are used by the Foundation for its various programs for our nation's veterans including career development; rehabilitation programs focusing on physical health, psychological wellness and community engagement; youth programs; and educational support and assistance.

SECTION 3: The City Council hereby approves the donation of Twenty Five Thousand Dollars ($25,000.00) to the Foundation for its Veterans Day Golf Classic Fundraiser.

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on October 24, 2019, by the following vote:

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

_____
Cory C. Moss, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 6.2

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, City Engineer JN

DATE: October 24, 2019

SUBJECT: Consideration of:

(a) Resolution No. CC 2019-53 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REQUESTING DISSOLUTION OF COUNTY LIGHTING MAINTENANCE DISTRICT 10049

(b) JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA AND THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE DISSOLUTION OF COUNTY LIGHTING MAINTENANCE DISTRICT 10049

Background:

The County of Los Angeles ("County") currently provides streetlight maintenance for the City to streetlights located within the County Lighting Maintenance District ("CLMD"). The County currently collects a portion of property taxes from properties adjacent to the streetlights to fund the CLMD maintenance costs of those streetlights. Additionally, any City improvement projects that involve streetlights located within the CLMD, require County approval and coordination prior to any work with the streetlight owner, typically Southern California Edison. This typically incurs delays due to the coordination efforts.

Discussion:

In order for the City move out of the CLMD and to potentially pursue the purchase of the streetlights located within the City's boundaries, a dissolution of the CLMD 10049 is needed. Additionally, a joint resolution with the Board of Supervisors of the County of Los Angeles will approve and accept the negotiated exchange of property tax revenue resulting from the dissolution of the CLMD. This states that the City will assume responsibility for streetlighting maintenance costs and services located within the CLMD 10049 area. Further, the County annual tax increment will be transferred to their general fund from the CLMD share, and the City will receive any remaining property tax revenue

after the effective date of dissolution of the CLMD. The dissolution, once approved by the State, will go into effect July 1, 2021.

Fiscal Impact:

With the dissolution of CLMD 10049, the City will have to pay SCE their annual maintenance costs for CLMD 10049 streetlight system which costs approximately $50,000.00 annually. Payment to SCE for maintenance costs would terminate upon City purchasing the streetlights. The approximate annual valorem property tax revenue of $15,000.00 will be redistributed to taxing entities including the City after the Dissolution.

Recommendation:

Staff recommends that the City Council adopt:

(a) The resolution requesting dissolution of the County Lighting Maintenance District 10049; and

(b) The resolution with the Board of Supervisors of the County of Los Angeles approving and accepting the negotiated property tax revenue resulting from the Dissolution of County Lighting Maintenance District 10049.

Exhibits:

A. Resolution No. CC 2019-53

B. Joint Resolution with the Board of Supervisors of the County of Los Angeles

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TH/JN:jf

EXHIBIT A

Resolution No. CC 2019-53

[Attached]

RESOLUTION NO. CC 2019-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REQUESTING DISSOLUTION OF COUNTY LIGHTING MAINTENANCE DISTRICT 10049

WHEREAS, in or about 1960, Los Angeles County formed County Lighting Maintenance District 10049 ("CLMD 10049") pursuant to the Improvement Act of 1911, as set forth in California Streets and Highways Code Sections 5000 *et seq.*; and

WHEREAS, CLMD 10049 is contained entirely within the boundaries of the City of Industry; and

WHEREAS, Section 5851 of the California Streets and Highways Code 1911 provides that if all the territory of a district is included within one city, the district shall continue in existence for all purposes until a copy of a resolution adopted by the city requesting dissolution is filed with the Board of Supervisors of the County of Los Angeles whereupon the district shall be dissolved; and

WHEREAS, in order for the City to move forward with the purchase of all of the streetlights located within the City, it is necessary for the City to dissolve CLMD 10049.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

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

Section 2. The City Council requests the Board of Supervisors of the County of Los Angeles to order the dissolution of CLMD 10049 pursuant to Section 5851 of the California Streets and Highways Code.

Section 3. The City Council authorizes the City Manager to execute and deliver any and all documents and agreements necessary for carrying out the dissolution of CLMD 10049.

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

Section 5. The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on August 22, 2019 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Cory Moss, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

EXHIBIT B

Joint Resolution with the Board of Supervisors of the County of Los Angeles

[Attached]

BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES
JOINT RESOLUTION BETWEEN LOS ANGELES COUNTY AND THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE DISSOLUTION OF COUNTY LIGHTING MAINTENANCE DISTRICT 10049

WHEREAS, pursuant to Section 99 of the California Streets and Highways Code, prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service areas or service responsibilities would be altered by such change must determine the amount of property tax revenue to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution, but if the affected agency is a special district, the Board of Supervisors must negotiate on behalf of the district; and

WHEREAS, County Lighting Maintenance District 10049 (CLMD 10049) is contained entirely within the boundaries of the City of Industry; and

WHEREAS, the City of Industry adopted Resolution No. CC 2019-53, requesting the Board of Supervisors to dissolve CLMD 10049; and

WHEREAS, after a public hearing, the Board of Supervisors of the County of Los Angeles adopted a Resolution Ordering the Dissolution of County Lighting Maintenance District 10049 concurrently with its adoption of this resolution, effective July 1, 2021.

WHEREAS, the Board of Supervisors of the County of Los Angeles and the City Council of the City of Industry have determined that the amount of property tax revenue to be exchanged as a result of the dissolution of CLMD 10049 is as set forth below.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY AND THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DO HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

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

2. The City Council of the City of Industry agrees that the City of Industry will bear the full responsibility for street lighting and lighting maintenance services for those streetlights located within CLMD 10049 upon its dissolution.

3. The negotiated exchange of property tax revenue between the Los Angeles County and the City of Industry, resulting from the dissolution of CLMD 10049 is approved and accepted.

4. For the fiscal year commencing in the year after the filing of the statement of boundary change with the California State Board of Equalization pursuant to Government Code Sections 54902 and 57204, annual property tax increment attributable to CLMD 10049 shall be transferred to the County General Fund, and CLMD 10049's share shall be reduced to zero.

5. Any residual property tax revenue remaining after the effective date of dissolution attributable to CLMD 10049 shall be transferred to the City of Industry.

6. No additional transfer of property tax revenues shall be made to or from any other taxing agency as a result of this dissolution.

7. The Chief Executive Officer of the Board of Supervisors is hereby ordered and directed to file a certified copy of this Joint Resolution with the County Auditor-Controller.

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

9. The City Clerk of the City of Industry, and the Clerk of the Board of Supervisors shall certify to the adoption of this Resolution for each of their respective legislative bodies, and the same shall be in full force and effect.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2019, by the following vote:

I, _____, City Clerk of the City of Industry, do hereby certify that the forgoing resolution was duly adopted by the City Council of the City of Industry at a regular meeting thereof, held on the ____ day of _____ 20__, by the following vote of Council:

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

_____
Cory Moss, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

The foregoing Joint Resolution No. _____ was adopted on the ____day of _____, 20__, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY COUNCIL

ITEM NO. 6.3

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Nathalie Vazquez, Consultant Assistant Planner II NV
Dina Lomeli, Consultant Associate Planner D.L.

DATE: October 24, 2019

SUBJECT: Consideration of Development Plan 19-6, for the construction of a new two-story office building that will have a 16,032 square-foot building footprint with a total floor area of 32,064 square-feet, on an 88,887 square-foot lot located at 13101 Crossroads Parkway South

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Proposal:

Jim Robertson, representing Commerce Construction Co. ("Applicant"), is requesting approval of Development Plan No. 19-6 ("DP 19-06") for the construction of a two-story office building that will have a total floor area of 32,064 square-feet (16,032 square-foot per floor) with a 16,032 square-foot building footprint on an existing 2.037 acre lot (88,887 square-feet located at 13101 Crossroads Parkway South ("Property"). The proposed project will also include various site improvements, such as landscaping. The Applicant's request complies with the City's development guidelines contained within Title 17 of the City's Municipal Code ("Code").

Project Background

The 2.037 acre Property is part of a larger 2.769 acre commercial center known as "Crossroads Retail Court" with an existing 11,016 square-feet of existing commercial tenant spaces. Current tenants include Subway, Waba Grill, Tepeyac Mexican restaurant and a Carl's Jr. fast-food restaurant.

According to City records, the Property was previously occupied by a 13,237 square-foot full-service restaurant known as Camacho's Restaurant and Nightclub. Los Angeles County Building permit records show that the building was demolished on January 7, 2011 and has remained vacant since.

Location and Surroundings:

As shown on the location map (Exhibit A), the project site is located within an irregular shape lot northeast of Crossroads Parkway South and south of the State Route 60 highway ("SR 60"). The Property is surrounded by industrial and commercial office uses to the west, commercial uses to the east, and landscaped land to the south.

Staff Analysis:

Staff has determined that the proposed development project is consistent with the Zoning ("C" – Commercial Zone) and General Plan (Commercial) designations of the Property, and complies with the development and design standards found in Section 17.36, Design Review, of the Industry Municipal Code. Specifically, the project is in compliance with all applicable development standards including: parking, landscaping, building height, lot coverage and setbacks.

Property
The Property sits on a developed parcel (APN: 8125-059-024) that is 2.037 acres (88,867 square-feet) in size with 187.27 foot parcel frontage off Crossroads Parkway South. The Property itself is part of a shared commercial center known as "Crossroads Retail Court" (Exhibit C) which contains 4 individual parcels with an existing 7,500 square-foot multitenant building, and an existing 3,513 square-foot Carl's Jr. fast-food restaurant. According to a recent title report provided by the Applicant, the property has shared access, parking, and utility agreements.

Access
The Property is served by multiple street access adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. The Property has shared access agreement, and is therefore is accessible from Crossroads Parkway via three existing drive aisles entrances.

Compatibility
The proposed construction of a new two-story office building is compatible with the surrounding properties and uses. The Property is located in an urbanized commercial area with similar commercial uses such as restaurants and offices just west of the Property. As illustrated in the elevations (Exhibit E) the design of the proposed two-story building will feature contemporary architectural elements that will include, a smooth stucco finish, a clear aluminum canopy to the building's main entrances, decorative coronado stone, and a decorative cornice to accent the roof. The design is similar to the existing buildings within the "Crossroads Retail Court" center.

Landscaping
Section 17.36.060.Q. of the City's Code requires that a minimum of 12 percent of the site be devoted to landscaping. The applicant is meeting this requirement by proposing 17,768 square-feet (19.31%) of landscaping thus bringing the Property in compliance as required by the Code.

Parking
As mentioned, the "Crossroads Retail Court" center has an existing shared parking agreement therefore parking will need to be met for all current and future tenant spaces. Section 17.12.50.K. of the Code, parking for the existing 11,016 square-feet commercial buildings and the new 32,064 square-foot two-store office requires one space plus one space per 250 square feet of floor area. Based on this formula, a total of 172 parking spaces are required. The applicant is meeting this requirement by providing a total of 172 parking spaces on this site.

Environmental Analysis:

The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15332 (Class 32 In-Fill Development Projects (a) through (e)) of the CEQA Guidelines for the following reasons: (1) the commercial use is consistent with the General Plan designation and all applicable General Plan policies, as well as with applicable zoning designation and regulations; (2) the proposed construction of a new two-story office building is located on a 2.037 acre lot and is part of a 2.769 acre commercial center within City limits making the project site of no more than five acres and is substantially surrounded by urban uses; (3) the Property is located within a fully developed commercial center with an existing 7,500 square-foot multitenant commercial building and an existing 3,516 square-foot Carl's Jr. fast-food restaurant. The site was previously developed as a 13,237 square-foot Mexican restaurant and nightclub where the proposed two-story office will be located; therefore, the land has already been disturbed and has no value of endangered habitat, rare, or threatened species; (4) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality because the proposed two-story building is already within a developed commercial center and will take the place of a an area that formally operated as a 13,237 square-foot Mexican restaurant and nightclub, and is in an area in the City designated commercial. The noise, air quality, and water quality will not be impacted since the property is located in a fully functional commercial area that is developed with existing restaurants, offices, and retail uses. The proposed development project will be required to comply with the City's Water Quality Standards found in the City's General Plan and Municipal Code, and no impacts to air quality or noise are anticipated because the Property is located south of the SR 60 freeway; therefore, the impacts to noise and air quality will not be more significant than what the freeway currently produces. Conditions of approval will be attached to DP No. 19-06 under Resolution No. CC 2019-49 requiring that the Applicant, property owner, and business owners comply with Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390) as well as the goals and policies for air quality found in the City's General Plan. The Applicant provided a traffic letter (Exhibit E) which determined that the Project will have no impacts to traffic since the letter concluded that the proposed two-story office will have 560 fewer daily trips (101 fewer AM peak hour trips and 53 fewer PM peak hour trips) then the previous full-service restaurant use; therefore, no impact to traffic are anticipated the proposed development, and the City traffic engineer concluded that no further traffic analysis is required for the proposed development project; (5) finally, the Project and Property will be adequately served by the existing utilities and public services that currently serve the commercial center. The Notice of Exemption (Exhibit F) will be posted at the Los Angeles County Clerk's Office after approval by the City Council.

Fiscal Impact:

Development Plan 19-6 will have a positive impact on property tax revenues, increase sales tax and contribute to the City's professional environment.

Recommendation:

The proposed development project complies with the use standards of the Municipal Code and satisfies the findings noted in the Resolution, Staff recommends that the City

Council adopt Resolution No. CC 2019-49 (Exhibit G) approving Development Plan 19-6 the conditions of approval, and Notice of Exemption regarding same.

Exhibits:

A. Location Map - DP 19-6
B. Site Plan – DP 19-6
C. Floor Plan - DP 19-6
D. Elevations – DP 19-6
E. Traffic Letter – DP 19-6
F. Notice of Exemption DP 19-6
G. Resolution No. PC 2019-49 recommending City Council approval of Development Plan No. 19-6 with findings of approval, Standard Requirements and Conditions of Approval.

EXHIBIT A

Location Map – Development Plan 19-6

[Attached]

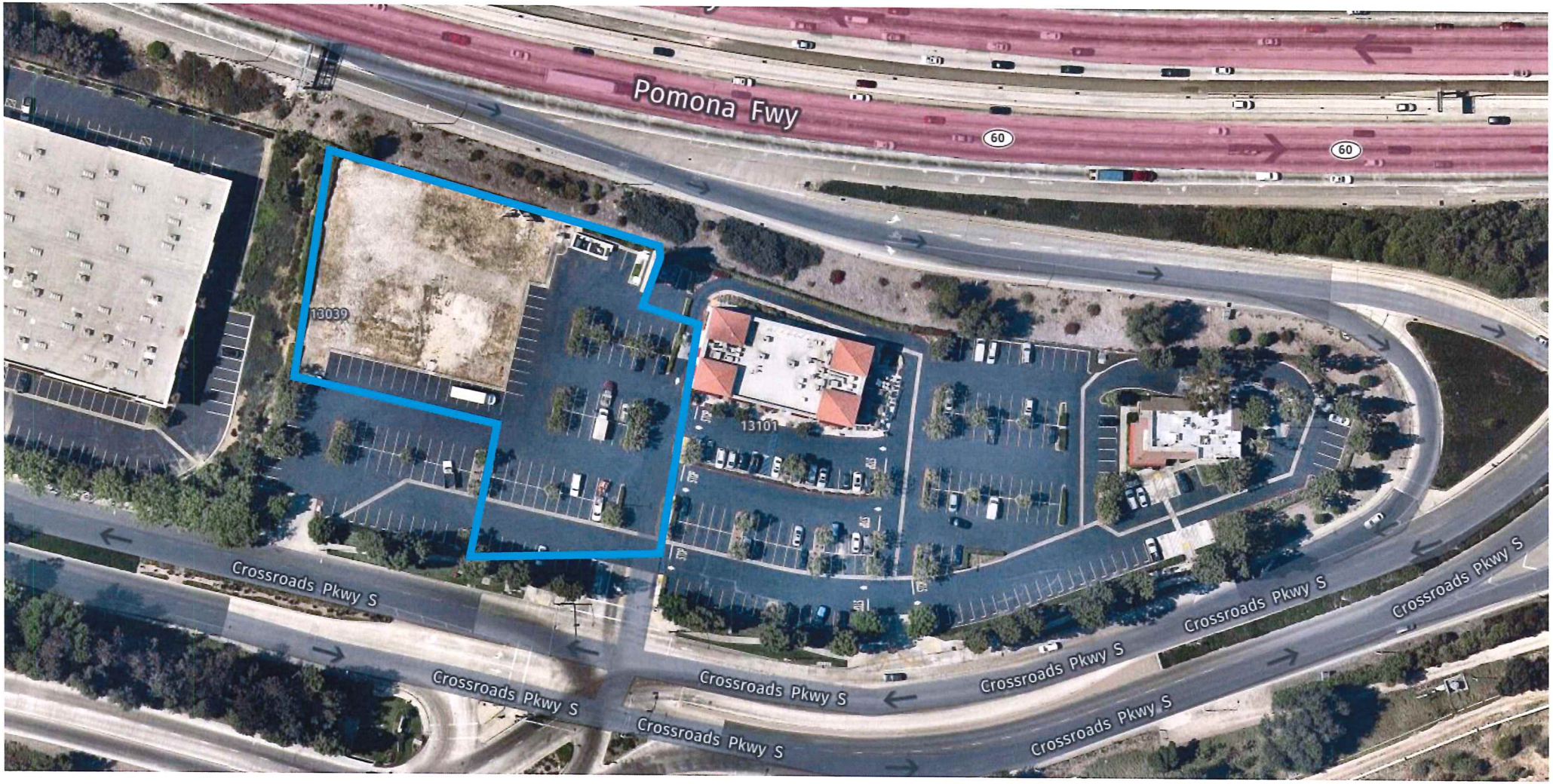
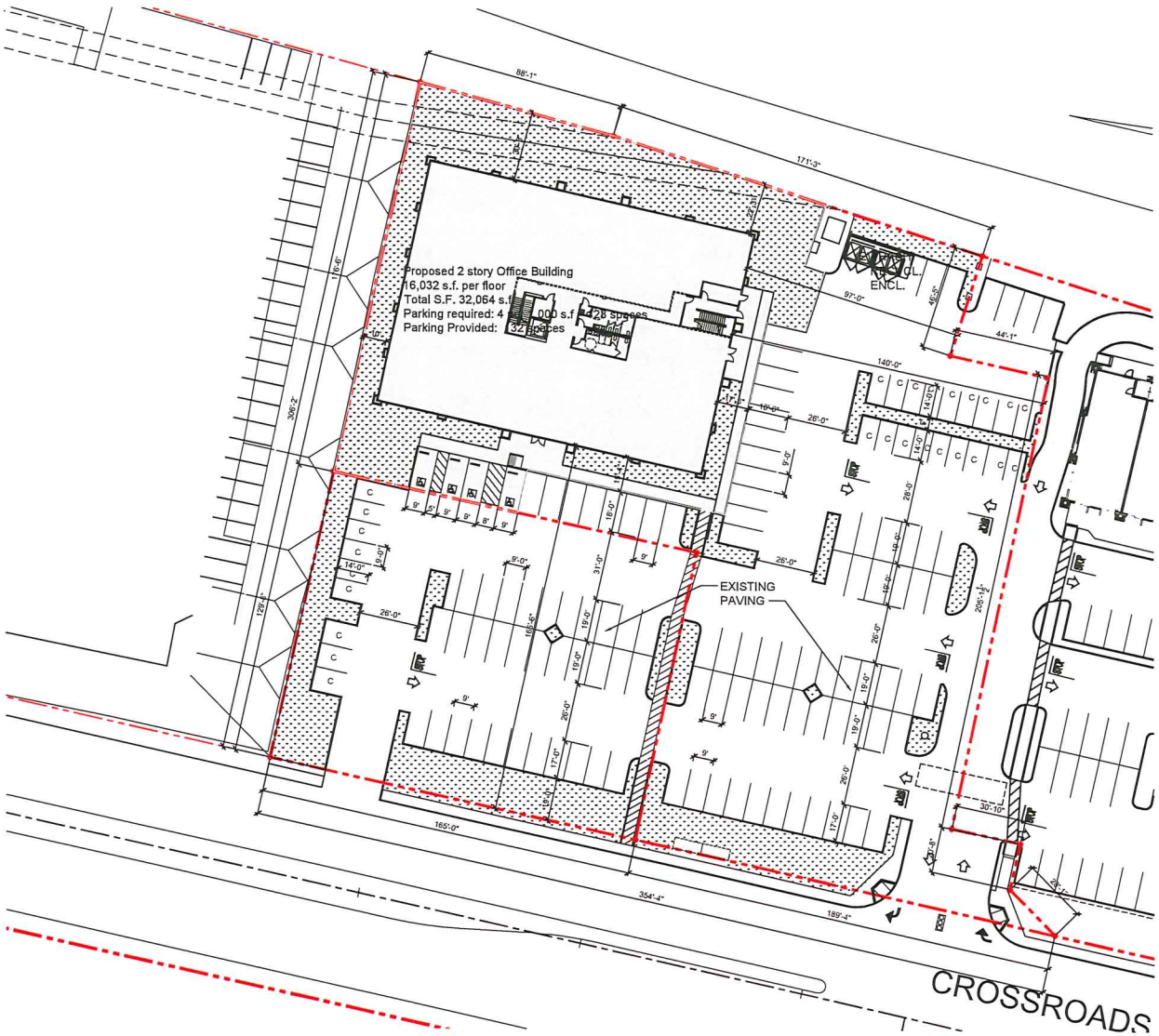

Pomona Fwy
60
60
13039
13101
Crossroads Pkwy S
Crossroads Pkwy S
Crossroads Pkwy S
Crossroads Pkwy S
Crossroads Pkwy S
Crossroads Pkwy S
Crossroads Pkwy S

EXHIBIT B

Site Plan – Development Plan 19-6

[Attached]



PROPOSED OFFICE BUILDING

SITE AREA = ... 2,037 Ac (88,867 S.F.)
PROPOSED BUILDING AREA = ... 32,064 S.F. (16,032 PER FLOOR)
SITE COVERAGE = ... 18.24 %

AS-BUILT LANDSCAPE DATA:

LANDSCAPE REQUIRED = ... 11% (9,775 S.F.)
LANDSCAPE PROVIDED = ... 19.31% (17,768S.F.)

AS-BUILT PARKING DATA:

PARKING REQUIRED = ... 120 SPACES*
(4 SPACES PER 1,000 S.F.)
PARKING PROVIDED = ... 124 SPACES:
104 STANDARD 9'x18'
20 COMPACT 8'x16'

*ELEVATOR SHAFT AND EXIT STAIR AREAS (2,030 S.F.) HAVE BEEN REMOVED FROM THE BUILDING AREA FOR REQUIRED PARKING CALCULATION

LEGEND:

NEW AREA OF WORK

EXISTING LANDSCAPING

NEW LANDSCAPING

EXHIBIT 11
SITE PLAN | A | SCALE: 1"=30'

COMMERCE CONSTRUCTION CO., L.P.
13191 Crossroads Parkway North
Suite 200
City of Industry, California 91746-3497
Telephone (562) 699-0153
License No. 723302

REVISIONS	BY	DATE
1		
2		
3		
4		
5		
6		
7		

REVISIONS	BY	DATE
1		
2		
3		
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5		
6		
7		

SITE PLAN
PROPOSED NEW 2 STORY OFFICE BUIDLING
13101 CROSSROADS PARKWAY SOUTH
INDUSTRY, CA 91746

Drawing Plot Bar
0" 1"
Use this plot bar to confirm drawing scale. If the distance between the 0" and 1" marks is not equal, the plot scale is not 1:1. If the plot scale is 1:2, 1 inch long the plot is equal to 2 inches in drawing the plot.

DRAWN BY DATE
JT 4/25/19

CCC JOB NO.
13151

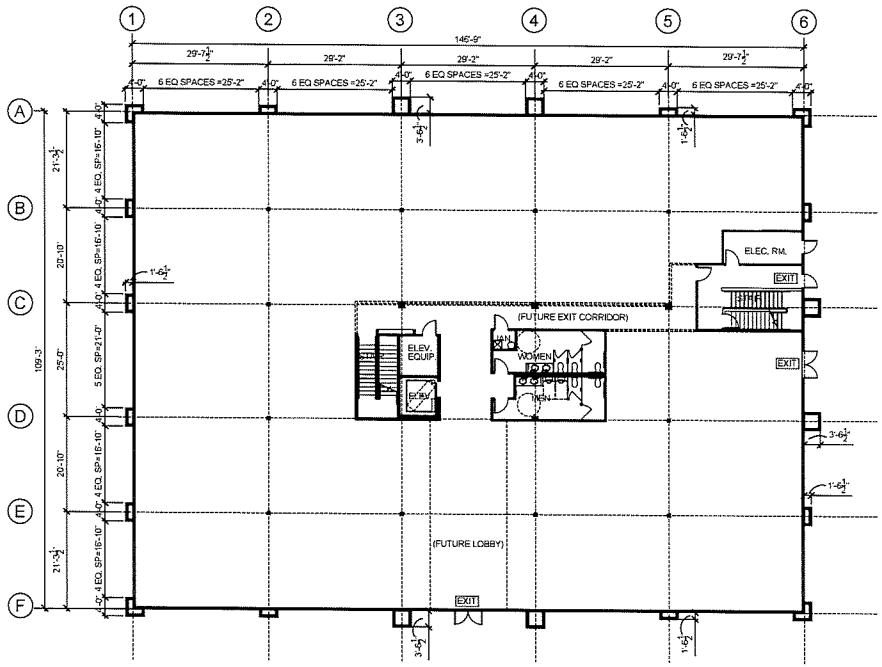
SHEET NO.
MS1

M:\Architects\13151 Crossroads Pkwy South Office Bldg\13151.dwg

EXHIBIT C

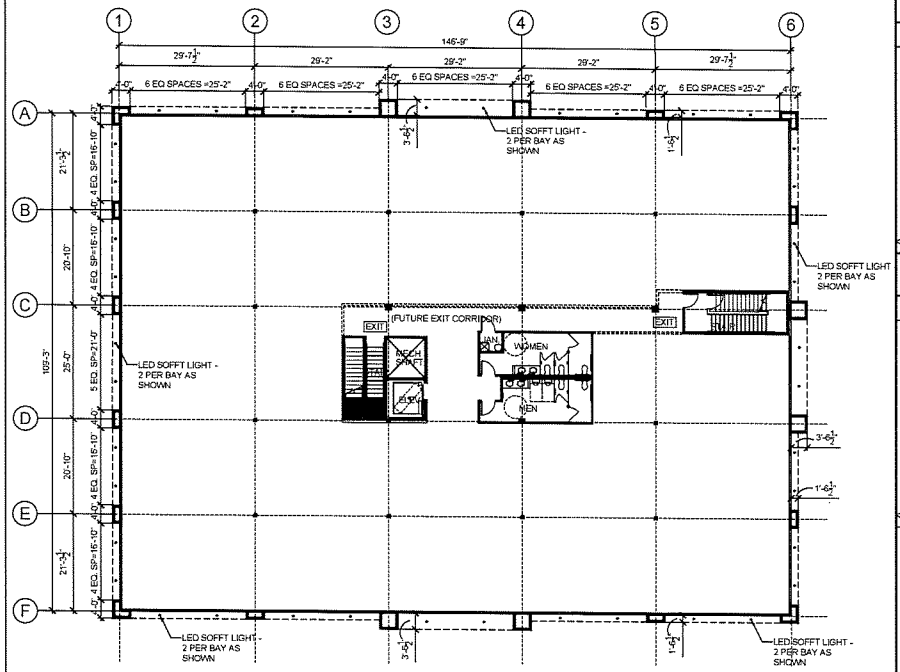
Floor Plan – Development Plan 19-6

[Attached]



FIRST FLOOR PLAN 16,032 S.F.

SCALE 3/32" = 1'-0"



SECOND FLOOR PLAN 16,032 S.F.

SCALE 3/32" = 1'-0"

EXHIBIT 11

FLOOR PLAN - 1ST AND 2ND FLOORS | A | SCALE 3/32" = 1'-0"

REVISIONS	BY	DATE

REVISIONS	BY	DATE

COMMERCE CONSTRUCTION CO., L.P.
13191 Crossroads Parkway North
Suite 350
City of Industry, California 91746-3497
Telephone (562) 699-0453
License No. 723302

FLOOR PLAN

PROPOSED NEW 2 STORY OFFICE BUIDLING
13101 CROSSROADS PARKWAY SOUTH
INDUSTRY, CA 91746

Drawing Plot Bar

DRAWN BY JT | DATE 4/25/19

CCC JOB NO. 13151

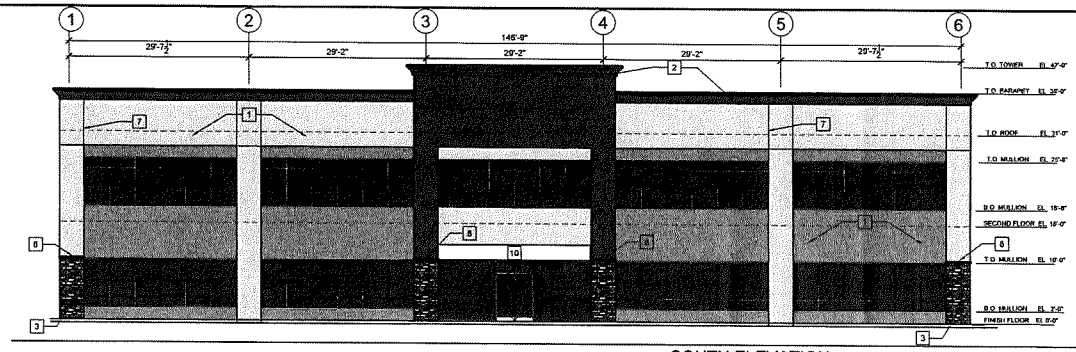
SHEET NO. A1

K:\Architect\13151 Crossroads Pkwy South Office Bldg\13151.dwg

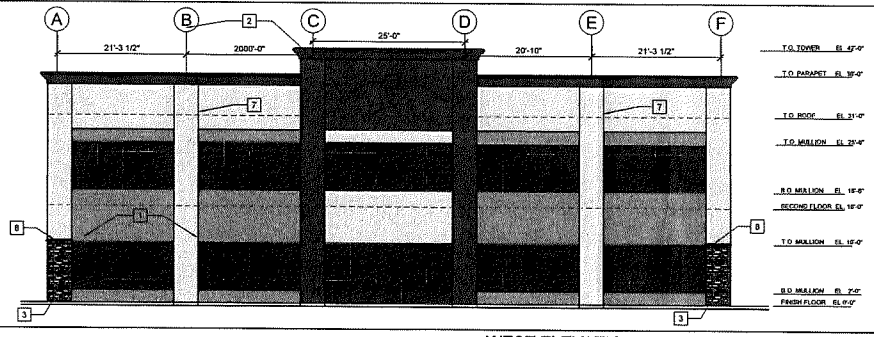
Exhibit D

Elevations - Development Plan 19-6

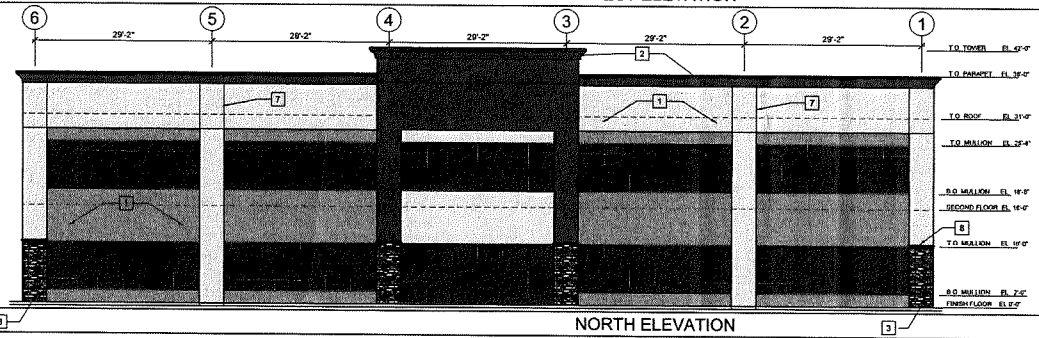
[Attached]



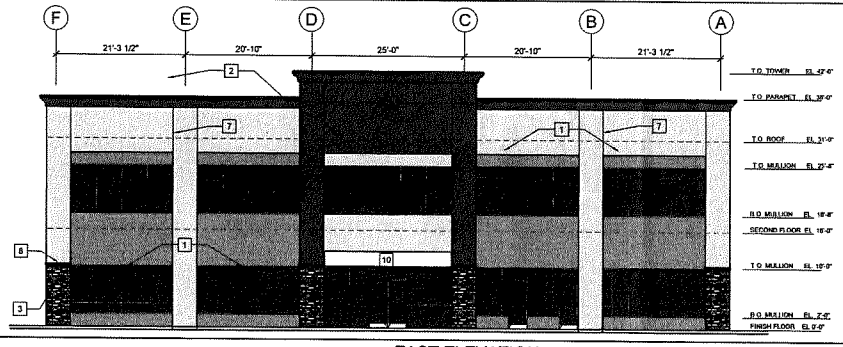
SOUTH ELEVATION | A | SCALE: 1/8"= 1'-0"



WEST ELEVATION | B | SCALE: 1/8"= 1'-0"



NORTH ELEVATION | C | SCALE: 1/8"= 1'-0"



EAST ELEVATION | D | SCALE: 1/8"= 1'-0"

KEYNOTES

1. PAINTED WOOD FRAMED WALL WITH STUCCO FINISH
2. FORMED CORNICE MOLDING PAINTED P-3
3. CORONADO STONE "HONEY LEDGE" SERIES, COLOR: FOUR RIVERS
4. PAIR 3'-0"W x 8'-0"H ALUMINUM GLASS MAIN ENTRY DOORS - BLACK ANODIZED FINISH W/1" INSULATING SOLARBAN 60 (3) + GRAYLITE II TEMPERED GLASS BY P.P.G.
5. 3'-0"W x 8'-0"H ALUMINUMGLASS EXIT DOORS - BLACK ANODIZED FINISH W/1" INSULATING SOLARBAN 60 (3) + GRAYLITE II TEMPERED GLASS BY P.P.G.
6. 1" INSULATING SOLARBAN 60 (3) + GRAYLITE II TEMPERED GLASS BY P.P.G. IN BLACK ANODIZED 2" x 6" FRAMES
7. STUCCO CONTROL JOINT
8. CORONADO STONE CAPSTONE
9. 36" PROJECTION TOWER ELEMENT
10. 7'-0" D x FULL BAY WIDTH ENTRY CANOPY CLEAR ALUMINUM FINISH

COLOR LEGEND

P1		SHERWIN-WILLIAMS SW 7517 CHINA DOLL LRV 74
P2		SHERWIN-WILLIAMS SW 7502 DRY DOCK LRV 19
P3		SHERWIN-WILLIAMS SW 7505 MANOR HOUSE LRV 7
S1		CORONADO STONE SERIES: HONEY LEDGE COLOR: FOUR RIVERS

EXHIBIT 12

REVISIONS	BY	DATE

REVISIONS	BY	DATE

COMMERCE CONSTRUCTION CO., LP
13191 Crossroads Parkway North
Suite 350
City of Industry, California 91746-3497
Telephone: (562) 699-0453
License No. 723302

EXTERIOR ELEVATIONS
PROPOSED NEW 2 STORY OFFICE BUIDLING
13101 CROSSROADS PARKWAY SOUTH
INDUSTRY, CA 91746

Drawing Plot Bar
0" 1"

Use the gold line to verify if this has been reduced or enlarged from original. If the gold line is not exactly 1 inch keep the physical size of drawing non-changed.

DRAWN BY: JT
DATE: 6/18/19

CCC JOB NO. 7267

SHEET NO. A2

The Drawings & Specifications contained herein are the property of Commerce Construction Co., L.P. & shall not be used for any purpose other than the specific project for which they were prepared & shall not be used for any other purpose without the written consent of Commerce Construction Co., L.P. Visual contact with these drawings & specifications shall constitute prima facie evidence of the acceptance of these restrictions.

C:\Users\jt\Dropbox\Commerce\Work\Jobs_2018\7267 by 12.dwg

Exhibit E

Traffic Letter - Development Plan 19-6

[Attached]

URBAN CROSSROADS

260 E. Baker St. | Suite 200 | Costa Mesa, CA 92626 | (949) 660-1994
urbanxroads.com

October 9, 2019

Mr. Khai Nguyen
Commerce Construction Co., LP
13191 Crossroads Parkway North, 6th Floor
Industry, CA 91746

SUBJECT: CROSSROADS PARKWAY OFFICE BUILDING TRIP GENERATION EVALUATION

Dear Mr. Khai Nguyen:

The following Trip Generation Evaluation has been prepared for the proposed Crossroads Parkway Office Building development (referred to as "Project") generally located north of Crossroads Parkway South at the SR-60 Freeway in the City of Industry. The purpose of this evaluation is to compare the trip generation of the proposed Project to the previous use to determine if additional analysis is necessary based on the County of Los Angeles' traffic study guidelines.

PROJECT DESCRIPTION

The proposed Project is to consist of the development of a 32,064 square foot two-story office building. The site was previously occupied by a 13,237 square foot restaurant, which has since been demolished. The Project site is located within an existing commercial center, which is currently served by three driveways along Crossroads Parkway South.

PROJECT TRIP GENERATION

Trip generation represents the amount of traffic which is both attracted to and produced by a development. Determining traffic generation for a specific project is therefore based upon forecasting the amount of traffic that is expected to be both attracted to and produced by the specific land uses being proposed for a given development. The trip generation rates used for this assessment are based upon the Institute of Transportation Engineers (ITE) Trip Generation Manual 10th Edition (2017) trip generation rates. The ITE Trip Generation Manual is a nationally recognized source for estimating site-specific trip generation.

PREVIOUS LAND USE

The ITE High-Turnover Sit-Down Restaurant land use (ITE Land Use Code 932) has been utilized for the previous restaurant use. Since the site consisted of restaurant use, pass-by reductions have been applied. These pass-by percentages have been obtained from the ITE Trip Generation Handbook (3rd Edition, 2017) for the High-Turnover Sit-Down Restaurant land use. As shown in Table 1, the previous restaurant use generated a total of 846 daily (two-way) trips with 131 AM peak hour trips and 87 PM peak hour trips.

TABLE 1: TRIP GENERATION SUMMARY FOR PREVIOUS USE

Land Use[1]	Units[2]	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
High-Turnover Sit-Down Restaurant	TSF	932	5.47	4.47	9.94	6.06	3.71	9.77	112.18

Land Use	Quantity	Units[2]	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Restaurant	13.237	TSF	72	59	131	80	49	129	1,486
Pass-By (43% PM/Daily)[3]			*0*	*0*	*0*	*-21*	*-21*	*-42*	*-640*
Total Previous Use			**72**	**59**	**131**	**59**	**28**	**87**	**846**

[1] Trip Generation Source: Institute of Transportation Engineers (ITE), Trip Generation Manual, Tenth Edition (2017).

[2] TSF = Thousand Square Feet

[3] Pass-by Reduction Source: ITE Trip Generation Handbook, Third Edition (2017).

PROPOSED PROJECT LAND USE

The ITE General Office Building land use (ITE Land Use Code 710) has been utilized for the proposed Project. Since employees of the office building may also visit the other existing restaurant uses on-site (such as the Carl's Jr. restaurant) without leaving the site, internal capture reductions have been applied. The internal capture methodology is based on the ITE Trip Generation Handbook and calculated using the National Cooperative Highway Research Program's (NCHRP Report 864) internal trip capture estimation tool. As shown in Table 2, the proposed Project is anticipated to generate 286 daily (two-way) trips with 30 AM peak hour trips and 34 PM peak hour trips.

TABLE 2: TRIP GENERATION SUMMARY FOR PROPOSED PROJECT

Land Use[1]	Units[2]	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
General Office Building	TSF	710	1.00	0.16	1.16	0.18	0.97	1.15	9.74

Land Use	Quantity	Units[2]	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
General Office Building	32.064	TSF	32	5	37	6	31	37	312
Internal Capture[3]			*-4*	*-3*	*-7*	*-2*	*-1*	*-3*	*-26*
Total Proposed Project			**28**	**2**	**30**	**4**	**30**	**34**	**286**

[1] Trip Generation Source: Institute of Transportation Engineers (ITE), Trip Generation Manual, Tenth Edition (2017).

[2] TSF = Thousand Square Feet

[3] Internal capture reductions based on the ITE methodology and is calculated from NCHRP 684 Internal Trip Capture Estimation Tool.

CONCLUSION

As shown in Table 3, the proposed Project is anticipated to generate 560 fewer daily trips, with 101 fewer AM peak hour trips and 53 fewer PM peak hour trips, which results in a reduction to the overall trip generation as compared to the previous restaurant use. Pursuant to the County of Los Angeles' Traffic Impact Analysis Report Guidelines (January 1, 1997), additional traffic analysis is not necessary as the Project is anticipated to generate fewer than 50 net new peak hour trips.

TABLE 3: TRIP GENERATION COMPARISON

	AM Peak Hour			PM Peak Hour			
Land Use	**In**	**Out**	**Total**	**In**	**Out**	**Total**	**Daily**
Total Previous	72	59	131	59	28	87	846
Total Proposed	28	2	30	4	30	34	286
NET DIFFERENCE	**-44**	**-57**	**-101**	**-55**	**2**	**-53**	**-560**

If you have any questions, please contact me directly at (949) 336-5982.

Respectfully submitted,

URBAN CROSSROADS, INC.

Charlene So

Charlene So, PE
Associate Principal

Exhibit F

Notice of Exemption - Development Plan 19-6

[Attached]

NOTICE OF EXEMPTION

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

From: City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

Project Title: Development Plan 19-6

Project Location - Specific: 13101 Crossroads Parkway South

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

Description of Project: Development Plan 19-6 is proposing the construction of a two-story office building that will have a total floor area of 32,064 square-feet (16,032 square-foot per floor) with a 16,032 square-foot building footprint on an existing 2.037 acre lot.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: Jim Robertson, representing Commerce Construction Co.

Exempt Status: *(check one)*

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☑ Categorical Exemption. *State type and section number:* 15332
- ☐ Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15332 (Class 32 In-Fill Development Projects (a) through (e)) of the CEQA Guidelines for the following reasons: (1) the commercial use is consistent with the General Plan designation and all applicable General Plan policies, as well as with applicable zoning designation and regulations; (2) the proposed construction of a new two-story office building is located on a 2.037 acre lot and is part of a 2.769 acre shopping center within City limits making the project site of no more than five acres and is substantially surrounded by urban uses; (3) the Property is located within a fully developed shopping center with an existing 7,500 square-foot multitenant commercial building and an existing 3,516 square-foot Carl's Jr. fast-food restaurant; therefore, the land has already been disturbed and has no value of endangered habitat, rare, or threatened species; (4) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality because the proposed two-story building is already within a developed commercial center and is an area in the City designated with similar commercial and office uses; (5) the Project and Property will be adequately served by the existing utilities and public services that currently serve the shopping center. The Notice of Exemption (Exhibit F) will be posted at the Los Angeles County Clerk's Office after approval by the City Council.

Lead Agency
Contact Person: Nathalie Vazquez Telephone: (626) 333-2211

Signature: _____ Date: 10-24-2019
Title: Contract Assistant Planner II

JN 9336

Exhibit G

Resolution No. CC 2019-49

[Attached]

RESOLUTION NO. CC 2019-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 19-6, FOR THE CONSTRUCTION OF A NEW TWO-STORY OFFICE BUILDING WITH A 16,032 SQUARE-FOOT BUILDING FOOTPRINT, AND A TOTAL FLOOR AREA OF 32,064 SQUARE-FEET ON A 2.037 ACRE (88,887 SQUARE-FOOT) LOT LOCATED AT 13101 CROSSROADS PARKWAY SOUTH, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECITALS

WHEREAS, on August 12, 2019, Jim Robertson, representing Commerce Construction Co. ("Applicant") filed a complete application requesting approval of Development Plan ("DP") No. 19-6 described herein ("Application"); and

WHEREAS, the Application applies to a 2.037 acre property at 13101 Crossroads Parkway South, City of Industry, California, Assessor's Parcel Number 8125-059-024 ("Property"); and

WHEREAS, the Property is part of an existing commercial shopping center with an existing 7,500 square-foot multitenant retail building and an existing 3,516 square-foot building currently used as a fast-food restaurant; and

WHEREAS, the Applicant is proposing to construct a two-story office building that will have a total floor area of 32,064 square-feet (16,032 square-foot per floor), located in the "C" Commercial zone and, in accordance with Section 17.36.020 of the City's Municipal Code ("Code"), a development plan is required for this type of activity; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Commercial. The proposed construction of a new office building is consistent with the General Plan because it focuses on retail and commercial office uses near major intersections and areas of high visibility (LU2-1), and will accommodate for a mixture of commercial uses such as retail, services and professional offices which are allowable uses under the Commercial land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

WHEREAS, an Environmental Assessment form was submitted by the Applicant pursuant to the City's requirements. Based upon independent staff analysis and in accordance with CEQA, this project is exempt per Section 15332 (Class In-Fill Development Projects (a) through (e)). This Class 32 exemption applies to this development because it is an commercial use that is consistent with the General Plan and the City's zoning code, the 2.037 acre lot and when combined with the 2.769 acre

shopping center is less than five acres, the project is within a fully developed area and property therefore does not have endangered habitat or endangered species, there are no significant effects anticipated as a result of this project in relation to traffic, noise or air quality, or water quality because it is located within an urban area that was previously occupied by a full-service restaurant which had a high occupancy rate than that of a two-story office building, and the property is currently served by all required utilities and public services; and

WHEREAS, on October 24, 2019 the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

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

NOW THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Industry as follows:

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

SECTION 2: All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Industry.

SECTION 3: The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15332 (Class 32 In-Fill Development Projects (a) through (e)) of the CEQA Guidelines for the following reasons: (1) the commercial use is consistent with the General Plan designation and all applicable General Plan policies, as well as with applicable zoning designation and regulations; (2) the proposed construction of a new two-story office building is located on a 2.037 acre lot and is part of a 2.769 acre commercial center within City limits making the project site of no more than five acres and is substantially surrounded by urban uses; (3) the Property is located within a fully developed commercial center with an existing 7,500 square-foot multitenant commercial building and an existing 3,516 square-foot Carl's Jr. fast-food restaurant. The site was previously developed as a 13,237 square-foot Mexican restaurant and nightclub where the proposed two-story office will be located; therefore, the land has already been disturbed and has no value of endangered habitat, rare, or threatened species; (4) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality because the proposed two-story building is already within a developed commercial center and will take the place of a an area that formally operated as a 13,237 square-foot Mexican restaurant and nightclub, and is in an area in the City designated commercial. The noise, air quality, and water quality will not be impacted since the property is located in a fully functional commercial area that is developed with existing restaurants, offices, and retail uses. The proposed development project will be required to comply with the City's Water Quality Standards

found in the City's General Plan and Municipal Code, and no impacts to air quality or noise are anticipated because the Property is located south of the SR 60 freeway; therefore, the impacts to noise and air quality will not be more significant than what the freeway currently produces. Conditions of approval will be attached (Attachment 1) requiring that the Applicant, property owner, and business owners comply with Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390) and the goals and policies for air quality found in the City's General Plan. The Applicant provided a traffic letter which determined that the Project will have no impacts to traffic since the letter concluded that the proposed two-story office will have 560 fewer daily trips (101 fewer AM peak hour trips and 53 fewer PM peak hour trips) then the previous full-service restaurant use; therefore, no impact to traffic are anticipated the proposed development, and the City traffic engineer concluded that no further traffic analysis is required for the proposed development project. (5) Finally, the Project and Property will be adequately served by the existing utilities and public services that currently serve the commercial center. Based on these criteria and on staff's analysis, the City Council adopts the Notice of Exemption and directs staff to file the same as required by law.

SECTION 4: Based upon substantial evidence presented to the City Council during the October 24, 2019 public meeting, including public testimony and written and oral staff reports, this City Council finds as follows:

(a) The site is suitable for development in accordance with the development plan because the project is in conformance with the City's General Plan, Zoning Code and all applicable development standards outlined within Section 17.36.060 of the Code. This includes: setbacks, building height, parking and landscape standards.

(b) The total development is arranged to avoid traffic congestion, ensure the public health, safety and general welfare or prevent adverse effects upon neighboring properties because it has been designed to minimize any potential impacts by complying with the City's current Code. The Applicant, existing and potential business owners and tenants, and the property owner are also responsible for complying with the current Los Angeles County Building and Los Angeles County Fire Codes. The project complies with the Citywide driveway and drive aisle requirements to reduce traffic and congestion. Furthermore, the attached conditions of approval set operational and management standards that ensure the businesses will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance.

(c) The proposed building will be in general accord with all elements of the City's Zoning Ordinance because the Project complies with all development standards in regards to building setbacks, building height, parking, access, screening and design.

(d) The development is consistent with the provisions of the general plan or any applicable redevelopment plan. The proposed two-story office building is consistent with the Commercial land use designation set forth in the City's General Plan. These allowable land uses include (and are not limited to) office, retail, and eating establishments. The project is also compatible with surrounding properties and uses because the surrounding area is composed of offices and restaurants. The uses of the surrounding properties may change, but the character will remain commercial in nature and consistent with the general plan and zoning designations of the site. The project also supports several goals and policies of the General Plan by encouraging development and attracting a variety of commercial establishments in order to contribute to the City's economic sustainability and strategic growth.

SECTION 5: Based upon the foregoing findings, the City of Council hereby approves DP No. 19-6, subject to the conditions contained in Attachment 1, attached hereto and incorporated herein by reference.

SECTION 6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 7: The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on October 24, 2019 by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

_____
Cory Moss, Mayor

ATTEST:

_____
Julie Gutierrez-Robles
City Clerk

Attachment 1

Conditions of Approval – Resolution No. CC 2019-49

[Attached]

CITY OF INDUSTRY

Standard Requirements and Conditions of Approval

Application:	**Development Plan 19-06**
Applicant:	**Jim Robertson, Commerce Construction**
Location:	**13101 Crossroads Parkway South**
Use:	**New two-story office building with floor area of 32,064 square-feet.**

Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City.

1. All proposed site improvements must conform to the development plan approved per Development Plan Number 19-06.

2. All fixtures on proposed structure shall be painted to match the color of the structure.

3. The landscape irrigation system shall be designed to accept recycled water from future recycled water lines, which are currently being planned to be located in the area. The irrigation plan, which is submitted to the City for approval per Chapter 13.18 of the Municipal Code, shall be designed and clearly noted to allow the transition from potable water to recycled water when and if recycled water lines are eventually installed in the immediate vicinity.

4. Electronic gates shall be equipped with a Knox electric switch and an alternative energy back-up system, such as a generator or battery, which would allow operation of the security gate(s) during an electrical power outage. Access through the gates shall be provided for both the Los Angeles County Fire and Sheriff Departments. The location of Knox boxes shall be shown on the building plans and approved by both the Fire Department and Sheriff Department.

5. A note shall be added to the building plans stating that the construction contractor shall only use interior and exterior paints with a VOC content of 90 grams per liter (g/L) or less

for the building structures to reduce VOC emissions. Prior to issuance of building permits, the construction contractor shall provide documentation to the satisfaction of the City of Industry Planning Department that verifies use of coatings with a VOC content of 90 g/L or less.

6. The Applicant/Property Owner shall comply with all surface drainage and driveway requirements set forth in Chapter 16.10 of the City's Code.

7. If buried tribal cultural resources are discovered during ground-disturbing activities, work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.

Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City.

1. All development shall comply with the approved Development Plan.

2. The Development Plan approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.

3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.

4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved Development Plan.

5. The Applicant shall provide off-street parking as shown on the approved Development Plan.

6. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. All development shall be completed in substantial compliance with the approved Development Plan.

7. Demolition and construction operations shall be limited to the hours (7:00 am to 7:00 pm) prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).

8. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.

9. The Applicant is required to submit landscape plans and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.

10. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the Property is allowed.

11. All roof mechanical equipment shall be screened from the public right of way.

Engineering

1. The Applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.

2. The Applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up utilities.

3. The owner of the property must comply with the Subdivision Ordinance of the City of Industry.

4. Depending upon the nature of the propose used, the applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer depending on the building use.

5. The Applicant shall construct curb, gutter, pave-out, necessary drainage facilities, and sidewalk along street frontage in accordance with City standards and specifications.

6. The Applicant shall construct storm drains and water quality devices to the satisfaction of the City Engineer prior to the final approval of the development and the hook-up of utilities.

7. Prior to the issuance of building permits for any interior improvements that serve to create separate units within the building, the Applicant shall consult with the City Engineer and demonstrate that each separate unit is equipped with its own sewer line and that the sewer lines join together before the connection to the main sewer line. This will allow for the addition of a clarifier or grease interceptor if required to serve future tenants/uses in the building.

8. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant will provide a Stormwater Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the current National Pollutant Discharge Elimination System (NPDES) construction general

permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer for review and approval.

9. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant will implement an effective combination of erosion and sediment control BMPs consistent with the NPDES construction general permit to prevent erosion and sediment loss and the discharge of construction wastes, to the satisfaction of the City Engineer, which shall be in the form of a storm water soil loss prevention plan (also called an erosion control plan or a water pollution control plan).

10. In conformance with Chapter 13.16 of the Municipal Code, the Applicant shall provide: 1) a Low Impact Development (LID) plan; and 2) an operations, maintenance, and monitoring plan to the City Engineer for review and approval. Upon approval, the Applicant shall construct storm drains and water quality devices according to the approved plans and the satisfaction of the City Engineer. Prior to building final and/or issuance of the certificate of occupancy, the Applicant shall provide the City Engineer with a signed and recorded covenant and agreement stating that the Property and all structural or treatment control Best Management Practices (BMPs) will be maintained in compliance with the municipal NPDES permit (also sometimes called the MS4 permit) and other applicable regulatory requirements.

11. In conformance with Chapter 13.16 of the Municipal Code, all future owners or successors of a property subject to a requirement for maintenance of structural and treatment control BMPs must either: 1) assume responsibility for maintenance of any existing structural or treatment control BMPs at least once a year and retain proof of maintenance/inspection for review by the City Engineer upon request; or 2) replace an existing structural or treatment control BMP with new control measures or BMPs meeting the then current standards of the City and the municipal NPDES permit. Prior to building final and/or issuance of the certificate of occupancy, this requirement will be included in a recorded restrictive covenant on Property and included in any sale or lease agreement or deed of the Property.

12. Prior to obtaining a Certificate of Occupancy Applicant shall submit digital copies of as-built plans to the City Engineer.

13. Prior to the close out of the grading permit the Applicant shall video via CCTV or any other applicable method all sewer and storm drains on-site and submit to the City Engineer for approval.

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.

2. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

3. The Applicant/Property Owner and/or successor in interest, shall comply with all applicable federal, state, and local laws, rules and regulations

Indemnification and Hold Harmless Condition

1. The Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

2. The Applicant and Property Owner shall submit to the City written consent to all of the conditions referenced herein within 10 days of approval. The Applicant and Property Owner understand that Resolution No. CC 2019-49 will be of no force or effect unless such written consent is submitted to the City.

CITY COUNCIL

ITEM NO. 6.4

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Dina Lomeli, Contract Associate Planner D.L.
Nathalie Vazquez, Contract Assistant Planner II NV

DATE: October 24, 2019

SUBJECT: Development Plan 19-09, 13400 Nelson Avenue, City of Industry

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Proposal:

Xebec Building Company is requesting approval of Development Plan 19-09, to allow for the construction of a 216,591 square foot tilt up industrial warehouse building, located at 13400 Nelson Avenue ("Property"). The applicant's request complies with the City's development guidelines set forth in the City's Municipal Code ("Code").

Location and Surroundings:

As shown on the location map (Exhibit A), the project site is located within a rectangular shape parcel (APN 8562-016-001) of approximately 10.1 acres, on the southeast corner of Nelson Ave and Vineland Ave, with an approximate frontage of 1,201 feet on Vineland Ave and 424 feet on Nelson Ave. The Property is surrounded by industrial uses to south, east and west, and residential uses to the north in the jurisdiction of Unincorporated Los Angeles County.

Staff Analysis:

Staff has determined that the proposed development project is consistent with the Zoning ("M" – Industrial Zone) and General Plan (Employment) designations of the Property, and complies with the development and design standards found in Chapter 17.36, Design Review, of the City's Code, as set forth above. Specifically, the project is in compliance with all applicable development standards including: lot coverage, parking, landscaping, building height and setbacks.

Property

The proposed development project sits on a rectangular shape parcel that is 10.1 acres (435,912 square-feet) in size, and currently has an existing industrial building that is 227,591 square feet. This property was developed under three separate entitlements with the corresponding job numbers; 6489, 7287 and 7400. The existing building will be

demolished and redeveloped with the proposed project. As shown on the attached site plan (Exhibit B), the proposed 216,250 square foot industrial building will be developed with 24 loading docks. The building, landscaping and access gate are designed to screen all loading docks and exterior equipment from the public right of way. New landscaping will be installed primarily on the property frontage, acting as a buffer between the new building and the sidewalk adjacent to Vineland Avenue and Nelson Avenue.

Access

The Property is served by multiple streets adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. The Property is a rectangular shaped lot that will be served by two main driveway entrances 32 feet wide or larger on Vineland Avenue and a secondary entrance 40 feet wide. The proposed drive aisles exceeds the City's minimum drive aisle width of 26 feet.

Compatibility

The proposed new warehouse will have the same function and purpose as the existing surrounding developments therefore it is compatible with the surrounding properties and land uses. The project is located in an urbanized area and is surrounded by various industrial uses and industrially zoned property to the east, south and west of the property. To the north, there are existing residential uses that are located in the jurisdiction of Unincorporated Los Angeles County. The developer took the residential uses into consideration when designing the building, by locating the loading docks towards the center of the building and shielding the dock area with the building, thereby creating a long C-shaped building and sound attenuation barrier, in order to decrease any potential noise generated by the proposed use. The new building design will benefit the area because the architecture for the proposed warehouse is attractive and functional for the industrial area.

As shown in the elevations (Exhibit D) the architecture of the proposed warehouse provides a variety of design treatments. The building will be a concrete tilt-up structure with colors that include variations of grays, whites and accent color orange. The proposed concrete tilt up walls will have a variety of panel reveals, concrete form liners around the building and will provide varying projections around the building. The proposed office entrances will have an assortment of architectural treatments creating statement entrances consisting of; variation of color treatments, metal canopies, metal louver and distinctive window treatments providing a decorative exterior.

Landscaping

Section 17.36.060.Q. of the City's Code requires that a minimum of 12 percent of the site be devoted to landscaping. The applicant is meeting this requirement by proposing 51,304 (12%) square feet of landscaping. The landscaping will be concentrated along street frontage facing Vineland Avenue and Nelson Avenue.

Parking

Per Section 17.12.50.K. of the Code, the proposed 227,591 square foot building requires 150 parking spaces, plus one space per 1,000 square feet of floor area over 100,000 square feet. Based on this formula, a total of 267 parking spaces are required. The applicant is exceeding this requirement by providing a total of 295 parking spaces on this site.

Environmental Analysis:

The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15302(b). The Class 2 exemption applies to replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to (b) replacement of a similar structure with a new structure of substantially the same size, purpose and capacity. The proposed development will replace an existing 227,591 square foot industrial building with a new 216,250 square foot industrial building located on the same lot and will have the same purpose and capacity as the existing structure.

Fiscal Impact:

The overall project will have a positive fiscal impact to the City by increasing the property value.

Recommendation:

The proposed development complies with the development standards of the City's Code and satisfies the findings noted in the Resolution. Staff therefore recommends that the City Council adopt Resolution No. CC 2019-54 (Exhibit G) recommending City Council approval of Development Plan 19-09 with the findings for approval and Standard Requirements and Conditions of Approval contained in the Resolution.

Exhibits:

A. Location Map - DP 19-09
B. Site Plan – DP 19-09
C. Floor Plan - DP 19-09
D. Elevations Proposed Structure – DP 19-09
E. Notice of Exemption DP 19-09
F. Resolution No. CC 2019-54 recommending City Council approval of Development Plan No. 19-09 with findings of approval, Standard Requirements and Conditions of Approval.

EXHIBIT A

Location Map – Development Plan 19-09

[Attached]

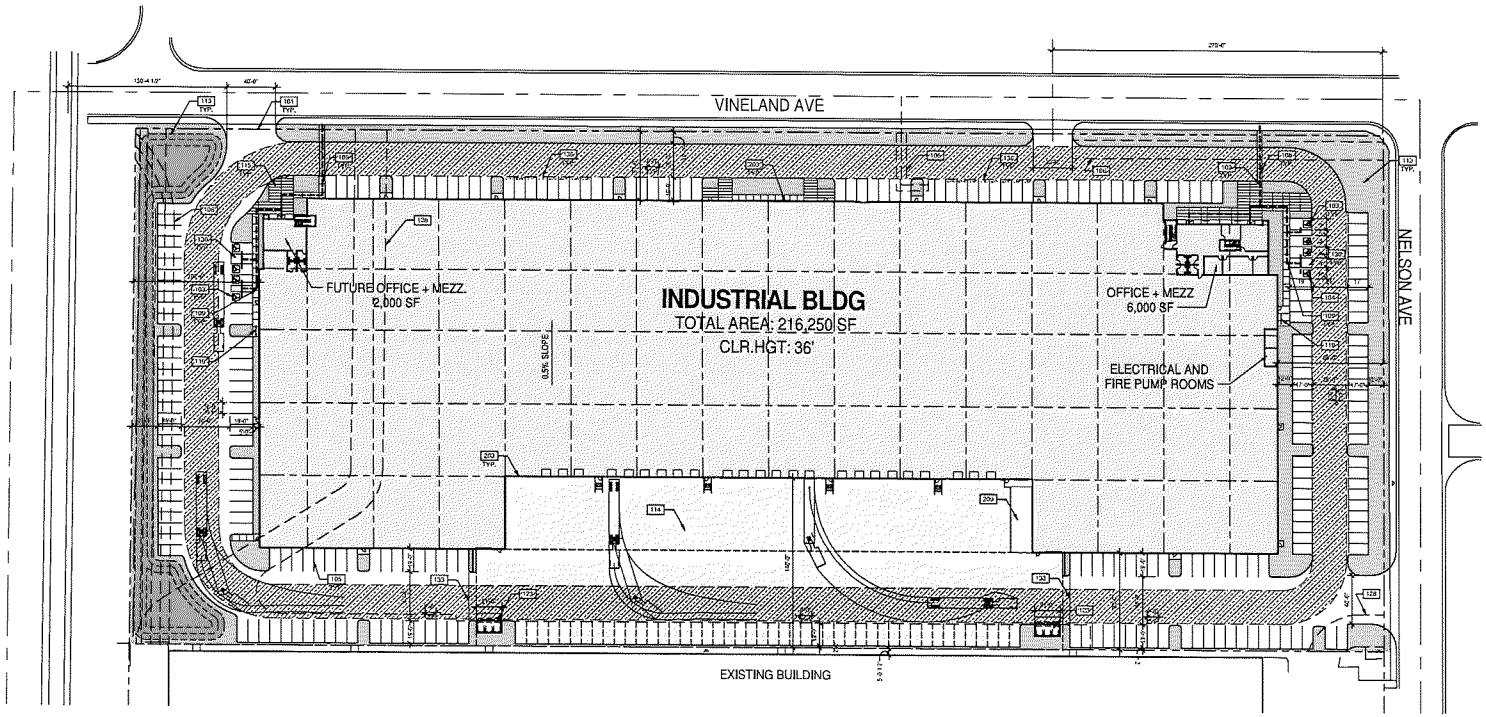
Vineland Ave
Nelson Ave
Le Borgne Ave
Big Dalton Ave
Millbury Ave
Mason Way
E Valley Blvd
Valley Blvd and Vineland Ave
Valley Blvd and Vineland Ave

EXHIBIT B

Site Plan – Development Plan 19-09

[Attached]

CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT



1" = 40'

0 20' 40' 80'

SITE PLAN

SCALE: 1" = 40'-0"

SITE DATA

SITE AREA	
GROSS:	10.01 AC (435,912 SF)
EXISTING BUILDING REMOVED:	227,591 SF
PROPOSED BUILDING AREA:	
HOOTHWAY:	212,250 SF
MEZZANINE:	3,000 SF
FUTURE MEZZANINE:	1,000 SF
TOTAL BUILDING AREA:	216,250 SF
BUILDING USE:	
WAREHOUSE:	206,250 SF
OFFICE:	6,000 SF
FUTURE OFFICE:	2,000 SF
GROSS FAR:	0.50
APN: 8562-016-001	

PARKING DATA	
PARKING REQUIRED:	
WAREHOUSE	
FIRST 100K	150 STALLS
100K OVER - (0-1)1000 SF	116 STALLS
TOTAL	267 STALLS
PARKING PROVIDED:	
AUTO	295 STALLS (91.30/1000 SF)
STANDARD	223 STALLS
COMPACT	48 STALLS
CLEAN AIR/VANPOOL/EV:	16 STALLS
ACCESSIBLE	8 STALLS
TRAILER	0 STALLS
TRUCK DOCKS	
DOCK-HIGH DOORS	24
KNOCK-OUTS	1
GRADE-LEVEL DOORS	3
LANDSCAPE DATA	
LANDSCAPE REQUIRED	12%
LANDSCAPE PROVIDED:	12% (51,304 SF)

LEGEND

- ACCESSIBLE PATH OF TRAVEL, 1:20 MAX. SLOPE, 2% MAX. CROSS SLOPE.
- PROPERTY LINE.
- LANDSCAPE AND IRRIGATION AREA.
- FIRE LANE (HATCHED)
- PARKING STALL COUNT TOTAL
- DOCK HIGH TRUCK DOOR
- GRADE LEVEL TRUCK DOOR

NOTES:

SEE SHEET A0.2 FOR GENERAL NOTES

101 PROPERTY LINE.
103 ACCESSIBLE PARKING STALL WITH SIGNAGE.
104 VAN ACCESSIBLE PARKING STALL WITH SIGNAGE.
105 PAINTED PARKING STRIPING PER CITY STANDARDS.
106 EASEMENT, SEE CIVIL DRAWINGS.
108 ACCESSIBLE PATH OF TRAVEL, 1:20 MAX. SLOPE, 2% MAX. CROSS SLOPE, SEE CIVIL DRAWINGS.
109 ACCESSIBLE CURB RAMP WITH TRUNCATED DOMES.
113 LANDSCAPE AND IRRIGATION AREA, SEE LANDSCAPE DRAWINGS.
114 CONCRETE TRUCK WELL, SEE CIVIL DRAWINGS.
115 CONCRETE SIDEWALK, SEE CIVIL DRAWINGS.
119 BIKE RACKS, 8 BIKE CAPACITY EACH, TOTAL OF 16 BIKE CAPACITY.
123 TRASH ENCLOSURE WITH RECYCLE BIN PER CITY STANDARDS.
128 EASEMENT TO BE RELOCATED, SEE CIVIL DRAWINGS.
130 PAINTED 4" BLUE STRIPING PER CITY STANDARDS.
133 MANUAL WROUGHT IRON SLIDING GATE, PROVE "KNOX" LOCK RAPID ENTRY SYSTEM PER FIRE DEPARTMENT STANDARDS. ALL GATES TO BE PRIMED AND PAINTED GLOSS BLACK. AUTOMATIC GATES SHALL COMPLY WITH UL 325 AND ASTM F2200 RESPECTIVELY.
136 CLEAN AIR/EV/VANPOOL PARKING STALL.
200 KNOCK-OUT PANEL FOR FUTURE WINDOWS OR DOORS.
209 CONCRETE RAMP.

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FETERIK NELSON

13400 NELSON AVENUE,
CITY OF INDUSTRY, CALIFORNIA 91746

SITE PLAN

DATE	REMARKS
04.22.2019	PLANNING SUBMITTAL 1
06.28.2019	PLANNING SUBMITTAL 2

PA/PM:	E. MAVISNIAK
DRAWN BY:	N.K.
JOB NO.:	INV16-0136-00

SHEET

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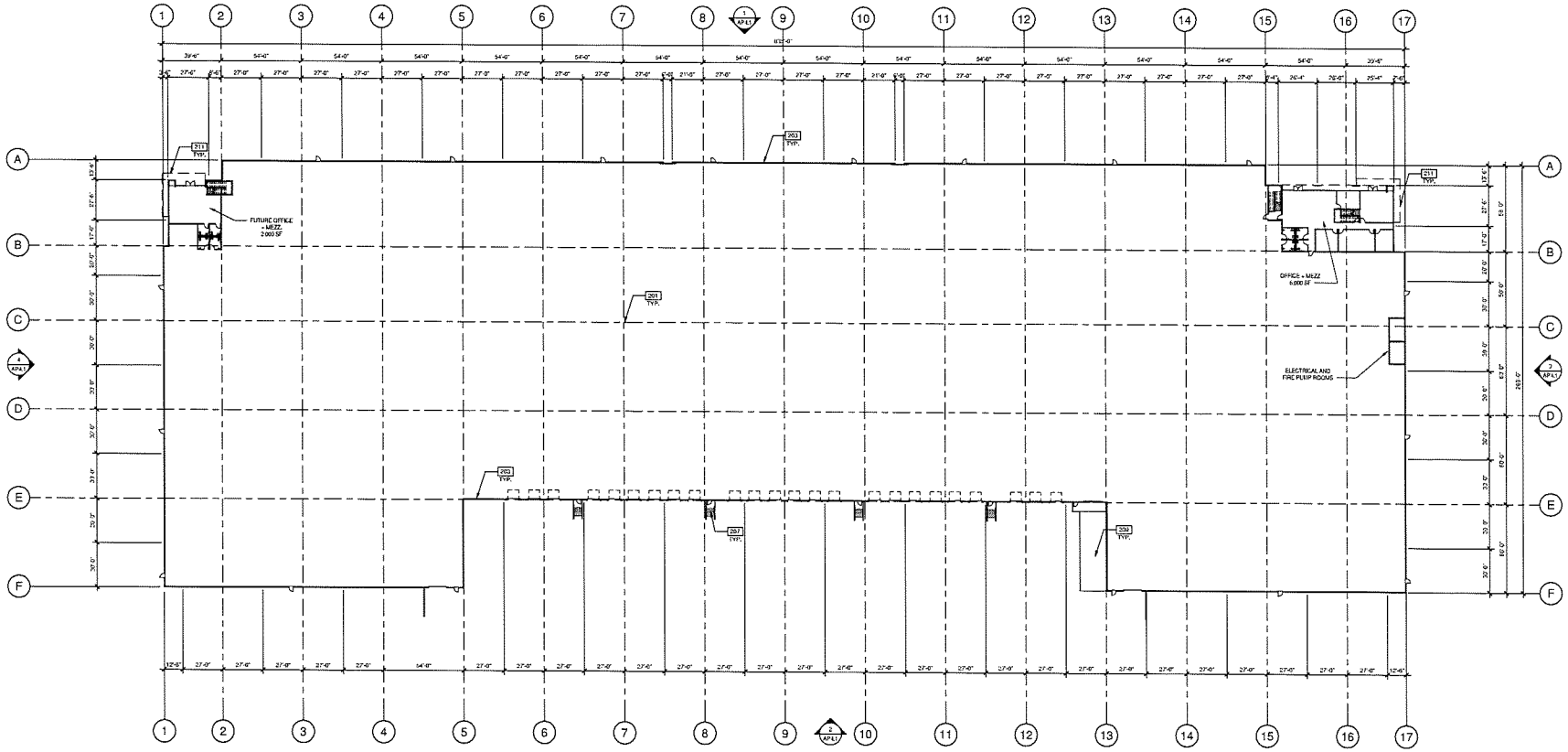
06.28.2019 1:19:45 PM

EXHIBIT C

Floor Plan – Development Plan 19-09

[Attached

CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT



1" = 30'

0 15' 30' 60'

OVERALL FLOOR PLAN

SCALE: 1" = 30'-0"

WALL LEGEND

CONCRETE WALL

NOTES:

SEE SHEET A0.2 FOR GENERAL NOTES

201 STRUCTURAL STEEL COLUMN. PAINT SAFETY YELLOW UP TO 10'-0" A.F.F. AND WHITE ABOVE.
203 KNOCK-OUT PANEL FOR FUTURE WINDOWS OR DOORS.
207 EXTERIOR CONCRETE STAIR.
209 CONCRETE RAMP.
211 OUTLINE OF CANOPY ABOVE.

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CITY OF INDUSTRY, CALIFORNIA 91746

OVERALL FLOOR PLAN

DATE	REMARKS
04.23.2019	PLANNING SUBMITTAL 1
05.28.2019	PLANNING SUBMITTAL 2

PA/PM.	E. NAMISNIAK
DRAWN BY.:	N.K.
JOB NO.:	RV18-0138-00

SHEET

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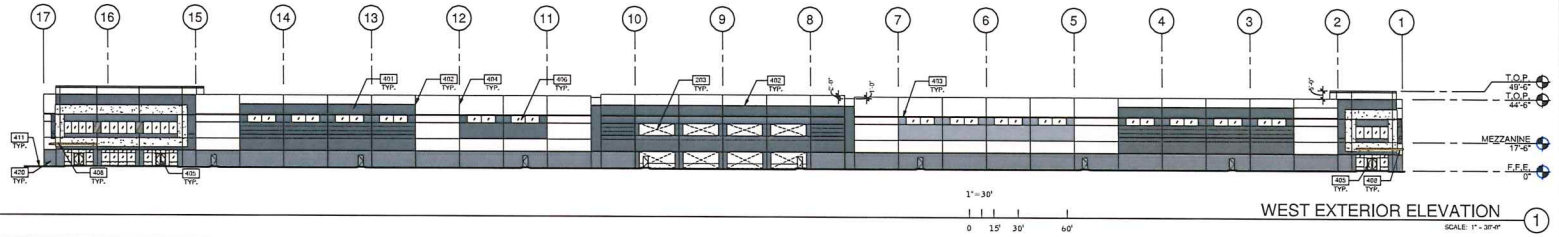
5/28/2019 4:16:16 PM

Exhibit D

Elevations Proposed Structure - Development Plan 19-09

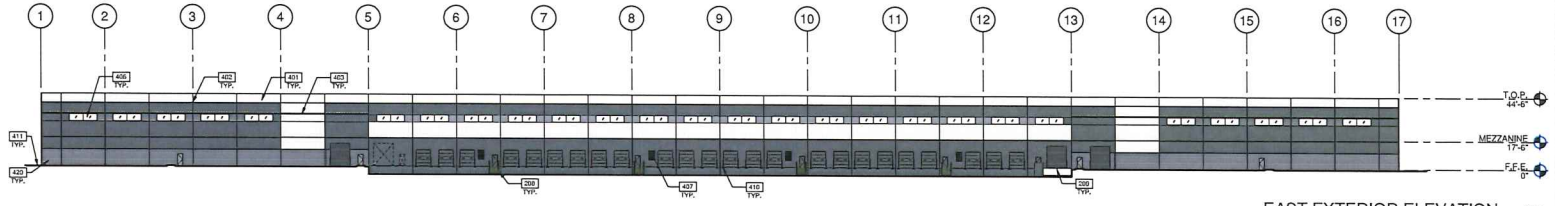
[Attached]

CAUTION: IF THIS SHEET IS NOT 30"x42" IT IS A REDUCED PRINT



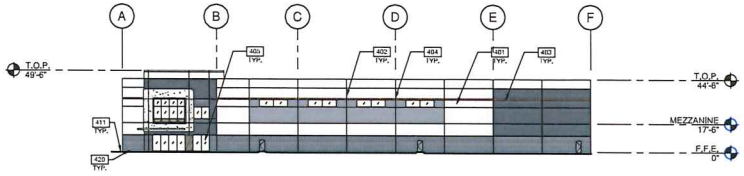
WEST EXTERIOR ELEVATION (1)

SCALE: 1" = 30'-0"



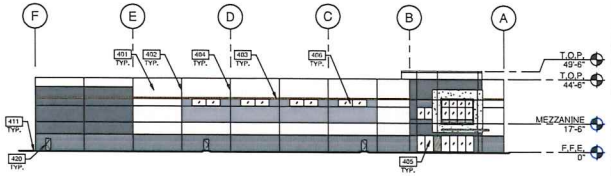
EAST EXTERIOR ELEVATION (2)

SCALE: 1" = 30'-0"



SOUTH EXTERIOR ELEVATION (4)

SCALE: 1" = 30'-0"



NORTH EXTERIOR ELEVATION (3)

SCALE: 1" = 30'-0"

LEGEND

GLASS:

- VISION GLASS
- SPANDREL GLASS - OPACI-COAT 300-LIGHT WHITE (#0-0186) BEHIND SOLARBLUE GLASS
- TEMPERED GLASS

ALL GLASS USED ON THE ENVELOPE OF THE BUILDING TO BE:
SOLARBLUE + SOLARBAN 60 (3) CLEAR
U FACTOR = 0.29 AND SHGC = 0.29
GLASS WIND LOAD RESISTANCE CALCULATIONS ARE UNDER SEPARATE PERMIT

MATERIALS:

- EXTERIOR ALUMINUM COMPOSITE METAL PANEL OVER METAL STUD WALL
- EXTERIOR INSULATED FINISH SYSTEM (EIFS) PAINTED OVER METAL STUD WALL
- CONCRETE FORMLINER

COLORS:

PROVIDE 6'-0" WIDE PAINT COLOR MOCK-UP FULL HEIGHT OF BUILDING FOR OWNER/ARCHITECT REVIEW.
NOTE: INSIDE OF WAREHOUSE WALLS SHALL BE PAINTED BASE COLOR.

- A — BASE COLOR: SHERWIN WILLIAMS SW 7005 (PURE WHITE)
- B — SECONDARY COLOR: SHERWIN WILLIAMS SW 9162 (AFRICAN GRAY)
- C — ACCENT COLOR: SHERWIN WILLIAMS SW 7075 (WEB GRAY)
- D — ACCENT COLOR: SHERWIN WILLIAMS SW 6890 (OSAGE ORANGE)

NOTES: -

SEE SHEET A0.2 FOR GENERAL NOTES

203 KNOCK-OUT PANEL FOR FUTURE WINDOWS OR DOORS.
208 STEEL BOLLARD, CONCRETE-FILLED PAINTED SAFETY YELLOW.
209 CONCRETE RAMP.
401 CONCRETE WALL, PAINTED.
402 3/4" V-REVEAL.
403 3/4" X 8" DEEP RECESS.
404 CONCRETE WALL JOINT.
405 ALUMINUM CLEAR ANODIZED STOREFRONT SYSTEM WITH 1" INSULATED GLASS.
406 CLERESTORY WINDOW.
407 METAL LOUVER, PAINTED.
408 METAL CANOPY - PAINTED.
410 DOCK BUMPER.
411 FINISH GRADE VARIES.
420 CONCRETE FORMLINER.

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CITY OF INDUSTRY, CALIFORNIA 91746

EXTERIOR ELEVATIONS

DATE	REMARKS
04/29/2019	PLANNING SUBMITTAL 1
06/25/2019	PLANNING SUBMITTAL 2

PA/PM:	E. NAMISNIAK
DRAWN BY:	N.K.
JOB NO.:	IRV18-0138-00

SHEET
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6/26/2019 1:46:07 PM

Exhibit E

Notice of Exemption - Development Plan 19-09

[Attached]

NOTICE OF EXEMPTION

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

From: City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

Project Title: Development Plan 19-9

Project Location - Specific: 13400 Nelson Avenue

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

Description of Project: Development 19-9 will consist of the demolition of an existing 227,591 square-foot industrial building that will be replaced with a new 216,591 square foot tilt up industrial warehouse building

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: Xebec Building Company

Exempt Status: *(check one)*

☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☑ Categorical Exemption. *State type and section number:* 15302(b)
☐ Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15302(b). The Class 2 exemption applies to replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to (b) replacement of a similar structure with a new structure of substantially the same size, purpose and capacity. The proposed development will replace an existing 227, 591 square foot industrial building with a new 216,250 square foot industrial building located on the same lot and will have the same purpose and capacity as the existing structure.

Lead Agency
Contact Person: Dina Lomeli

Telephone: (626) 333-2211

Signature: _____

Date: 07-11-2019

Title: Consultant Assistant Planner II

JN 9340

Exhibit F

Resolution No. CC 2019-54

[Attached]

RESOLUTION NO. CC 2019-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 19-09 FOR THE CONSTRUCTION OF A NEW 216,591 SQUARE FOOT TILT UP INDUSTRIAL WAREHOUSE BUILDING, LOCATED AT 13400 NELSON AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME

RECITALS

WHEREAS, on September 4, 2019, Xebec Building Company ("Applicant"), filed a complete application requesting the approval of Development Plan ("DP") No. 19-09 described herein ("Application"); and

WHEREAS, the Application applies to a rectangular shaped lot of approximately 10.1 acres, located on the southeast corner of Nelson Ave and Vineland Ave, with an approximate frontage of 1,201 feet on Vineland Ave, and 424 feet on Nelson Ave. The parcel is identified by the Assessor's Parcel Number 8562-016-001, located at 13400 Nelson Avenue, City of Industry, California ("Property"); and

WHEREAS, the Applicant's request is for a new industrial building in the "M" Industrial Zone. The proposed construction consists of a 216,591 square foot tilt up industrial warehouse building (the "Project"). In accordance with Section 17.36.020 of the City's Municipal Code ("Code"), a Development Plan is required for this type of activity; and

WHEREAS the Land Use Element of the General Plan designates the Property as Employment. Pursuant to the provisions of the General Plan, industrial uses are permitted in the Employment land use designation. The Project is consistent with the General Plan as it is an industrial use, and is similar to other industrial and manufacturing uses in the same land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

WHEREAS, an Environmental Assessment form was submitted by the Applicant pursuant to the City's requirements. In accordance with California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) ("CEQA"), the proposed Project is exempt per Section 15302(b) (Class 2 Replacement or Reconstruction) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations), based on the following: This Class 2 exemption applies to replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced, and will have substantially the same purpose and capacity as the structure replaced, including but not limited to (b) replacement of a similar structure with a new structure of substantially the same size, purpose and capacity. The proposed development will replace an existing 227,591 square foot industrial building with a new 216,250 square foot industrial building located on the same lot, and will have the same purpose and capacity as the existing structure; and

WHEREAS, on October 24, 2019, the City Council of the City of Industry conducted a duly noticed public meeting to consider the Application, and considered all testimony written and oral; and

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

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

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

SECTION 2: All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's Code.

SECTION 3: An Environmental Assessment form was submitted by the Applicant pursuant to the City's requirements. In accordance with California Environmental Quality Act ("CEQA") the proposed project is exempt per Section 15302(b) (Class 2 Replacement or Reconstruction) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations), based on the following: This Class 2 exemption applies to replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to (b) replacement of a similar structure with a new structure of substantially the same size, purpose and capacity. The proposed development will replace an existing 227,591 square foot industrial building with a new 216,250 square foot industrial building located on the same lot and will have the same purpose and capacity as the existing structure. Based on these criteria and on staff's analysis, the City Council adopts the Notice of Exemption and directs staff to file the same as required by law.

SECTION 4: Based upon substantial evidence presented to the City Council during the October 24, 2019 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, and the City's Code, the City Council finds as follows:

A. The site is suitable for development in accordance with the development plan because the Project is in conformance with the City of Industry General Plan, Zoning Code and all applicable development standards outlined within Section 17.36.060 of the City's Code. This includes: setbacks, building height, lot coverage, parking and landscaping standards. Furthermore, the Project is within a geographic area that is fully developed and is currently served by all public services and facilities such as sewer, water and gas; and

B. The total development is arranged to avoid traffic congestion, ensure the public health, safety and general welfare and prevent adverse effects upon neighboring properties, because it has been designed to minimize any potential impacts by complying with the City's Code. The Applicant, business owner, and property owner are also responsible for complying with the current Building and Fire Codes. The City's Code requires all driveway and drive-aisles to be a minimum of 26 feet in width. The Property is a rectangular shaped lot that will be

served by two main driveway entrances 32 feet wide or larger on Vineland Avenue, and a secondary entrance 40 feet wide. The proposed drive aisles exceed the City's minimum drive aisle width of 26 feet. Furthermore, conditions of approval have been incorporated to minimize potential adverse impacts from occurring on the premises. The developer, Applicant, property owner, and business owner will be required to comply with the Los Angeles County Noise Ordinance in regards to construction and business operations thus limiting noise to the designated hours outlined under Chapter 12.08 of Title 12 of the Los Angeles County Code; and

C. The proposed Industrial building will be in general accord with all elements of the City's Zoning Ordinance because the Project complies with all development standards in regards to building setbacks, building height, parking, access, screening and design; and

D. The development is consistent with the provisions of the general plan or any applicable redevelopment plan. The request for a new 216,250 square foot industrial building is consistent with the industrial land use designation of the Property. Industrial buildings and uses are permitted in the City's industrial zone. The Project is located in an urbanized area and is surrounded by various industrial uses and industrially zoned property to the east, south and west of the Property. To the north, there are existing residential uses that are located in the jurisdiction of Unincorporated Los Angeles County. The developer took the residential uses into consideration when designing the Project, by locating the loading dock towards the center of the building and shielding the dock area with the building creating a long C-shaped building and sound attenuation barrier, in order to decrease any potential noise generated by the proposed use. The new building design will benefit the area because the architecture for the proposed warehouse is attractive and functional for the industrial area. The uses of the surrounding properties may change, but the character will remain industrial in nature and consistent with the general plan and zoning designations of the site. In addition, the attached conditions of approval set operational and management standards that ensure the businesses will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance.

SECTION 5: Based upon the foregoing findings, the City of Council hereby approves DP No. 19-09, subject to the conditions contained in Attachment 1, attached hereto and incorporated herein by reference.

SECTION 6: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 7: The City Clerk shall certify to the adoption of this Resolution, and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on October 24, 2019, by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

_____
Cory C. Moss, Mayor

ATTEST:

_____
Julian Gutierrez-Robles, City Clerk

Attachment 1

Conditions of Approval - Resolution No. CC 2019-54

[Attached]

CITY OF INDUSTRY

Standard Requirements and Conditions of Approval

Application: **Development Plan 19-09**

Applicant: **Xebec Construction**

Location: **13400 Nelson Ave (8562-016-001)**

Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The landscape irrigation system shall be designed to accept recycled water from future recycled water lines, which are currently being planned to be located in the area. The irrigation plan, which is submitted to the City for approval per Chapter 13.18 of the Municipal Code, shall be designed and clearly noted to allow the transition from potable water to recycled water when and if recycled water lines are eventually installed in the immediate vicinity.

2. Electronic gates shall be equipped with a Knox electric switch and an alternative energy back-up system, such as a generator or battery, which would allow operation of the security gate(s) during an electrical power outage. Access through the gates shall be provided for both the Los Angeles County Fire and Sheriff Departments. The location of Knox boxes shall be shown on the building plans and approved by both the Fire Department and Sheriff Department.

3. A note shall be added to the building plans stating that the construction contractor shall only use interior and exterior paints with a VOC content of 90 grams per liter (g/L) or less for the building structures to reduce VOC emissions. Prior to issuance of building permits, the construction contractor shall provide documentation to the satisfaction of the City of Industry Planning Department that verifies use of coatings with a VOC content of 90 g/L or less.

4. The Applicant shall comply with all surface drainage and driveway requirements set forth in Chapter 16.10 of the City's Code.

5. Prior to grading permit issuance, the Applicant/contractor shall demonstrate that the project complies with the following:

6. Construction operations shall only occur between 7:00 a.m. and 7:00 p.m. Monday through Saturday. No construction will be permitted on Sundays or holidays.

7. Construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state-required noise attenuation devices.

8. The contractor shall utilize construction noise reduction methods to minimize construction noise for sensitive receptors in the project area. These reduction methods include shutting off idling equipment, maximizing the distance between construction equipment staging areas and occupied residential areas, and using electric air compressors and similar power tools.

9. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.

10. During construction, the construction contractor shall only use interior and exterior paints with a VOC content of 50 grams per liter (g/L) or less for the building structures to reduce VOC emissions. All building and site plans shall note use of paints with a VOC content of 50 g/L or less. Prior to issuance of building permits, the construction contractor shall provide documentation to the satisfaction of the City of Industry Planning Department that verifies use of coatings with a VOC content of 50 g/L or less. Timing Implementation: Prior to Issuance of Building Permit.

Engineering Conditions

1. The Applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.

2. The Applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up utilities.

3. Depending upon the nature of the propose used, the Applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer.

4. The Applicant shall construct curb, gutter, pave-out, necessary drainage facilities, and sidewalk along street frontage in accordance with City standards and specifications.

5. The Applicant shall construct storm drains and water quality devices to the satisfaction of the City Engineer prior to the final approval of the development and the hook-up of utilities.

6. Prior to the issuance of building permits for any interior improvements that serve to create separate units within the building, the Applicant shall consult with the City Engineer and demonstrate that each separate unit is equipped with its own sewer line and that the sewer lines join together before the connection to the main sewer line. This will allow for the addition of a clarifier or grease interceptor if required to serve future tenants/uses in the building.

7. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant will provide a Storm water Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the current National Pollutant Discharge Elimination System (NPDES) construction general permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer for review and approval.

8. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant will implement an effective combination of erosion and sediment control BMPs consistent with the NPDES construction general permit to prevent erosion and sediment loss and the discharge of construction wastes, to the satisfaction of the City Engineer, which shall be in the form of a storm water soil loss prevention plan (also called an erosion control plan or a water pollution control plan).

9. In conformance with Chapter 13.16 of the Municipal Code, the Applicant shall provide: 1) a Low Impact Development (LID) plan; and 2) an operations, maintenance, and monitoring plan to the City Engineer for review and approval. Upon approval, the Applicant shall construct storm drains and water quality devices according to the approved plans and the satisfaction of the City Engineer. Prior to building final and/or issuance of the certificate of occupancy, the Applicant shall provide the City Engineer with a signed and recorded covenant and agreement stating that the Property and all structural or treatment control Best Management Practices (BMPs) will be maintained in compliance with the municipal NPDES permit (also sometimes called the MS4 permit) and other applicable regulatory requirements.

10. In conformance with Chapter 13.16 of the Municipal Code, the Applicant and any successors in interest shall 1) assume responsibility for maintenance of any existing structural or treatment control BMPs at least once a year and retain proof of maintenance/inspection for review by the City Engineer upon request; or 2) replace an existing structural or treatment control BMP with new control measures or BMPs meeting the then current standards of the City and the municipal NPDES permit. Prior to building final and/or issuance of the certificate of occupancy, this requirement will be included in a recorded restrictive covenant on Property and included in any sale or lease agreement or deed of the Property.

11. Prior to obtaining a Certificate of Occupancy applicant shall submit digital copies of as-built plans to the City Engineer.

12. Prior to the close out of the grading permit, the Applicant shall video via CCTV or any other applicable method all sewer and storm drains on-site and submit to the City Engineer for approval.

13. Applicant shall construct street lights to the satisfaction of the City Engineer.
14. Applicant shall construct a minimum 45' curb return at the Southeast corner of Nelson Avenue and Vineland Avenue to the satisfaction of the City Engineer or submit an Offer of Dedication to the City for Street and Highway Purposes.

Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.

2. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.

3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.

4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.

5. The Applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up of utilities. One sewer connection per parcel is permitted and, in the case of multiple units or buildings, all sewer lines must join together at the connection point.

6. The Applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.

7. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall provide a Storm water Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the current National Pollutant Discharge Elimination System (NPDES) construction general permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer for review and approval.

8. The Applicant shall provide building plans to be approved prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. Development shall take place in substantial conformance with the approved development plans.

9. Demolition and construction operations shall be limited to the hours prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section

12.08.390).

10. Should archeological resources be uncovered during site preparation, grading, or excavation, work shall be stopped for a period not to exceed 14 days. The find shall be immediately evaluated for significance by a county-certified archaeologist. If the archaeological resources are found to be significant, the archaeologist shall perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; submit resources to the California State University Fullerton; and provide a comprehensive final report including appropriate records for the California Department of Parks and Recreation (Building, Structure, and Object Record; Archaeological Site Record; or District Record, as applicable).

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.

2. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

3. The Applicant and/or successor in interest, shall comply with all applicable federal, state, and local laws, rules and regulations.

Indemnification and Hold Harmless Condition

1. The Applicant, and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

2. The Applicant and Property Owner shall submit to the City written consent to all of the conditions referenced herein within 10 days of approval. The Applicant and Property Owner understand that Resolution No. CC 2019-54 will be of no force or effect unless such written consent is submitted to the City.

CITY COUNCIL

ITEM NO. 6.5

CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Moss and Members of the Council

FROM: Troy Helling, City Manager TH

STAFF: Yamini Pathak, Director of Finance YP

DATE: October 24, 2019

SUBJECT: Resolution No. CC 2019-55 of the City of Industry, California, Authorizing Examination Of Sales Or Transaction And Use Tax Records

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BACKGROUND:

On October 24, 2019, the City Council approved the retention of the law firm of Wendel Rosen LLP ("Wendel Rosen") to provide legal services to the City in connection with a local tax dispute with the California Department of Tax and Fee Administration ("CDTFA") and other parties involving the allocation of local sales tax revenues of the Williams Sonoma fulfillment center located within the City of Industry. In order for representatives of Wendel Rosen to have access to the confidential information regarding this matter, the City is required under Section 7056 of the California Revenue and Taxation Code to request the CDTFA by resolution to permit Wendel Rosen to examine all tax records pertaining to the ascertainment of the City's sales or transactions and use tax. By approving Resolution No. CC 2019-55, the City Council will be giving the CDTFA permission to release information to Wendel Rosen.

FISCAL IMPACT:

There is no fiscal impact as a result of this action.

RECOMMENDED ACTION:

Staff recommends the City Council adopt Resolution No. CC 2019-55 of the City of Industry, California, Authorizing Examination Of Sales Or Transaction And Use Tax Records.

15625 E. Stafford St • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

RESOLUTION NO. CC 2019-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

WHEREAS, on October 24, 2019, the City Council approved the retention of the law firm of Wendel Rosen LLP ("Wendel Rosen") to provide legal services to the City in connection with a local tax dispute with the California Department of Tax and Fee Administration ("CDTFA") and other parties involving the allocation of local sales tax revenues; and

WHEREAS, in order to proceed with the matter, it is necessary for Wendel Rosen to examine tax records of the CDTFA pertaining to the ascertainment of the sales or transactions and use taxes collected by the CDTFA for the City; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of CDTFA records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from the sales, transactions and use tax records of the CDTFA; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code requires that any person designated by the City shall have an existing contract to examine the City's sales and use tax records.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY HEREBY RESOLVES AS FOLLOWS:

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

Section 2. The City Council hereby requests that CDTFA permit the law firm of Wendel Rosen LLP ("Wendel Rosen") to examine all tax records of the CDTFA pertaining to the ascertainment of the sales or transactions and use tax.

Section 3. The City Council hereby certifies that:

(a) Wendel Rosen has an existing contract with the City to examine those sales, transactions and use tax records;

(b) Wendel Rosen is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer(s) or employee(s) authorized by any resolution previously submitted by the City pursuant to Revenue and Taxation Code Section 7056, to examine the information.

(c) Wendel Rosen is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and

(d) Wendel Rosen is prohibited by that contract from retaining the information contained in, or derived from those sales, transactions and use tax records, after that contract has expired.

The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of City transactions and use taxes by the CDTFA pursuant to the contract between the City and the CDTFA.

Section 5. The provisions of this Resolution are in addition to, and do not supersede any prior resolution of the City Council authorizing any officer, employee or other person to examine all of the sales or transactions and use tax records of the CDTFA pertaining to the ascertainment of the sales or transactions and use taxes to be collected for the City, as set forth in Revenue and Taxation Code Section 7056.

Section 6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. This Resolution shall become effective immediately upon its adoption. The City Clerk of the City is hereby directed to certify adoption of this Resolution and to send a copy to:

California Department of Tax and Fee Administration
Local Tax Section MIC:27
P O Box 942879
Sacramento, CA 94279-0001

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on October 24, 2019 by the following vote:

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

_____
Cory Moss, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 6.6

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, City Engineer JN

DATE: October 24, 2019

SUBJECT: Consideration of a Professional Services Agreement with West Coast Arborists, Inc. to provide a GIS-Based Urban Tree Inventory identified by the City or on city-owned properties for an amount not to exceed $100,000.00 (JN-6201 #7)

Background:

The City has not had a dedicated tree trimming program in place for several years. Many of the trees throughout the City are overgrown and pose potential failure risks. Furthermore, the lack of an existing tree inventory showing the locations and a cumulative count of all the trees make it difficult to schedule and budget regular arbor maintenance services. Over the past year, tree trimming selection has stemmed mainly from reports by the public, or observations by Staff. However, many trees identified by the public are not within the public right-of-way nor are the responsibility of the City.

Each request from the public is vetted by checking the public right-of-way in drawings and then physically measuring the tree(s) in question. Trees that are verified as the responsibility of the City are competitively bid for trimming by multiple arborists. Since a tree program is not in place, the attempt has been to group trees that need trimming and then request bids from arborists. This method of frequent competitive bidding for small groups of trees is inefficient and discourages tree trimming contractors unnecessarily. To effectively manage tree maintenance, an efficient plan should stem from a clear and concise tree inventory.

Discussion:

Utilizing a GIS-based inventory program will allow the City to catalog and prioritize tree maintenance by key risk factors, which will mitigate tree failures and help manage budgets. The critical aspect of this tree inventory includes analysis and data on the condition of each tree along with mapping the GPS location. This inventory is crucial for competitively building a City-wide tree maintenance program. As a result, from repeat competitive bidding for tree trimming, one contractor, West Coast Arborist, has consistently been the low-cost bidder.

West Coast Arborist is a professional tree maintenance company that provides tree management services to over 275 municipalities and public agencies throughout California and Arizona. Like many of the cities in LA County, and those that border the City, West Coast Arborists has provided a proposal to complete an urban tree inventory of the City. The inventory will help inform Staff with developing future plans for urban forest management and tree care.

The data accompanying the inventory will include attributes such as: condition/health, coordinates, property address (if applicable), species, diameter, height, principle stem count, primary maintenance needs (ex. routine pruning, disease/dying pruning, training pruning, removal with reason, etc.), and other observations (ex. clearance required for pedestrian/traffic, overhead utilities, sidewalk damage, and ISA monetary value). If approved, West Coast Arborists will begin with surveying key areas of concern (i.e. Azusa/Temple Trail, Expo Center, Civic Center/City Hall, IBC, YAL/Post Office, El Encanto, Homestead Museum, etc.). As the inventory mapping of each area is complete, bidding can commence to award the tree trimming work. The basis to competitively bid large areas of trees efficiently starts with a tree inventory and survey.

Fiscal Impact:

The fiscal impact associated with this action requires an appropriation of $100,000.00 from the General Fund to Account No. 100-623-5120.01 General Fund-Streets and Roads-Professional Services.

Recommendations:

1) Approve the Professional Services Agreement with West Coast Arborists, Inc. to provide a GIS-Based Urban Tree Inventory

2) Appropriate $100,000.00 from the General Fund to Account No. 100-623-5120.01 General Fund-Streets and Roads-Professional Services.

Exhibit:

A. Professional Services Agreement with West Coast Arborists, Inc. dated October 24, 2019

TH/JN:jf

EXHIBIT A

Professional Services Agreement with West Coast Arborists, Inc. dated October 24, 2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 24, 2019 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and West Coast Arborists, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed 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 the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her

tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney

To Consultant: West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
Attention: Victor Gonzalez, Vice 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 the City.

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
West Coast Arborists, Inc.

By: _____
Victor Gonzalez, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

- A digitized inventory and assessment database of all trees located within the City right of way, City Parks and other City property as directed by City staff. These locations may include City buildings, parks, median islands, water tank sites, landscaped areas and open space areas.

- An Arc-view/ArcInfo compatible file in a Windows-based format.

Develop tools that will assist the City of Industry Urban Forest Management Team in meeting their tree goals, and Provide training for these tools to City staff

- Provide all data developed or created for this project to the City in an electronic editable format

- Produce a final project report ("Inventory Deliverable")

Physical Tree Inventory Update and Assessment:

- Conduct a "Scope Refinement" meeting exclusive to the tree inventory process. Discuss the basis for evaluating the City's urban forest and assist City staff in determining the total number of trees to be inventoried.

- Have Inventory Specialists/Certified Arborist conduct a complete inventory based on the City's approved criteria including all trees.

- Provide the City with Global Positioning Satellite (GPS) coordinates for each tree inventoried including creating an ESRI ArcView/ArcGIS compatible shape file. Using a handheld computer and GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude.

Standard attributes to be collected by WCA Data Collector include the following:

- Mapping coordinate: X and Y coordinate locations located by GPS

- Addressing: The house or building address (street number and street name) will be inventoried. For Side (corner) trees the name of the street where the tree is physically located will also be collected.

- Area/District/Building/Facility/Park - Tree locations will be identified by any of these areas.

- Location - The tree's physical location in relation to public Right of Way and/or public space will be recorded. Consultant's categories are Front, Side, Median, Slope, Park, Sub-Street Median, Rear, Lot

- Species - Trees will be identified by genus, species and common name

- Diameter (DBH) - Diameter is measured to the nearest inch in one-inch size classes at *4- 12* feet above the ground. Tree trunk diameter will also be captured in 6-inch increments (i.e., 0-6", 7-12", etc.) will be recorded at 4.5 Ft. above the ground.

- Height (Feet) - Tree height in 15-foot increments (i.e., 0-15', 16-30', etc.) will be recorded.

- Stems - the number of principal stems a tree has will be recorded

- Condition: Excellent, Very Good, Good, Fair, Poor, Critical, Dead

- Primary Maintenance Needs:

    - Routine Pruning - trees regardless of size, suitable for a normal pruning cycle

    - Pruning for Diseased/Declining - trees with declining health which may not need to be removed, but should be pruned and monitored

    - Pruning for Poorly Structured - trees with damaged structure(s) which may be improved by corrective pruning

    - Training Prune - for young trees

    - Removal - Due to overhead spacing

    - Removal - Due to inadequate ground level spacing o Removal - Dead trees larger than 6" DBH

    - Removal - Dead trees smaller than 6" DBH o Removal - Diseased and/or declining

    - Removal - Due to poor structured

    - Removal - Seedling or Volunteer tree o Removal - Stump

    - Potential planting site - Current vacant tree planting sites

- Observations / Notes and Date of Survey

- Clearance Required - Yes / No indicator for pedestrians or vehicle traffic

- Overhead Utilities - Yes / No indicator

- Parkway Type (Growth Space) - Parkway / Tree lawn, Tree Well, Raised Planter, Median, Open, Other
- Parkway Size (Grow Space Size) - smallest dimension to nearest whole foot
- Sidewalk damage - Yes/No indicator: Criteria is displacement of 1" or greater caused by adjacent tree (optional)
- Value of each tree inventoried based on ISA formula
- The total cost shall include ownership of the data
- Provide unlimited software & computer support while performing tree maintenance services.

<u>ArborAccess Software Updates/Technical Support</u>:

- Unlimited telephone and/or e-mail support to answer questions and aid City staff in the use of the software system ArborAccess.
- Provide training to City staff as needed. Conduct periodic workshops for software users
- Provide routine maintenance, archive, backup, restore, and disaster recovery procedures upon request from the City. Provide upgrades to the ArborAccess software upon release from Consultant.

<u>ArborAccess Software Capabilities</u>:

- Compatible with the City's existing and future versions of ESRI ArcGIS
- Support for Windows and OS products within the current City standards
- Multi-seat capability
- Assignable rights for various levels of access
- Management and reporting capabilities
- Work order capability
- Import and export historical service data
- Specifically written for urban forest management.
- Ability to export all fields for interaction with other future Asset Management software

- Web-based and app based
- Universally compatible with Android, Windows, Google, etc.
- Map-based
- Ability to query any data field attribute such as, species, dbh, location, condition, etc.

EXHIBIT B

RATE SCHEDULE

1) Physical Tree Inventory Data Collection - per tree site **$4.00**

Conduct an inventory of public trees and/or vacant tree sites located in the City. The tree inventory data shall be geo-coded into a Geographic Information System (GIS) database and integrated into the City's existing or other GIS platform. Cost includes attending meetings, site visits, and travel expenses.

OPTIONAL SERVICES

- Analysis & Reports to Support the Management and Maintenance of City Trees including i·Tree Analysis **Lump Sum $2,000**
- ISA Certified Arborist Services **Hourly $150.00**
- Public Presentations **Hourly $150.00**

Consultant can assist in various public workshops and/or presentations to discuss ideas with the community or to present to City Commissions or Council.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.7

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, City Engineer JN
Sean Calvillo, Project Manager, CNC Engineering SC.

DATE: October 24, 2019

SUBJECT: Consideration of a Property Purchase Agreement with Brook Property, Inc. in the amount of $3,500.00 for right of way acquisition (MP08-05/CITY-1434)

Background:

As part of the upcoming resurfacing of Don Julian Road from 6th Avenue to 7th Avenue, Unruh Avenue from Nelson Avenue to Turnbull Canyon Road, and the intersection widening and traffic signal installation at Don Julian Road and 6th Avenue project, a portion of private property, owned by the Brook Property, Inc., must be acquired by the City. There is an existing traffic signal service cabinet and a traffic signal controller along the sidewalk on the southeast corner of the intersection of Don Julian Road and Sixth Avenue. These two cabinets were originally set to be relocated to the northwest corner. However, due to other constraints, the cabinets will remain in their existing location.

Discussion:

To accommodate the traffic signal service cabinet and traffic signal controller, approximately 58 square feet of right of way must be acquired by the City. Adequate access along the sidewalk, as required by the American Disability Act, will be met. An appraisal was prepared by Kiley Company Real Estate Appraisers and thereafter a City offer letter presenting the appraised value of $2,800.00 was presented. The property owner and Staff agreed thereafter on a final sale value of $3,500.00.

A property purchase agreement ("Agreement") has been prepared by the City Attorney. The Agreement has been approved and signed by Brook Property. Upon approval by the Council, the City Manager will execute the Agreement and the Easement Grant Deed will then be recorded.

Fiscal Impact:

The fiscal impact for the purchase is $3,500.00. An appropriation of $3,500.00 is required (Account No. 100-900-9030). An escrow account created by First American Title will handle the $3,500.00 payment for the right of way purchase.

Recommendation:

Staff recommends that the City Council approve the Property Purchase Agreement.

Exhibit:

A. Property Purchase Agreement with Brook Property, Inc.

TH/JN/SC:jf

EXHIBIT A

Property Purchase Agreement with Brook Property, Inc.

[Attached]

PROPERTY PURCHASE AGREEMENT

In consideration of the terms and conditions set forth in this Property Purchase Agreement (the "Agreement") **BROOK PROPERTY, INC.** (GRANTOR) shall deposit in an escrow designated by the **CITY OF INDUSTRY** (CITY), a Grant Deed, suitable for recordation and conveying from GRANTOR to CITY as indicated in Exhibits "A" and "B," respectively, incorporated herein by this reference.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. <u>CITY shall</u>

A. Pay the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) for the property identified in Exhibits "A" and "B" for the Acquisition in Fee, and attached hereto and made a part hereof, to the following title company: First American Title, for the account of the GRANTOR, Escrow No. _____ conditioned upon the property vesting in CITY free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes except any exceptions to title which are acceptable to CITY as said exceptions are identified in the title report relating to the subject property issued by the above Title Company bearing the escrow number shown in Clause 1A and dated _____-2019 and updates thereof. Clearing of any title exceptions not acceptable to CITY is the responsibility of GRANTOR.

B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

C. Have the authority to deduct and pay from the amount shown in Clause 1A above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent assessments, which may have become a lien at the close of escrow. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

D. The consideration set forth in Clause IA herein shall include payment in full for the following improvements: All buildings, structures and other improvements affixed to the land which is owned by you as owners or tenants of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made.

2. **CITY's Indemnification**

CITY shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and cost), arising from or related to CITY'S use of the property acquired in fee, and exercise of CITY'S right under this Agreement. Said indemnification includes damages to any electrical equipment on remaining property due to accidental utility power outage caused by construction of the Project. The obligations of CITY under this paragraph shall not be applicable to the extent of GRANTOR'S negligence or willful misconduct.

3. **Payment of Deed of Trust**

If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

4. **Escrow Instructions**

GRANTOR hereby authorizes CITY to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

5. **Hazardous Wastes**

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the CITY, its agents or employees.

6. **Right of Possession and Use**

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the subject property by CITY, and/or its designees or assignees including the right to remove and dispose of improvements, and install and connect utilities shall commence at close of escrow, and that the amount shown in Clause 1A herein includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

7. **Binding on Successors and Assigns**

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

8. **No Leases**

GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and GRANTOR further agrees to hold CITY harmless and reimburse CITY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month.

9. **Quitclaim Deeds**

If any lessee interests are identified herein, as a condition precedent to approval of this Agreement by the CITY Council, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. GRANTOR agrees to assist CITY in securing said Quitclaim Deeds or releases.

10. **Release of All Claims**

This is intended as a full and complete release of all or any claims that either party has against the other and is in full settlement of any and all such claims and intends to and does hereby release all of said persons, firms, associations and corporations of and from any and all liability of any nature whatsoever for all claims or causes of action including those for all consequences, effects and results of any loss, injury or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have already appeared or developed or may now be latent or may in the future appear or develop.

The parties acknowledge that they each have been informed of and are familiar with the provisions of California Civil Code Section 1542 which provides:

> "A general release does not extend to claims which the creditor does not know or suspect to exist his or her favor at the time of executing the release, which if known by him must have materially affected his settlement with any debtor."

Further, the parties mutually waive the provisions of California Civil Code Section 1542, and further waive any right they might have to voice said provisions now or in the future with respect to the releases set out in this Compromise and Release. The parties recognize and acknowledge that factors which have induced them to enter into this Compromise and Release may turn out to be incorrect or different to what they have previously anticipated, and the parties expressly assume the risks and further expressly assume the risk of this waiver of California Civil Code section 1542.

11. **Approval of CITY**

GRANTOR understands that this Agreement is subject to the approval of CITY. Further, that this Agreement shall have no force or effect unless and until said CITY approval has been obtained.

12. Authority to Sign

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

13. Entire Agreement

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Permanent Easement Deed and Temporary Construction Easement and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement.

14. Specific Performance

In the event of a breach of this Agreement by GRANTOR, CITY shall be entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

15. Counterparts Signature

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

(As used above, the term, "GRANTOR" shall include the plural as well as the singular number.)

SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

CITY OF INDUSTRY,
A MUNICIPAL CORPORATION

By:_____
Troy Helling, City Manager

Date: _____

GRANTOR:
BROOK PROPERTY, INC.

By_____
Tom Y. Lee, President

Date: _____

Attest:

By:_____
Julie Gutierrez-Robles, City Clerk

Date: _____

Approved as to form:

By:_____
James M. Casso, City Attorney

Date: _____

EXHIBIT "A"
Legal No. 894

LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 1 OF PARCEL MAP No. 64 IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 35 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1, SAID POINT BEING ALSO THE INTERSECTION OF THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SIXTH AVENUE, 60.00 FOOT WIDE AND THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF DON JULIAN ROAD, 60.00 FOOT WIDE, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1 SOUTH 39° 19' 41" WEST, 37.01 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 39° 19' 41" WEST, 26.72 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 84° 19' 41" EAST, 2.12 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 1.50 FEET SOUTHEASTERLY, AS MEASURED AT RIGHT ANGLES, FROM SAID NORTHWESTERLY LINE OF PARCEL 1; THENCE ALONG SAID PARALLEL LINE NORTH 39° 19' 41" EAST, 25.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 37.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 26' 29", AN ARC DISTANCE OF 8.80 FEET; THENCE NON-TANGENT TO SAID CURVE NORTH 06° 47' 16" EAST, 1.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 38.50 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 35° 48' 34" WEST; THENCE NORTHEASTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 26° 02' 13", AN ARC DISTANCE OF 17.50 FEET TO A POINT OF CUSP WITH THE SOUTHERLY LINE OF THAT CERTAIN LAND AS DESCRIBED IN AN EASEMENT GRANT DEED TO THE CITY OF INDUSTRY FOR STREET AND HIGHWAY PURPOSES, RECORDED AUGUST 21, 2014, AS INSTRUMENT No.2014-0879345, OFFICIAL RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE BEING A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 37.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 07° 45' 50" WEST; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND THE ARC OF LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 42° 54' 29", AN ARC DISTANCE OF 27.71 TO **THE TRUE POINT OF BEGINNING.**

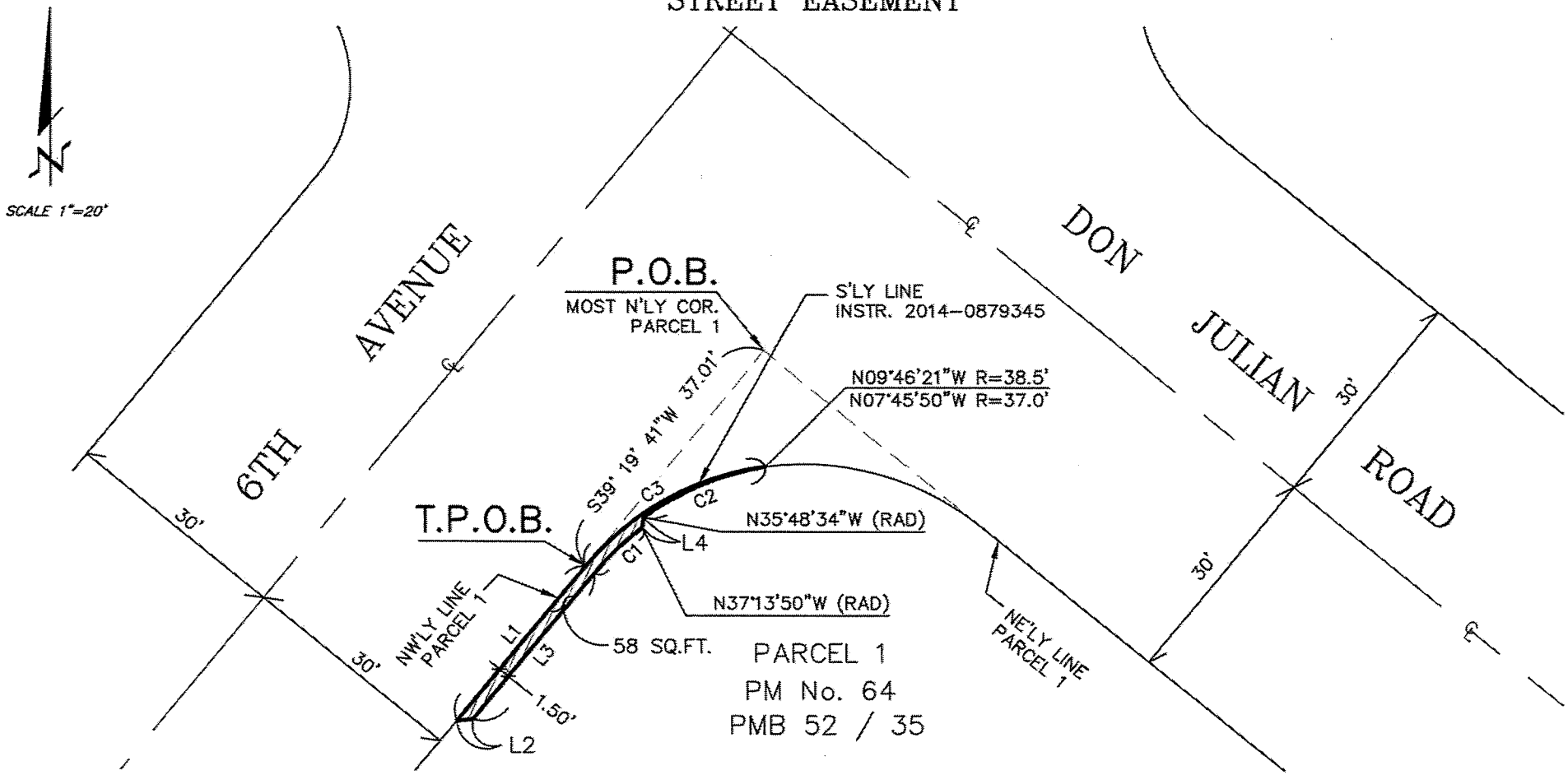
CONTAINING 58 SQUARE FEET, (0.0013 ACRES), OF LAND, MORE OR LESS.

TEDDY OHANA, PLS 8583
CNC Engineering
Job No. MP 08-05 Legal No.894
Checked by: ___ August 21, 2019

LICENSED LAND SURVEYOR
TEDDY OHANA
LS 8583
STATE OF CALIFORNIA

EXHIBIT "B"

STREET EASEMENT



Line Table		
Line #	Direction	Length
L1	S39° 19' 41"W	26.72
L2	N84° 19' 41"E	2.12
L3	N39° 19' 41"E	25.21
L4	N06° 47' 16"E	1.37

Curve Table			
Curve #	Radius	Delta	Length
C1	37.50	13°26'29"	8.80
C2	38.50	26°02'13"	17.50
C3	37.00	42°54'29"	27.71

Prepared by:

CNC ENGINEERING

255 N. HACIENDA BLVD, Suite 222
CITY OF INDUSTRY, CA. 91744
Phone (626) 333-0336

Job No. MP 08-05 August 21, 2019

Legal No.894

CITY COUNCIL

ITEM NO. 6.8

CITY OF INDUSTRY

MEMORANDUM

To: Honorable Mayor Moss and Members of the City Council

From: Troy Helling, City Manager TH

Staff: Bing Hyun, Assistant City Manager

Date: October 24, 2019

SUBJECT: Consideration of a License Agreement with Pacific Crest Youth Arts Organization for Access to Assessor's Parcel Number 8264-004-908 located at 1123 South Hatcher Avenue as a Storage Area

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Background:

Pacific Crest Youth Arts Organization ("Pacific Crest") contacted the City regarding the use of a portion of the property located at 1123 South Hatcher Avenue to use as a storage area for supplies for events, props, set pieces, vehicles, and various equipment to be used for the art programs. Pacific Crest will be responsible for maintaining the premises which shall include, but is not limited to, ensuring all supplies and equipment are locked and secured, and that at no time hazardous materials will be stored.

Discussion:

Pacific Crest was founded in 1993 as a non-profit organization that provides educational and competitive performing arts programs to the youth in the greater Southern California region. They are a well-respected organization that reaches 3,900 students each year. Their program consists of Drum and Bugle Corps which are specialized marching bands. They operate as independent nonprofits (no school affiliation), and perform on-field competitions, parades, and other civic functions. To support the local youth, staff is requesting the City Council approve the License Agreement with Pacific Crest to use the Hatcher Building to store supplies and equipment. The License Agreement will be for a term of one (1) year beginning November 1, 2019 with the option to have the City Manager renew two (2) one (1) year terms.

Fiscal Impact:

Due to the event serving a public purpose and promoting youth development within the region, Pacific Crest shall lease the building space at a rate of $1.00 per year.

Recommendation:

1.) Staff recommends that the City Council approve the License Agreement with Pacific Crest Youth Arts Organization, dated October 24, 2019.

Exhibit:

A. License Agreement with Pacific Crest Youth Arts Organization, dated October 24, 2019

TH/BH:yp

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**"), dated October 24, 2019, ("**Effective Date**") is made and entered into by and between the City of Industry, a public body, corporate and politic ("**Licensor/City**"), and Pacific Crest Youth Arts Organization, a California corporation ("**Licensee**") (Licensor and Licensee are individually referred to as "**Party**" and collectively referred to as the "**Parties**").

RECITALS

WHEREAS, the City is the owner of certain property located at **1123 S. Hatcher Avenue, City of Industry, CA 91748 (APN 8264-004-908)**, and Licensee desires to enter the portion of the property, as set forth in Exhibit A, attached hereto and incorporated herein by reference ("**Premises**").

WHEREAS, Licensee desires to utilize the Premises for the storage of equipment and supplies such as supplies for events, props, set pieces, vehicles (one 20-foot cargo trailer, one 12-foot flatbed trailer, and one electric cart), musical instruments, merchandise, documents, and various equipment to be used for its art programs, and for fabrication of set pieces and props; and

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

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

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the "**License**") granting permission to enter upon the Premises as of November 1, 2019 of this Agreement, and to use the Premises for the storage of equipment and supplies such as supplies for events, props, set pieces, vehicles, and various equipment to be used for its art programs (collectively, "**Permitted Use**"); provided, that Licensee's use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively "**Representatives**") of Licensee to enter or use the Premises during the term of this License, without Licensor's prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee's Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated in Exhibit A, and that Licensor may grant a license to other entities to utilize other portions of the Premises, or may use other portions of the Premises for its own use.

2. Payment. Given that Licensee is a non-profit organization that promotes youth and young adult development, Licensee shall pay Licensor, and Licensor shall accept One Dollar ($1.00) per year ("**License Payment**"), for the use of the Premises. License Payment shall be due upon

execution of the Agreement by Licensee. Future payments shall be made annually on the anniversary date of this Agreement. Payment shall be made to Licensor at 15625 E. Stafford Street, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include the storage of equipment and supplies. At no time shall Licensee store any hazardous materials on the Premises, except a maximum of ten (10) gallons of paint may be stored in fully enclosed cans or containers. Licensee shall not conduct any business, or use the Premises for any manufacturing use, or anything incidental to a manufacturing use, at any time. Further, Licensee shall ensure that upon close of business each day, all supplies and equipment are locked and secured on premises to deter theft, and other criminal activities. Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department for the Permitted Use, within 10 days of the Effective Date of this Agreement. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws. At no time shall Licensee allow unsupervised minors on the Premises.

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

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

6. Liens.

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

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

any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

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

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

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

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

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

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

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

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

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

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

(e) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on

commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

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

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

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

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

9. Term, Termination and Remedies. The License shall commence as of November 1, 2019 of this Agreement for a twelve (12) month period ending on **October 31, 2020**. The City Manager may approve two (2) one (1) year extensions by written notice. With the exception of a material breach of contract by Licensor, City shall not terminate this Agreement during the initial

twelve (12) month period. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 60 days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

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

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

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

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

Licensor:	Troy Helling City Manager 15625 East Stafford Street, Suite 100 City of Industry, CA 91744 Tel: (626) 333-2211 thelling@cityofindustry.org
With a Copy to:	James M. Casso, City Attorney Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746

Tel: (626) 269-2980
jcasso@cassosparks.com

Stuart Pompel
Chief Executive Officer
Pacific Crest Youth Arts Organization
PO Box 5409
Diamond Bar, CA 91765
Tel: (714) 785-9904
pompel@pacific-crest.org

14. No Liability of Licensor. Licensee and Licensor acknowledge and agree that Licensee is entering the Premises at its sole risk and expense. Licensor is not responsible for loss or damage to any items stored at the Premises, and makes no warranty or guarantee as to fitness of the Premises for the Permitted Use. The provisions hereof shall inure to the benefit of Licensor's and Licensee's successors and assigns including any Mortgagee.

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

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

(SIGNATURES ON FOLLOWING PAGE)

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

"LICENSOR"

CITY OF INDUSTRY

By:_____
Troy Helling, City Manager

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

_____
James M. Casso, City Attorney

"LICENSEE"

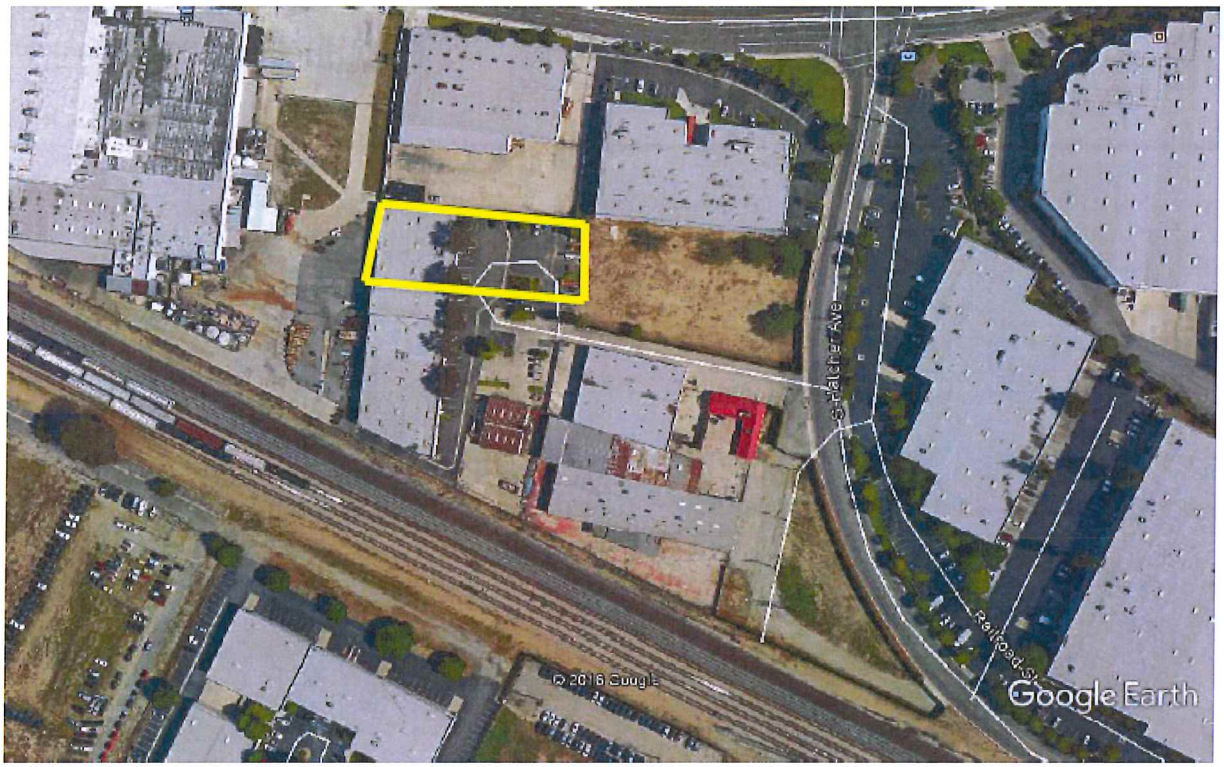
PACIFIC CREST YOUTH ARTS ORGANIZATION

By:_____
Stuart Pompel, CEO

EXHIBIT A

Assessor's Parcel Number (APN) 8264-004-908 located at 1123 South Hatcher Avenue, City of Industry, CA 91748. Licensee shall only occupy Suite C, and the parking area adjacent to Suite C on the northeast side of the Premises. The area identified in the map below by defining yellow lines identifies the area of the Premises, where the Permitted Use shall occur.

Location Map – 1123 South Hatcher Avenue



CITY COUNCIL

ITEM NO. 6.9

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, City Engineer JN
Upendra Joshi, Senior Project Manager, CNC Engineering

DATE: October 24, 2019

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Kleinfelder, Inc., for a budget increase of $500,000.00 for an amount not-to-exceed $750,000.00 through October 24, 2022 for On-Call Geotechnical Engineering Services (Contract No. 2016-1002)

Background:

On February 8, 2018, the City Council approved a Professional Services Agreement with Kleinfelder, Inc., to provide on-call geotechnical engineering services in the amount of $150,000.00, through December. Kleinfelder is on the City's Geotechnical Engineering Bench, and has provided the geotechnical services for several ongoing City Capital Improvement Projects. On February 14, 2019, Amendment No. 1 was approved to increase the compensation of the Agreement by $100,000.00, for a total contract amount of $250,000.00.

Under the current scope of services, Kleinfelder provides the following services: existing pavement evaluation, pavement section recommendations and subgrade evaluations, and recommendation for street rehabilitation and reconstruction to the City's ongoing projects.

Discussion:

Staff is proposing Amendment No. 2 to the Professional Services Agreement to allow Kleinfelder to continue providing geotechnical engineering services through October 24, 2022. Further, Staff is also proposing an expansion of the scope of services to include providing construction inspection services on projects, at the City's request. The proposed amendment increases the compensation of the Agreement by $500,000.00, due to the extension of the term, and the additional services, for a total contract amount of $750,000.00

Table 1 - Summary of On-Call Geotechnical Services Costs

Professional Services Agreement dated 2/8/2018	$150,000.00
Amendment No. 1 to Professional Services Agreement	$100,000.00
Amendment No. 2 to Professional Services Agreement	$500,000.00
Total	**750,000.00**

Fiscal Impact:

The fiscal impact associated with this Amendment is $500,000.00. An appropriation is requested from the General Fund for the contract.

Recommendations:

1.) Approve Amendment No. 2 to the Professional Services Agreement with Kleinfelder, Inc. for an amount not to exceed $750,000.00 through October 24, 2022; and;

2.) Appropriate $500,000.00 from the General Fund from the contract.

Exhibit:

A. Amendment No. 2 to the Professional Services Agreement with Kleinfelder, Inc. dated October 24, 2019

TH/JN/UJ:jf

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with Kleinfelder, Inc. dated October 24, 2019

[Attached]

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
KLEINFELDER, INC.

This Amendment No. 2 to the Professional Services Agreement ("Agreement") is made and entered into this 24th day of October 2019, ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and Kleinfelder, Inc. a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about February 8, 2018, the Agreement was entered into and executed between the City and Consultant to provide on-call geotechnical engineering services; and

WHEREAS, on or about February 24, 2019 Amendment No. 1 to the Agreement was entered into and executed between the City and Consultant to amend Section 4 "Payment" with a budget increase in the amount of $100,000.00 for a total amount of $250,000.00; and

WHEREAS, the City desires to amend the Agreement to extend the term for providing geotechnical services through October 24, 2022, amend the Scope of Services to include as-needed construction inspection services, and to increase the compensation by $500,000.00; and

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

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, 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:

Section 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 24, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

Section 2. SERVICES

Section 2(c) is hereby amended to read in its entirety as follows:

Consultant shall perform all Services in a manner reasonably satisfactory to the City and

in a first-class manner in conformance with the standards of quality normally observed by an entity providing on-call geotechnical engineering services and construction inspection services, serving a municipal agency.

Section 4. PAYMENT

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

This amount shall not exceed Seven Hundred and Fifty Thousand Dollars ($750,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Section 15. NOTICES

The address for James M. Casso is hereby revised to read in its entirety as follows:

James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

Exhibit A Scope of Services

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

- Construction Inspection Services

Exhibit B Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with in Attachment 2, attached hereto and incorporated herein by reference, to add the rates for a construction inspector.

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

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
Kleinfelder, Inc.

By: _____
Mark Peabody, Los Angeles Area Manager

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By:_____
James M. Casso, City Attorney

EXHIBIT B

RATE SCHEDULE

PROFESSIONAL STAFF RATES*

Professional	$ 115/ hour
Staff Professional I	$ 130/ hour
Staff Professional II	$ 140/ hour
Project Professional	$ 160/ hour
Senior Professional	$ 175/ hour
Principal Professional	$ 190/ hour
Senior Principal Professional	$ 215/ hour
Project Manager	$ 175/ hour
Senior Project Manager	$ 215/ hour
Designer/Drafter	$ 110/ hour
Senior Designer/Drafter	$ 125/ hour
Project Controls Professional	$ 125/ hour

TECHNICAL STAFF RATES

Technician – Prevailing Wage*	$ 116/ hour
Technician – Non-Prevailing Wage	$ 88/ hour
Construction Inspector	$ 125/ hour

ADMINISTRATIVE STAFF RATES

Administrator	$ 80/ hour
Project Administrator	$ 110/ hour

EXHIBIT A TO AMENDMENT NO. 2

AGREEMENT FOR CONSULTING SERVICES WITH KLEINFELDER, INC. DATED FEBRUARY 8, 2018

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as February 8, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Kleinfelder, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 8, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred and Fifty Thousand Dollars ($150,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant's principal place of business and any location where the Services are performed. 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 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 subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant 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. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant 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) Consultant 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 Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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 City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy to:	Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746 Attention: James M. Casso, City Attorney

To Consultant: Kleinfelder, Inc.
2280 Market Street, Suite 300
Riverside, CA 92501
Attention: Pamela D. Massa, Principal-in-Charge

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

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

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

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

"CITY"
City of Industry

By: _____
Paul J. Philips, City Manager

"CONSULTANT"
Kleinfelder, Inc.

By: _____
Pamela D. Massa,
Principal-in-Charge

Attest:

By: _____
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

For any project requested by the City, this Consultant may provide all aspects of geotechnical engineering services, which includes, but is not limited to:

- Site Investigation
- Dam/Reservoir Design
- Earthquake Engineering
- Levee Design
- Seepage Analysis
- Excavation Stability
- Seismicity
- Geology
- Dam/Reservoir Safety
- Earth Slopes & Embankments
- Surface Water Issues
- Fault Studies
- Geophysics
- Engineering Geology
- Foundation Engineering
- Retaining & Buried Structures
- Groundwater Issues
- Hydrogeology
- Soil/Ground Improvement
- Pavement Engineering

EXHIBIT B

RATE SCHEDULE

PROFESSIONAL STAFF RATES*

Professional	$	115/ hour
Staff Professional I	$	130/ hour
Staff Professional II	$	140/ hour
Project Professional	$	160/ hour
Senior Professional	$	175/ hour
Principal Professional	$	190/ hour
Senior Principal Professional	$	215/ hour
Project Manager	$	175/ hour
Senior Project Manager	$	215/ hour
Designer/Drafter	$	110/ hour
Senior Designer/Drafter	$	125/ hour
Project Controls Professional	$	125/ hour

TECHNICAL STAFF RATES

Technician – Prevailing Wage*	$	116/ hour
Technician – Non-Prevailing Wage	$	88/ hour

ADMINISTRATIVE STAFF RATES

Administrator	$	80/ hour
Project Administrator	$	110/ hour

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.10

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, City Engineer JN
Upendra Joshi, Senior Project Manager, CNC Engineering

DATE: October 24, 2019

SUBJECT: Consideration of Award of Contract No. CITY-1433 Arenth Avenue Reconstruction, from Anaheim-Puente Road to Phillips Drive, to All American Asphalt for an amount not to exceed $3,053,713.50 and Notice of Exemption regarding same

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Background:

On August 10, 2018, the City Council authorized solicitation of public bids for the Arenth Avenue Reconstruction, from Anaheim-Puente Road to Phillips Drive, for an estimated cost of $2,350,000.00. This project was bid to procure a contractor to provide the removal of the existing asphalt pavement and aggregate base, and replace it with recycled asphalt pavement and concrete pavement on crushed aggregate base. The work also includes the repair of existing curb and gutter at various locations, the adjustments of utility manholes and valves, temporary traffic control, pavement striping and pavement markers. Additionally, the installation of electrical components including conduits and pullboxes for future streetlights are included with this project.

On August 23, 2019, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 95 vendors. The bid was viewed by 52 prospective bidders. The appropriate trade journals were notified on August 26, 2019. The bid was advertised on August 28, 2019 and September 4, 2019, in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until September 24, 2019 at 5:00 p.m. in the City's Planetbids™ vendor portal.

City staff has determined that this project is subject to review under the California Environmental Quality Act ("CEQA"), however, it falls within the "Categorical Exemption, Section 15301 Class 1, minor alteration of existing public facilities". As set forth above, the project involves the removal of existing asphalt concrete pavement, and aggregate base and replacing with recycled asphalt concrete pavement and concrete pavement. The work also includes the repair of existing curb and gutter, coldmill and overlay asphalt pavement; installation of conduits and pullboxes, and pursuant to Categorical Exemption, Section 15301 Class 1 of CEQA Regulations, the repair, maintenance, or minor alteration of existing City streets is exempt, as long as there is no expansion (or only negligible

expansion) of the use. Here, Staff is proposing to complete minor maintenance on an existing street by removing existing asphalt concrete pavement and aggregate base and replacing with recycled asphalt concrete pavement and concrete pavement, the project involves no expansion of an existing use and does not increase capacity. Based on the foregoing, Staff is recommending that the City Council adopt a Notice of Exemption for the project.

Discussion:

The bid process closed on October 2, 2019 at 10:00 A.M. Seven (7) bids were received from the following entities: All American Asphalt; Sully-Miller Contracting; PALP, Inc.; R.J. Noble Company; Sequel Contractors, Inc.; Gentry Brothers, Inc. and Griffith Company. The review of bids has found that All American Asphalt, has submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project. Below is a table of all bidders and their prices, showing that All American Asphalt is the lowest bidder.

Bidder	Bid Price
All American Asphalt	$3,053,713.50
Sully-Miller Contracting	$3,293,000.00
PALP, Inc.	$3,368,108.00
R.J. Noble Company	$3,372,215.00
Sequel Contractors, Inc.	$3,398,007.50
Gentry Brothers, Inc.	$3,528,684.00
Griffith Company	$3,802,083.00

The Engineer's Estimate for this project was $2,350,000.00. The bid price from All American Asphalt was $3,053,713.50. The bid price is higher than the Engineer's Estimate as the original estimate did not include any electrical work, which was added after the Authorization to Bid. To avoid digging out the new street for electrical conduits as part of a future streetlight project, staff has decided to incorporate all underground electrical work to this project.

The lowest three bids were all within 10% of All American Asphalt. A 10% contingency has been included with the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the appropriation will be $3,664,456.20.

The following table represents a project summary:

All American Asphalt (Base Bid)	$3,053,713.50
Contingency Allowance (10%)	$305,371.35
Contract Administration/Inspection (10%)	$305,371.35
Total Sources:	**$3,664,456.20**

Fiscal Impact:

In the Fiscal Year 2019/2020 budget, $2,800,000.00 was approved for this project. An appropriation of $864,456.20 is requested from the 2015 Sales Tax Bond Proceeds to City Capital Improvements – Street Improvements – Construction Costs (Account No. 120-702-5205).

Recommendations:

1) City staff recommends that the City Council consider the results of the CITY-1433 Arenth Avenue Reconstruction from Anaheim-Puente Road to Phillips Drive bid and award the bid to All American Asphalt and adopt a Notice of Exemption for the project; and

2) Appropriate $864,456.20 from 2015 Sales Tax Bond Proceeds to City Capital Improvements – Street Improvements – Construction Costs (Account No. 120-702-5205) (MP 14-12).

Exhibits:

A. Bid Results
B. Bid Schedule Packet (Page A-12 and Pages C-4R through C-12)
C. Contractor's State of California and Department of Industrial relations License Detail
D. Notice of Exemption

TH/JN/UJ:jf

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project Arenth Avenue Reconstruction from Anaheim-Puente Road to Phillips Drive (CITY-1433)
Issued on 08/23/2019
Bid Due on October 2, 2019 10:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Quantity	All American Asphalt - Unit Price	All American Asphalt - Line Total	SULLY-MILLER CONTRACTING COMPANY - Unit Price	SULLY-MILLER CONTRACTING COMPANY - Line Total	PALP - Unit Price	PALP - Line Total	R.J. Noble Company - Unit Price	R.J. Noble Company - Line Total	Sequel Contractors, Inc. - Unit Price	Sequel Contractors, Inc. - Line Total	Gentry Brothers, Inc. - Unit Price	Gentry Brothers, Inc. - Line Total	Griffith Company - Unit Price	Griffith Company - Line Total
1	SCHEDULE A - CIVIL WORK	Clearing and Grubbing	LS	1	$300,000.00	$300,000.00	$187,102.00	$187,102.00	$159,000.00	$159,000.00	$225,000.00	$225,000.00	$215,000.00	$215,000.00	$600,000.00	$600,000.00	$175,213.50	$175,213.50
2	SCHEDULE A - CIVIL WORK	Existing AC Pavement removal to be used as Recycled AC Pavement	TON	6900	$17.50	$120,750.00	$20.00	$138,000.00	$21.00	$144,900.00	$20.00	$138,000.00	$17.00	$117,300.00	$19.00	$131,100.00	$23.30	$160,770.00
3	SCHEDULE A - CIVIL WORK	Cold Central Plant Recycled AC Pavement (CCPRACP) - 6.5 inches thick	TON	6900	$52.00	$358,800.00	$56.00	$386,400.00	$50.00	$345,000.00	$52.00	$358,800.00	$56.00	$386,400.00	$35.00	$241,500.00	$62.00	$427,800.00
4	SCHEDULE A - CIVIL WORK	Emulsified Recycling Agent	TON	210	$578.00	$121,380.00	$950.00	$199,500.00	$600.00	$126,000.00	$600.00	$126,000.00	$600.00	$126,000.00	$600.00	$126,000.00	$605.00	$127,050.00
5	SCHEDULE A - CIVIL WORK	Cement Stabilized Pulverized Subgrade (CSPS) - 20 inches thick	SY	18600	$10.50	$195,300.00	$9.80	$182,280.00	$13.00	$241,800.00	$9.00	$167,400.00	$8.75	$162,750.00	$6.00	$111,600.00	$13.00	$241,800.00
6	SCHEDULE A - CIVIL WORK	Portland Cement for CSPS	TON	1050	$135.00	$141,750.00	$152.00	$159,600.00	$132.00	$138,600.00	$136.25	$143,062.50	$150.00	$157,500.00	$145.00	$152,250.00	$140.00	$147,000.00
7	SCHEDULE A - CIVIL WORK	Portland Cement for CCPRACP	TON	34	$135.00	$4,590.00	$152.00	$5,168.00	$132.00	$4,488.00	$140.00	$4,760.00	$150.00	$5,100.00	$145.00	$4,930.00	$148.00	$5,032.00
8	SCHEDULE A - CIVIL WORK	Saw Cut and Remove Curb and Gutter Including Base	LF	1200	$17.00	$20,400.00	$14.00	$16,800.00	$23.00	$27,600.00	$23.00	$27,600.00	$30.00	$36,000.00	$11.00	$13,200.00	$32.00	$38,400.00
9	SCHEDULE A - CIVIL WORK	Unclassified Excavation (Aggregate Base for reuse)	CY	1160	$33.00	$38,280.00	$38.25	$44,370.00	$25.00	$29,000.00	$55.00	$63,800.00	$200.00	$232,000.00	$25.00	$29,000.00	$62.00	$71,920.00
10	SCHEDULE A - CIVIL WORK	Unclassified Excavation Export including overexcavation (Surplus Dirt for Dispose)	CY	1890	$27.00	$51,030.00	$60.00	$113,400.00	$63.00	$119,070.00	$65.00	$122,850.00	$175.00	$330,750.00	$40.00	$75,600.00	$75.50	$142,695.00
11	SCHEDULE A - CIVIL WORK	6" Engineered Fill	CY	945	$52.00	$49,140.00	$25.00	$23,625.00	$30.00	$28,350.00	$85.00	$80,325.00	$40.00	$37,800.00	$40.00	$37,800.00	$36.50	$34,492.50
12	SCHEDULE A - CIVIL WORK	Construct Aggregate Base per CALTRANS Class II Specifications	CY	1350	$53.00	$71,550.00	$37.00	$49,950.00	$32.00	$43,200.00	$47.00	$63,450.00	$48.00	$64,800.00	$40.00	$54,000.00	$42.50	$57,375.00
13	SCHEDULE A - CIVIL WORK	Install GEOGRID Material (TX-8 or equal)	SY	5600	$3.25	$18,200.00	$6.00	$33,600.00	$2.00	$11,200.00	$4.25	$23,800.00	$5.00	$28,000.00	$4.00	$22,400.00	$2.50	$14,000.00
14	SCHEDULE A - CIVIL WORK	Construct 10.5" Jointed Plain Concrete Pavement	SF	49990	$8.65	$432,413.50	$11.00	$549,890.00	$15.00	$749,850.00	$12.75	$637,372.50	$8.25	$412,417.50	$11.00	$549,890.00	$16.00	$799,840.00
15	SCHEDULE A - CIVIL WORK	Construct A2 curb and gutter per City Standard Plan 112, including Caltrans Class II base	LF	1150	$20.00	$23,000.00	$39.00	$44,850.00	$58.00	$66,700.00	$49.00	$56,350.00	$35.00	$40,250.00	$60.00	$69,000.00	$45.00	$51,750.00
16	SCHEDULE A - CIVIL WORK	Adjust existing CSD Sewer Manhole to Grade per District Procedure	EA	11	$1,100.00	$12,100.00	$1,150.00	$12,650.00	$800.00	$8,800.00	$1,200.00	$13,200.00	$1,000.00	$11,000.00	$600.00	$6,600.00	$850.00	$9,350.00
17	SCHEDULE A - CIVIL WORK	Adjust existing Water Valve and Cover to Grade	EA	5	$1,000.00	$5,000.00	$810.00	$4,050.00	$500.00	$2,500.00	$1,200.00	$6,000.00	$1,000.00	$5,000.00	$100.00	$500.00	$550.00	$2,750.00
18	SCHEDULE A - CIVIL WORK	Furnish & Install Connector Pipe Screen (CPS) per Project Specifications	EA	4	$1,000.00	$4,000.00	$1,100.00	$4,400.00	$800.00	$3,200.00	$1,200.00	$4,800.00	$1,000.00	$4,000.00	$1,000.00	$4,000.00	$2,200.00	$8,800.00
19	SCHEDULE A - CIVIL WORK	Furnish & Install Automatic Retractable Screen (ARS) per Project Specifications	EA	1	$3,800.00	$3,800.00	$1,100.00	$1,100.00	$3,000.00	$3,000.00	$3,600.00	$3,600.00	$4,000.00	$4,000.00	$1,000.00	$1,000.00	$6,000.00	$6,000.00
20	SCHEDULE A - CIVIL WORK	Coldmill 2" AC Pavement	SF	6800	$0.40	$2,720.00	$0.77	$5,236.00	$1.00	$6,800.00	$0.45	$3,060.00	$0.35	$2,380.00	$0.50	$3,400.00	$0.85	$5,780.00
21	SCHEDULE A - CIVIL WORK	Remove and Replace Catch Basin Face Plate Assembly per SPPWC Standard Plan 310-3 (Type-A)	EA	2	$5,000.00	$10,000.00	$2,150.00	$4,300.00	$3,000.00	$6,000.00	$4,800.00	$9,600.00	$3,000.00	$6,000.00	$3,000.00	$6,000.00	$7,300.00	$14,600.00
22	SCHEDULE A - CIVIL WORK	Remove AC Pavement from the Top of Gutter and Protect Gutter Surface	LF	1650	$1.00	$1,650.00	$3.70	$6,105.00	$1.00	$1,650.00	$1.10	$1,815.00	$12.00	$19,800.00	$1.20	$1,980.00	$2.70	$4,455.00
23	SCHEDULE A - CIVIL WORK	Construct PCC Driveway per SSPWC Standard Plan No. 110-2 (Type-B) including Caltrans Class II base and per Detail "A" on Sheet No. 2	SF	2270	$18.00	$40,860.00	$17.00	$38,590.00	$28.00	$63,560.00	$26.00	$59,020.00	$40.00	$90,800.00	$11.00	$24,970.00	$14.00	$31,780.00
24	SCHEDULE A - CIVIL WORK	Construct 2 sack concrete slurry per Detail 2 on Sheet No. 2 of 20	CY	50	$150.00	$7,500.00	$170.00	$8,500.00	$200.00	$10,000.00	$175.00	$8,750.00	$250.00	$12,500.00	$120.00	$6,000.00	$390.00	$19,500.00
25	SCHEDULE A - CIVIL WORK	Construct AC Pavement	TON	3840	$80.00	$307,200.00	$80.00	$307,200.00	$71.00	$272,640.00	$80.00	$307,200.00	$69.00	$264,960.00	$70.00	$268,800.00	$104.00	$399,360.00
26	SCHEDULE A - CIVIL WORK	SWPP Preparation and Implementation	LS	1	$10,000.00	$10,000.00	$8,000.00	$8,000.00	$68,000.00	$68,000.00	$7,500.00	$7,500.00	$25,000.00	$25,000.00	$50,000.00	$50,000.00	$15,000.00	$15,000.00
27	SCHEDULE A - CIVIL WORK	Repair Catch Basin Allowance	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
					Subtotal	$2,356,413.50		$2,539,666.00		$2,685,908.00		$2,668,115.00		$2,802,507.50		$2,596,520.00		$3,017,513.00

Item Num	Section	Description	Unit of Measure	Quantity	All American Asphalt - Unit Price	All American Asphalt - Line Total	SULLY-MILLER CONTRACTING COMPANY - Unit Price	SULLY-MILLER CONTRACTING COMPANY - Line Total	PALP - Unit Price	PALP - Line Total	R.J. Noble Company - Unit Price	R.J. Noble Company - Line Total	Sequel Contractors, Inc. - Unit Price	Sequel Contractors, Inc. - Line Total	Gentry Brothers, Inc. - Unit Price	Gentry Brothers, Inc. - Line Total	Griffith Company - Unit Price	Griffith Company - Line Total
28	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Trenching	LF	5500	$20.00	$110,000.00	$22.00	$121,000.00	$19.00	$104,500.00	$20.00	$110,000.00	$15.00	$82,500.00	$18.45	$101,475.00	$24.00	$132,000.00
29	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Furnish and install 4" Power Conduit per plans	LF	11000	$8.25	$90,750.00	$9.40	$103,400.00	$8.00	$88,000.00	$8.50	$93,500.00	$6.00	$66,000.00	$13.53	$148,830.00	$10.00	$110,000.00
30	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Furnish and install 4" Fiber Optics Conduit per plan	LF	10000	$8.25	$82,500.00	$9.40	$94,000.00	$8.00	$80,000.00	$8.50	$85,000.00	$6.00	$60,000.00	$13.53	$135,300.00	$10.00	$100,000.00
31	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Construct concrete slurry for proposed conduits per Section "A-A" on Sheet No. 17 of 20	LF	300	$17.50	$5,250.00	$20.00	$6,000.00	$17.00	$5,100.00	$18.00	$5,400.00	$20.00	$6,000.00	$29.52	$8,856.00	$20.50	$6,150.00
32	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Construct concrete slurry for proposed conduits per Section "B-B" on Sheet No. 17 of 20	LF	5200	$19.00	$98,800.00	$21.00	$109,200.00	$18.00	$93,600.00	$19.00	$98,800.00	$15.00	$78,000.00	$34.44	$179,088.00	$22.00	$114,400.00
33	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Furnish and install Precast 3'X5'X4' Pull Boxes Jenson Cat #K3660-DP48-17TSA or equal	LF	6	$7,800.00	$46,800.00	$8,830.00	$52,980.00	$8,000.00	$48,000.00	$8,000.00	$48,000.00	$7,000.00	$42,000.00	$12,669.00	$76,014.00	$9,065.00	$54,390.00
34	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Furnish and install Precast 4'X66X4" Pull Boxes Jenson Cat #K466-FP60-31PSA or equal	LF	2	$8,800.00	$17,600.00	$10,000.00	$20,000.00	$9,000.00	$18,000.00	$9,000.00	$18,000.00	$8,000.00	$16,000.00	$16,605.00	$33,210.00	$10,270.00	$20,540.00
35	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Furnish and install Precast 48" x 54" pad with 2' x 3' hand hole Jenson Model #PD4854-T4-17B or equal	EA	2	$1,100.00	$2,200.00	$1,177.00	$2,354.00	$1,000.00	$2,000.00	$1,000.00	$2,000.00	$1,000.00	$2,000.00	$5,781.00	$11,562.00	$1,210.00	$2,420.00
36	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Service Pedestal Foundation ONLY for Myers Service Pedestal 16" x 17" x 48" Model #MEUGQ-M100C/M200 C/SS Enclosure 3R	EA	2	$4,200.00	$8,400.00	$4,700.00	$9,400.00	$4,000.00	$8,000.00	$4,200.00	$8,400.00	$4,000.00	$8,000.00	$1,414.50	$2,829.00	$4,835.00	$9,670.00
37	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Contingency for unforeseen conditions	LS	1	$235,000.00	$235,000.00	$235,000.00	$235,000.00	$235,000.00	$235,000.00	$235,000.00	$235,000.00	$235,000.00	$235,000.00	$235,000.00	$235,000.00	$235,000.00	$235,000.00
					Subtotal	$697,300.00		$753,334.00		$682,200.00		$704,100.00		$595,500.00		$932,164.00		$784,570.00
					Total	**$3,053,713.50**		**$3,293,000.00**		**$3,368,108.00**		**$3,372,215.00**		**$3,398,007.50**		**$3,528,684.00**		**$3,802,083.00**

EXHIBIT B

Bid Schedule Packet (Page A-12 and Pages C-4R through C-12)

[Attached]

Bond No. 08597423
Bid Date: 10/02/2019

BID BOND

PROJECT NO. 433
ARENTH AVENUE RECONSTRUCTION FROM ANAHEIM-PUENTE ROAD TO PHILLIPS DRIVE
CONTRACT NO. CITY-1433

KNOW ALL MEN BY THESE PRESENTS that we All American Asphalt as BIDDER, and Fidelity and Deposit Company of Maryland, a corporation organized and existing under the laws of the State of Illinois, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Industry ("CITY"), in the penal sum of Ten Percent of Total Amount Bid----- [IN WORDS] dollars ($ 10% of Bid), which is 10 percent of the total amount bid by BIDDER to CITY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 30th day of September, 2019.

BIDDER:	**SURETY:**
Name: All American Asphalt	Name: Fidelity and Deposit Company of Maryland
Address: 400 East Sixth Street	Address: 777 S. Figueroa Street, Suite 3900
Corona, CA 92879	Los Angeles, CA 90017
By: EDWARD J. CARLSON	By: Rebecca Haas-Bates
Signature:	Signature:
Type Name and Title: EDWARD J. CARLSON, VICE PRESIDENT	Type Name and Title: Rebecca Haas-Bates, Attorney-in-Fact

Note:

- **All signatures must be acknowledged before a Notary Public.**
- **If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

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

State of California

County of Riverside

On October 1, 2019 (Date) before me, B. Royster, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (Name(s) of Signer(s)),

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

B. ROYSTER
Notary Public - California
Riverside County
Commission # 2260352
My Comm. Expires Oct 26, 2022

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

WITNESS my hand and official seal.

Signature B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond – City of Industry

Document Date: September 30, 2019 Number of Pages: 3

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Edward J. Carlson
- ☐ Individual
- X Corporate Officer — Title(s): Vice President
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other:

Signer is Representing: All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On 09/30/2019 before me, Liliana Gomez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

LILIANA GOMEZ
Notary Public - California
Orange County
Commission # 2243326
My Comm. Expires May 20, 2022

Signature Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 09/30/2019
Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): ____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____
Signer Is Representing: Fidelity and Deposit Company of Maryland

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

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of September, 2019.

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Shading Indicates Items Revised in Addendum No. 2

PLEASE NOTE THAT UNIT PRICES SHALL ONLY BE ENTERED ONLINE WITHIN THE PLANETBIDS™ SOFTWARE. BID SCHEDULE PAGES C-4 THROUGH C-11 ARE REQUIRED TO BE SUBMITTED AS A PDF UPLOAD VIA PLANETBIDS PER CHECKLIST ON PAGE B-7.

SECTION C

BID SCHEDULE

FOR

CITY OF INDUSTRY
PROJECT NO. 433

ARENTH AVENUE RECONSTRUCTION FROM ANAHEIM-PUENTE ROAD TO PHILLIPS DRIVE

CONTRACT NO. CITY-1433

BIDDER: ALL AMERICAN ASPHALT

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

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
SCHEDULE A – CIVIL WORK					
1.	Clearing and Grubbing	1	LS	[redacted]	
2.	Existing AC Pavement removal to be used as Recycled AC Pavement	6,900	TON		
3.	Cold Central Plant Recycled AC Pavement (CCPRACP) – 6.5 inches thick	6,900	TON		
4.	Emulsified Recycling Agent	210	TON		
5.	Cement Stabilized Pulverized Subgrade (CSPS) – 20 inches thick	18,600	SY		
6.	Portland Cement for CSPS	1,050	TON		
7.	Portland Cement for CCPRACP	34	TON		
8.	Saw Cut and Remove Curb and Gutter Including Base	1,200	LF		
9.	Unclassified Excavation (Aggregate Base for reuse)	1,160	CY		
10.	Unclassified Excavation Export including overexcavation (Surplus Dirt for Dispose)	1,890	CY		
11.	6" Engineered Fill	945	CY		
~~12.~~	~~Construct AC Pavement~~	~~3,800~~	~~TON~~		

Shading Indicates Items Revised in Addendum No. 2

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
12.	Construct Aggregate Base per CALTRANS Class II Specifications	1,350	CY		
13.	Install GEOGRID Material (TX-8 or equal)	5,600	SY		
14.	Construct 10.5" Jointed Plain Concrete Pavement	49,990	SF		
15.	Construct A2 curb and gutter per City Standard Plan 112, including Caltrans Class II base	1,150	LF		
16.	Adjust existing CSD Sewer Manhole to Grade per District Procedure	11	EA		
17.	Adjust existing Water Valve and Cover to Grade	5	EA		
18.	Furnish & Install Connector Pipe Screen (CPS) per Project Specifications	4	EA		
19.	Furnish & Install Automatic Retractable Screen (ARS) per Project Specifications	1	EA		
20.	Coldmill 2" AC Pavement	6,800	SF		
21.	Remove and Replace Catch Basin Face Plate Assembly per SPPWC Standard Plan 310-3 (Type-A)	2	EA		
22.	Remove AC Pavement from the Top of Gutter and Protect Gutter Surface	1,650	LF		
23.	Construct PCC Driveway per SSPWC Standard Plan No. 110-2 (Type-B) including Caltrans Class II base and per Detail "A" on Sheet No. 2	2,270	SF		
24.	Construct 2 sack concrete slurry per Detail 2 on Sheet No. 2 of 20	50	CY		
25.	Construct AC Pavement	3,840	TON		
26.	SWPP Preparation and Implementation	1	LS		
27.	Repair Catch Basin Allowance	1	LS	$5,000.00	
SCHEDULE B – ELECTRICAL AND FIBER OPTIC WORK					
28.	Trenching	5,500	LF		
29.	Furnish and install 4" Power Conduit per plans	11,000	LF		
30.	Furnish and install 4" Fiber Optics Conduit per plan	10,000	LF		
31.	Construct concrete slurry for proposed conduits per Section "A-A" on Sheet No. 17 of 20	300	LF		
32.	Construct concrete slurry for proposed conduits per Section "B-B" on Sheet No. 17 of 20	5,200	LF		
33.	Furnish and install Precast 3'X5'X4' Pull Boxes Jenson Cat #K3660-DP48-17TSA or equal	6	EA		

Shading Indicates Items Revised in Addendum No. 2

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
34.	Furnish and install Precast 4'X66X4" Pull Boxes Jenson Cat #K466-FP60-31PSA or equal	2	EA		
35.	Furnish and install Precast 48" x 54" pad with 2' x 3' hand hole Jenson Model #PD4854-T4-17B or equal	2	EA		
36.	Service Pedestal Foundation **only** for Myers Service Pedestal 16" x 17" x 48" Model #MEUGQ-M100C/M200 C/SS Enclosure 3R	2	EA		
37.	Contingency for unforeseen conditions	1	LS	$235,000.00	
				GRAND TOTAL	

I hereby certify that on OCT 1, 2019, GORDON KLINE, PROJ. MGR.
(Print Name)
examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in this Bid Schedule.

By:

ALL AMERICAN ASPHALT
CONTRACTOR NAME

publicworks@allamericanasphalt.com
EMAIL ADDRESS

1000001051
DIR #

EDWARD J. CARLSON, V.P.
PRINT NAME

SIGNATURE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

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

State of California

County of Riverside

On October 1, 2019 (Date) before me, B. Royster, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (Name(s) of Signer(s)),

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

B. ROYSTER
Notary Public - California
Riverside County
Commission # 2260352
My Comm. Expires Oct 26, 2022

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

WITNESS my hand and official seal.

Signature B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Schedule – City of Industry

Document Date: October 1, 2019 Number of Pages: 3

Signer(s) Other Than Named Above: None

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Edward J. Carlson
- ☐ Individual
- X Corporate Officer — Title(s): Vice President
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other:

Signer is Representing: All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

BID RESULTS

CITY OF INDUSTRY
PROJECT NO. 433

ARENTH AVENUE RECONSTRUCTION FROM ANAHEIM-PUENTE ROAD TO PHILLIPS DRIVE

CONTRACT NO. CITY-1433

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

BIDDER'S INFORMATION SHEET

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

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

_____ (Initials) 1. I will provide securities in lieu of monies to be withheld to ensure performance under the contract as per Section D63, General Provisions.

_____ (Initials) 2. I will not provide securities in lieu of monies to ensure performance under the contract.

The undersigned, as bidder, declares as follows:

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

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforenamed principals this 1ST day of OCTOBER, 2019.

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

ALL AMERICAN ASPHALT Bidder	Signature
P.O. BOX 2229 Mailing Address	EDWARD J. CARLSON Print Name
CORONA, CA 92878 City/State/Zip	VICE PRESIDENT Title
(951) 736-7600 Telephone	#267073 A, C-12 License No./Class
(951) 736-7646 Fax	1-31-20 Expiration Date

Underline one of the following: The Bidder is a (Partnership)/(Corporation)/(Individual).

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

ALL AMERICAN ASPHALT - CORP.
MARK LUEL - PRESIDENT
EDWARD J. CARLSON - VICE PRES.
MICHAEL FARKAS, SECRETARY

AFFIX CORPORATE SEAL

Note:

- **All signatures must be acknowledged before a Notary Public.**
- **If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

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

State of California

County of Riverside

On October 1, 2019 (Date) before me, B. Royster, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (Name(s) of Signer(s)),

B. ROYSTER
Notary Public - California
Riverside County
Commission # 2260352
My Comm. Expires Oct 26, 2022

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

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

WITNESS my hand and official seal.

Signature B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bidder's Information Sheet – City of Industry

Document Date: October 1, 2019 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Edward J. Carlson
- ☐ Individual
- X Corporate Officer — Title(s): Vice President
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other:

Signer is Representing: All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
RIVERSIDE)
COUNTY OF ~~LOS ANGELES~~)

CITY OF INDUSTRY
PROJECT NO. 433

ARENTH AVENUE RECONSTRUCTION FROM ANAHEIM-PUENTE ROAD TO PHILLIPS DRIVE

CONTRACT NO. CITY-1433

EDWARD J. CARLSON, being first duly sworn, deposes and says that
Name

he ~~or she~~ is VICE PRESIDENT, of ALL AMERICAN ASPHALT
Title Name of Firm

#267073 A, C-12
License Number Classification

1-31-20
Expiration Date

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

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

OCTOBER 1, 2019
DATE

SIGNATURE EDWARD J. CARLSON, V.P.

CALIFORNIA JURAT **GOV CODE § 8202**

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

State of California

County of Riverside

B. ROYSTER
Notary Public - California
Riverside County
Commission # 2260352
My Comm. Expires Oct 26, 2022

Subscribed and sworn to (or affirmed) before me on this 1st (Date) day of October (Month), 2019,

By (1) Edward J. Carlson (Name of Signer),

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

Signature B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document Contractor's License Affidavit

Document Date: 10-1-19 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER	RIGHT THUMBPRINT OF SIGNER
Top of thumb here	Top of thumb here

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 433

ARENTH AVENUE RECONSTRUCTION FROM ANAHEIM-PUENTE ROAD TO PHILLIPS DRIVE

CONTRACT NO. CITY-1433

ALL AMERICAN ASPHALT certifies that:
Bidder

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

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

Signature of Authorized EDWARD J. CARLSON, V.P.
Representative of Bidder

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

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

State of California

County of Riverside

On October 1, 2019 (Date) before me, B. Royster, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (Name(s) of Signer(s)),

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

B. ROYSTER
Notary Public - California
Riverside County
Commission # 2260352
My Comm. Expires Oct 26, 2022

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

WITNESS my hand and official seal.

Signature B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bidder's List of Construction Trades – City of Industry

Document Date: October 1, 2019 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Edward J. Carlson
- ☐ Individual
- X Corporate Officer — Title(s): Vice President
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other:

Signer is Representing: All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 433

ARENTH AVENUE RECONSTRUCTION FROM ANAHEIM-PUENTE ROAD TO PHILLIPS DRIVE

CONTRACT NO. CITY-1433

CONTRACTOR: ALL AMERICAN ASPHALT

BUSINESS ADDRESS: P.O. Box 2229
CORONA, CA 92878

In submitting this bid for the project:

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

I do hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at CORONA California, this 1ST day of OCTOBER, 2019

SIGNATURE EDWARD J. CARLSON, V.P.

CALIFORNIA JURAT **GOV CODE § 8202**

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 1st (Date) day of October (Month), 2019,

By (1) Edward J. Carlson (Name of Signer),

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

B. ROYSTER
Notary Public - California
Riverside County
Commission # 2260352
My Comm. Expires Oct 26, 2022

Signature B. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document Non-Collusion Declaration

Document Date: 10-1-19 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER	RIGHT THUMBPRINT OF SIGNER
Top of thumb here	Top of thumb here

SUBCONTRACTORS LISTING
CITY OF INDUSTRY
PROJECT NO. 433

ARENTH AVENUE RECONSTRUCTION FROM ANAHEIM-PUENTE ROAD TO PHILLIPS DRIVE

CONTRACT NO. CITY-1433

(See Paragraph 14 - Instructions to Bidders)

- Please note that subcontractors are to be submitted online only using the PlanetBids™ software – please attached list of subcontractors if applicable.

CITY OF INDUSTRY
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

ADDENDUM NO. 2
TO THE CONTRACT DOCUMENTS FOR:

CITY OF INDUSTRY
CONTRACT NO. CITY-1433

ARENTH AVENUE RECONSTRUCTION FROM ANAHEIM-PUENTE ROAD TO PHILLIPS DRIVE

September 27, 2019

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

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

All other terms and conditions remain unchanged.

ADDENDUM NO. 2 CONTENTS

I. SPECIFICATIONS

****

I. SPECIFICATIONS

1. **SECTION C, BID SCHEDULE, PAGES C-4, C-5 & C-6,** replace with the attached pages C-4R, C-5R and C-6R; The Planetbids bid schedule has been revised as well as the "Bid Package For Upload". Please use both the revised "Bid Package For Upload" and the online digital bid schedule for submitting bids.

*** * * END OF ADDNDUM NO. 2 * * ***

CITY OF INDUSTRY
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS FOR:

CITY OF INDUSTRY
CONTRACT NO. CITY-1433

ARENTH AVENUE RECONSTRUCTION FROM ANAHEIM-PUENTE ROAD TO PHILLIPS DRIVE

September 23, 2019

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

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

All other terms and conditions remain unchanged.

ADDENDUM NO. 1 CONTENTS

I. SPECIFICATIONS
II. QUESTIONS AND ANSWERS: PLANETBIDS QUESTIONS AND ANSWERS

****

I. SPECIFICATIONS

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

   Attachment 6 – Traffic Control Phasing Exhibit

2. **SECTION E, SPECIAL PROVISIONS, PAGE E-6, ITEM NO. 5, TRAFFIC CONTROL,** add the following as subsections C5 and C6:

   5. The Contractor is allowed to close Phase 1, 2 and 3 one phase at a time with 2 weeks of notice to the City Engineer. Phase 4 and 5 shall be maintained per the subsection 5C (1 to 4) requirements. See Attachment 6 – Traffic Control Phasing Exhibit as part of this Addendum No. 1.

   6. The concrete driveways and curb and gutters at the driveways shall be opened to traffic within 10 hours and the concrete strength shall attain a minimum of

2,500 psi within 10 hours. Fly ash and calcium chloride shall not be used. Due to ongoing business activities, the Contractor shall maintain a portion of the driveway(s) to remain open to two-way traffic per subsection 5C (1 and 2) for the duration of construction activities in Phases 4 and 5.

II. QUESTIONS AND ANSWERS: PLANETBIDS QUESTIONS AND ANSWERS

1. **Q. If a bid bond is used does the original bid bond need to be delivered to the City by the bid closing time?**

   A. No. A scanned PDF of a bid bond will be acceptable through PlanetBids™. See page A-2 for detailed explanation.

2. **Q. On page A-4 of the bid documents, there is an insurance requirement for "Completed Operations Coverage." Per the requirement the Contractor shall extend coverage a minimum of ten years after project completions. For public works project, there is a standard 1 year warranty period. Is the intent of the above mentioned insurance requirement to extend the warranty period to ten years? What will the Contractor be liable for over the ten year course of this policy? Is this coverage absolutely necessary for the project and does it have a clear purpose? Please explain, and would the City consider removing the requirement since this is not a standard insurance requirement for public work projects.?**

   A. Completed Operation coverage is a liability requirement that the Contractor holds on the general insurance. For the explanation of one year warranty, see Section D, subsection 58 Maintenance and Guarantee on page D-19.

3. **Q. Prop 2-4 Fiber Optic conduits; when on top of the electric conduits are they to be encased with red dyed concrete or separated with sand for the electric conduit?**

   A. Complete duct package of power and fiber optics shall be encased with red dyed concrete.

*** * * END OF ADDNDUM NO. 1 * * ***

Bid Results for Project Arenth Avenue Reconstruction from Anaheim-Puente Road to Phillips Drive (CITY-1433)
Issued on 08/23/2019
Bid Due on October 2, 2019 10:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Quantity	All American Asphalt - Unit Price	All American Asphalt - Line Total
1	SCHEDULE A - CIVIL WORK	Clearing and Grubbing	LS	1	$300,000.00	$300,000.00
2	SCHEDULE A - CIVIL WORK	Existing AC Pavement removal to be used as Recycled AC Pavement	TON	6900	$17.50	$120,750.00
3	SCHEDULE A - CIVIL WORK	Cold Central Plant Recycled AC Pavement (CCPRACP) - 6.5 inches thick	TON	6900	$52.00	$358,800.00
4	SCHEDULE A - CIVIL WORK	Emulsified Recycling Agent	TON	210	$578.00	$121,380.00
5	SCHEDULE A - CIVIL WORK	Cement Stabilized Pulverized Subgrade (CSPS) - 20 inches thick	SY	18600	$10.50	$195,300.00
6	SCHEDULE A - CIVIL WORK	Portland Cement for CSPS	TON	1050	$135.00	$141,750.00
7	SCHEDULE A - CIVIL WORK	Portland Cement for CCPRACP	TON	34	$135.00	$4,590.00
8	SCHEDULE A - CIVIL WORK	Saw Cut and Remove Curb and Gutter Including Base	LF	1200	$17.00	$20,400.00
9	SCHEDULE A - CIVIL WORK	Unclassified Excavation (Aggregate Base for reuse)	CY	1160	$33.00	$38,280.00
10	SCHEDULE A - CIVIL WORK	Unclassified Excavation Export including overexcavation (Surplus Dirt for Dispose)	CY	1890	$27.00	$51,030.00
11	SCHEDULE A - CIVIL WORK	6" Engineered Fill	CY	945	$52.00	$49,140.00
12	SCHEDULE A - CIVIL WORK	Construct Aggregate Base per CALTRANS Class II Specifications	CY	1350	$53.00	$71,550.00
13	SCHEDULE A - CIVIL WORK	Install GEOGRID Material (TX-8 or equal)	SY	5600	$3.25	$18,200.00
14	SCHEDULE A - CIVIL WORK	Construct 10.5" Jointed Plain Concrete Pavement	SF	49990	$8.65	$432,413.50
15	SCHEDULE A - CIVIL WORK	Construct A2 curb and gutter per City Standard Plan 112, including Caltrans Class II base	LF	1150	$20.00	$23,000.00
16	SCHEDULE A - CIVIL WORK	Adjust existing CSD Sewer Manhole to Grade per District Procedure	EA	11	$1,100.00	$12,100.00
17	SCHEDULE A - CIVIL WORK	Adjust existing Water Valve and Cover to Grade	EA	5	$1,000.00	$5,000.00
18	SCHEDULE A - CIVIL WORK	Furnish & Install Connector Pipe Screen (CPS) per Project Specifications	EA	4	$1,000.00	$4,000.00
19	SCHEDULE A - CIVIL WORK	Furnish & Install Automatic Retractable Screen (ARS) per Project Specifications	EA	1	$3,800.00	$3,800.00
20	SCHEDULE A - CIVIL WORK	Coldmill 2" AC Pavement	SF	6800	$0.40	$2,720.00
21	SCHEDULE A - CIVIL WORK	Remove and Replace Catch Basin Face Plate Assembly per SPPWC Standard Plan 310-3 (Type-A)	EA	2	$5,000.00	$10,000.00
22	SCHEDULE A - CIVIL WORK	Remove AC Pavement from the Top of Gutter and Protect Gutter Surface	LF	1650	$1.00	$1,650.00
23	SCHEDULE A - CIVIL WORK	Construct PCC Driveway per SSPWC Standard Plan No. 110-2 (Type-B) including Caltrans Class II base and per Detail "A" on Sheet No. 2	SF	2270	$18.00	$40,860.00
24	SCHEDULE A - CIVIL WORK	Construct 2 sack concrete slurry per Detail 2 on Sheet No. 2 of 20	CY	50	$150.00	$7,500.00
25	SCHEDULE A - CIVIL WORK	Construct AC Pavement	TON	3840	$80.00	$307,200.00
26	SCHEDULE A - CIVIL WORK	SWPP Preparation and Implementation	LS	1	$10,000.00	$10,000.00
27	SCHEDULE A - CIVIL WORK	Repair Catch Basin Allowance	LS	1	$5,000.00	$5,000.00
					Subtotal	$2,356,413.50
28	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Trenching	LF	5500	$20.00	$110,000.00
29	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Furnish and install 4" Power Conduit per plans	LF	11000	$8.25	$90,750.00
30	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Furnish and install 4" Fiber Optics Conduit per plan	LF	10000	$8.25	$82,500.00
31	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Construct concrete slurry for proposed conduits per Section "A-A" on Sheet No. 17 of 20	LF	300	$17.50	$5,250.00
32	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Construct concrete slurry for proposed conduits per Section "B-B" on Sheet No. 17 of 20	LF	5200	$19.00	$98,800.00
33	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Furnish and install Precast 3'X5'X4' Pull Boxes Jenson Cat #K3660-DP48-17TSA or equal	LF	6	$7,800.00	$46,800.00
34	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Furnish and install Precast 4'X66X4" Pull Boxes Jenson Cat #K466-FP60-31PSA or equal	LF	2	$8,800.00	$17,600.00
35	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Furnish and install Precast 48" x 54" pad with 2' x 3' hand hole Jenson Model #PD4854-T4-17B or equal	EA	2	$1,100.00	$2,200.00
36	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Service Pedestal Foundation ONLY for Myers Service Pedestal 16" x 17" x 48" Model #MEUGQ-M100C/M200 C/SS Enclosure 3R	EA	2	$4,200.00	$8,400.00
37	SCHEDULE B - ELECTRICAL AND FIBER OPTIC WORK	Contingency for unforeseen conditions	LS	1	$235,000.00	$235,000.00
					Subtotal	$697,300.00
					Total	**$3,053,713.50**

EXHIBIT C

Contractor's State of California and Department of Industrial relations License Detail

[Attached]

Contractor's License Detail for License # 267073

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

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 10/14/2019 11:13:09 AM

Business Information

ALL AMERICAN ASPHALT
P O BOX 2229
CORONA, CA 92878
Business Phone Number:(951) 736-7600

Entity Corporation
Issue Date 01/19/1971
Expire Date **01/31/2020**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING CONTRACTOR
- C12 - EARTHWORK AND PAVING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.
Bond Number: 08727441
Bond Amount: $15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **LPM7627119** for MARK ALBERT LUER in the amount of **$12,500** with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.
Effective Date: 12/30/2011
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY
Policy Number:WC593205706
Effective Date: 08/01/2019
Expire Date: 08/01/2020
Workers' Compensation History

Other

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

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000001051		7/1/2019	6/30/2020	Active	PO BOX 2229 CORONA United States of America 92878		Parking/Highway/Improvement

EXHIBIT D

Notice of Exemption

[Attached]

NOTICE OF EXEMPTION

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

From: City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

Project Title: Arenth Avenue Reconstruction from Anaheim-Puente Road to Phillips Drive

Project Location - Specific: Arenth Avenue from Anaheim-Puente Road to Phillips Drive, City of Industry, California

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

Description of Project: Primarily of the removal of existing asphalt concrete pavement, and aggregate base and replacing with recycled asphalt concrete pavement and PCC pavement. The work also includes the repair of existing PCC curb and gutter, coldmill and overlay asphalt pavement; installation of conduits and pull boxes.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project:

Exempt Status: *(check one)*

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☑ Categorical Exemption. *State type and section number:* 15301 Class 1

☐ Statutory Exemptions. *State code number:*

Reasons why project is exempt: Section 15301 Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use. Section (c) exempts existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety). This project involves no expansion of an existing use and does not increase capacity. The project is a street reconstruction project which is the removal of existing asphalt concrete pavement and replacing with recycled asphalt concrete pavement and Portland cement concrete. The approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. Based on these findings, the City Council adopts the Notice of Exemption and directs staff to file same as required by law.

Lead Agency

Contact Person: Joshua Nelson

Telephone: (626) 333-2211

Signature: _____

Date: October 24, 2019

Title: City Engineer

CITY COUNCIL

ITEM NO. 6.11

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, City Engineer JN
Gerardo Perez, Project Manager, CNC Engineering

DATE: October 24, 2019

SUBJECT: Consideration of Change Order Nos. 4, 5, 6, 7, 8 and 9 for Design-Build Services for Emergency Standby Power Generator at City Hall (Project No. CIP-CC-18-003-B) with MasTek, Inc. (Contract No. 2017-1004)

Background:

On October 12, 2017, the City Council awarded Contract No. 2017-1004, for Design-Build Services for an Emergency Standby Power Generator at City Hall (Project No. CIP-CC-18-003-B) including the Industry Manufacturer's Council building, located at 15651 Stafford Street, City of Industry, CA, in the amount of $361,930.00 to MasTek, Inc. This project consisted of preliminary engineering, a detailed design package including plans and specifications, procurement and installation of an emergency standby power generator, automatic transfer switches, and associated equipment and cabling.

Discussion:

After the project was awarded, the Contractor incurred costs which were not originally anticipated in the scope of work and contract.

On July 26, 2018, the City Council approved the following change order in the amount of **$82,301.50**:

- **Change Order No. 1**: Costs in the amount of $82,301.50 were approved for installation of automatic transfer switches in the generator enclosure, including conduits and additional cabling.

On January 24, 2019, the City Council approved the following change orders in the amount of $26,188.26;

- **Change Order No. 2**: – Costs in the amount of $12,688.26 for placing and compacting crushed aggregate base in the trench instead of slurry, use of City of

Industry Disposal, repairs to a street light conduit which was mismarked, and reimbursement for SCAQMD and Building and Safety fees.

- **Change Order No. 3**: – Cost in the amount of $13,500.00 for performing an Arc Flash report, including installation of labeling.

As of October 4, 2019, the City Engineer has reviewed the following change orders for completeness and accuracy as to the materials and labor included:

- **Change Order No. 4**: – Reference is made to Change Order No. 1 in which the automatic transfer switches were installed inside the generator enclosure. The cost under Change Order No. 1 was based on the approved plans by Building and Safety. During the installation of the generator, IPUC staff noticed and requested that two neutral cables be installed for each automatic transfer switch. Apparently during the review of the plans by Building and Safety installation of these neutral cables was overlooked.

  These 4 neutral cables were not included in the original change order and the cost to furnish and install these cables totals $31,200.

- **Change Order No. 5**: – During the proposal stage, former City staff did not allow the contractor to open the existing electrical service panels in order for them to determine the configuration. The Contractor was advised that if any additional costs were incurred after the project was awarded a change order would be issued. The Contractor bid included going into the existing panel from the top. However, when they opened the panel there wasn't any room from the top. Therefore, the Contractor had to install a pull box on each side of the panel with additional conduit work in order to run their cable to the existing switchgear. The Contractor submitted a total cost of $21,560.00

- **Change Order No. 6**: – The same situation occurred in the Industry Manufacturers Council (IMC) service panel. After the Contractor opened the existing panels, they realized that there was not enough room to run the conduit and cable to connect to the existing switch gear. The Contractor had to core through the wall, install a junction box and make the connection outside the electrical room. The cost totals $10,060.00.

- **Change Order No. 7**: – Reference is made to Change Order No. 5 above, when the service panel at City Hall was opened, it was disclosed that the inside of the panel the main buss were corroded and required repair and replacement. The cost to perform this work $8,800.00.

- **Change Order No. 8**: – Startup, testing and training were originally going to be performed on a week day. However, to avoid disruption to City Hall, the Contractor was asked to perform this work on a weekend. The contractor submitted a premium cost of $1,300.00 for the weekend work.

- **Change Order No. 9**: – During installation of the electrical equipment in the IMC electrical room, the Contractor found that the wall space in the room was limited and found it difficult to accommodate all the new equipment. The Contractor proceeded to install the safety switch directly above the new transformer which was not approved by Building and Safety. Therefore, the Contractor moved the safety switch outside the electrical. The cost to perform this work is $6,740.00.

Table 1 - Summary of Extra Costs

Contract Amount	$361,930.00
Change Order No. 1	$82,301.50
Change Order No. 2	$12,688.26
Change Order No. 3	$13,500.00
Change Order No. 4	$31,200.00
Change Order No. 5	$21,560.00
Change Order No. 6	$10,060.00
Change Order No. 7	$8,800.00
Change Order No. 8	$1,300.00
Change Order No. 9	$6,740.00
Revised Project Cost	**$550,079.76**

Table 2 – Summary of Approved Construction Budget Amount

Base Bid (MasTek, Inc.)	$361,930.00
Contingency Allowance	$36,193.00
Appropriation approved on July 26, 2018	$43,708.50
Appropriation approved on January 24, 2019	$28,588.26
Total Original Project Budget	**$470,419.76**

The revised contract amount including Change Order Nos. 1-9 totals $550,079.76. On October 12, 2017, the City Council appropriated $398,123.00 for this contract and on July 26, 2018 appropriated $43,708.50 for Change Order No. 1. On January 24, 2019, the City Council appropriated $28,588.26 for Change Orders Nos. 2 and 3. The difference in

cost between the revised contract amount of $550,079.76 and the updated approved construction budget of $470,419.76 is $79,660.00. An additional appropriation in the amount of $79,660.00 is necessary and will be appropriated from the 2015 Sales Tax Bond Proceeds.

Fiscal Impact:

The proposed change orders require an appropriation of $79,660.00 from 2015 Sales Tax Bond Proceeds to City Capital Improvements – City Electric Improvements – Construction Costs (Account No. 120.718.5205).

Recommendations:

1.) Approve Change Order No. 4 in the amount of $31,200.00 and authorize the Mayor to execute the approved change order; and

2.) Approve Change Order No. 5 in the amount of $21,560.00 and authorize the Mayor to execute the approved change order; and

3.) Approve Change Order No. 6 in the amount of $10,060.00 and authorize the Mayor to execute the approved change order; and

4.) Approve Change Order No. 7 in the amount of $8,800.00 and authorize the Mayor to execute the approved change order; and

5.) Approve Change Order No. 8 in the amount of $1,300.00 and authorize the Mayor to execute the approved change order; and

6.) Approve Change Order No. 9 in the amount of $6,740.00 and authorize the Mayor to execute the approved change order; and

7.) Appropriate $79,660.00 from 2015 Sales Tax Bond Proceeds to City Capital Improvements – City Electric Improvements – Construction Costs (Account No. 120.718.5205).

Exhibits:

A. MasTek, Inc., Change Order No. 4 dated October 24, 2019

B. MasTek, Inc., Change Order No. 5 dated October 24, 2019

C. MasTek, Inc., Change Order No. 6 dated October 24, 2019

D. MasTek, Inc., Change Order No. 7 dated October 24, 2019

E. MasTek, Inc., Change Order No. 8 dated October 24, 2019

F. MasTek, Inc., Change Order No. 9 dated October 24, 2019

TH/JN/GP

EXHIBIT A

MasTek Inc., Change Order No. 4 dated October 24, 2019

[Attached]

CITY OF INDUSTRY
15651 E. Stafford St.
City of Industry, CA 91744
(626)333-2211

CHANGE ORDER

Change Order No. 4

Project Design-Build Services for an Emergency Standby Generator @ CH **Contract No.** 2017-1004 **Date** October 24, 2019

Type Project Electrical Emergency Generator **Contractor** MasTek, Inc.

Location City Hall Administration Offices and IMC

Explanation:

As part of relocating both automatic transfer switches to the generator enclosure, two neutral cables each are required by Building and Safety. These were overlooked during the plan check phase and were not included in the cost for Change Order No. 1

Extra Work by: _____ Contract Items X Negotiated _____ T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS ($) +	-
1	Install 2 neutral cables for each ATS for a total of 4 neutral cables	1	LS	$31,200.00	
			TOTAL COST	**$31,200.00**	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		**Sub-Total**	$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount $ 361,930.00		**Total T & M**	$ -
Total Previous Change Orders $ 108,489.70	29.98%		
Total Change Orders $ 139,689.70	38.60%	**Pay This CHANGE ORDER**	**$31,200.00** 8.62%

Authorized by_____ Additional Contract Days 20

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

10/11/19
Contractor Representative Date

Troy Helling - City Manager Date

10-14-19
Joshua Nelson - Contract City Engineer Date

Gerardo Perez, Project Manager Date

Change Order Form - 004

MASTEK
INFORMATION IS POWER

PROJECT NAME:	PROJECT NUMBER:
City of Industry - Contract No. 2017-1004 - Design-Build Services for Emergency Power Generator at City of Industry City Hall	2017-1004
CONTRACTOR NAME: MasTek, Inc.	**COUNTY:** Los Angeles

ITEM NO.	DESCRIPTION OF BID ITEM	QUANTITIES			UNIT	UNIT PRICE	COST ADJUSTMENT
		AS BID	FINAL	NET CHANGE			
1	Request for two neutral cable install Generator to City Hall Building. Not part of the original change order. Original cost for this change order $18,120 Agreed amount $15,600				1	$15,600.00	$15,600.00
2	Request for two neutral cable install Generator to City Hall Building. Not part of the original change order Original cost for this change order $18,120 Agreed amount $15,600				1	$15,600.00	$15,600.00

ITEM NO.	DESCRIPTION OF SUPPLEMENTAL ITEM	QUANTITY	UNIT	UNIT PRICE	COST
	Total Cost of Change(s)				$31,200.00

EXPLANATION OF CHANGES

Neutral cables install requested by City of Industry Engineer, total of 4 cable installed from generator to city hall building electrical room. Neutral bus work, install neutral bus bars and lugs in corresponding cabinets/locations and connections.

SIGNATURES

I have reviewed the quantity and/or unit price changes shown above and agree with the changes. 9/23/2019	*I certify that I have reviewed the quantity and/or unit price changes shown above and approve the changes.*
CONTRACTOR SIGNATURE DATE	ENGINEER or ENGINEER'S REPRESENTATIVE SIGNATURE DATE

EXHIBIT B

MasTek Inc., Change Order No. 5 dated October 24, 2019

Attached]

CITY OF INDUSTRY
15651 E. Stafford St.
City of Industry, CA 91744
(626)333-2211

CHANGE ORDER

Change Order No. 5

Project Design-Build Services for an Emergency Standby Generator @ CH **Contract No.** 2017-1004 **Date** October 24, 2019

Type Project Electrical Emergency Generator **Contractor** MasTek, Inc.

Location City Hall Administration Offices and IMC

Explanation:

During the bidding stage, the contractor was not allowed to open the electrical service panels. After installation began, the Contractor found that the could not go through the top of the panel. Therefore, the Contractor had to install pull boxes on the side of the electrical panels including additional conduit.

Extra Work by: _____ Contract Items | X Negotiated | _____ T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS ($) +	-
1	Install pull boxes on the side of the panel including additional conduit	1	LS	$21,560.00	
			TOTAL COST	**$21,560.00**	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		**Sub-Total**	$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount $ 361,930.00		**Total T & M**	$ -
Total Previous Change Orders $ 139,689.76	38.60%		
Total Change Orders $ 161,249.76	44.55%	**Pay This CHANGE ORDER**	**$21,560.00** 5.96%

Authorized by_____ Additional Contract Days 20

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Contractor Representative 10/11/19 Date

Joshua Nelson - Contract City Engineer Date

Troy Helling - City Manager Date

Gerardo Perez, Project Manager 10-14-19 Date

Change Order Form - 005

MASTEK
INFORMATION IS POWER

PROJECT NAME:	PROJECT NUMBER:
City of Industry - Contract No. 2017-1004 - Design-Build Services for Emergency Power Generator at City of Industry City Hall	2017-1004
CONTRACTOR NAME: MasTek, Inc.	**COUNTY:** Los Angeles

ITEM NO.	DESCRIPTION OF BID ITEM	QUANTITIES			UNIT	UNIT PRICE	COST ADJUSTMENT
		AS BID	FINAL	NET CHANGE			
1	2/26/2019 Re-routing of point connections at City Hall Switchgear to accommodate for new 4" emergency conduit. Material cost included				1	$7,640.00	$7,640.00
2	2/27/2019 Re-routing of point connections at City Hall Switchgear to accommodate for new 4" emergency conduit.				1	$4,640.00	$4,640.00
3	2/28/2019 Re-routing of point connections at City Hall Switchgear to accommodate for new 4" emergency conduit.				1	$4,640.00	$4,640.00
4	3/2/2019 Re-routing of point connections at City Hall Switchgear Disconnect existing conduit to re-configure point of connection and re-connect Saturday outage required.				1	$4,640.00	$4,640.00

ITEM NO.	DESCRIPTION OF SUPPLEMENTAL ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				Total Cost of Change(s)	$21,560.00

EXPLANATION OF CHANGES

No Switchgear configuration drawings initially provided; access was not provided to investigate panel configuration prior to design build estimate, city of industry advised if changes were needed to re-configure the panel, at that time a discussion for a change order would be addressed. Reconfiguration of existing conduit to accommodate new 4" required four days along with a Saturday outage to disconnect power and re-connect once conduit was installed.

SIGNATURES

I have reviewed the quantity and/or unit price changes shown above and agree with the changes.	*I certify that I have reviewed the quantity and/or unit price changes shown above and approve the changes.*
9/23/2019	
CONTRACTOR SIGNATURE DATE	ENGINEER or ENGINEER'S REPRESENTATIVE SIGNATURE DATE

EXHIBIT C

MasTek Inc., Change Order No. 6 dated October 24, 2019

[Attached]

CITY OF INDUSTRY
15651 E. Stafford St.
City of Industry, CA 91744
(626)333-2211

CHANGE ORDER

Change Order No. 6

Project Design-Build Services for an Emergency Standby Generator @ CH **Contract No.** 2017-1004 **Date** October 24, 2019

Type Project Electrical Emergency Generator **Contractor** MasTek, Inc.

Location City Hall Administration Offices and IMC

Explanation:

The service panel at the IMC electrical building also did not have enough space to run the new conduit and cable and had to be installed outside the electrical room in a new junction box

Extra Work by: _____ Contract Items | X Negotiated | _____ T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS ($) +	-
1	Install junction box outside the electrical room	1	LS	$10,060.00	
			TOTAL COST	**$10,060.00**	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		**Sub-Total**	$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount $ 361,930.00		**Total T & M**	$ -
Total Previous Change Orders $ 161,249.76	44.55%		
Total Change Orders $ 171,309.76	47.33%	**Pay This CHANGE ORDER**	**$10,060.00** 2.78%

Authorized by_____ Additional Contract Days 20

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

10/11/19
Contractor Representative Date

Joshua Nelson - Contract City Engineer Date

Troy Helling - City Manager Date

10.14.19
Gerardo Perez, Project Manager Date

Change Order Form - 006

MASTEK
INFORMATION IS POWER

PROJECT NAME:	PROJECT NUMBER:
City of Industry - Contract No. 2017-1004 - Design-Build Services for Emergency Power Generator at City of Industry City Hall	2017-1004
CONTRACTOR NAME: MasTek, Inc.	**COUNTY:** Los Angeles

ITEM NO.	DESCRIPTION OF BID ITEM	QUANTITIES			UNIT	UNIT PRICE	COST ADJUSTMENT
		AS BID	FINAL	NET CHANGE			
1	5/2019 IMC Building Sub-panel install for emergency panels A&D. Conduit reconfiguration, sub-panel installation to outer wall of electrical room. Materials cost included				1	$6,580.00	$6,580.00
2	5/11/2019 IMC Building Sub-panel install for emergency panels A&D Conduit reconfiguration, sub-panel installation to outer wall of electrical room. Saturday outage required.				1	$3,480.00	$3,480.00

ITEM NO.	DESCRIPTION OF SUPPLEMENTAL ITEM	QUANTITY	UNIT	UNIT PRICE	COST
	Total Cost of Change(s) $10,060.00				

EXPLANATION OF CHANGES

No Switchgear configuration drawings initially provided; access was not provided to investigate panel configuration prior to design build estimate. During installation, it was found that there was not enough room to make connections inside switchgear, a new sub-panel would need to be added for emergency breakers A&D. Sub-panel Installation was made on outer wall of electrical room in service hallway.

SIGNATURES

I have reviewed the quantity and/or unit price changes shown above and agree with the changes.	*I certify that I have reviewed the quantity and/or unit price changes shown above and approve the changes.*
9/23/2019	
CONTRACTOR SIGNATURE DATE	ENGINEER or ENGINEER'S REPRESENTATIVE SIGNATURE DATE

EXHIBIT D

MasTek Inc., Change Order No. 7 dated October 24, 2019

[Attached]

CITY OF INDUSTRY
15651 E. Stafford St.
City of Industry, CA 91744
(626)333-2211

CHANGE ORDER

Change Order No. 7

Project Design-Build Services for an Emergency Standby Generator @ CH **Contract No.** 2017-1004 **Date** October 24, 2019

Type Project Electrical Emergency Generator **Contractor** MasTek, Inc.

Location City Hall Administration Offices and IMC

Explanation:

After the Contractor opened the electrical service panel at City Hall, it was disclosed that the existing electrical panel was corroded and rquired repairs

Extra Work by: _____ Contract Items | X Negotiated | _____ T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS ($) +	TOTALS ($) -
1	Repair existing service panel at City Hall	1	LS	$8,800.00	
			TOTAL COST	**$8,800.00**	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		**Sub-Total**	$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount $ 361,930.00		**Total T & M**	$ -
Total Previous Change Orders $ 171,309.76	47.33%		
Total Change Orders $ 180,109.76	49.76%	**Pay This CHANGE ORDER**	**$8,800.00** 2.43%

Authorized by_____ Additional Contract Days 20

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

10/11/19
Contractor Representative Date

Joshua Nelson - Contract City Engineer Date

Troy Helling - City Manager Date

10·14·19
Gerardo Perez, Project Manager Date

Change Order Form - 007

MASTEK
INFORMATION IS POWER

PROJECT NAME:	PROJECT NUMBER:
City of Industry - Contract No. 2017-1004 - Design-Build Services for Emergency Power Generator at City of Industry City Hall	2017-1004
CONTRACTOR NAME: MasTek, Inc.	**COUNTY:** Los Angeles

ITEM NO.	DESCRIPTION OF BID ITEM	QUANTITIES			UNIT	UNIT PRICE	COST ADJUSTMENT
		AS BID	FINAL	NET CHANGE			
1	5/18/2019 City Hall Building electrical room maintenance and repair to main switchgear bus (right side) Saturday outage required. Original cost for this change order $6,140 Agreed amount $4,400				1	$4,400.00	$4,400.00
2	5/25/2019 City Hall Building electrical room maintenance and repair to main switchgear bus (left side) Saturday outage required. Original cost for this change order $6,140 Agreed amount $4,400				1	$4,400.00	$4,400.00

ITEM NO.	DESCRIPTION OF SUPPLEMENTAL ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				Total Cost of Change(s)	$8,800.00

EXPLANATION OF CHANGES

No prior access was provided, as panels were opened to switchgear it was discovered that the switchgear main bus bars and other connection point were corroded. Cable lugs, bus bars etc. cleaning and replacement of equipment was needed prior to making emergency generator connections.

SIGNATURES

I have reviewed the quantity and/or unit price changes shown above and agree with the changes.	*I certify that I have reviewed the quantity and/or unit price changes shown above and approve the changes.*
CONTRACTOR SIGNATURE — DATE 9/23/2019	ENGINEER or ENGINEER'S REPRESENTATIVE SIGNATURE — DATE

EXHIBIT E

MasTek Inc., Change Order No. 8 dated October 24, 2019

[Attached]

CITY OF INDUSTRY
15651 E. Stafford St.
City of Industry, CA 91744
(626)333-2211

CHANGE ORDER

Change Order No. 8

Project Design-Build Services for an Emergency Standby Generator @ CH **Contract No.** 2017-1004 **Date** October 24, 2019

Type Project Electrical Emergency Generator **Contractor** MasTek, Inc.

Location City Hall Administration Offices and IMC

Explanation:

Premium cost for generator manufacturer to start up generator on a Saturday. The original bid was for the start up to take place during working hours.

Extra Work by: _____ Contract Items; X Negotiated; _____ T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS ($) +	TOTALS ($) -
1	Premium cost to perform the start up on a Saturday	1	LS	$1,300.00	
			TOTAL COST	**$1,300.00**	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost	(See attached breakdown)	Total Equipment per Day	
*Material Cost		**Sub-Total**	$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount	$ 361,930.00	**Total T & M**	$ -
Total Previous Change Orders	$ 180,109.76 49.76%		
Total Change Orders	$ 181,409.76 50.12%	**Pay This CHANGE ORDER**	**$1,300.00** 0.36%

Authorized by_____ Additional Contract Days 10

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

10/11/19
Contractor Representative Date

Troy Helling - City Manager Date

10.14.19
Joshua Nelson - Contract City Engineer Date

Gerardo Perez, Project Manager Date

Change Order Form - 008

MASTEK
INFORMATION IS POWER

PROJECT NAME:	PROJECT NUMBER:
City of Industry - Contract No. 2017-1004 - Design-Build Services for Emergency Power Generator at City of Industry City Hall	2017-1004
CONTRACTOR NAME: MasTek, Inc.	**COUNTY:** Los Angeles

ITEM NO.	DESCRIPTION OF BID ITEM	QUANTITIES			UNIT	UNIT PRICE	COST ADJUSTMENT
		AS BID	FINAL	NET CHANGE			
1	8/3/2019 City Hall Building and IMC - Generator start-up , testing and training requested to be completed on a Saturday. Initial Start-up and testing was Monday thru Friday, the city requested a Saturday.				1	$1,300.00	$1,300.00

ITEM NO.	DESCRIPTION OF SUPPLEMENTAL ITEM	QUANTITY	UNIT	UNIT PRICE	COST
	Total Cost of Change(s) $1,300.00				

EXPLANATION OF CHANGES

Initial Start-up was Monday thru Friday, the city requested a Saturday outage, and would require SCE on site simulate outage.
Valley Power weekend rate charge $1,300 for start-up testing and training.

SIGNATURES

I have reviewed the quantity and/or unit price changes shown above and agree with the changes.	*I certify that I have reviewed the quantity and/or unit price changes shown above and approve the changes.*
9/23/2019	
CONTRACTOR SIGNATURE DATE	ENGINEER or ENGINEER'S REPRESENTATIVE SIGNATURE DATE

EXHIBIT F

MasTek Inc., Change Order No. 9 dated October 24, 2019

[Attached]

CITY OF INDUSTRY
15651 E. Stafford St.
City of Industry, CA 91744
(626)333-2211

CHANGE ORDER

Change Order No. 9

Project Design-Build Services for an Emergency Standby Generator @ CH **Contract No.** 2017-1004 **Date** October 24, 2019

Type Project Electrical Emergency Generator **Contractor** MasTek, Inc.

Location City Hall Administration Offices and IMC

Explanation:

Install the safety switch on the outside of the IMC Building electrical room due to lack of wall space.

Extra Work by: _____ Contract Items X Negotiated _____ T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS ($) +	-
1	Relocate safety switch outside of electrical room at the IMC building	1	LS	$6,740.00	
			TOTAL COST	**$6,740.00**	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost	(See attached breakdown)	Total Equipment per Day	
*Material Cost		**Sub-Total**	$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount	$ 361,930.00	**Total T & M**	$ -
Total Previous Change Orders	$ 181,409.76 50.12%		
Total Change Orders	$ 188,149.76 51.99%	**Pay This CHANGE ORDER**	**$6,740.00** 1.86%

Authorized by_____ Additional Contract Days 10

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

10/11/19

Contractor Representative Date

Joshua Nelson - Contract City Engineer Date

Troy Helling - City Manager Date

10·14·19

Gerardo Perez, Project Manager Date

Change Order Form - 009

MASTEK
INFORMATION IS POWER

PROJECT NAME:	PROJECT NUMBER:
City of Industry - Contract No. 2017-1004 - Design-Build Services for Emergency Power Generator at City of Industry City Hall	2017-1004
CONTRACTOR NAME: MasTek, Inc.	**COUNTY:** Los Angeles

ITEM NO.	DESCRIPTION OF BID ITEM	QUANTITIES			UNIT	UNIT PRICE	COST ADJUSTMENT
		AS BID	FINAL	NET CHANGE			
1	9/12/2019 IMC Safety Switch relocation to outer wall of electrical room at service hallway. Due to lack of room inside electrical room.				1	$6,740.00	$6,740.00

ITEM NO.	DESCRIPTION OF SUPPLEMENTAL ITEM	QUANTITY	UNIT	UNIT PRICE	COST
	Total Cost of Change(s) $6,740.00				

EXPLANATION OF CHANGES

Safety switch was installed inside and above transformer at IMC electrical room due to lack of space. During building and safety inspection, the inspector asked for safety switch to be relocated to the outer wall. Note: there is no room inside electrical room to mount safety switch. it would need to be relocated to outer wall.

SIGNATURES

I have reviewed the quantity and/or unit price changes shown above and agree with the changes.	*I certify that I have reviewed the quantity and/or unit price changes shown above and approve the changes.*
9/23/2019	
CONTRACTOR SIGNATURE DATE	ENGINEER or ENGINEER'S REPRESENTATIVE SIGNATURE DATE

CITY COUNCIL

ITEM NO. 6.12

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

DATE: October 24, 2019

SUBJECT: Discussion and consideration of an appointment to the Four Corners Transportation Coalition

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Background:

The City is part of the Four Corners Transportation Coalition ("Coalition"), which is a non-profit corporation founded in 2006 to address transportation infrastructure needs facing the general area where the Counties of Los Angeles, Orange, Riverside, and San Bernardino converge. The Coalition was to be comprised of both public agencies and private sector businesses. Based on information provided by the City of Diamond Bar, the following public agencies are Coalition members: City of Industry, Anaheim, Brea, Chino, Chino Hills, Diamond Bar, Los Angeles County, Norco, Pomona, Ontario, Riverside County and Walnut.

The Coalition last held a meeting in August 2008, and its status with the Secretary of the State was suspended in 2014. Chair Carol Herrera is requesting a meeting to consider dissolving the Coalition because it has achieved its useful purpose, as many of the regional transportation improvements contemplated by the Coalition have been, or are currently being, advanced by other public agencies in the region.

In order to move forward with the dissolution process, it is necessary to hold a Coalition meeting. The City will need to appoint a designee to serve on the Board of Directors, and attend the meeting. Pursuant to the bylaws, the member may either be an elected official or a staff person.

Recommendation:

Staff recommends that City Council appoint a Councilmember or the City Manager to serve on the Board and to permit the designee to vote to begin the dissolution process.

Exhibits:

A.. Correspondence to Dissolve
B. Members List

C. Bylaws

/TH

Exhibit A

"Working Together for Traffic Solutions"

Four Corners Transportation Coalition

21810 Copley Drive, Diamond Bar, CA 91765 ◆ 909.839.7010

Los Angeles **Orange** **Riverside** **San Bernardino**

September 24, 2019 **Delivery Via Email**

City of Industry
15625 E. Stafford Street
City of Industry, CA 91744
Attn: Troy Helling, City Manager

RE: Consideration of Dissolve the Four Corners Transportation Coalition

Dear Mr. Helling:

The Four Corners Transportation Coalition (Coalition) is a 501(c)(4) not-for-profit organization that was founded in March 2006. The purpose of the Coalition is to address transportation infrastructure needs facing the general area where the Counties of Los Angeles, Orange, Riverside and San Bernardino converge, hence the name "Four Corners". Our records indicate that your Agency is a Member of the Coalition. The Coalition appears to have last met in August 2008 and has had a "suspended" status with the Secretary of State since 2014. A copy of the Bylaws is attached for your reference.

At this time, there is interest in dissolving the Coalition as it has achieved its useful purpose and many of the regional transportation improvements contemplated have been, or are currently being, advanced by other public agencies in the region. In order to dissolve the FCTC, it will be necessary to convene a meeting of the Board of Directors to consider and take such action. It is critical that we have a majority of the Member Agencies present to establish a quorum and conduct the meeting.

Attached is a list of the last known Board of Directors. It would be greatly appreciated if you could review and confirm whether your delegate is still designated to represent your Agency on the Board. If not, I would respectfully request that you take appropriate steps to designate such a delegate. This coalition is a non-profit organization and is not subject to the Brown Act. Pursuant

to Section 4.2 of the Bylaws, either an elected official or staff member may be appointed to the Board of Directors. I might suggest that you designate yourself or one of your staff members to be the Voting Delegate if you currently do not have one designated.

Timing is of the essence. Our hope is to schedule a Board Meeting in late October/early November to consider the matter to dissolve the Coalition, and if approved, work to complete all the necessary paperwork by the end of the year.

Thank you in advance for your assistance in this matter. Please feel free to contact Diamond Bar City Manager Daniel Fox directly at dfox@diamondbarca.gov or 909.839.7011 to confirm your delegate or if you have any questions.

Best regards,

Carol Herrera

Carol Herrera
Board Chair

Attachments:

1. Member Agency Roster
2. Bylaws

Exhibit B

"Working Together for Traffic Solutions"

Four Corners Transportation Coalition

21825 Copley Drive, Diamond Bar, Ca 91765 ◆ 909.839.7012

Los Angeles **Orange** **Riverside** **San Bernardino**

Member City	Voting Delegate	Voting Alternate	Phone/Email
Anaheim	Bob Hernandez, Mayor Pro Tem	John Lower Staff	(714) 765-5247 jlower@anaheim.net
Brea	John Beauman, Councilmember	Tim O'Donnell City Manager	(714) 322-9935 JohnBeauman@aol.com
Chino	Glenn Duncan, Councilmember	Jose Alire Staff	(909) 590-3423 chinocity@yahoo.com
Chino Hills	Curt Hagman, Mayor	Gwen Norton-Perry, Councilmember	(909) 364-2620 citycouncil@chinohills.org
Diamond Bar	Carol Herrera, Councilmember	Jim DeStefano City Manager	(909) 861-7651 CarolAHerrera@aol.com
Industry	Art Simonian, Consultant		(626) 333-2211 cglassbrenner@cityofindustry.org
Los Angeles County	Don Knabe, Supervisor	Dickie Simmons, Field Rep	DSimmons@lacbos.org
Norco	Frank Hall, Mayor	Jeff Allred City Manager	(951) 735-2190 fshall28@aol.com
Pomona	George Hunter, Councilmember	Norma Torres, Mayor	(909) 620-2053 george_hunter@ci.pomona.ca.us
Ontario	Paul Leon, Mayor		(909) 395-2010
Riverside County	George Johnson, Director of Transportation		(951) 955-6740 gjohnson@rctlma.org
Walnut	Nancy Tragarz, Councilmember	Mary Su, Mayor Pro Tem	rwishner@ci.walnut.ca.us (909) 595-7543

Exhibit C

BYLAWS

OF

THE FOUR CORNERS TRANSPORTATION COALITION

(A California Nonprofit Mutual Benefit Corporation)

November 3, 2008

BYLAWS OF
THE FOUR CORNERS TRANSPORTATION COALITION
(A California Nonprofit Mutual Benefit Corporation)

TABLE OF CONTENTS

ARTICLE I PURPOSES AND POWERS 1
ARTICLE II OFFICES AND SEAL 1
Section 2.1. Offices 1
Section 2.2. Seal 1
ARTICLE III MEMBERSHIP 1
Section 3.1. Members 1
Section 3.2. Voting 2
Section 3.3. Membership Not Transferable 2
Section 3.4. Termination of Membership 2
Section 3.5. Annual Meeting 2
Section 3.6. Special Meetings 3
Section 3.7. Notice of Meetings 3
Section 3.8. Quorum and Manner of Acting 3
Section 3.9. Action Without Meeting 3
Section 3.10. Vote by Written Ballot 3
Section 3.11. Prohibition Against Proxies 4
ARTICLE IV BOARD OF DIRECTORS 4
Section 4.1. Powers 4
Section 4.2. Number and Qualifications of Directors 4
Section 4.3. Election and Term of Office 5
Section 4.4. Director Nominees 6
Section 4.5. Resignations and Vacancies 6
Section 4.6. Removal 7
Section 4.7. Place of Meetings 8
Section 4.8. Annual Organization Meeting 8
Section 4.9. Regular Meetings 8
Section 4.10. Special Meetings 8

Section 4.11. Notice of Special Meetings 8
Section 4.12. Quorum and Manner of Acting 8
Section 4.13. Participation In Meetings By Conference Telephone 9
Section 4.14. Action Without Meeting 9
Section 4.15. Waiver of Notice 9
Section 4.16. Adjournment 9
Section 4.17. Fees and Compensation 9
ARTICLE V OFFICERS 9
Section 5.1. Officers 9
Section 5.2. Appointment of Officers 10
Section 5.3. Subordinate Officers 10
Section 5.4. Chair of the Board 10
Section 5.5. Vice President 10
Section 5.6. Secretary 10
Section 5.7. Treasurer 10
Section 5.8. Assistant Secretaries and Assistant Treasurers 11
Section 5.9. Coalition Coordinator 11
Section 5.10. Resignation 11
Section 5.11. Removal 11
Section 5.12. Vacancies 11
ARTICLE VI COMMITTEES 12
Section 6.1. Committees Generally 12
Section 6.2. Authorized Committees of The Board 13
Section 6.3. Advisory Committees 13
Section 6.4. Special Advisory Committees 14
Section 6.5. Term of Office 15
Section 6.6. Vacancies 15
Section 6.7. Meetings; Quorum 15
ARTICLE VII GENERAL PROVISIONS 15
Section 7.1. Voting Shares 15
Section 7.2. Checks, Drafts, Etc 15
Section 7.3. Endorsement of Documents; Contracts 15
Section 7.4. Inspection of Corporate Records 16

Section 7.5. Annual Report; Fiscal Year 16
Section 7.6. Construction and Definitions 16
ARTICLE VIII INDEMNIFICATION 16
Section 8.1. Indemnification 16
Section 8.2. Definitions 16
ARTICLE IX CONFLICTS OF INTEREST 16
ARTICLE X AMENDMENTS 17
Section 10.1. Amendments 17
Section 10.2. Record of Amendments 17

CERTIFICATE OF SECRETARY

BYLAWS
OF
THE FOUR CORNERS TRANSPORTATION COALITION
(A California Nonprofit Mutual Benefit Corporation)

ARTICLE I
PURPOSES AND POWERS

The purposes and powers for which the corporation is formed shall be as provided in its Articles of Incorporation.

ARTICLE II
OFFICES AND SEAL

Section 2.1. Offices. The principal office for the transaction of the business of the corporation shall be in the City of Diamond Bar, County of Los Angeles, State of California. The corporation may also have an office or offices within or without the State of California as the Board of Directors may from time to time establish.

Section 2.2. Seal. The corporation may, but need not, have a seal; provided that if it does the same shall have inscribed thereon the words "The Four Corners Transportation Coalition."

ARTICLE III
MEMBERSHIP

Section 3.1. Members.

(a) Members, In General. The members of the corporation (collectively the "Members") shall be cities and businesses located or doing business in or with the "Four Corners" area of Southern California (i.e., the area where Los Angeles, Orange, Riverside and San Bernardino Counties converge) that desire to become members and enter into a membership agreement that sets forth their respective rights, duties and responsibilities.

(b) Classes of Members. The corporation shall have two (2) classes of Members, Government Members and Private Sector Members. The Government Members shall be the founding members, the Cities of Brea, Chino Hills, Diamond Bar and Pomona, as well as those cities and counties located in, or are affected by, the transportation issues affecting the Four Corners area, that desire to become Government Members, that who have been approved by the Board of Directors to be a Government Member, and that otherwise meet the requirements for Government Member status in accordance with these Bylaws and any other policies or procedures concerning Government Membership that the Board of Directors may from time to time adopt. The Private Sector Members shall be

those individuals, businesses, consultants or other organizations in the private sector that are interested in the transportation issues facing the Four Corners area and are not eligible to become Government Members and who otherwise meet the requirements for Private Sector Member status in accordance with these Bylaws and any other policies or procedures concerning Private Sector Membership that the Board of Directors may from time to time adopt.

(c) Associate Members. The Board of Directors may also establish one or more categories of "associate members" none of whom shall be considered a "member" within the meaning of Section 5056 of the California Nonprofit Corporation Law.

(d) General Membership Obligations Regarding Policies, Procedures and Dues. Each Member shall abide by the policies and procedures of the corporation and shall pay such application fees, membership dues and assessments of the corporation as shall be adopted from time to time by the Board of Directors. If, for any reason, a Member's membership terminates, any application fees, membership dues or assessments of the corporation paid by such Member shall not be refunded.

Section 3.2. Voting. Each Government Member and Private Sector Member shall be entitled to one (1) vote on all matters submitted to the membership, except where the vote of only one (1) class of Members is required in accordance with these Bylaws.

Section 3.3. Membership Not Transferable. Membership in the corporation is not transferable or assignable.

Section 3.4. Termination of Membership. Each Member shall be and remain a Member until his, her or its membership is terminated as provided under these Bylaws. Prior to any involuntary termination of membership, or to any suspension or expulsion of any Member, the Board of Directors shall give such Member any notice, provide any hearing rights and follow any other procedures required by Section 7341 of the California Nonprofit Mutual Benefit Corporation Law or any successor statute thereto.

Section 3.5. Annual Meeting. The annual meeting of the Members shall be held in the month of June, at a time, place and date as shall be determined by the Board of Directors. The purpose of the annual meeting is to elect directors and to transact any other business as may properly be brought before the meeting.

Section 3.6. Special Meetings. Special meetings of the Members may be called by the Chairman of the Board, by the Board of Directors, by fifteen percent (15%) of the Government Members, or by fifteen percent (15%) of the Private Sector Members. Special meetings shall be held at the office of the corporation or at such other place as may be specified in the notice of the meeting.

Section 3.7. Notice of Meetings. Written or printed notice stating the place, date and hour of the meeting and, in the case of a special meeting, the limited purpose or purposes for which the meeting is called, shall be delivered not less than 72 hours before the date of the meeting, either personally by e-mail or by first-class mail, by or at the direction of the Chairman

of the Board, the Secretary, or the officers or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage fully prepaid thereon, addressed to the Member at his or her most recent address as it appears on the records of the corporation. Notice of any meeting may be waived by a writing filed by the Member entitled to such notice either before or after the holding of such meeting, and presence of a Member at any meeting of Members shall be deemed to be the equivalent of such waiver, except when the Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.8. Quorum and Manner of Acting.

(a) At least (i) one-third (1/3) of the Government Members and (ii) one-third (1/3) of the Private Sector Members present in person shall constitute a quorum.

(b) The vote of a majority of the votes entitled to be cast by the Government Members, and a majority of the votes entitled to be cast by the Private Sector Members present at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members, unless a greater or different proportion or group of votes is required by law, the Articles of Incorporation or these Bylaws.

(c) For any action where the vote of only one (1) class or group of members is required (such as the election or removal of certain directors) one-third (1/3) of that class or group of Members eligible to vote on such matter shall constitute a quorum with regard to such matter, and the vote of a majority of the votes present at the meeting cast by those eligible to vote on such matter shall be necessary for the adoption of such matter voted upon by the Members unless a greater or different proportion of votes is required by law, the Articles of Incorporation or these Bylaws.

Section 3.9. Action Without Meeting. Any action required to be taken by the Members or that may be taken at a meeting of Members may be taken without a meeting by written ballot in accordance with Section 3.10 of these Bylaws.

Section 3.10. Vote by Written Ballot. Any action referred to in Section 3.9 shall be taken as follows. In each case where the corporation solicits the votes of the Members by written ballot, the corporation shall, in connection with the giving of notice to the Members, distribute to each member eligible to vote on each such action, either personally, by facsimile with oral confirmation of receipt, by electronic transmission or by first-class mail, a written or printed ballot. Such written or printed ballot shall include (a) information identifying the Member's class status and other relevant identifying information, (b) a brief description of the action under consideration, (c) if such ballot is for the election of directors, the names of each director nominee and (d) information indicating the place to which such ballot must be sent and the date prior to which such ballot must be received by the corporation in order to be effective. Such date must be no less than ten (10) nor more than sixty (60) days after the date on which the written ballot is distributed to the applicable Members. For actions taken by written ballot, a Member's

timely return of a valid written ballot in accordance with this Section 3.10 shall constitute that Member's presence at a meeting of Members related to such written ballot, solely for purposes of voting and determining whether a quorum exists with respect to the subject matter of the written ballot only. For actions taken solely by written ballot, written ballots representing a majority of the Members eligible to vote for such action must be received in order for the vote to be effective, and the vote of a majority of the votes received from the Government Members entitled to vote for such action, and the vote of a majority of the votes received from the Private Sector Members entitled to vote for such action, shall be necessary for the adoption of any matter voted upon by the Members, unless a greater or different proportion or group of voters is required by law, the Articles of Incorporation or these Bylaws. For any action where the vote of any one class of members or any other portion of the membership is required (such as the election or removal of certain directors), written ballots representing a majority of the Members eligible to vote for such action must be received in order for the vote to be effective, and an affirmative vote by a majority of the votes received from such Members shall be necessary for the adoption of any such action.

Section 3.11. Prohibition Against Proxies. No Member shall authorize another person or persons to act as proxy on behalf of the Member for any act or vote related to such membership.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. Powers. Subject to the limitations of the Articles of Incorporation, these Bylaws and the California Nonprofit Mutual Benefit Corporation Law, all powers of the corporation shall be exercised by or under authority of a Board of Directors, which shall also be responsible for controlling all of the corporation's property, and controlling, conducting and managing the corporation's affairs. The primary function of the Board of Directors shall be to establish corporate policies for the direction and guidance of the committees (if any committees exist), the officers and the management of the corporation, and to formulate the basic rules and regulations governing the operation and management of the corporation.

Section 4.2. Number and Qualifications of Directors. The authorized number of directors of the corporation shall be based on membership and shall include all Government Members ("Government Directors") and ten (10) of the directors shall be Private Sector Members ("Private Sector Directors"). Each Government Director must be an elected official or senior manager of a Government Member (such as by holding office or by being employed by a city or other governmental agency) and shall cease to a director when they leave office or cease to be employed by a Government Member. Each Private Sector Director must be a Private Sector Member or affiliated in some fashion with a Private Sector Member. Under no circumstances may any Member or representative thereof hold more than one seat on the corporation's Board of Directors.

Section 4.3. Election and Term of Office.

(a) Manner of Election.

(i) The Government Directors shall be elected by the governing body of the Government Member which he or she serves. The governing body of the Government Members may elect an Alternate Director, who shall serve in the absence of the Government Director

(ii) The Private Sector Directors shall be elected by the votes of the Private Sector Members only from among the Private Sector Director Nominees, as defined in Section 4.4 of these Bylaws.

(iii) Those directors elected by the Private Sector Members shall be those Director Nominees who receive 50% plus one vote of Private Sector Member votes.

(b) Director Groups. Each director will be assigned to one (1) of three (3) director groups (the "Director Groups") for the purposes of determining the date of expiration of such director's term in office. Except as otherwise required to conform with the reelection timing for any applicable Director Group, each director will serve until the third (3rd) succeeding annual meeting following his or her election and until a successor has been elected and qualified. The composition and date of reelection for each Director Group is set forth on Exhibit A, attached hereto, as such Exhibit A may be amended from time to time in accordance with Section 10.1 of these Bylaws.

(c) Elections to Replace Private Sector Director Group Members. At each annual meeting of the Members, or as needed to fill any vacancy among the Private Sector Directors, appropriate Members will elect a number of directors equal to the number of Private Sector Directors whose terms expire or whose position is vacant at the time of such meeting.

(d) Additional Provisions.

(i) Unless otherwise specifically provided in these Bylaws, there shall be no prohibition against (A) the election of a director to succeed himself or herself, (B) the election of a director for the remainder of an unexpired term of a director, or (C) amendment of these Bylaws to increase or decrease the number of directors, except that no decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

(ii) Notwithstanding Section 4.3(d)(i) above, (A) no director may serve more that three (3) consecutive full elected terms in office (i.e., excluding the initial term of any initial appointed director and excluding any partial elected terms to complete the unexpired term of a director) and (B) after serving three (3) consecutive full elected terms in office, a director shall not be eligible for nomination and reelection until he or she has remained off of the Board for a minimum of one (1) year.

Section 4.4. Director Nominees.

(a) For any vote for Private Sector Directors by the corporation's membership, Private Sector Members only shall vote for those Private Sector Directors, as applicable, who (i) meet the requirements for nomination to the Board of Directors set forth in Section 4.2 above and this Section 4.4, or otherwise determined by the Board of Directors in its sole discretion (the "Nomination Requirements") and (ii) who were either (A) nominated by the Nominating Committee of the Board of Directors, as described in Section 6.4 of these Bylaws, or (B) have submitted a valid nominating petition to the Chairman of the Board or the Secretary, at least twenty (20) days prior to such election (collectively the "Director Nominees").

(b) To be valid, a nominating petition must be signed by at least ten percent (10%) of the Private Sector Members eligible to vote in such election for the director position at issue.

Section 4.5. Resignations and Vacancies.

(a) Any director may resign at any time, effective upon giving written notice to the Chairman of the Board or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before such time, to take office when the resignation becomes effective. Resignation as a director of the corporation shall also constitute resignation as an officer and as a member of all Committees of the Board, as defined below.

(b) Except as provided in Section 4.6, all vacancies among the Government Directors may be filled by the governing body of the Government Member whose director has vacated the position, and all vacancies among the Private Sector Directors may be filled by the remaining Private Sector Directors voting as a group, at the annual meeting of the Board of Directors or at a special meeting of the Board of Directors called for that purpose. If there are no remaining Private Sector Directors, as applicable, all vacancies shall be filled by the Private Sector Members at the annual meeting of the Members or at a special meeting of the Members called for that purpose. Each director elected to fill a vacancy shall serve until the expiration of the term of the replaced director and until such replacement director's successor has been elected and qualified.

(c) A vacancy or vacancies shall be deemed to exist in the case of the death or resignation of any director, or if the authorized number of directors is increased.

(d) The Private Sector Members may elect additional directors at any time after an amendment of the Articles of Incorporation or these Bylaws is duly adopted authorizing an increase in the number of directors.

Section 4.6. Removal.

(a) All or any number of the Private Sector Directors may be removed, with or without cause, at a special meeting of the Members called expressly for that purpose pursuant to Section 3.6 of these Bylaws, by a vote of a majority of the Members entitled to elect such director(s). In the event that any one or more of the directors shall be so removed, new director(s) may be elected at the same time by the appropriate Members entitled to elect such director(s), to fill the unexpired term or terms of the director(s) so removed. If new directors are not elected at such meeting, the vacancy may be filled by the remaining directors in accordance with Section 4.5 of these Bylaws.

(b) Any reduction of the number of directors authorized in the Articles of Incorporation or Bylaws does not act to remove any director prior to the expiration of such director's term.

(c) Removal as a director of the corporation shall also constitute removal as an officer and as a member of all Committees of the Board.

(d) The Board of Directors may declare vacant the office of any director who has been declared of unsound mind by a final order of court, or convicted of a felony, or who has failed to attend a majority of the meetings of the Board of Directors within the prior twelve (12) month period, or who has been found by a final order or judgment of any court to have breached any duty under Article 3 (commencing with Section 7230) of the California Nonprofit Mutual Benefit Corporation Law.

Section 4.7. Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the corporation or at such other place as may be designated for that purpose from time to time by the Board of Directors.

Section 4.8. Annual Organization Meeting. The annual organization meeting of the Board of Directors shall be held immediately following and at the same place as the annual meeting of Members, or at such other time and place as may be determined by the Board of Directors. The purpose of the annual organization meeting is for organization, election of officers and the transaction of such other business as may properly be brought before the meeting.

Section 4.9. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates, times and places as the Board of Directors shall specify. No notice of any regular meeting of the Board of Directors need be given if the Board of Directors has so fixed the time and place of such meetings.

Section 4.10. Special Meetings. Special meetings of the Board of Directors may be called for any purpose or purposes at any time by the Chairman of the Board or at the request in writing of at least fifty percent (50%) of the Government Directors or fifty percent (50%) of the Private Sector Directors.

Section 4.11. Notice of Special Meetings. Notice of the time and place of special meetings shall be communicated personally or by telephone to each director, or sent to each director by mail or other form of written communication, charges prepaid, addressed to each

director either at each director's address as it is shown on the records of the corporation or, if it is not so shown on such records or is not readily ascertainable, at the place where the meetings of the directors are regularly held or at the corporation's principal office. Such notice, if mailed, shall be mailed at least four (4) full business days prior to the time of the holding of the meeting. Such notice, if delivered personally, telephonically or telegraphically, shall be given at least forty eight (48) hours prior to the time of the holding of the meeting. A notice of special meeting need not specify the purpose or the matters to be acted upon at the special meeting.

Section 4.12. Quorum and Manner of Acting. A majority of the total number of Directors then in office (i.e., including all Government Directors and Private Sector Directors) shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, except to adjourn as provided in Section 4.16 of these Bylaws. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, the Articles of Incorporation of the corporation or these Bylaws. Notwithstanding the provisions of this Section 4.12, a meeting at which a quorum initially is present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the number of directors that would constitute such quorum.

Section 4.13. Participation In Meetings By Conference Telephone. Directors may participate in a meeting of the Board of Directors through the use of conference telephone or similar communications equipment, as long as all directors participating in such meeting can hear one another. A director's participation in a meeting in accordance with this Section 4.13 shall constitute that director's presence in person at such meeting for all purposes, including determining whether a quorum exists.

Section 4.14. Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all of the directors shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as the unanimous vote of such directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 4.15. Waiver of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to the holding of a meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 4.16. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting of the Board of Directors to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, unless the meeting is adjourned for more than twenty-four (24) hours. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 4.17. Fees and Compensation. Directors and committee members shall receive such compensation for their services as the Executive Committee in its discretion shall from time to time determine and shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in accordance with reimbursement policies (if any) adopted by the Executive Committee from time to time. This section shall not preclude Directors from receiving fair and reasonable compensation for services rendered to or for the corporation, or any program sponsored by the corporation, in a capacity other than as a director as long as such payment is consistent with applicable laws..

ARTICLE V
OFFICERS

Section 5.1. Officers. The officers of the corporation shall be the Chair of the Board, one or more Vice Presidents, the Secretary, the Treasurer, and the Coalition Coordinator, which officers shall be chosen by, and hold office at the pleasure of, the Board of Directors, subject to the rights, if any, of any officer under any contract of employment. The corporation may also have, at the discretion of the Board of Directors, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers. Any two (2) or more offices may be held by the same person except that neither the Secretary nor the Treasurer may serve concurrently as the Chair of the Board. Only directors shall be eligible to serve as Chair of the Board or Vice President. Officers, other than the Chair of the Board or Vice President, need not be directors.

Section 5.2. Appointment of Officers. The officers of the corporation shall be chosen annually by the Board of Directors, and each shall hold office for two (2) years and until the officer's successor shall be appointed and qualified to serve, or until the officer dies, is disqualified to serve, resigns or is removed.

Section 5.3. Subordinate Officers. The Board of Directors may elect or authorize the appointment of such additional officers other than those described in Section 5.1 of these Bylaws, as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws, or as the Board of Directors may from time to time authorize or determine.

Section 5.4. Chair of the Board. The Chair of the Board, if present, shall preside over all meetings of the Board of Directors [and shall be the chief executive officer of the corporation]. Subject to the control of the Board of Directors, the Chair of the Board shall have general supervision, direction and control of the business and affairs of the corporation. The Chair shall be an advisory member of all Standing Committees, if any, and shall have the general powers and duties of management usually vested in the office of the [president and/or chair of the board] of a corporation and such other powers and duties as may be prescribed by the Board of Directors and these Bylaws.

Section 5.5. Vice President. In the absence or disability of the Chair of the Board, the Vice President or Vice Presidents in order of their rank as fixed by the Board of Directors, or, if not ranked, the Vice President designated by the Board of Directors, shall perform all duties of the Chairman, and when so acting shall have all of the powers and be subject to all of the restrictions upon the Chair. The Vice Presidents shall have such other powers and perform such

other duties as from time to time may be prescribed for them, respectively, by the Board of Directors and these Bylaws.

Section 5.6. Secretary. The Secretary shall keep or cause to be kept at the principal office of the corporation, the original or a copy of the corporation's Articles of Incorporation and Bylaws, as amended to date. The Secretary shall also keep or cause to be kept at the principal office, or at such other place as the Board of Directors may order, a book of minutes of all meetings of the directors, which minutes shall include the time and place of holding, whether annual, regular or special, and if special how authorized, the notice thereof given, the names of those present at directors' meetings, and the proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors required by these Bylaws or by law to be given, and he or she shall keep the seal of the corporation in safe custody and have such other powers and perform such other duties as may be prescribed by the Board of Directors and these Bylaws.

Section 5.7. Treasurer. The Treasurer shall be the chief financial officer of the corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as shall be ordered by the Board of Directors, shall render to the Chair and the directors, whenever they shall request it, an account of all of the Treasurer's transactions and the financial condition of the corporation, shall take proper vouchers for all disbursements of corporation funds and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors and these Bylaws.

Section 5.8. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Assistant Treasurers, if any, in the order of their seniority as specified by the Board of Directors shall, in the absence or disability of the Secretary or Treasurer respectively, perform the duties and exercise the powers of the Secretary or Treasurer and shall perform such other duties as the Board of Directors shall prescribe.

Section 5.9. Coalition Coordinator. The Coalition Coordinator shall serve as chief administrative officer of the corporation and shall oversee all of the day-to-day activities and operations of the corporation. The Coalition Coordination shall not simultaneously serve as a director or other officer of the corporation.

Section 5.10. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, to the Chair of the Board or to the Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.11. Removal. Any officer elected or appointed may be removed by the persons authorized to elect or appoint such officer whenever, in their judgment, the best interests

of the corporation will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Any officer may be removed by any officer upon whom such power of removal has been conferred by the Board of Directors.

Section 5.12. Vacancies. Any vacancy in any office, because of death, resignation, removal, disqualification or any other cause, shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis. Should a vacancy occur in any office, the Board may delegate the powers and duties of such office to any officer or to any director until such time as a successor for the vacant office has been elected or appointed.

ARTICLE VI
COMMITTEES

Section 6.1. Committees Generally.

(a) The Board of Directors may, by resolution adopted at a properly held meeting of the Board of Directors as provided in Section 4.12 of these Bylaws, establish one or more committees. Such resolution shall state whether such committee shall have legal authority to act for the corporation (hereinafter referred to as "Committees of the Board") or be advisory committees, which lack such authority. Such resolution shall also state whether such committee is standing or special. There shall be such standing committees as are set forth in Sections 6.2 and 6.3 of this Article VI of these Bylaws, or as are otherwise approved by the Board. Members of all committees shall serve at the pleasure of the Board. Any committee having legal authority to act for the corporation, to the extent provided in the resolution of the Board, shall have all authority of the Board, except with respect to:

(i) The approval of any action for which the California Nonprofit Mutual Benefit Corporation Law or these Bylaws also requires approval of the Members;

(ii) The filling of vacancies on the Board of Directors or on any committee which has the authority of the Board;

(iii) The fixing of compensation of the directors for serving on the Board of Directors or on any committee;

(iv) The amendment or repeal of bylaws or the adoption of new bylaws;

(v) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable;

(vi) The appointment of other committees of the Board of Directors or the members thereof;

(vii) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or

(viii) With respect to any assets held in charitable trust, the approval of any self-dealing transaction, as such transactions are defined in Section 5233(a) of the California Nonprofit Corporation Law.

(b) The Board of Directors shall have the power to prescribe the manner in which proceedings of any committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Bylaws, the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any committee shall be governed by the provisions of Article IV of these Bylaws applicable to meetings and actions of the Board of Directors. Each committee shall keep regular minutes of its proceedings and shall report the same to the Board from time to time, as the Board of Directors may require.

Section 6.2. Authorized Committees of The Board.

(a) In General. Authorized committees of the Board shall consist of the Executive Committee and any other committee as the Board may authorize from time to time.

(b) Membership of Authorized Committees. Only directors may be appointed to authorized committees of the Board. Each authorized committee of the Board shall consist of two (2) or more directors. The Board may designate one (1) or more directors as alternate members of any such committee, who may replace any absent member at any meeting of the committee.

(c) Executive Committee. The Executive Committee shall be comprised of not less than seven (7) directors at least a majority of which are government directors and is empowered to represent the Board of Directors and act on behalf of the Board of Directors in all actions which do not require a vote of the Board as identified in Section 6.1; provided, however, that the Executive Committee shall have no power to take any of the actions set forth in Section 7212 of the California Nonprofit Corporation Law. The Executive Committee shall consist of four (4) Government Members, the Chair of the Board of Directors, and two (2) Private Sector Members. For the first three (3) years of the entity's existence, the cities of Brea, Diamond Bar, Chino Hills and Pomona shall be the Government Members on the Executive Committee.

Section 6.3. Advisory Committees.

(a) In General. Advisory committees shall consist of the Finance Committee, and, Nominating Committee, and such other committees as the Board may authorize from time to time. Each such committee shall be deemed discharged when a new committee is appointed for the same task.

(b) Membership of Advisory Committees. Advisory committee membership may consist of directors only, or directors and nondirectors, provided that at least two (2) members of any advisory committee must be directors. Advisory committees may also include nonvoting members and alternate members. The chair and members of advisory committees shall be appointed by the Chair of the Board or the Board. Advisory committees shall have no legal authority to act for the corporation, but shall report their findings and recommendations to the Board of Directors.

(c) Nominating Committee. Except as provided under Section 4.4 of these Bylaws, the Nominating Committee, on behalf of the Board of Directors, shall have the non-exclusive power to nominate individuals to serve as Director Nominees of the corporation. In all decisions relating to the nomination of Director Nominees, the Nominating Committee shall consider the Nomination Requirements specified or established pursuant to Section 4.4 of these Bylaws and the Board of Director composition requirements of Section 4.2 of these Bylaws. In addition to having exclusive power to nominate Director Nominees, the Nominating Committee's responsibilities shall include: recommending from time to time, Nomination Requirements, as contemplated by Section 4.4 of these Bylaws, reviewing the qualifications of candidates for the Board of Directors from whatever source received; recommending to the Board of Directors candidates to fill vacancies of directors pursuant to Section 4.5 of these Bylaws; recommending to the Board of Directors the specific amounts of stipends paid to directors pursuant to Section 4.17 of these Bylaws; recommending to the Board of Directors the selection of committee chairmen; and recommending to the Board of Directors the actual assignments of individual directors (by name) to authorized committees of the Board and Advisory Committees.

Section 6.4. Special Advisory Committees. From time to time, the Chairman of the Board or the Board of Directors may appoint one (1) or more special advisory committees.

Section 6.5. Term of Office. The chair and each member of any committee shall serve until the next annual election of directors and until his or her successor is appointed, or until he or she otherwise ceases to qualify as a chair or member, as the case may be, of any committee.

Section 6.6. Vacancies. Vacancies on any committee may be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

Section 6.7. Meetings; Quorum. Each committee shall meet as often as necessary to perform its duties at such times and places as directed by its chairman or by the Board of Directors. The presence at a committee meeting of a majority of the committee's members shall constitute a quorum at such meeting, provided that at least two (2) committee members are present. Committee members may participate in a committee meeting through the use of conference telephone or similar communications equipment as long as all committee members participating in such meeting can hear one another. A committee member's participation in a meeting in accordance with this Section 6.7 shall constitute that committee member's presence in person at such meeting for all purposes, including determining whether a quorum exists.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1. Voting Shares, Memberships, etc.. The corporation may vote any and all shares held by it in any other corporation and any and all memberships held by it in any other nonprofit corporation, limited liability company partnership or other form of entity by such officer, agent or proxy as the Board of Directors may appoint, or in the absence of any such appointment, by the Chair of the Board or by any Vice President who is also a director and, in such case, such officers or any of them, may likewise appoint a proxy to vote said shares or memberships.

Section 7.2. Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation and any and all securities owned or held by the corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 7.3. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof, executed or entered into between the corporation and any other person, when signed by the Chair of the Board or any Vice President and the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer of the corporation, shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officer(s) had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board of Directors, and, unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 7.4. Inspection of Corporate Records. The books of account and minutes of the proceedings of the Board of Directors and committees of the Board shall be made available for inspection upon the request of any Member or any director at any reasonable time. Such inspection may be made in person by the Member or by the director or by an agent or attorney of the Member or the director.

Section 7.5. Annual Report; Fiscal Year. The Treasurer shall cause an annual report to be prepared and sent to each Member, each member of the Board of Directors, and to such other persons as the Board of Directors may designate, no later than one hundred twenty (120) days after the close of the fiscal or calendar year. Such annual report shall be prepared in conformity with the requirements of the California Nonprofit Corporation Law now in effect and as it may hereafter be amended.

The fiscal year of the corporation shall be July 1 to June 30.

Section 7.6. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the general provisions of

the California Nonprofit Corporation Law and in the California Nonprofit Mutual Benefit Corporation Law shall govern the construction of these Bylaws.

ARTICLE VIII
INDEMNIFICATION

Section 8.1. Indemnification. Agents of the corporation shall be indemnified by the corporation to the fullest extent allowable under Section 7237 of the California Nonprofit Mutual Benefit Corporation Law and in a manner acceptable to the Board of Directors.

Section 8.2. Definitions. For purposes of this Article VIII, "Agent" means any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

ARTICLE IX
CONFLICTS OF INTEREST

No contract or other transaction between the corporation and any domestic or foreign corporation, firm or association of which one or more of the corporation's directors are directors is either void or voidable because such director or directors are present at the meeting of the Board or committee thereof which authorizes, approves or ratifies the contract or transaction, if:

(a) The material facts as to the transaction and as to such director's other directorship are fully disclosed or known to the Board of Directors or the committee, and the Board of Directors or the committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common director or directors; or

(b) As to contracts or transactions not approved as provided in paragraph (a) of this Article IX, the contract or transaction is just and reasonable as to the corporation at the time it is authorized, approved or ratified.

This Article IX does not apply to self-dealing transactions as defined and governed by Section 5233 of the California Nonprofit Corporation Law.

ARTICLE X
AMENDMENTS

Section 10.1. Amendments.These Bylaws or any part thereof may be amended or repealed, and new Bylaws may be adopted only by (i) the affirmative vote of a Board of Directors (e.g., by a majority of the directors at a duly called meeting at which a quorum is present or by the unanimous written consent of all directors) plus the subsequent approval of the Government Members and the Private Sector Members, or (ii) by the majority vote or written

ballot of the Government Members and the separate majority vote or written ballot of the Private Sector Members.

Section 10.2. Record of Amendments. Whenever a new Bylaw or amendment to these Bylaws is adopted, it shall be included in the corporate minute book with the original Bylaws. If any Bylaw or amendment to these Bylaws is repealed, the fact of repeal with the date of the meeting or action by written consent when said repeal was adopted shall be stated in a writing placed in the corporate minute book with the original Bylaws.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of The Four Corners Institute, a California nonprofit mutual benefit corporation; and

2. That the foregoing Bylaws, consisting of sixteen (16) pages, exclusive of the cover sheet, table of contents and Exhibit A, constitute the Bylaws of said corporation effective as of March 20, 2006, as approved and ratified by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have executed this Certificate as of November 2008.

Secretary