

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

February 13, 2020
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.

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

5. Presentation – Valinda School of Academics Robotics Team

6. **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.

6.1 Consideration of the Register of Demands for February 13, 2020

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

6.2 Consideration of the minutes of the March 8, 2018 regular meeting and the January 9, 2020 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6.3 Consideration of Amendment No. 1 to the Professional Services Agreement with Owen Group, Limited Partnership, for the ADA Self Evaluation and Transition Plan, extending the term through December 31, 2020 (CIP-FAC-18-024-A)

RECOMMENDED ACTION: Approve the Amendment.

6.4 Consideration of Amendment No. 1 to the Professional Services Agreement with Ninyo & Moore Geotechnical and Environmental Services Consultants, for On-Call Geotechnical Engineering Services, extending the term through February 13, 2021, and increasing the budget by \$100,000.00

RECOMMENDED ACTION: Approve the Amendment.

6.5 Consideration of Amendment No. 1 to the License Agreement with Evans Food Group LTD., for access to the parking lot located at El Encanto Healthcare and Habilitation Center, and the Workman and Temple Family Homestead Museum, to utilize as a Temporary Overflow Parking Area

RECOMMENDED ACTION: Approve the Amendment.

- 7.4 Consideration of Amendment No. 2 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 for an amount not-to-exceed \$714,000.00 through August 31, 2020 (Contract No. 2017-1002)

RECOMMENDED ACTION: Approve the Amendment.

- 7.5 Consideration of Amendment No. 1 to the Agreement for Consulting Services with IDS Group, Inc. for the Avalon Room Improvements (CIP-EXPO-18-017 B)

RECOMMENDED ACTION: Approve the Amendment.

8. **CITY MANAGER REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

- 11.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 15710 Rausch Road, City of Industry, CA also known as Assessor's Parcel Number 8245-001-073 and 8245-001-074

Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager

Negotiating Parties: Brian L. Dryer, Owner
Under Negotiation: Price and terms of payment

- 11.2 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 120 S. Hacienda Boulevard, City of Industry, CA also known as Assessor's Parcel Number 8245-001-075 and 8245-001-076

Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager

Negotiating Parties: Evergreen Advantage LLC
Under Negotiation: Price and terms of payment

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

12. Adjournment. The next regular City Council Meeting will be Thursday, February 27, 2020 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF FEBRUARY 13, 2020**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,104,610.97
103	PROP A FUND	9,471.75
120	CAPITAL IMPROVEMENT FUND	876,414.65
TOTAL ALL FUNDS		3,990,497.37

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	410,198.32
PROP/A	PROP A - CKING ACCOUNT	9,471.75
REF	REFUSE - CKING ACCOUNT	(15,142.62)
WFBK	WELLS FARGO - CKING ACCOUNT	3,585,969.92
TOTAL ALL BANKS		3,990,497.37

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
February 13, 2020**

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
1142	01/17/2020		MIDAMERICA ADMINISTRATIVE &	\$30,107.90
	Invoice	Date	Description	Amount
	FEB-MAR2020	01/17/2020	MEDICAL PREMIUM REIMBURSEMENTS	\$30,107.90
1143	01/24/2020		CAL-PERS	\$58,744.02
	Invoice	Date	Description	Amount
	FEB2020	01/24/2020	CALPERS MEDICAL PREMIUM FOR FEB 2020	\$58,744.02
1144	01/27/2020		U.S. BANK	\$18,347.65
	Invoice	Date	Description	Amount
	1/27/2020	01/27/2020	PFA-2010 REFUNDING LEASE REV BOND	\$18,347.65
1145	01/29/2020		JOHN HANCOCK USA	\$8,998.75
	Invoice	Date	Description	Amount
	11/30/19-1/10/20	01/29/2020	PARS CONTRIBUTIONS FOR DEC19/JAN20	\$8,998.75
24448	01/22/2020		CIVIC RECREATIONAL INDUSTRIAL	\$294,000.00
	Invoice	Date	Description	Amount
	1/22/2020	01/22/2020	TRANSFER FUNDS-CRIA A/P	\$294,000.00

Checks	Status	Count	Transaction Amount
	Total	5	\$410,198.32

CITY OF INDUSTRY

PROP A

February 13, 2020

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90147	01/22/2020		WALNUT VALLEY WATER DISTRICT	\$311.96
	Invoice	Date	Description	Amount
	35482361	01/07/2020	12/1-12/31/19 SVC-IRR METROLINK STN SPANISH LN	\$311.96
90148	01/28/2020		WALNUT VALLEY WATER DISTRICT	\$20.54
	Invoice	Date	Description	Amount
	3549136	01/08/2020	11/30-12/30/19 SVC-PLATFROM METROLINK BREA	\$20.54
90149	02/04/2020		SO CALIFORNIA EDISON COMPANY	\$165.53
	Invoice	Date	Description	Amount
	2020-00001166	01/24/2020	12/21-1/23/20 SVC-600 S BREAN CYN	\$165.53
90150	02/13/2020		CNC ENGINEERING	\$5,377.50
	Invoice	Date	Description	Amount
	500220	01/30/2020	FULLERTON RD GRADE SEPARATION	\$3,797.50
	500221	01/30/2020	FAIRWAY DR GRADE SEPARATION	\$1,580.00
90151	02/13/2020		INDUSTRY SECURITY SERVICES	\$3,596.22
	Invoice	Date	Description	Amount
	14-24411	01/17/2020	SECURITY SVC-METROLINK	\$1,713.95
	14-24424	01/24/2020	SECURITY SVC-METROLINK	\$1,882.27

Checks	Status	Count	Transaction Amount
	Total	5	\$9,471.75

**CITY OF INDUSTRY
REFUSE VOIDED CHECK
February 13, 2020**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
80143	01/23/2020		SHIMMICK CONSTRUCTION	(\$1,542.62)
	Invoice	Date	Description	Amount
	1/7/2020	01/07/2020	REFUND DUE TO OVERPAYMENT-CID ACCOUNT	(\$15,142.62)

Check	Status	Count	Transaction Amount
	Total	1	(\$15,142.62)

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFER
February 13, 2020

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

WT10019	02/13/2020		SCHLICHTING, DIANE	\$10,365.35
	Invoice	Date	Description	Amount
	2/1-2/29/20	02/06/2020	PER SETTLEMENT AGRMT DATED 8/22/18	\$10,365.35

Check	Status	Count	Transaction Amount
	Total	1	\$10,365.35

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
72893	01/22/2020	NEOFUNDS BY NEOPOST		\$500.00
	Invoice	Date	Description	Amount
	11282450	01/03/2020	POSTAGE-FINANCE DEPT	\$500.00
72894	01/22/2020	AT & T		\$9.01
	Invoice	Date	Description	Amount
	2020-00001091	01/01/2020	01/01-01/31/20 SVC - CITY WHITE PAGES	\$9.01
72895	01/22/2020	FRONTIER		\$927.94
	Invoice	Date	Description	Amount
	2020-00001092	01/01/2020	01/01-01/31/20 SVC - VARIOUS SITES	\$927.94
72896	01/22/2020	SAN GABRIEL VALLEY WATER CO.		\$6,215.01
	Invoice	Date	Description	Amount
	2020-00001104	12/30/2019	11/26-12/27/19 SVC - CROSSROADS PKY SOUTH	\$310.17
	2020-00001105	12/30/2019	11/26-12/27/19 SVC - STA 103-80 CROSSROADS PKY	\$146.16
	2020-00001106	12/30/2019	11/26-12/27/19 SVC - CROSSROADS PKY SOUTH	\$389.63
	2020-00001107	12/30/2019	11/26-12/27/19 SVC - STA 129-00 CROSSROADS PKY	\$432.20
	2020-00001108	12/30/2019	11/26-12/27/19 SVC - STA 111-50 CROSSROADS PKY	\$166.03
	2020-00001109	12/30/2019	11/26-12/27/19 SVC - PELLISSIER	\$290.31
	2020-00001110	12/30/2019	11/26-12/27/19 SVC - PELLISSIER	\$293.15
	2020-00001111	12/30/2019	11/26-12/27/19 SVC - PECK/UNION PACIFIC BRIDGE	\$413.47
	2020-00001112	12/30/2019	11/26-12/27/19 SVC - S/E COR OF PELLISSIER	\$898.14
	2020-00001113	12/30/2019	11/26-12/27/19 SVC - PELLISSIER	\$2,513.93
	2020-00001114	12/30/2019	11/26-12/27/19 SVC - CROSSROADS PKY NORTH	\$361.82
72897	01/22/2020	SO CALIFORNIA EDISON COMPANY		\$5,188.38
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00001093	01/07/2020	12/04-01/03/20 SVC - 15625 STAFFORD ST	\$3,464.56
	2020-00001094	01/08/2020	12/06-01/07/20 SVC - 1135 HATCHER AVE	\$204.16
	2020-00001095	01/08/2020	12/06-01/07/20 SVC - 1123 HATCHER AVE STE A	\$220.85
	2020-00001096	01/09/2020	11/05-01/07/20 SVC - VARIOUS PED SITES	\$43.87
	2020-00001097	01/09/2020	12/05-01/05/20 SVC - 133 N AZUSA AVE	\$153.03
	2020-00001098	01/11/2020	11/06-01/08/20 SVC - VALLEY BLVD U-VARIOUS SITES	\$1,035.84
	2020-00001124	01/11/2020	12/11-01/10/20 SVC - 575 BALDWIN PARK BLVD U	\$66.07
72898	01/22/2020		SOCALGAS	\$2,035.02
	Invoice	Date	Description	Amount
	2020-00001099	01/08/2020	12/04-01/06/20 SVC - 15633 RAUSCH RD	\$414.51
	2020-00001100	01/08/2020	12/04-01/06/20 SVC - 15651 STAFFORD ST	\$406.68
	2020-00001101	01/08/2020	12/04-01/06/20 SVC - 15625 STAFFORD ST APT A	\$539.01
	2020-00001102	01/08/2020	12/04-01/06/20 SVC - 15625 STAFFORD ST APT B	\$674.82
72899	01/22/2020		SUBURBAN WATER SYSTEMS	\$289.32
	Invoice	Date	Description	Amount
	180031552610	01/03/2020	12/04-01/02/20 SVC - NE CNR VALLEY/STIMS	\$289.32
72900	01/22/2020		VERIZON BUSINESS	\$184.12
	Invoice	Date	Description	Amount
	63038446	01/10/2020	12/01-12/31/19 SVC - VARIOUS SITES	\$137.23
	63038445	01/10/2020	12/01-12/31/19 SVC - VARIOUS SITES	\$46.89
72901	01/22/2020		WALNUT VALLEY WATER DISTRICT	\$2,130.14
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
3548429	01/07/2020		12/01-12/31/19 SVC - BREA CYN N OF RR TRKS	\$129.58
3548413	01/07/2020		12/01-12/31/19 SVC - 21350 VALLEY-MEDIAN	\$42.80
3548430	01/07/2020		12/01-12/31/19 SVC - BREA CYN N OF CURRIER	\$28.06
3548351	01/07/2020		12/01-12/31/19 SVC - BREA CYN RD & OLD RANCH RD	\$42.80
3548432	01/07/2020		12/01-12/31/19 SVC - 60 FWY INTERCHANGE FAIRWAY	\$69.42
3548265	01/07/2020		12/01-12/31/19 SVC - IRR 820 FAIRWAY DR	\$89.34
3548317	01/07/2020		12/01-12/31/19 SVC - LEMON AVE N OF CURRIER RD	\$40.92
3548367	01/07/2020		12/01-12/31/19 SVC - FERRERO & GRAND EAST RAMP	\$657.10
3548466	01/07/2020		12/01-12/31/19 SVC - SE GRAND CROSSING PKWY	\$273.48
3548465	01/07/2020		12/01-12/31/19 SVC - SE GRAND CROSSING PKWY	\$756.64
72902	01/22/2020		WALNUT VALLEY WATER DISTRICT	\$598.16
	Invoice	Date	Description	Amount
	3548449	01/07/2020	12/01-12/31/19 SVC - BAKER PKWY @ B STREET TEMP	\$598.16
72903	01/23/2020		CALIFORNIA DEPT OF TAX AND FEE	\$976.60
	Invoice	Date	Description	Amount
	ACCT 44-042837	01/23/2020	IH FUEL STORAGE TANK TAXES JAN-DEC 2019	\$976.60
72904	01/28/2020		CASSO & SPARKS, LLP	\$98,288.50
	Invoice	Date	Description	Amount
	20370	01/22/2020	COI-LEGAL SVC FOR OCT 2019	\$98,288.50
72905	01/28/2020		CITY OF INDUSTRY-PETTY CASH	\$1,023.12
	Invoice	Date	Description	Amount
	1/24/2020	01/24/2020	REIMBURSE PETTY CASH FOR PERIOD 8/22/19-	\$1,023.12
72906	01/28/2020		FIDELITY SECURITY LIFE	\$1,398.17
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	164207765	01/22/2020	VISION PREMIUM FOR FEBRUARY 2020	\$1,398.17
72907	01/28/2020		FRONTIER	\$258.93
	Invoice	Date	Description	Amount
	2020-00001146	01/16/2020	01/16-02/15/20 SVC - PH AUTO PLAZA	\$181.95
	2020-00001147	01/16/2020	01/16-02/15/20 SVC - BREA CYN PUMP STN	\$76.98
72908	01/28/2020		HUMANA INSURANCE COMPANY	\$6,837.26
	Invoice	Date	Description	Amount
	389690660	01/13/2020	DENTAL PREMIUM FOR FEBRUARY 2020	\$6,837.26
72909	01/28/2020		MUTUAL OF OMAHA	\$5,613.87
	Invoice	Date	Description	Amount
	1049712467	02/01/2020	LIFE INSURANCE PREMIUM FOR FEBRUARY 2020	\$5,613.87
72910	01/28/2020		PURCHASE POWER	\$100.00
	Invoice	Date	Description	Amount
	8000909009679445	01/05/2020	POSTAGE METER REFILL ON 12/13/19	\$100.00
72911	01/28/2020		SAN GABRIEL VALLEY WATER CO.	\$1,704.06
	Invoice	Date	Description	Amount
	2020-00001148	01/13/2020	12/11-01/10/20 SVC - 132 IRRIG PUENTE	\$973.63
	2020-00001149	01/13/2020	12/11-01/10/20 SVC - 123 IRRIG WORKMAN MILL	\$234.69
	2020-00001150	01/13/2020	12/11-01/10/20 SVC - 13756 VALLEY	\$266.47
	2020-00001151	01/15/2020	12/13-01/14/20 SVC - 14329 VALLEY	\$183.04
	2020-00001152	01/16/2020	12/16-01/15/20 SVC - 336 EL ENCANTO	\$46.23

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72912	01/28/2020		SO CALIFORNIA EDISON COMPANY	\$57,873.04
	Invoice	Date	Description	Amount
	2020-00001153	01/17/2020	12/17-01/16/20 SVC - 17635 GALE	\$1,311.03
	2020-00001155	01/17/2020	12/17-01/16/20 SVC - 1341 FULLERTON RD	\$86.83
	2020-00001156	01/17/2020	12/17-01/16/20 SVC - PECK RD S/O PELLISSIER	\$26.33
	2020-00001157	01/18/2020	12/17-01/16/20 SVC - VARIOUS SITES	\$76.40
	2020-00001158	01/18/2020	12/18-01/17/20 SVC - 900 NOGALES U	\$33.40
	2020-00001159	01/14/2020	12/12-01/13/20 SVC - 490 7TH U	\$64.61
	2020-00001160	01/18/2020	12/17-01/16/20 SVC - VARIOUS SITES	\$5,554.28
	2020-00001161	01/18/2020	12/12-01/16/20 SVC - VARIOUS SITES	\$1,216.45
	2020-00001162	01/18/2020	10/29-01/10/20 SVC - VARIOUS SITES	\$41,979.17
	2020-00001163	01/18/2020	12/01-01/01/20 SVC - VARIOUS SITES	\$4,616.39
	2020-00001164	01/18/2020	11/15-01/16/20 SVC - VARIOUS SITES	\$2,908.15
72913	01/28/2020		SO CALIFORNIA EDISON COMPANY	\$195.82
	Invoice	Date	Description	Amount
	2020-00001154	01/17/2020	12/17-01/16/20 SVC - 19001 TONNER CYN RD	\$195.82
72914	01/28/2020		SOCALGAS	\$15.78
	Invoice	Date	Description	Amount
	2020-00001165	01/16/2020	12/13-01/14/20 SVC - 610 S BREA CYN RD	\$15.78
72915	01/28/2020		THREE VALLEYS MUNICIPAL WATER	\$1,610.24
	Invoice	Date	Description	Amount
	05466	12/31/2019	12/01-12/31/19 SVC - TONNER CYN	\$1,610.24

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72916	01/28/2020		UNUM LIFE INSURANCE COMPANY	\$5,081.20
	Invoice	Date	Description	Amount
	2/1-2/29/20	01/20/2020	LONG TERM CARE PREMIUM FOR FEBRUARY 2020	\$5,081.20
72917	01/28/2020		WALNUT VALLEY WATER DISTRICT	\$3,774.29
	Invoice	Date	Description	Amount
	3548414	01/07/2020	12/01-12/31/19 SVC - GRAND CROSSING EAST	\$37.16
	3548415	01/07/2020	12/01-12/31/19 SVC - GRAND CROSSING WEST	\$106.72
	3548416	01/07/2020	12/01-12/31/19 SVC - BAKER PKWY & GRAND N/W CNR	\$1,080.10
	3548423	01/07/2020	12/01-12/31/19 SVC - E/S GRAND S/O BAKER PKWY	\$98.74
	3548464	01/07/2020	12/01-12/31/19 SVC - GRAND CROSSING PKWY W/O	\$489.65
	3548457	01/07/2020	12/01-12/31/19 SVC - 21627 GRAND CROSSING PKWY	\$80.55
	3548394	01/07/2020	12/01-12/31/19 SVC - GRAND CROSSING	\$79.84
	3548393	01/07/2020	12/01-12/31/19 SVC - GRAND AVE CROSSING	\$81.98
	3548387	01/07/2020	12/01-12/31/19 SVC - BAKER PKWY METER #2	\$92.70
	3548396	01/07/2020	12/01-12/31/19 SVC - 22002 VALLEY BLVD	\$25.88
	3548450	01/07/2020	12/01-12/31/19 SVC - END OF BAKER PKWY-TEMP	\$1,283.01
	3548456	01/07/2020	12/01-12/31/19 SVC - 21627 GRAND CROSSING PKWY	\$80.55
	3548386	01/07/2020	12/01-12/31/19 SVC - BAKER PKWY METER #1	\$129.85
	3549117	01/08/2020	11/30-12/30/19 SVC - PUMP STN N/W CHERYL	\$25.88
	3549362	01/08/2020	11/30-12/30/19 SVC - NOGALES PUMP STN	\$61.14
	3549137	01/08/2020	11/30-12/30/19 SVC - PUMP STN BREA CYN	\$20.54
72918	02/04/2020		AT & T	\$580.79
	Invoice	Date	Description	Amount
	2020-00001170	01/17/2020	01/17-02/16/20 SVC - TONNER CYN-GUARD SHACK	\$327.19
	2020-00001171	01/17/2020	01/17-02/16/20 SVC - TONNER CYN-RADIO	\$253.60

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
72919	02/04/2020			FRONTIER	\$72.51
	Invoice	Date	Description	Amount	
	2020-00001172	01/19/2020	01/19-02/18/20 SVC - 23400 E FORK AZUSA	\$72.51	
72920	02/04/2020			NEXTIVA, INC.	\$1,604.22
	Invoice	Date	Description	Amount	
	26640029608	01/28/2020	CITY HALL PHONE SVC	\$1,604.22	
72921	02/04/2020			SO CALIFORNIA EDISON COMPANY	\$1,035.89
	Invoice	Date	Description	Amount	
	2020-00001173	01/23/2020	12/20-01/22/20 SVC - VARIOUS SITES	\$136.91	
	2020-00001174	01/24/2020	12/21-01/23/20 SVC - 580 BREA CYN RD	\$11.81	
	2020-00001175	01/24/2020	12/21-01/23/20 SVC - 575 BREA CYN RD	\$11.93	
	2020-00001176	01/24/2020	12/21-01/23/20 SVC - 21380 VALLEY PED	\$11.16	
	2020-00001177	01/24/2020	12/21-01/23/20 SVC - 1007 LAWSON ST TC1	\$47.17	
	2020-00001178	01/25/2020	12/20-01/22/20 SVC - 1015 NOGALES ST	\$816.91	
72922	02/04/2020			SOCALGAS	\$16.27
	Invoice	Date	Description	Amount	
	2020-00001179	01/23/2020	12/19-01/21/20 SVC - 13756 VALLEY BLVD	\$16.27	
72923	02/04/2020			SUBURBAN WATER SYSTEMS	\$61.74
	Invoice	Date	Description	Amount	
	180090477267	01/22/2020	12/21-01/22/20 SVC - 205 HUDSON AV	\$61.74	
72924	02/13/2020			ANNEALTA GROUP	\$93,760.50

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	1653	01/13/2020	13055 E TEMPLE	\$963.00
	1656	01/13/2020	17427 COLIMA	\$1,926.00
	1654	01/13/2020	1600 AZUSA #285 AND #287	\$91.00
	1655	01/13/2020	17150 GALE AVE	\$107.00
	1657	01/13/2020	20701 E CURRIER RD	\$752.00
	1658	01/13/2020	BILLBOARD, 19465 E WALNUT D	\$675.00
	1659	01/13/2020	PENSKE DEALERSHIP	\$4,224.50
	1651	01/13/2020	STORMWATER COMPLIANCE	\$23,668.00
	1652	01/13/2020	GENERAL PLANNING SVC-DEC 2019	\$29,556.00
	1650	01/13/2020	GENERAL DEV SVC-DEC 2019	\$25,735.00
	1649	01/13/2020	PUBLIC WORKS SUPPORT SVC-DEC 2019	\$6,063.00
72925	02/13/2020		ARAMARK REFRESHMENT SERVICE,	\$67.95
	Invoice	Date	Description	Amount
	6261756	01/14/2020	COFFEE SVC AND SUPPLIES	\$67.95
72926	02/13/2020		BCM CUSTOMER SERVICE, INC.	\$3,087.60
	Invoice	Date	Description	Amount
	297711	11/26/2019	A/C REPAIR-EL ENCANTO	\$1,116.90
	297861	12/05/2019	A/C REPAIR-EL ENCANTO	\$811.90
	297673	11/19/2019	A/C REPAIR-EL ENCANTO	\$636.90
	297819	11/29/2019	A/C REPAIR-EL ENCANTO	\$521.90
72927	02/13/2020		BIRDI & ASSOCIATES, INC.	\$53,427.27
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	#3CIPFAC18-013B	02/01/2020	METROLINK STATION VIDEO SECURITY SYSTEM	\$56,239.23
72928	02/13/2020		BLAKE AIR CONDITIONING COMPANY	\$6,458.04
	Invoice	Date	Description	Amount
	55154	01/22/2020	REPLACE FAN BELTS-CITY HALL	\$367.94
	54705	11/15/2019	A/C REPAIR-CITY HALL	\$391.71
	55009	01/06/2020	A/C REPAIR-CITY HALL	\$659.58
	54742	12/04/2019	A/C REPAIR-CITY HALL	\$1,719.15
	54743	12/05/2019	A/C REPAIR-CITY HALL	\$3,319.66
72929	02/13/2020		CARTEGRAPH SYSTEMS, INC.	\$8,938.75
	Invoice	Date	Description	Amount
	BD0000851	01/13/2020	SOFTWARE SERVICE 3/22/20-3/21/21	\$8,938.75
72930	02/13/2020		CHEM PRO LABORATORY, INC	\$283.00
	Invoice	Date	Description	Amount
	656426	12/23/2019	WATER TREATMENT-DEC 2019	\$283.00
72931	02/13/2020		CINTAS CORPORATION LOC 693	\$166.80
	Invoice	Date	Description	Amount
	4040451718	01/20/2020	DOOR MATS	\$55.60
	4039801617	01/13/2020	DOOR MATS	\$55.60
	4041006240	01/27/2020	DOOR MATS	\$55.60
72932	02/13/2020		CITY OF INDUSTRY-PAYROLL ACCT	\$255,000.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	PR P/E 1/24/20	01/30/2020	REPLENISH PAYROLL FOR P/E 1/24/20	\$130,000.00
	PR P/E 1/10/20	01/21/2020	REPLENISH PAYROLL FOR P/E 1/10/20	\$125,000.00
72933	02/13/2020		CNC ENGINEERING	\$311,616.17
	Invoice	Date	Description	Amount
	500158	01/30/2020	EMERGENCY STANBY POWER GENERATOR	\$340.00
	500159	01/30/2020	CITY STREET LIGHT PURCHASE	\$862.50
	500160	01/30/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$66,863.75
	500161	01/30/2020	AVALON ROOM DESIGN	\$3,480.00
	500162	01/30/2020	METROLINK STATION SECURITY SYSTEM	\$585.00
	500163	01/30/2020	HATCHER YARD FACILITY DEMO	\$510.00
	500164	01/30/2020	CITYWIDE ADA SELF EVALUATION	\$2,297.50
	500165	01/30/2020	SITE PLAN FOR COUNTY SHERIFF TRAILER	\$828.75
	500167	01/30/2020	CATCH BASIN RETROFITS	\$3,915.00
	500168	01/30/2020	SEWER DESIGN-EXPO CENTER	\$10,495.00
	500169	01/30/2020	FULLERTON RD PCC	\$7,330.00
	500170	01/30/2020	ANNUAL PAVEMENT REHABILITATION	\$1,062.50
	500171	01/30/2020	ANNUAL SLURRY SEAL FY 2019	\$4,212.24
	500172	01/30/2020	RESURFACING OF DON JULIAN RD	\$8,227.50
	500173	01/30/2020	PRELIMINARY DESIGN OF BICYCLE PATH	\$3,300.00
	500174	01/30/2020	ADA BUS STOP IMPROVEMENTS	\$50.00
	500175	01/30/2020	ANNUAL BUS STOP ADA IMPROVEMENTS	\$780.00
	500176	01/30/2020	STARHILL LN/3RD AVE WATERLINE	\$2,895.00
	500177	01/30/2020	4TH AVE/TRAILSIDE WATERLINE	\$1,145.00
	500178	01/30/2020	DON JULIAN/BASETDALE WATERLINE	\$2,015.00
	500179	01/30/2020	GENERAL ENGINEERING-MAINT OF CITY	\$1,160.00

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
500180	01/30/2020	GENERAL ENGINEERING-TRAFFIC	\$4,250.00
500181	01/30/2020	GENERAL ENGINEERING-PLAN APPROVAL	\$14,965.00
500182	01/30/2020	GENERAL ENGINEERING-COUNTER SERVICE	\$9,147.50
500183	01/30/2020	GENERAL ENGINEERING-PERMITS	\$25,806.25
500184	01/30/2020	WALNUT DR SOUTH WIDENING	\$3,067.50
500185	01/30/2020	ARENTH AVE RECONSTRUCTION	\$1,095.99
500186	01/30/2020	GENERAL ENGINEERING 1/6-1/26/20	\$104,606.69
500187	01/30/2020	NPDES STORM WATER	\$7,552.50
500188	01/30/2020	TONNER CYN PROPERTY	\$242.50
500189	01/30/2020	EXPO CENTER STANDARDS OF FACILITY MIANT	\$9,905.00
500190	01/30/2020	PAVILION UPGRADES	\$612.50
500201	01/30/2020	INDUSTRY HILLS FUEL TANKS DISPENSING	\$195.00
500200	01/30/2020	PAINT EVALUATION OF WROUGHT IRON FENCE	\$7,815.00
72934	02/13/2020	CNC ENGINEERING	\$151,832.50
Invoice	Date	Description	Amount
500166	01/30/2020	EN ENCANTO IMPROVEMENTS	\$2,495.00
500191	01/30/2020	CHINO RANCH DAM RENOVATION	\$1,425.00
500192	01/30/2020	VARIOUS CITY PAID EXPENSES FOR TRES	\$6,030.00
500193	01/30/2020	CITY HALL MAINT	\$9,722.50
500194	01/30/2020	HOMESTEAD MUSEUM IMPROVEMENTS	\$18,682.50
500195	01/30/2020	SAFETY UPGRADES AT VARIOUS RR CROSSINGS	\$292.50
500196	01/30/2020	STIMSON AVE CROSSING AT LA SUBDIVISION	\$730.00
500198	01/30/2020	SAN JOSE AVE RECONSTRUCTION	\$5,850.00
500199	01/30/2020	TRAFFIC SIGNAL-NELSON/SUNSET	\$2,995.00
500202	01/30/2020	HIGHWAY BRIDGE PROGRAM	\$1,267.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
500203	01/30/2020	BRIDGE REHABILITATION-VALLEY BLVD		\$780.00
500204	01/30/2020	AZUSA AVE BRIDGE REPAINTING		\$1,170.00
500205	01/30/2020	FISCAL YEAR BUDGET		\$9,105.00
500206	01/30/2020	BUSINESS PKY PCC PAVEMENT		\$6,875.00
500207	01/30/2020	AZUSA AVE/TEMPLE AVE MODIFICATION		\$5,845.00
500208	01/30/2020	FOLLOW'S CAMP PROPERTY		\$2,577.50
500209	01/30/2020	RESURFACING VALLEY BLVD		\$3,720.00
500210	01/30/2020	VARIOUS ASSIGNMENTS RELATED TO SA		\$765.00
500211	01/30/2020	ARENTH AVE RECONSTRUCTION		\$1,215.00
500212	01/30/2020	ARENTH AVE STREET LIGHT PROJECT		\$1,772.50
500213	01/30/2020	ARENTH GUARD RAIL INSTALLATION		\$2,440.00
500214	01/30/2020	CARTEGRAPH MGMT		\$40,392.50
500216	01/30/2020	HOMESTEAD MUSEUM UPGRADES		\$2,735.00
500217	01/30/2020	SR57/60 FWY CONFLUENCE PROJ		\$1,017.50
500218	01/30/2020	GRAND AVE BRIDGE WIDENING		\$735.00
500219	01/30/2020	TURNBULL CYN RD GRADE SEPARATION		\$15,375.00
500197	01/30/2020	EL ENCANTO ROOF REFURBISHMENT		\$850.00
500215	01/30/2020	BALDWIN PK BLVD/AMAR RD IMPROVEMENTS		\$4,972.50
72935	02/13/2020		COALITION FOR AMERICA'S	\$1,500.00
	Invoice	Date	Description	Amount
	01/30/2020	01/30/2020	SPONSORSHIP FOR RECEPTION ON 2/20/20-LONG	\$1,500.00
72936	02/13/2020		CONSILIO, LLC	\$1,700.90
	Invoice	Date	Description	Amount
	INV119060	12/31/2019	DOCUMENT MGMT-DEC 2019	\$1,700.90

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72937	02/13/2020		COUNTY OF LA DEPT OF PUBLIC	\$87,274.60
	Invoice	Date	Description	Amount
	PW-20011303462	01/13/2020	TRAFFIC SIGNAL MAINT	\$1,875.41
	PW-20011303239	01/13/2020	STORM DAMAGE RESPONSE	\$24,896.13
	PW-20011303243	01/13/2020	LITTER/DEBRIS REMOVAL	\$889.64
	PW-20011303245	01/13/2020	INSPECTION OF SIDEWALK	\$715.17
	PW-20011303244	01/13/2020	CONCRETE REPAIRS	\$1,905.47
	PW-20011303284	01/13/2020	TRAFFIC SIGNING	\$120.30
	PW-20011303249	01/13/2020	PUMP HOUSE MAINT	\$5,352.12
	PW-20011303247	01/13/2020	STREET MAINT/INSPECTION	\$5,279.30
	PW-20011303246	01/13/2020	PAVEMENT PATCHING	\$4,818.92
	PW-20011303461	01/13/2020	TRAFFIC SIGNAL MAINT	\$2,857.88
	PW-20011303460	01/13/2020	TRAFFIC SIGNAL MAINT	\$19,052.55
	PW-20011303240	01/13/2020	EMERGENCY ROAD SERVICE	\$339.11
	PW-20011303292	01/13/2020	ASPHALT PAVEMENT CRACK SEALING	\$17,191.71
	PW-20011303209	01/13/2020	AZUSA AVE BRIDGE	\$441.67
	PW-20011303279	01/13/2020	T/S TIMING SHEETS	\$124.34
	PW-20011303268	01/13/2020	INSTALL VEHICLE DETECTION	\$1,414.88
72938	02/13/2020		DAPEER, ROSENBLIT, AND LITVAK,	\$13,035.72
	Invoice	Date	Description	Amount
	16781	12/31/2019	GENERAL CODE ENFORCEMENT-DEC 2019	\$2,929.82
	16782	12/31/2019	SPECIALIZED LEGAL SVC-DEC 2019	\$7,763.50
	16784	12/31/2019	SPECIALIZED LEGAL SVC-DEC 2019	\$2,276.40
	16783	12/31/2019	SPECIALIZED LEGAL SVC-DEC 2019	\$66.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72939	02/13/2020		DEPT OF ANIMAL CARE & CONTROL	\$2,945.82
	Invoice	Date	Description	Amount
	01/25/20	01/25/2020	SHELTER COST-DEC 2019	\$2,945.82
72940	02/13/2020		DEPT OF TRANSPORTATION	\$3,562.68
	Invoice	Date	Description	Amount
	SL200480	01/14/2020	MAINT OF SIGNAL & LIGHTS OCT-DEC 2019	\$3,562.68
72941	02/13/2020		DIAMOND BAR ELECTRIC, INC.	\$3,801.16
	Invoice	Date	Description	Amount
	15722	01/17/2020	REPAIR WIRING ISSUES-FINANCE DEPT	\$1,733.66
	15723	01/17/2020	REPAIR RECEPTACLE-COOLING TOWER ON ROOF	\$1,687.50
	15721	01/17/2020	DISCONNECT LIGHTING FIXTURES-FINANCE DEPT	\$380.00
72942	02/13/2020		DRAGON FIRE PROTECTION	\$802.17
	Invoice	Date	Description	Amount
	42718	01/14/2020	SERVICE AT 1123 HATCHER AVE	\$802.17
72943	02/13/2020		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	10298	01/14/2020	PUENTE HILLS AUTO DISPLAY-FEB 2020	\$1,763.00
72944	02/13/2020		ELEVATE PUBLIC AFFAIRS, LLC	\$18,000.00
	Invoice	Date	Description	Amount
	1809	01/17/2020	IBC STRATEGIC CONSULTING-NOV 2019	\$6,000.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1808	01/17/2020	IBC STRATEGIC CONSULTING-OCT 2019	\$6,000.00
	1810	02/17/2020	IBC STRATEGIC CONSULTING-DEC 2019	\$6,000.00
72945	02/13/2020		ENVIRONS, INC.	\$3,419.00
	Invoice	Date	Description	Amount
	3333	11/06/2020	TURNBULL CYN RD-SIDEWALK IMPROVEMENT	\$3,419.00
72946	02/13/2020		FEDERAL EXPRESS CORP.	\$123.81
	Invoice	Date	Description	Amount
	6-893-32681	01/10/2020	MESSENGER SVC	\$123.81
72947	02/13/2020		FRAZER, LLP	\$24,815.00
	Invoice	Date	Description	Amount
	164539	12/31/2019	COI-PROF SVC FOR DEC 2019	\$24,815.00
72948	02/13/2020		GONSALVES & SON, JOE A.	\$10,000.00
	Invoice	Date	Description	Amount
	157972	01/21/2020	LEGISLATIVE SVC-JAN 2020	\$10,000.00
72949	02/13/2020		GRAND CENTRAL RECYCLING &	\$586.51
	Invoice	Date	Description	Amount
	3888393	12/31/2019	SOLID WASTE-CITY HALL	\$586.51
72950	02/13/2020		HACIENDA-LA PUENTE UNIFIED	\$1,963.25
	Invoice	Date	Description	Amount
	19/20-025PP-REV	01/17/2020	BUS FUNDING STIPEND-HOMESTEAD	\$1,963.25

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72951	02/13/2020		HADDICK'S AUTO BODY	\$10,394.89
	Invoice	Date	Description	Amount
	048127	01/23/2020	SMOG TEST-LIC 1282846	\$69.00
	048132	01/23/2020	SMOG TEST-LIC 1282848	\$2,014.28
	048133	01/23/2020	SMOG TEST/MAINT-LIC 1347776	\$381.15
	048134	01/23/2020	AUTO MAINT-LIC 1557319	\$76.49
	048135	01/23/2020	SMOG TEST/MAINT-LIC 1356177	\$1,163.15
	048136	01/23/2020	AUTO MAINT-LIC 1347776	\$690.60
	048137	01/23/2020	SMOG TEST/MAINT-LIC 1166174	\$344.77
	048138	01/23/2020	AUTO MAINT-LIC 1282752	\$201.96
	048139	01/23/2020	AUTO MAINT-LIC 1279616	\$1,467.86
	048140	01/23/2020	SMOG TEST/MAINT-LIC 1429347	\$2,673.10
	048141	01/23/2020	SMOG TEST-LIC 1429333	\$69.00
	048142	01/23/2020	SMOG TEST-LIC 1379549	\$69.00
	048143	01/23/2020	SMOG TEST-LIC 6PKM569	\$69.00
	048144	01/23/2020	SMOG TEST-LIC 1429339	\$69.00
	048145	01/23/2020	AUTO MAINT-LIC 1210025	\$44.62
	048146	01/23/2020	AUTO MAINT-LIC 1094930	\$91.91
	048148	01/23/2020	SMOG REPORTS	\$900.00
72952	02/13/2020		HISTORICAL RESOURCES, INC.	\$87,971.52
	Invoice	Date	Description	Amount
	01/30/20	01/30/2020	AGRMT REIMBURSEMENT FOR DEC 2019-JAN 2020	\$87,462.83
	01/30/20-A	01/30/2020	REIMBURSE FOR OFFICE SUPPLIES	\$508.69

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72953	02/13/2020		INDUSTRY SECURITY SERVICES	\$18,352.85
	Invoice	Date	Description	Amount
	14-24405	01/17/2020	SECURITY SVC-VARIOUS CITY SITES	\$8,327.88
	14-24396	01/17/2020	VEHICLE FUEL-TRES HERMANOS	\$653.70
	14-24418	01/24/2020	SECURITY SVC-VARIOUS CITY SITES	\$8,874.92
	14-24425	01/24/2020	VEHICLE FUEL-TRES HERMANOS	\$496.35
72954	02/13/2020		INDUSTRY SECURITY SERVICES	\$24,200.10
	Invoice	Date	Description	Amount
	14-24400	01/17/2020	SECURITY SVC 1/10-1/16/20	\$11,731.84
	14-24413	01/24/2020	SECURITY SVC 1/7-1/23/20	\$12,468.26
72955	02/13/2020		INDUSTRY STATION ATHLETIC FUND	\$1,200.00
	Invoice	Date	Description	Amount
	1/28/2020	01/28/2020	2XGOLD SPONSOR FOR WELLNESS PROGRAM	\$1,200.00
72956	02/13/2020		INTERIOR IMAGES, INC.	\$1,111.54
	Invoice	Date	Description	Amount
	3016REV	01/22/2020	INTERIOR DESIGN-EL ENCANTO FACILITY	\$1,111.54
72957	02/13/2020		JEFF PARRIOTT PHOTOGRAPHIC	\$5,077.50
	Invoice	Date	Description	Amount
	00603	01/29/2020	PROF SVC-HOMESTEAD	\$5,077.50
72958	02/13/2020		JMDiaz, Inc.	\$550.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	037 (19-234)	12/31/2019	STAFF AUGMENTATION-DEC 2019	\$550.00
72959	02/13/2020		KEENAN AND ASSOCIATES	\$4,202.00
	Invoice	Date	Description	Amount
	238370	01/20/2020	P&L CLAIMS ADMIN FEE OCT-DEC 2019	\$4,202.00
72960	02/13/2020		L A COUNTY DEPT OF PUBLIC	\$10,489.11
	Invoice	Date	Description	Amount
	SA200000230	12/18/2019	CATCH BASIN CLEANOUT FY 18/19	\$10,489.11
72961	02/13/2020		L A COUNTY DEPT OF PUBLIC	\$49,255.93
	Invoice	Date	Description	Amount
	IN200000529	01/23/2020	BLDG & SAFETY-ONE STOP SHOP-NOV 2019	\$49,255.93
72962	02/13/2020		L A COUNTY SHERIFF'S	\$939,511.52
	Invoice	Date	Description	Amount
	202042AL	01/10/2020	SHERIFF CONTRACT-DEC 2019	\$898,511.69
	202202AL	01/20/2020	SPECIAL EVENT-DIRECTED PATROL	\$40,694.60
	202102AL	01/15/2020	HELICOPTER SVC-JUL 2019	\$305.23
72963	02/13/2020		LEAGUE OF CALIFORNIA CITIES	\$81.00
	Invoice	Date	Description	Amount
	628235	02/28/2020	MEMBERSHIP DUES FOR 2020	\$81.00
72964	02/13/2020		LOCKE LORD LLP	\$119,358.80
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1550731	01/16/2020	LEGAL SVC-DEC 2019	\$98,326.09
	1550732	01/17/2020	LEGAL SVC-DEC 2019	\$21,032.71
72965	02/13/2020		LOS ANGELES TIMES	\$90.47
	Invoice	Date	Description	Amount
	10007093243-D	12/31/2019	SUBSCRIPTION THRU 5/4/20-CITY HALL	\$90.47
72966	02/13/2020		LUBE PIT STOP	\$118.36
	Invoice	Date	Description	Amount
	244162	01/29/2020	AUTO MAINT-LIC 1356177	\$43.60
	243246	01/10/2020	A/C MAINT-LIC 1534692	\$74.76
72967	02/13/2020		MEAD AND HUNT, INC.	\$5,207.00
	Invoice	Date	Description	Amount
	298933	01/20/2020	CHINO DAM INUNDATION AND EAP	\$5,207.00
72968	02/13/2020		MERRITT'S ACE HARDWARE	\$243.12
	Invoice	Date	Description	Amount
	115146	11/15/2019	MISC SUPPLIES-HOMESTEAD	\$48.36
	115523	12/05/2019	MISC SUPPLIES-HOMESTEAD	\$7.88
	115050	11/11/2019	MISC SUPPLIES-HOMESTEAD	\$43.89
	114821	10/29/2019	MISC SUPPLIES-HOMESTEAD	\$142.99
72969	02/13/2020		MR PLANT & INTERIOR BOTANICAL	\$770.00
	Invoice	Date	Description	Amount
	FEB 14474	02/01/2020	PLANT MAINT-FEB 2020	\$770.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72970	02/13/2020		MUNI-ENVIRONMENTAL, LLC	\$20,862.95
	Invoice	Date	Description	Amount
	20-003	01/24/2020	COMMERCIAL WASTE PROGRAM	\$20,862.95
72971	02/13/2020		MX GRAPHICS, INC.	\$684.39
	Invoice	Date	Description	Amount
	20182	01/27/2020	MICROFICHE SCAN	\$257.33
	20181	01/27/2020	MICROFICHE SCAN	\$213.53
	20065	01/13/2020	MICROFICHE SCAN	\$213.53
72972	02/13/2020		NELSON, JOSHUA	\$373.52
	Invoice	Date	Description	Amount
	2/1/2020	02/01/2020	REIMBURSEMENT FOR TRAVEL EXPENSES	\$373.52
72973	02/13/2020		NEW GENERATION WALLCOVERING	\$1,000.00
	Invoice	Date	Description	Amount
	19-108	01/13/2020	INSTALL WALLPAPER-FINANCE DEPT	\$1,000.00
72974	02/13/2020		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	347	01/31/2020	JANITORIAL SVC-CITY HALL	\$5,500.00
	345	01/31/2020	JANITORIAL SVC-IBC	\$1,467.00
	346	01/31/2020	JANITORIAL SVC-15660 STAFFORD (YAL)	\$1,815.00
72975	02/13/2020		ORSA CONSULTING ENGINEERS,	\$9,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	SHERIF TR-1	01/13/2020	ELECTRICAL ENG DESIGN-SHERIFF'S TRAIL	\$9,000.00
72976	02/13/2020		PARS	\$600.00
	Invoice	Date	Description	Amount
	44665	01/10/2020	ARS FEES-NOV 2019	\$300.00
	44699	01/14/2020	REP FEES-NOV 2019	\$300.00
72977	02/13/2020		PEDROZA JR, SAMUEL	\$43.78
	Invoice	Date	Description	Amount
	01/27/20	01/27/2020	REIMBURSE FOR LUNCH MEETING	\$43.78
72978	02/13/2020		PERFORMING ART FLOORING, INC.	\$7,684.00
	Invoice	Date	Description	Amount
	190074-1	01/10/2020	REPLACE FLOORING-TRES HERMANOS (CHERIE'S	\$7,684.00
72979	02/13/2020		PITNEY BOWES, INC.	\$88.41
	Invoice	Date	Description	Amount
	1014705424	01/06/2020	RED INK CARTRIDGE	\$88.41
72980	02/13/2020		PLACEWORKS	\$1,723.43
	Invoice	Date	Description	Amount
	70820	12/31/2019	HOUSING ELEMENT SVC	\$975.00
	70975	12/31/2019	GRAND AVE WIDENING	\$748.43
72981	02/13/2020		POST ALARM SYSTEMS	\$304.38

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	1237477	01/06/2020	MONITORING SVC-HOMESTEAD	\$304.38
72982	02/13/2020		R.F. DICKSON CO., INC.	\$18,901.65
	Invoice	Date	Description	Amount
	2510074	12/31/2019	STREET AND PARKING LOT SWEEPING-DEC 2019	\$18,901.65
72983	02/13/2020		R.P. LAURAIN & ASSOCIATES, INC.	\$4,800.00
	Invoice	Date	Description	Amount
	9724	01/22/2020	APPRAISAL FEES-16157 GALE AVE	\$4,800.00
72984	02/13/2020		RICOH USA, INC.	\$1,085.94
	Invoice	Date	Description	Amount
	5058582716	01/12/2020	METER READING-TREASURY	\$18.91
	5058550858	01/08/2020	METER READING-VARIOUS COPIERS	\$525.01
	32912297	01/17/2020	COPIER LEASE-TREASURY	\$252.66
	32911560	01/17/2020	COPIER LEASE-ENGINEERING	\$289.36
72985	02/13/2020		RICOH USA, INC.	\$3,342.36
	Invoice	Date	Description	Amount
	66535783	01/11/2020	COPIER LEASE-VARIOUS	\$2,524.53
	66554424	01/11/2020	COPIER LEASE-VARIOUS	\$817.83
72986	02/13/2020		ROWLAND UNIFIED SCHOOL	\$150.00
	Invoice	Date	Description	Amount
	1920AACBTA	01/27/2020	BUS FUNDING STIPEND ON 5/14/20-HOMESTEAD	\$150.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72987	02/13/2020		SAN GABRIEL VALLEY	\$4,320.00
	Invoice	Date	Description	Amount
	COI200122M	01/22/2020	LANDSCAPE SVC-TRAIL MAINT	\$4,320.00
72988	02/13/2020		SAN GABRIEL VALLEY ECONOMIC	\$250.00
	Invoice	Date	Description	Amount
	2/3/2020	02/03/2020	FULL PAGE AD- ECONOMIC FORECAST SUMMIT	\$250.00
72989	02/13/2020		SAN GABRIEL VALLEY NEWSPAPER	\$755.00
	Invoice	Date	Description	Amount
	0011355603	01/22/2020	NOTICE OF INTENT-PENSKE DEALERSHIP	\$755.00
72990	02/13/2020		SAN GABRIEL VALLEY WATER	\$1,531.18
	Invoice	Date	Description	Amount
	01/01/2020	01/01/2020	DUES 2020 AND ASSESSMENT FOR FY 18/19	\$1,531.18
72991	02/13/2020		SATSUMA LANDSCAPE & MAINT.	\$118,704.19
	Invoice	Date	Description	Amount
	0120TA	01/27/2020	TEMPLE & AZUSA	\$39,072.61
	0120XROADS	01/27/2020	CROSSROADS PKY NORTH AND SOUTH	\$28,981.12
	0120CH	01/27/2020	CIVIC FINANCIAL CENTER	\$50,650.46
72992	02/13/2020		SCS FIELD SERVICES	\$15,029.97
	Invoice	Date	Description	Amount
	0368931	12/31/2019	INDUSTRY HILLS MAINT-LANDFILL GAS SYSTEM	\$15,029.97

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72993	02/13/2020		SHAWNAN	\$583,674.60
	Invoice	Date	Description	Amount
	#3CIP-EXPO-1	02/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$185,366.00
	#3CIP-EXPO-51	02/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$11,000.00
	#3CIP-EXPO-102	02/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$77,230.00
	#3CIP-EXPO-152	02/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$33,100.00
	#3EXPO-1	02/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$302,148.32
	#4EXPO-51	02/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$2,600.00
	#4EXPO-102	02/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$2,320.00
	#4EXPO-152	02/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$630.00
72994	02/13/2020		SO CAL INDUSTRIES	\$181.60
	Invoice	Date	Description	Amount
	421554	01/24/2020	FENCE RENTAL-INDUSTRY HILLS	\$90.34
	419066	01/08/2020	RR RENTAL-TONNER CYN/57FWY	\$91.26
72995	02/13/2020		SOUTH COAST A.Q.M.D.	\$1,820.48
	Invoice	Date	Description	Amount
	3577261	01/02/2020	FLAT FEE EMISSIONS-INDUSTRY HILLS	\$136.40
	3574388	01/02/2020	ICE EM FLOOD CTL-INDUSTRY HILLS	\$1,684.08
72996	02/13/2020		SPARKLETTS	\$127.95
	Invoice	Date	Description	Amount
	16916898 011720	01/17/2020	WATER DELIVERY	\$82.44
	17165913 011720	01/17/2020	WATER DELIVERY	\$45.51

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72997	02/13/2020		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894011020	01/10/2020	BUSINESS INTERNET-JAN 2020	\$938.99
72998	02/13/2020		SQUARE ROOT GOLF & LANDSCAPE,	\$168,223.84
	Invoice	Date	Description	Amount
	1466H-1	12/30/2019	GRAFFITI REMOVAL	\$1,884.26
	1470ELHM	01/29/2020	LANDSCAPE SVC-HOMESTEAD	\$19,853.28
	1471H-2	01/29/2020	SIGN REPAIR & INSTALLATION	\$1,926.55
	1471H	01/29/2020	LANDSCAPE SVC-VARIOUS CITY SITES	\$129,404.10
	1469ELHM	01/29/2020	LANDSCAPE SVC-EL ENCANTO	\$8,817.60
	1468ELHM	01/29/2020	LANDSCAPE SVC-VARIOUS CITY SITES	\$3,764.80
	1471H-1	01/29/2020	GRAFFITI REMOVAL	\$2,573.25
72999	02/13/2020		STAPLES BUSINESS ADVANTAGE	\$1,384.33
	Invoice	Date	Description	Amount
	8057086543	01/11/2020	OFFICE SUPPLIES	\$1,384.33
73000	02/13/2020		STATE OF CALIFORNIA DEPT OF	\$49.00
	Invoice	Date	Description	Amount
	428764	01/06/2020	FINGERPRINT SVC-DEC 2019	\$49.00
73001	02/13/2020		SYNCHRONY BANK/AMAZON	\$325.83
	Invoice	Date	Description	Amount
	SOSQC230	01/10/2020	OFFICE SUPPLIES	\$325.83

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
73002	02/13/2020	THE BIG NORWEGIAN			\$2,643.94
	Invoice	Date	Description	Amount	
	55960	01/14/2020	REPAIR 2006 VERMER CHIPPER	\$1,963.94	
	55959	01/14/2020	REPAIR 2000 KUBOTA-HATCHER YD	\$680.00	
73003	02/13/2020	THE TECHNOLOGY DEPOT			\$12,602.25
	Invoice	Date	Description	Amount	
	12617	01/16/2020	NETWORK MAINT-TICKET #16176	\$910.00	
	12599	01/14/2020	NETWORK MAINT-TICKET #16128	\$786.25	
	12598	01/14/2020	NETWORK MAINT-TICKET #16147	\$41.25	
	12616	01/16/2020	NETWORK MAINT-TICKET #16157	\$745.00	
	12597	01/14/2020	NETWORK MAINT-TICKET #16085	\$82.50	
	12615	01/16/2020	NETWORK MAINT-TICKET #16149	\$82.50	
	12600	01/14/2020	NETWORK MAINT-TICKET #16146	\$745.00	
	12484	01/03/2020	ANNUAL RENEWAL 3/14/20-3/13/21	\$4,081.00	
	12648	01/24/2020	NETWORK MAINT-TICKET #16238	\$82.50	
	12643	01/24/2020	NETWORK MAINT-TICKET #16192	\$41.25	
	12645	01/24/2020	NETWORK MAINT-TICKET #16188	\$41.25	
	12646	01/24/2020	NETWORK MAINT-TICKET #16209	\$41.25	
	12649	01/24/2020	NETWORK MAINT-TICKET #16105	\$206.25	
	12644	01/24/2020	NETWORK MAINT-TICKET #16187	\$41.25	
	12647	01/24/2020	NETWORK MAINT-TICKET #16190	\$82.50	
	12651	01/24/2020	NETWORK MAINT-TICKET #16277	\$288.75	
	12652	01/24/2020	NETWORK MAINT-TICKET #16004	\$581.25	
	12653	01/24/2020	NETWORK MAINT-TICKET #16158	\$415.00	
	12654	01/24/2020	NETWORK MAINT-TICKET #16275	\$580.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
February 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	12655	01/24/2020	NETWORK MAINT-TICKET #16240	\$745.00
	12656	01/24/2020	NETWORK MAINT-TICKET #16260	\$745.00
	12657	01/24/2020	NETWORK MAINT-TICKET #16224	\$1,031.25
	12650	01/24/2020	NETWORK MAINT-TICKET #16219	\$206.25
73004	02/13/2020		THOMSON REUTERS - WEST	\$10,049.48
	Invoice	Date	Description	Amount
	841669161	01/04/2020	WEST'S ANNO CALIF CODES	\$10,049.48
73005	02/13/2020		VALLEY POWER SYSTEMS, INC.	\$619.00
	Invoice	Date	Description	Amount
	R62922	01/21/2020	GENERATOR INSPECTION-CITY HALL	\$619.00
73006	02/13/2020		VETERANS BENEFIT TEAM ROPING	\$25,000.00
	Invoice	Date	Description	Amount
	1/29/2020	01/29/2020	SUPPORT HORSE THERAPY PROGRAM AND TRAIL	\$25,000.00
73007	02/13/2020		WEATHERITE SERVICE	\$1,096.62
	Invoice	Date	Description	Amount
	L185511	01/10/2020	A/C MAINT-15660 STAFFORD & 15559 RAUSCH	\$420.00
	L185509	01/10/2020	A/C MAINT-IBC	\$504.62
	L185455	01/03/2020	A/C MAINT-IBC	\$172.00
73008	02/13/2020		WILLDAN ENGINEERING	\$125.00
	Invoice	Date	Description	Amount
	00618591	01/15/2020	ENGINEERING SVC-NELSON/PUENTE AVE	\$125.00

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

73009	02/13/2020	WKE, INC	\$2,407.20	
	Invoice	Date	Description	Amount
	19008.01	01/21/2020	BRIDGE REHAB-VALLEY BLVD	\$2,407.20

Checks	Status	Count	Transaction Amount
	Total	117	\$3,575,604.57

CITY COUNCIL

ITEM NO. 6.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 8, 2018
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CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki 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 Mark D. Radecki.

ROLL CALL

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

STAFF PRESENT: James M. Casso, City Attorney; Susan Paragas, Director of Finance; Alex Gonzalez, Director of Development Services and Administration; and Diane M. Schlichting, City Clerk.

City Attorney Casso requested that the Council allow a Closed Session item be added to the agenda. The anticipated litigation was brought to the attention of the Attorney's office after the agenda had been posted, and would be Item No. 10.9.

MOTION BY MAYOR RADECKI, AND SECOND BY MAYOR PRO TEM MOSS TO ADD ITEM NO. 10.9, TO CLOSED SESSION ON TODAY'S AGENDA. 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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 8, 2018
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PUBLIC COMMENTS

David Porter brought a signed petition to enter into the record, to reconsider the building of 25 homes, with the concern of traffic, safety, and the lowering of house values in the area.

Mr. Daniel Levanos from One Legacy and Donate Life, introduced himself to the City Council and provided information on how to become an organ donor and gave statistics on organ transplants.

CONSENT CALENDAR

5.1 CONSIDERATION OF REGISTER OF DEMANDS FOR MARCH 8, 2018

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 OCTOBER 13, 2016 REGULAR MEETING, OCTOBER 27, 2016 REGULAR MEETING, NOVEMBER 10, 2016 REGULAR MEETING, NOVEMBER 17, 2016 REGULAR MEETING, DECEMBER 8, 2016 REGULAR MEETING, DECEMBER 8, 2016 SPECIAL MEETING, AND DECEMBER 22, 2016 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

City Clerk Diane M. Schlichting, pulled Item No. 5.2, until the March 22nd meeting.

Director of Finance Susan Paragas, advised the Council that check #68227 on page 4 of the Register of Demands has been cancelled, pending future review, and check #68254 is pending further details from Cordoba Corporation.

Mayor Pro Tem Moss recused herself from check number 68253 for item 1 (Register of Demands) because she had a potential or actual financial conflict of interest in that she is employed by CNC Engineering.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 8, 2018
PAGE 3

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBER 68253 ON ITEM 1 (REGISTER OF DEMANDS) AND PULL CANCELLED CHECK # 68227, AND CHECK # 68254, IN PENDING STATUS, AND PULL ITEM 2, PER CITY CLERK. 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

6.1 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH JOE A. GONSALVES & SON FOR GOVERNMENTAL RELATIONS SERVICES

RECOMMENDED ACTION: Approve the Agreement.

MOTION BY COUNCIL MEMBER MARCUCCI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AGREEMENT. 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

6.2 CONSIDERATION OF RESOLUTION NO. CC 2018-06 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE FISCAL YEAR 2017-2018 MID-YEAR BUDGET AMENDMENTS

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-06.

Director of Finance Susan Paragas, provided a staff report and was available to answer any questions.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 8, 2018
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MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO ADOPT RESOLUTION NO. CC 2018-06. 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

6.3 CONSIDERATION OF ORDINANCE NO. 804 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 10.40.010 OF CHAPTER 10.40 (SPEED LIMITS) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE CITY OF INDUSTRY MUNICIPAL CODE (FIRST READING)

RECOMMENDED ACTION: 1) Waive reading of Ordinance No. 804 and read by title only; and 2) introduce Ordinance No. 804.

City Engineer Ramirez, provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO WAIVE READING OF ORDINANCE NO. 804 AND READ BY TITLE ONLY. 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

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO INTRODUCE ORDINANCE NO. 804. 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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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6.4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH GOSS ENGINEERING, INC., AGREEMENT NO. DS-18-019-B, FOR EXPO BARN FACILITIES LIGHTING UPGRADE DESIGN AND SPECIFICATIONS SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$15,260.00, FROM MARCH 8, 2018 TO MARCH 8, 2019

RECOMMENDED ACTION: *Approve the Agreement.*

Project Manager, Michael Cruz from Cordoba Corporation, provided a staff report and City Engineer Ramirez provided additional information. Both were available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AGREEMENT. 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

6.5 CONSIDERATION OF AMENDMENT NO. 1 TO THE CALL FOR PROJECTS FUNDING AGREEMENT (CFP #F5100) BETWEEN THE CITY OF INDUSTRY AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) FOR THE SR 57/60 CONFLUENCE, GRAND AVENUE AT GOLDEN SPRINGS DRIVE PROJECT

RECOMMENDED ACTION: *Approve the Amendment.*

Deputy Agency Engineer Nelson, provided a staff report and was available to answer any questions.

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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AYES: COUNCIL MEMBERS: CRUZ, MARCUCCI, RUGGLES, MOSS,
RADECKI
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

6.6 CONSIDERATION OF SECOND AMENDMENT TO THE JOINT USE AGREEMENT BETWEEN THE CITY OF INDUSTRY AND WEST COVINA TO DEFINE AND PERMIT THE REQUESTED UPGRADES TO THE 1 INDUSTRY HILLS PARKWAY RADIO SITE

RECOMMENDED ACTION: Approve the Amendment.

Captain Murray from the West Covina Police Department spoke on behalf of this item and Director of Development Services and Administration Gonzalez provided additional information and both were available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE THE AMENDMENT. 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

6.7 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR SOLICITATION OF PUBLIC BIDS FOR AGREEMENT NO. DS-18-040-B, INDUSTRY HILLS GRAND ARENA PAINTING, FOR AN ESTIMATED COST OF \$1,100,000.00

RECOMMENDED ACTION: Provide direction to staff.

Construction Manager Phil Valadez from Cordoba Corporation provided a staff report and Director of Development Services and Administration Gonzalez provided additional information. Both were available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO MOVE FORWARD WITH THE PROJECT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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AYES: COUNCIL MEMBERS: CRUZ, MARCUCCI, RUGGLES, MOSS,
RADECKI
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

6.8 PRESENTATION, DISCUSSION, AND DIRECTION REGARDING THE CONCEPTUAL DESIGN FOR THE AVALON ROOM AT INDUSTRY HILLS EXPO CENTER

RECOMMENDED ACTION: Provide direction to staff.

6.9 PRESENTATION, DISCUSSION, AND DIRECTION REGARDING THE CONCEPTUAL DESIGN FOR THE PATIO CAFÉ AT INDUSTRY HILLS EXPO CENTER

RECOMMENDED ACTION: Provide direction to staff.

Portfolio Manager, Sonia Babian with Cordoba Corporation, provided a presentation to the Council for item Nos. 6.8 and 6.9, and conversation ensued regarding the suggested upgrades. The Council agreed for the Cordoba Corporation to proceed with drawings then send out to bid with Planet Bids. Direction was given and no vote was necessary.

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CLOSED SESSION

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

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- 10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
(1 Potential Case)
- 10.2 CONFERENCE WITH LEGAL COUNSEL – Public Employment pursuant to
Government Code Section 54957
Title: City Manager
- 10.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Burke Williams & Sorensen, LLP, et al.
Los Angeles Superior Court
Case No. KC068777
- 10.4 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Sincere Orient Commercial Corp., v City of Industry, et al
United States District Court, Central District
Case No. 2:17-cv-04755-PSC RAO
- 10.5 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. Oversight Board of the Successor Agency to
the Industry Urban-Development Agency; Successor Agency to the
Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002718-CU-WM-GDS
- 10.6 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to
the Industry Urban-Development Agency; Successor Agency to the
Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS

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10.7 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: City of Diamond Bar v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Los Angeles

Case No. BS171295

10.8 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: City of Chino Hills v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Los Angeles

Case No. BS171398

10.9 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):

One Case

Mayor Radecki recessed the meeting into Closed Session.

Mayor Radecki reconvened the meeting. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 10.1, 10.5, 10.6, 10.7, 10.8, and 10.9, direction was given to the City Attorney's office. No final action taken.

With regard to Closed Session items 10.2, 10.3, and 10.4, no reportable action.

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ADJOURNMENT

There being no further business, the City Council adjourned.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CITY CLERK

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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 9:05 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; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

There were none.

5. PRESENTATION – AIR QUALITY UPDATE FOR THE CITY OF INDUSTRY BY MICHAEL CASSIOTTI, BOARD MEMBER FROM SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD).

Mr. Michael Cacciotti, Governing Board Member of the South Coast Air Quality Management District (AQMD) gave a brief overview to the City Council on how the South Coast Air Quality Management District was formed; the areas they cover; air pollution problems and their health impacts, and the various programs available.

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CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 9, 2020

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

6.2 CONSIDERATION OF THE MINUTES OF THE DECEMBER 12, 2019 SPECIAL MEETING AND DECEMBER 12, 2019 SPECIAL MEETING

Council Member Radecki recused himself from check number 72793 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 72793 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1 CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1455 ANNUAL PAVEMENT REHABILITATION TO GENTRY BROTHERS, INC. FOR AN AMOUNT NOT TO EXCEED \$420,492.00, AND ADOPTION OF A NOTICE OF EXEMPTION REGARDING SAME (PROJECT NO. CIP-STR-19-043-B)

RECOMMENDED ACTION: *Award the contract to Gentry Brothers, Inc., in the amount of \$420,492.00, and adopt a Notice of Exemption for the project.*

Contract City Engineer, Josh Nelson, provided a staff report and was available to answer any questions.

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MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO AWARD THE CONTRACT TO GENTRY BROTHERS, INC., IN THE AMOUNT OF \$420,492.00, AND ADOPT A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.2 CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. TO PROVIDE HEDGE AND TREE TRIMMING, AND TREE/VEGETATION REMOVALS ALONG VALLEY BOULEVARD FOR AN AMOUNT NOT TO EXCEED \$37,000.00 (JN-6201 #7)

RECOMENDED ACTION: *Approve the Agreement.*

Contract City Engineer, Josh Nelson, provided a staff report and was available to answer any questions.

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

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

7.3 CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1456 SITE PLAN FOR SHERIFF TRAILER TO MVC ENTERPRISES, INC. FOR AN AMOUNT NOT TO EXCEED \$1,835,702.54 AND ADOPTION OF A NOTICE OF EXEMPTION REGARDING SAME (PROJECT NO. CIP-FAC-19-049-B)

RECOMMENDED ACTION: *Award the contract to MVC Enterprises, Inc. in the amount of \$1,835,702.54 and adopt a Notice of Exemption for the project.*

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Contract City Engineer, Josh Nelson, provided a staff report and was available to answer any questions.

Mayor Cory Moss introduced Lieutenant John Gannon of the Los Angeles County Sheriff's Department, with the Mental Evaluation Team (MET). Lieutenant Gannon addressed the City Council with regard to the new site plan. He thanked the Council for their continued support.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM MARCUCCI TO AWARD THE CONTRACT TO MVC ENTERPRISES, INC., IN THE AMOUNT OF \$1,835,702.54 AND ADOPT A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.4 CONSIDERATION OF THE ASSIGNMENT AND ASSUMPTION OF INTEREST OF THE PURCHASE AND SALE AGREEMENT BETWEEN P.T. ENTERPRISES, LLC AND THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY FOR THE PROPERTY LOCATED AT 17647 GALE AVENUE

Recommended Action: The City Council approve the Assignment and Assumption of Interest related to the Purchase and Sale Agreement for the property located at 17647 Gale Avenue.

City Attorney, James M. Casso, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE THE ASSIGNMENT AND ASSUMPTION OF INTEREST RELATED TO THE PURCHASE AND SALE AGREEMENT FOR THE PROPERTY LOCATED AT 17647 GALE AVENUE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.5 CONSIDERATION OF A PURCHASE AND SALE AGREEMENT BETWEEN P.T. ENTERPRISES, LLC AND THE CITY OF INDUSTRY FOR PROPERTY LOCATED AT 17647 GALE AVENUE

Recommended Action: The City Council approve the Purchase and Sale Agreement for the property located at 17647 Gale Avenue.

City Attorney, James M. Casso, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE THE PURCHASE AND SALE AGREEMENT FOR THE PROPERTY LOCATED AT 17647 GALE AVENUE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.6 CONSIDERATION OF A GROUND LEASE AGREEMENT BETWEEN P.T. ENTERPRISES, LLC AND THE CITY OF INDUSTRY FOR PROPERTY LOCATED AT 17647 GALE AVENUE

Recommended Action: The City Council approve the Ground Lease for the property located at 17647 Gale Avenue.

City Attorney, James M. Casso, provided a staff report and Contract City Engineer, Josh Nelson, provided a Power Point presentation of the parcel. Both were available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RADECKI TO APPROVE THE GROUND LEASE FOR THE PROPERTY LOCATED AT 17647 GALE AVENUE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PUBLIC HEARING

8.1 SECOND READING AND ADOPTION OF AN ORDINANCE ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2019 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2019 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2019 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2019 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2019 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2019 EDITION; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME

RECOMMENDED ACTION: Open Public Hearing, take testimony, and adopt Ordinance No. 808.

Mayor Moss opened the public hearing at 9:49 a.m.

Mayor Moss inquired if anyone wanted to be heard on the matter.

There were no public comments.

Mayor Moss closed the public hearing at 9:50 a.m.

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MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO OPEN PUBLIC HEARING, TAKE TESTIMONY, AND ADOPT ORDINANCE NO. 808. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Moss spoke about attending the Contract Cities Legislative Tour last week along with Council Members Marcucci and Ruggles. The two main topics of discussion were homelessness and housing

ADJOURNMENT

There being no further business, the City Council adjourned at 9:55 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

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: Joshua Nelson, City Engineer *JN*
Tapas Dutta, Senior Project Manager, CNC Engineering *TD*

DATE: February 13, 2020

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Owen Group, Limited Partnership, for the ADA Self Evaluation and Transition Plan, extending the term through December 31, 2020 (CIP-FAC-18-024-A)

Background:

On December 13, 2018, the City Council approved a Professional Services Agreement (“Agreement”) with Owen Group, Inc. for providing professional services for the ADA Self Evaluation and Transition Plan Project. The scope of services included providing training to City Staff on the ADA self-evaluation process, soliciting public input through questionnaires, prepare sample policies and procedures, supplying resources to facilitate managing ADA facilities, providing field assessments of existing ADA facilities, supporting the development of GIS database of ADA facilities, developing an ADA Transition Plan and providing a final report. On or about March 15, 2019, Owen Group, Inc. was dissolved and converted into Owen Group, Limited Partnership, a Nevada limited partnership (“Owen Group”).

Discussion:

The Owen Group is continuing to work on the field assessments and final report. This project encountered unforeseen delays for the field work due to longer than expected coordination with facility owners for scheduling field visits and delays due to limited availability of as-builts for a number of facilities. The Agreement with Owen Group will expire on February 28, 2020. Amendment No. 1 will extend the term through December 31, 2020, allowing Owen Group to complete the project. A budget increase is not needed for the term extension. Amendment No. 1 will also transfer all obligations previously held by Owen Group, Inc. to Owen Group, limited partnership.

Fiscal Impact:

There is no fiscal impact associated with Amendment No. 1.

Recommendation:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Owen Group, Limited Partnership.

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with Owen Group, Limited Partnership, dated February 13, 2020.
-

TH/JN:jf

EXHIBIT A

Amendment No. 1 to Professional Services Agreement with Owen Group,
Limited Partnership, dated February 13, 2020

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH OWEN GROUP, LIMITED
PARTNERSHIP**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 13th day of February, 2020 (“Effective Date”), by and between the City of Industry, a municipal corporation (“City”) and Owen Group, Limited Partnership, a Nevada limited partnership (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about December 13, 2018, the Agreement was entered into and executed between the City and the Owen Group, Inc. (“Owen”) to provide professional services for the ADA Self Evaluation and Transition Plan; and

WHEREAS, on or about March 15, 2019, Owen was dissolved, and converted into Owen Group, Limited Partnership, a Nevada limited partnership. Given the dissolution of Owen, effective March 15, 2019, the Parties desire to transfer all obligations previously held by Owen to Owen Group, Limited Partnership; and

WHEREAS, the Agreement is set to expire on February 28, 2020, and an extension through December 31, 2020 is needed for Owen Group, Limited Partnership to complete remaining the field work, analysis and final report; and

WHEREAS, it is also necessary to amend the Agreement to reflect the current address for the City Attorney; and

WHEREAS, for the reasons set forth herein, the City and Owen Group, Limited Partnership desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT

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

Effective March 15, 2019, in all instances, the term “Consultant” shall mean Owen Group, Limited Partnership, a Nevada limited partnership. Commencing as of the March 15, 2019, all obligations and rights under the Agreement which previously designated Owen Group, Inc. as the responsible party, shall be assigned to the Owen Group, Limited Partnership.

1. TERM

Section 3 is hereby revised to read in its entirety as follows:

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

14. 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

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

“CITY”
City of Industry

“CONSULTANT”
Owen Group, Limited Partnership

By: _____
Troy Helling, City Manager

By: _____
Steven Hooper, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

**EXHIBIT A TO AMENDMENT NO. 1:
PROFESSIONAL SERVICES AGREEMENT WITH OWEN GROUP, LIMITED
PARTNERSHIP DATED DECEMBER 13, 2018**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 13, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Owen Group, Inc. a Nevada 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 February 28, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Eighty-Eight Thousand, Eight Hundred and Ten dollars (\$288,810.00) 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

To Consultant:

Steven Hooper, Vice President
Owen Group, Inc.
811 Wilshire Boulevard, Suite 1050
Los Angeles, CA 90017-3224

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

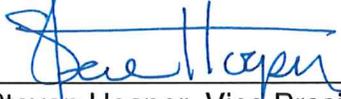
Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

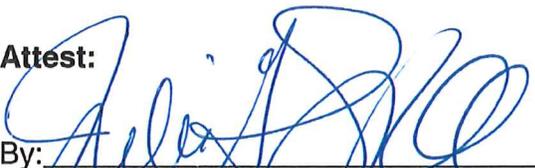
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Industry

By: 
Troy Helling, City Manager

"CONSULTANT"
Owen Group, Inc.

By: 
Steven Hooper, Vice President

Attest:

By: 
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

- 1) City Training on ADA requirements and City Staff obligations at onset of project to facilitate interest in the Self Evaluation Process
- 2) Coordinate with the City to designate a City staff member(s) as an ADA coordinator and/or ADA liaison team
- 3) Provide opportunity for public input through questionnaires distributed to city businesses via the Industry Business Council and incorporate into the Self Evaluation
- 4) Prepare sample policies and procedures for the City such as:
 - a. Grievance Procedure
 - b. Reasonable Modifications for Policies and Procedures
 - c. Special Event Policies
 - d. ADA Notices
- 5) Provide the City with a toolkit of ADA Resources to facilitate managing City facilities, both existing and future in relation to ADA compliance
- 6) Conduct ADA compliance field assessments for the Facilities provided in Attachment A. Said assessment shall include, but is not limited to, the following: Existing conditions, non-compliant ADA features and recommended upgrades for the City of Industry's 87 miles of sidewalks, which includes but isn't limited to curb ramps, transit stops, and traffic signals
- 7) Develop a GIS database in conjunction with the existing City GIS databases with City facilities
- 8) Develop an ADA database to work with the GIS database for AFA related facilities
- 9) In consultation with City staff, Consultant shall develop an ADA Transition Plan, which complies with all applicable laws, rules and regulations
- 10) Develop a Policies and Procedure Recommendations Matrix. The Matrix will list City policies for current and future facilities in relation to ADA compliance and will provide procedures to act on public compliant on alleged non-compliance with time line to complete corrective actions, if required

- 11) Present final report to City Council
- 12) Conduct Final Staff Training on steps moving forward

EXHIBIT B

RATE SCHEDULE

The following hourly rates shall apply:

Principal	\$195.00
Project Manager	\$160.00
Cost Estimator/Scheduler	\$140.00
CASp	\$140.00
Civil Engineer	\$125.00
Engineer II	\$115.00
Engineer I	\$105.00
Project Coordinator	\$95.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: Joshua Nelson, City Engineer *JN*

DATE: February 13, 2020

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Ninyo & Moore Geotechnical and Environmental Services Consultants, for On-Call Geotechnical Engineering Services for a budget increase of \$140,000 through February 13, 2021

Background:

On February 22, 2018, the City Council approved a Professional Services Agreement ("Agreement") with Ninyo & Moore Geotechnical and Environmental Services Consultants ("Ninyo & Moore") to provide on-call geotechnical engineering services. Ninyo & Moore has provided geotechnical services on projects that include hazardous materials abatement monitoring services at the YAL, Sheriff's parking lot, asbestos and lead survey for El Encanto improvements, lead survey for the structure at 1135 Hatcher Avenue and consulting services for Valley Boulevard and Fullerton Road Resurfacing projects.

Discussion:

The Agreement with Ninyo & Moore expired on December 8, 2019. In order to allow Nino & Moore to continue providing services to the City, Staff recommends amending the Agreement to extend the term through February 13, 2021. Given the extension of the term of the Agreement, it is also recommended that total compensation increase by \$140,000.00.

Fiscal Impact:

The fiscal impact associated with Amendment No. 1 is \$140,000.00 (Account No. 100-622-5900). An appropriation of \$140,000.00 from General Fund Reserves to General Fund-Public Works-General Engineering is requested.

Recommendations:

- 1) Staff recommends that the City Council approve Amendment No. 1 to the Agreement with Ninyo & Moore Geotechnical and Environmental Services Consultants; and
- 2) Appropriate \$140,000.00 from the General Fund Reserves to the General Fund-Public Works-General Engineering (Account No. 100-622-5900).

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with Ninyo & Moore Geotechnical and Environmental Services Consultants dated February 13, 2020

TH/JN:jf

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with Ninyo & Moore
Geotechnical and Environmental Services Consultants dated February 13, 2020

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES
CONSULTANTS**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 13th day of February, 2020, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about February 22, 2018, the Agreement was entered into and executed between the City and Consultant for on-call geotechnical engineering services; and

WHEREAS, the Agreement expired on December 8, 2019, and Staff is recommending an amendment to the Agreement, extending the term through February 13, 2021 to allow Consult to continue providing on-call geotechnical services. Given the extension of the term of the Agreement, it is also recommended that total compensation under the Agreement increase by \$140,000.00; and

WHEREAS, the Parties also desire to amend the Agreement to reflect the current address for the City Attorney; and

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

AMENDMENT

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

Section 1. TERM

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

This Agreement shall commence on December 9, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 13, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. PAYMENT

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

This amount shall not exceed Two Hundred and Ninety Thousand Dollars (\$290,000.00) 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

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

“CITY”
City of Industry

“CONSULTANT”
**Ninyo & Moore Geotechnical &
Environmental Sciences Consultants**

By: _____
Troy Helling, City Manager

By: _____
Kurt Yoshii, Project Engineer

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 1

**PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE
GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS DATED
FEBRUARY 22, 2018**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 22, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, 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 or his designee shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

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
James M. Casso, City Attorney
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant: Ninyo & Moore Geotechnical & Environmental
Sciences Consultants
475 Goddard, Suite 200
Irvine, CA 92618
Attention: Kurt Yoshii, Principal Engineer

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

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

“CONSULTANT”
**Ninyo & Moore Geotechnical &
Environmental Sciences Consultants**

By: 
Paul J. Phillips, City Manager

By: 
Kurt Yoshii, Principal Engineer

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, the Consultant may provide all aspects of geotechnical engineering services, which includes, but is not limited to:

- Consultant will develop a detailed scope of work, including the number and type of subsurface explorations, laboratory test, as well as the type of analyses. For the materials testing and inspection services, Consultant will review the approved plans and specifications and will develop a detailed scope of services indicating anticipated man-hours by discipline for the required materials testing and inspection services.
- A site-specific comprehensive field sampling program will be developed for each geotechnical design assigned to Consultant. This plan will include exploratory excavations at the site, consisting of small- and/or large-diameter borings, test pits, and/or cone penetrometer tests (CPT) to evaluate the subsurface soil conditions. Samples will be collected at selected intervals and transported to our laboratory for testing. Consultant will utilize the information collected from its subsurface exploration program along with its laboratory test results in its geotechnical analyses to develop our recommendations for the geotechnical design parameters for the project.
- Provide project closeout documentation, as it relates to geotechnical, materials testing and inspection, to the City.

EXHIBIT B
RATE SCHEDULE

Schedule of Fees	
Hourly Charges for Personnel	
Principal Engineer/Geologist/Environmental Scientist	\$ 188
Certified Industrial Hygienist	\$ 188
Senior Engineer/Geologist/Environmental Scientist	\$ 178
Senior Project Engineer/Geologist/Environmental Scientist	\$ 173
Certified Asbestos Consultant, Lead Inspector/Assessor, Lead Project Monitor	\$ 173
Project Engineer/Geologist/Environmental Scientist	\$ 165
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 150
Staff Engineer/Geologist/Environmental Scientist	\$ 134
Certified Site Surveillance Technician, Lead Sampling Technician*	\$ 134
GIS Analyst	\$ 123
Field Operations Manager	\$ 119
Supervisory Technician*	\$ 104
Nondestructive Examination Technician*, UT, MT, LP	\$ 104
ACI Concrete Technician*	\$ 104
Concrete/Asphalt Batch Plant Inspector*	\$ 104
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 104
Senior Field/Laboratory Technician*	\$ 98
Field/Laboratory Technician*	\$ 98
Technical Illustrator/CAD Operator	\$ 98
Information Specialist	\$ 83
Geotechnical/Environmental/Laboratory Assistant	\$ 81
Data Processing, Technical Editing, or Reproduction	\$ 71
Other Charges	
Expert Witness Testimony	\$ 400/hr
X-Ray Fluorescence	\$ 300/day
PID/FID Usage	\$ 150/day
Concrete Coring Equipment (includes one technician)	\$ 180/hr
Anchor load test equipment (includes technician)	\$ 103/hr
Hand Auger Equipment	\$ 69/day
Inclinometer Usage	\$ 45/hr
Vapor Emission Kits	\$ 45/kit
Level D Personal Protective Equipment (per person per day)	\$ 35/p/d
Rebar Locator (Pachometer)	\$ 35/hr
Nuclear Density Gauge Usage	\$ 20/hr

Laboratory testing, geophysical equipment, and other special equipment provided upon request.

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS		CONCRETE	
Atterberg Limits, D 4318, CT 204	\$ 160	Compression Tests, 6x12 Cylinder, C 39	\$ 25
California Bearing Ratio (CBR), D 1883	\$ 485	Concrete Mix Design Review, Job Spec	\$ 155
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Consolidation, D 2435, CT 219	\$ 300	Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Consolidation - Time Rate, D 2435, CT 219	\$ 75	Drying Shrinkage, C 157	\$ 350
Direct Shear - Remolded, D 3080	\$ 325	Flexural Test, C 78	\$ 65
Direct Shear - Undisturbed, D 3080	\$ 275	Flexural Test, C 293	\$ 60
Durability Index, CT 229	\$ 165	Flexural Test, CT 523	\$ 80
Expansion Index, D 4829, IBC 18-3	\$ 180	Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Expansion Potential (Method A), D 4546	\$ 160	Jobsite Testing Laboratory	Quote
Geofabric Tensile and Elongation Test, D 4632	\$ 180	Lightweight Concrete Fill, Compression, C 495	\$ 45
Hydraulic Conductivity, D 5084	\$ 330	Petrographic Analysis, C 856	\$ 1,900
Hydrometer Analysis, D 422, CT 203	\$ 220	Restrained Expansion of Shrinkage Compensation	\$ 270
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120	Splitting Tensile Strength, C 496	\$ 90
Moisture Only, D 2216, CT 226	\$ 35	3x6 Grout, (CLSM), C 39	\$ 45
Moisture and Density, D 2937	\$ 45	2x2x2 Non-Shrink Grout, C 109	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255		
pH and Resistivity, CT 643	\$ 175		
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$100)	\$ 200	ASPHALT CONCRETE	
R-value, D 2844, CT 301	\$ 295	Air Voids, T 269	\$ 50
Sand Equivalent, D 2419, CT 217	\$ 110	Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Sieve Analysis, D 422, CT 202	\$ 130	Asphalt Mix Design Review, Job Spec	\$ 165
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100	Dust Proportioning, CT LP-4	\$ 50
Specific Gravity, D 854	\$ 100	Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880	Film Stripping, CT 302	\$ 110
Triaxial Shear, C, D, D 4767, T 297	\$ 430	Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Triaxial Shear, C, U, w/pore pressure, D 4767, T 2297 per pt	\$ 365	Marshal Stability, Flow and Unit Weight, T 245	\$ 240
Triaxial Shear, C, U, w/o pore pressure, D 4767, T 2297 per pt	\$ 210	Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Triaxial Shear, U, U, D 2850	\$ 155	Moisture Content, CT 370	\$ 85
Unconfined Compression, D 2166, T 208	\$ 120	Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Wax Density, D 1188	\$ 100	Slurry Wet Track Abrasion, D 3910	\$ 150
		SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
		SuperPave, Gyrotory Unit Wt., T 312	\$ 75
		SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
		Unit Weight sample or core, D 2726, CT 308	\$ 100
		Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
		Voids filled with Asphalt, (VFA) CT LP-3	\$ 50
MASONRY		AGGREGATES	
Brick Absorption, 24-hour submersion, C 67	\$ 50	Clay Lumps and Friable Particles, C 142	\$ 160
Brick Absorption, 5-hour boiling, C 67	\$ 60	Cleaness Value, CT 227	\$ 160
Brick Absorption, 7-day, C 67	\$ 65	Crushed Particles, CT 205	\$ 165
Brick Compression Test, C 67	\$ 50	Durability, Coarse or Fine, CT 229	\$ 195
Brick Efflorescence, C 67	\$ 50	Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Brick Modulus of Rupture, C 67	\$ 45	Flat and Elongated Particle, D 4791	\$ 220
Brick Moisture as received, C 67	\$ 40	Lightweight Particles, C 123	\$ 180
Brick Saturation Coefficient, C 67	\$ 55	Los Angeles Abrasion, C 131 or C 535	\$ 200
Concrete Block Compression Test, 8x8x16, C 140	\$ 65	Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Concrete Block Conformance Package, C 90	\$ 485	Organic Impurities, C 40	\$ 80
Concrete Block Linear Shrinkage, C 426	\$ 135	Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Concrete Block Unit Weight and Absorption, C 140	\$ 60	Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Cores, Compression or Shear Bond, CA Code	\$ 60	Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35	Sand Equivalent, T 176, CT 217	\$ 110
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35	Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Masonry Prism, half size, compression, C 1019	\$ 120	Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Masonry Prism, Full size, compression, C 1019	\$ 185	Sodium Sulfate Soundness, C 68	\$ 450
		Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
		Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160
REINFORCING AND STRUCTURAL STEEL		ROOFING	
Chemical Analysis, A 36, A 615	\$ 135	Roofing Tile Absorption, (set of 5), C 67	\$ 210
Fireproofing Density Test, UBC 7-6	\$ 60	Roofing Tile Strength Test, (set of 5), C 67	\$ 210
Hardness Test, Rockwell, A 370	\$ 70		
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130		
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150		
Pre-Stress Strand (7 wire), A 416	\$ 170		
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55		
Structural Steel Tensile Test Up to 200,000 lbs. (machining extra), A 370	\$ 80		
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60		

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

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. 6.5



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 *[Signature]*

Date: February 13, 2020

SUBJECT: Consideration of Amendment No. 1 to the License Agreement with Evans Food Group LTD., for access to the parking lots located at El Encanto Healthcare and Habilitation Center and Workman and Temple Family Homestead Museum, to utilize as a Temporary Overflow Parking Area

Background:

On October 15, 2019, the City Council approved a License Agreement ("Agreement") with Evans Food Group LTD. ("Evans") to allow Evans access to the El Encanto Healthcare and Habilitation Center ("El Encanto") parking lot at 555 El Encanto Road, and the Workman and Temple Family Homestead Museum parking lot at 15415 Don Julian Road, for overflow parking for its employees, through January 31, 2020.

Discussion:

Evans requested the City extend the term of the License Agreement through July 31, 2020, while it continues its property improvements at 15430 Proctor Avenue. Separately, El Encanto anticipates a greater need for its parking lot to accommodate the upcoming interior improvement project, and parking for summer interns. While it is not anticipated that the contractor, BLD Builders will need the use of the parking lot each day, the proposed Amendment No. 1 will accommodate parking needs for both El Encanto and Evans during the extension period.

To accommodate the parking needs of Evans and El Encanto, the proposed Amendment No. 1 extends the Agreement through July 31, 2020, and allows the City to notify Evans to use the Workman and Temple Family Homestead Museum lot, in lieu of the El Encanto lot, with 24-hour notice.

Fiscal Impact:

The lease rate is \$150.00 per month. Payment will be payable to the City in advance on

the first day of each month during the term of the Agreement.

Recommendation:

- 1.) Staff recommends that the City Council approve Amendment No. 1 to the License Agreement with Evans Food Group LTD., dated February 13, 2020.

Exhibit:

- A. Amendment No. 1 to the License Agreement with Evans Food Group LTD., dated February 13, 2020.

TH/BH:yp

EXHIBIT A

Amendment No. 1 to the License Agreement with Evans Food Group LTD., dated
February 13, 2020

[Attached]

**AMENDMENT NO. 1
TO THE LICENSE AGREEMENT**

This Amendment No. 1 to the License Agreement (“Agreement”), is made and entered into this 13th day of February 2020, by and between the City of Industry, a California public body, corporate, and politic (“Licensor/City”) and Evans Food Group LTD, a Delaware corporation (“Licensee”). Licensor and Licensee are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about October 15, 2019, the Agreement was entered into and executed between the Licensor and Licensee to allow Licensee to use a portion of City owned property located 555 El Encanto Road, generally located at the southwest corner of Parriott Place and El Encanto Road (“Premises”), and 15415 Don Julian Road, generally located at the northwest corner of Parriott Place and Don Julian Road (“Alternate Premises”); and

WHEREAS, pursuant to the terms of the Agreement, the License terminated on January 31, 2020, however the Licensee desires to continue utilizing the Premises and Alternate Premises for the duration of the improvements at its location, and has requested an extension; and

WHEREAS, Staff recommends that term of the Agreement be extended to July 31, 2020; and

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

AMENDMENT

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

Section 9. Term, Termination and Remedies.

Section 9 is hereby revised to read in its entirety as follows:

The License shall commence as of February 13, 2020 and shall automatically terminate on July 31, 2020. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon seven (7) days’ written notice to Licensee. At its sole and absolute discretion, from February 13, 2020 through July 31, 2020, the City may provide Licensee with 24 hours notice of the unavailability of the Premises for the Permitted Use and may permit Licensee to utilize the Alternate Premises for the Permitted Use. Use of the Alternate Premises shall be under the same terms, conditions and cost, as the Premises. 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.

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

“LICENSOR”
CITY OF INDUSTRY

“LICENSEE”
EVANS FOOD GROUP, LTD

By: _____
Troy Helling, City Manager

By: _____
Alex Calleros, Supply Chain Manager

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 7.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City of Industry City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Nathalie Vazquez, Consultant Assistant Planner II *NV*
Dina Lomeli, Consultant Associate Planner *DL*

DATE: February 13, 2020

SUBJECT: Consideration of Development Plan No. 19-2 and Zone Exception No. 20-1, for the construction of a new 79,605 square-foot automobile dealership located on an approximate 6.38-acre undeveloped lot, and the adoption of a Mitigated Negative Declaration for the property located at 17673 Gale Avenue and 17695 Gale Avenue.

Proposal:

Roger Penske, manager of P.T. Enterprises, LLC ("Applicant"), is requesting approval of Development Plan No. 19-2 ("DP No. 19-2"), and adoption of an initial study/mitigated negative declaration ("IS/MND"), allowing for the construction of a new Penske automobile dealership at the property located at 17673 Gale Avenue and 17695 Gale Avenue. The construction will consist of three new buildings that will have a combined square-footage of 79,605 square-feet. The three buildings will include a 17,376 square-foot sales building for Jaguar/Land Rover, a 11,179 square-foot sales building for Volvo, and a 38,345 square-foot service building for automotive repairs and additional office space. The development will also provide surface level parking, with a total of 585 parking stalls, and 30,406 square-foot of landscaping throughout the site. Additional improvements to the site include a 36-foot main entrance from Gale Avenue, and a 26.5-foot rear entrance from Automobile Service Drive.

The Applicant is also requesting approval of Zone Exception No. 20-1 ("ZA No. 20-1"), allowing for the installation of 11 percent (30,406 square-feet) of landscaping when a minimum of 12 percent (33,349.54 square-feet) is the required per Section 17.36.060.Q of the City's Municipal Code ("Code"). Pursuant to Section 17.40.020 of the City's Code, an exception may be granted for landscaping when certain requirements are met.

Project Background

Penske automobile dealerships specialize in the sale of automotive and commercial truck dealerships in the United States, Canada, and Western Europe. According to the company website, the company employs approximately 27,000 people worldwide, and currently has 177 dealerships in the United States, with a total of 32 dealerships in California. The adoption of DP No. 19-2 would make this the first Penske dealership in the City of Industry.

Location and Surroundings:

As shown on the location map (Exhibit A), the project site is located within a square shaped lot with a zoning designation of Automobile Zone on Gale Avenue, within the southerly portion of the City of Industry. The site is comprised of three Assessor Parcel Numbers ("APN"), APNs: 8264-

012-923, 8264-013-914, and 8264-013-913. The site is located in an industrial and commercial area with similar automobile dealerships to the east and west, there are industrial uses across Union Pacific Railroad (“UPRR”) tracks to the north, and to the south are commercial uses across Gale Avenue and the State Route 60 (SR-60).

Table 1: Project Location and Description

Item	Information	
Project Address	Jaguar/Land Rover	17673 Gale Avenue
	Volvo	17695 Gale Avenue
APN's	8264-012-923, 8264-013-914, and 8264-013-913	
Nearest Major Intersection	Gale Avenue and Azusa Avenue	
General Plan Designation	Commercial	
Zoning Designation	Automobile Zone	
Surrounding Land Uses	North	Industrial across UPRR
	South	Commercial across SR-60
	East	Automobile Zone
	West	Automobile Zone
Existing Development	Undeveloped	
Proposed Development	79,605 square-foot automobile dealership	

Staff Analysis:

Staff has determined that the proposed development project is consistent with the Zoning (“AZ” – Automobile Zone) and General Plan (Commercial) designations of the Property and complies with the development and design standards found in Chapter 17.36, Design Review, of the City’s Code. Specifically, the project is in compliance with all applicable development standards including: parking, building height, parcel size, lot coverage and setbacks. The request for an exception for landscaping complies with the required findings set forth in Section 17.40.020 of the City’s Code.

Table 2: Title 17 Zoning Standards

Standards	Required by Code	Providing
Parcel Size	None	6.38 acres
Building Square Footage	Maximum 138,956.4 square-feet	79,605 square-feet
Parcel Frontage	None	481.3 feet
Building Height	Maximum 50 feet	29 feet
Parking	Minimum 319	585 standard stalls
Landscaping	Maximum 33,349.536 square-feet	27,791 square-feet ¹
Setback	Minimum 30 feet	104.7 feet

Property

The proposed project sits on an undeveloped, square shaped parcel that is 6.38 acres (277,912.8 square-feet) in size. The site is currently comprised of three separate APNs (APN: 8264-012-923, 8264-013-914, and 8264-013-913). As mentioned, the site is currently undeveloped, with the exception of a digitally illuminated sign that will remain on the property. According to the IS/MND, the property was previously developed with two small office buildings and a warehouse with a paved parking lot. The warehouse was demolished in 2005, and the remaining asphalt for the parking lot was removed in 2007. The site has remained undeveloped since, and has been periodically used as a parking lot for vehicle storage.

¹ Per Section 17.40.040 of the City of Industry Municipal Code, a deviation of up to ten percent of the requirements found in Section 17.36.060 may be granted administratively.

As shown in the attached site plan (Exhibit B), DP No. 19-2 consists of the construction of three detached buildings, including a 17,376 square-foot Jaguar/Land Rover dealership, and an 11,179 square-foot Volvo dealership. The dealerships will include reception and lounge areas, showrooms, sales and consultation area, restrooms and offices. The project also includes a 38,345 square-foot service building for automotive repairs, comprised of a service area with approximately 37 service bays, a warehouse for the storage of parts, restrooms, and a break and training room for employees.

Additional site improvements include the installation of 30,406 square-feet (11 percent) of landscaping throughout the property and surface parking lot for 585 parking spaces. There will also be construction of a 36-foot main driveway entrance from Gale Avenue and a 26.5-foot rear entrance from Automobile Service Drive.

Access

The Property is served by street access adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. The property is located on a square shaped vacant lot. A new 36-foot wide main driveway entrance will be constructed to allow access from Gale Avenue, and a rear 26.5 foot wide driveway entrance mainly used for car deliveries will be constructed on the rear of the property accessing an existing alley, known as Automobile Service Drive.

A traffic study was prepared with the accompanying IS/MND which determined that there will be less than significant impacts to traffic. The project is expected to generate up to 2,216 daily trips as noted in the accompanying IS/MND. During the AM peak hours, the project is expected to generate 149 trips (109 inbound and 40 outbound), 193 trips (77 inbound and 116 outbound) during PM peak hour, and 320 trips (160 inbound and 160 outbound) during Saturday peak hour. The study concluded, that the proposed project would not surpass any thresholds of significance in accordance with Los Angeles County Congestion Management Program, and all intersections will continue to operate at an acceptable Level of Service during construction and business operations of the Project.

Compatibility

The proposed construction of a new automobile dealership will be similar to that of other dealerships in the area. The area where the proposed dealership will be located is known as the Puente Hills Auto Mall, which is home to approximately 11 different automobile dealerships with ancillary service centers for vehicle repair and maintenance. The design of the building and landscaping is similar to other dealerships in the area. Both the Volvo and Jaguar/Land Rover dealerships are one-story concrete, tilt-up buildings, with a glass sided façade on the buildings' main entrances. The service building will be used to support both automobile dealerships proposed on the site. The service building will be a two-story tall structure and will be constructed of masonry with pedestrian and vehicle garage entry doors.

Landscaping

Section 17.36.060.Q. of the City's Code requires that a minimum of twelve percent of the site be devoted to landscaping. The property is a total of 277,912.8 square-feet; therefore, a minimum of 33,346.54 square-feet of landscaping is required. However, the Applicant is providing a total of 27,791 square-feet of landscaping on the property resulting in 10 percent landscaping on the property. Although the Applicant does not meet the minimum twelve percent threshold, an exception may be granted per Section 17.40.020 of the Code.

Pursuant to Section 17.40.020 of the City's Code, an exception may be granted where it is necessary to preserve a substantial property right of the owner, and the exception is not materially detrimental to the public welfare or the property of other individuals in the vicinity of the project.

However, in the event an exception is not necessary to preserve a substantial property right, under Section 17.40.020.B. of the City’s Code, the City Council has the authority to grant the exception as long as the exception is not materially detrimental to the public welfare, or to the property of other individuals in the vicinity of the project. Under the instant circumstances, the landscaping exception is not materially detrimental to the public welfare, or the property of other individuals located in the vicinity of the project because the Project site is zoned AZ, which only allows for automobile dealerships. In order to remain competitive with other dealerships, adequate display of inventory is necessary. As part of the project, the City is requiring the Applicant to dedicate 20.3 feet of street frontage for a future cul-de-sac. Further, there is an electronic billboard that utilizes 50 feet of the frontage on the property that will continue to be maintained by the City, and access to the billboard is necessary for said maintenance. Due to the aforementioned reduction of street frontage and the current location of the billboard, the amount of street frontage and display area has been substantially reduced thereby impacting the automobile dealership’s ability to operate the only permitted use on the premises. Despite the landscaping not meeting the City’s 12 percent requirement, the landscaping will be designed to be harmonious and attractive with the development and the surrounding properties. The landscaping will be mainly incorporated on the property frontage and will be aligned around the property acting as a buffer for neighboring properties. There will also be additional landscaping integrated along the proposed Jaguar/Land Rover, Volvo, and service buildings to further complement the architecture. Additionally, the landscaping will be designed to minimize the amount of water runoff from the site by providing permeable areas for water infiltration and decreasing runoff volume to the street thus not impacting neighboring properties.

Parking

Per Section 17.12.50.K. of the Code, parking for a 79,605 square-foot commercial building requires one space per two hundred fifty square feet of floor area. Based on this formula, a total of 319 parking spaces are required. The applicant is exceeding this requirement by providing a total of 585 parking spaces on this site.

Environmental Analysis:

In accordance with the California Environmental Quality Act (“CEQA”), the proposed project was required to undergo an environmental review to determine any potential impacts through the preparation of an IS/MND (Exhibit F). The IS/MND determined that the proposed project will have less than significant impacts with the incorporations of mitigation measures. Specifically, the proposed project has the potential for significant effects in environmental topics that include: Air Quality and Cultural Resources, but each potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed IS/MND. The mitigation measures are contained in the IS/MND, which has been prepared in conformance with Section 21081.6 of the Public Resource Code and which provides a vehicle to monitor compliance with the mitigation measures (Exhibit F, Attachment 3).

Table 3: CEQA and Public Notification

CEQA	
Determination	Mitigated Negative Declaration as all areas of impact are less than significant with the incorporation of mitigation measures.
Mitigated Impacts	Air Quality Mitigation measures have been incorporated in order to reduce air quality impacts from project-related construction of the automotive dealership. This will require the contractors to use equipment that meets Federal and State emission standards.

Table 3: CEQA and Public Notification - Continued

CEQA		
Mitigated Impacts	Cultural Resources	Although highly unlikely, in the event that archeological resources, cultural resources, paleontological resources, and/or human remains are found on the Property the Applicant will be required to implement the outlined mitigation measures. This will require contractors to stop construction if any artifacts are found and notify the City of Industry.
Public Notification		
Public Notification	Notice of Intent (Exhibit E) was published to the San Gabriel Tribune on January 22, 2020, and posted at the property, City Hall, City of Industry Council Chambers, Fire Station 118, and on the City's website	
Public Comments	IS/MND was available for public and agency review from January 22, 2020 through February 11, 2020 at City of Industry City Hall and on the City's webpage.	

Fiscal Impact:

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

Recommendation:

Based on the analysis provided with this staff report, staff recommends that the City Council adopt Resolution No. CC 2020-02 approving the IS/MND, and Resolution No. CC 2020-03 approving the Development Plan and Zone Exception, and standard requirements and conditions of approval contained in the Resolution (Exhibit G).

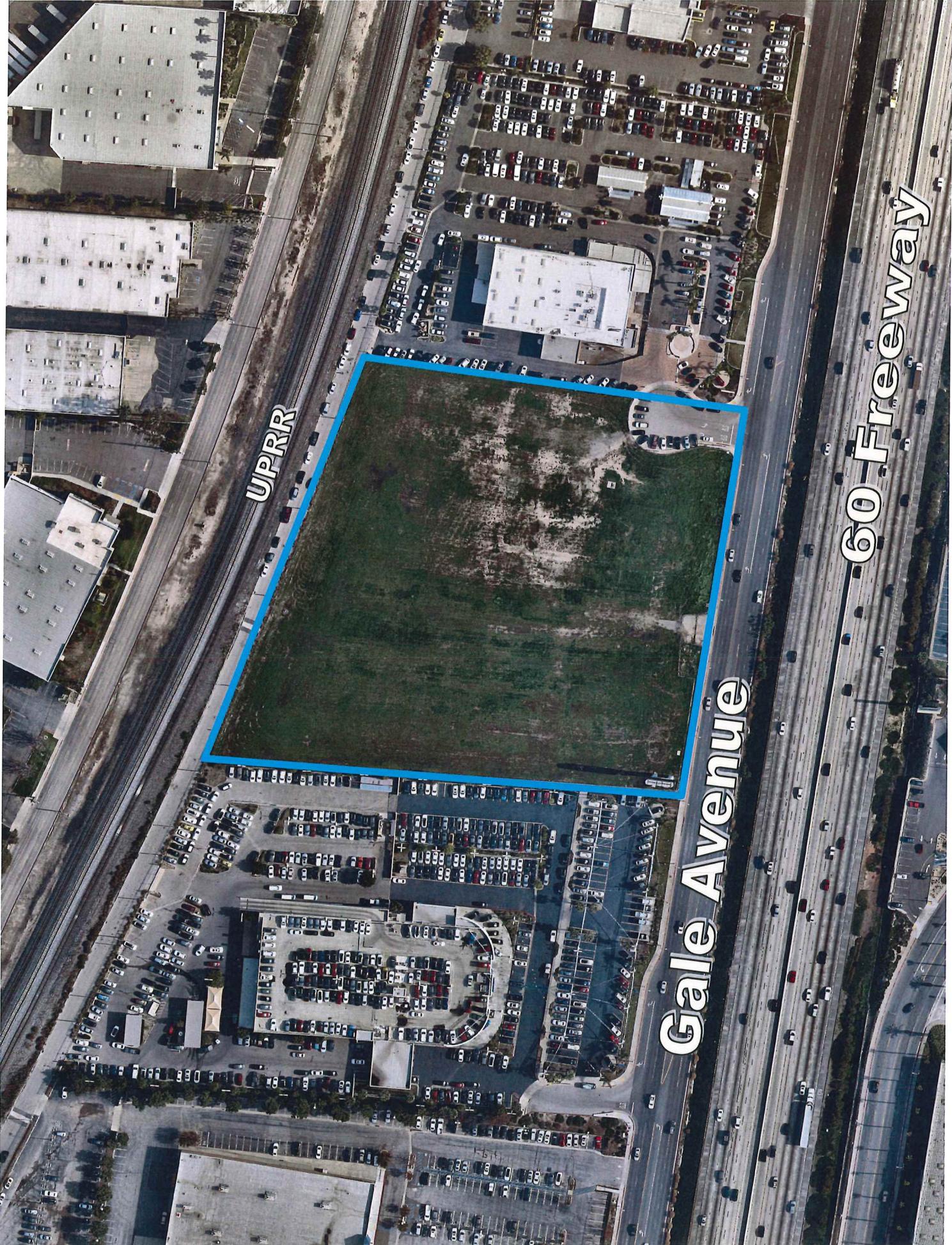
Exhibits:

- A. Location Map – DP 19-2
- B. Site Plan and Floor Plan – DP 19-2
- C. Elevations – DP 19-2
- D. Notice of Determination – DP 19-2
- E. Resolution No. CC 2020-02 – including the Notice of Intent to Adopt a Mitigated Negative Declaration for DP No. 19-2; IS/MND for Penske Automotive Group for a 79,605 square-foot automobile dealership
- F. Resolution No. CC 2020-03 – approving Development Plan No. 19-2 and Zone Exception 20-1 with the Standard Requirements and Conditions of Approval contained in the Resolution.

EXHIBIT A

Location Map – Development Plan 19-2

[Attached]



UPRR

Gale Avenue

60 Freeway

EXHIBIT B

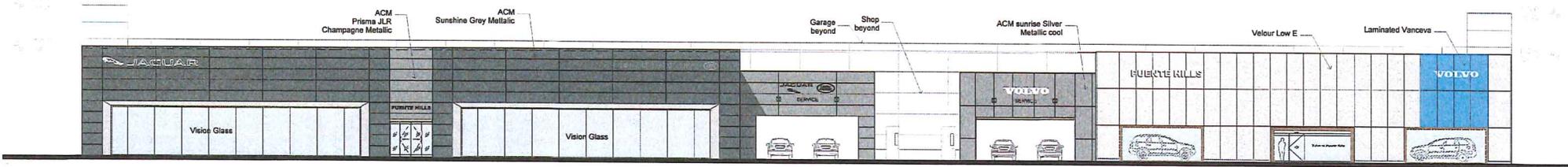
Site Plan and Floor Plan – Development Plan 19-2

[Attached]

Exhibit C

Elevations - Development Plan 19-2

[Attached]



JLR & VOLVO

FRONT ELEVATION

PUEBLO HILLS, CA

DRAWING SCALE: 1/16" = 1'-0"

11/19/2018 12:36 PM

Exhibit D

Notice of Determination - Development Plan 19-2

[Attached]

Notice of Determination

Appendix D

To:

Office of Planning and Research
U.S. Mail: P.O. Box 3044 Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Rm 113 Sacramento, CA 95814

County Clerk
County of: Los Angeles
Address: 12400 Imperial Highway Norwalk, CA 90650

From:

Public Agency: City of Industry Planning Dept.
Address: 15625 East Stafford, Suite 100 City of Industry, CA 91774-0366

Contact: Nathalie Vazquez
Phone: Contract Assistant Planner II

Lead Agency (if different from above):

Address:

Contact:

Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse):

Project Title: Development Plan No. 19-2

Project Applicant: Amat Tajudin with EBTA Architects on behalf of P.T. Enterprises, LLC

Project Location (include county): 17673 Gale Avenue and 17695 Gale Avenue, City of Industry, CA 91748

Project Description:

Development Plan No. 19-2 ("DP No. 19-2"), and adoption of an initial study/mitigated negative declaration ("IS/ MND"), allowing for the construction of a new Penske automobile dealership at the property located at 17673 Gale Avenue and 17695 Gale Avenue. The construction will consist of three new buildings that will have a combined square-footage of 79,605 square-feet. The three buildings will include a 17,376 square-foot sales building for Jaguar/ Land Rover, a 11,179 square-foot sales building for Volvo, and a 38,345 square-foot service building for automotive repairs and additional office space.

This is to advise that the City of Industry has approved the above (Lead Agency or Responsible Agency)

described project on February 13, 2020 and has made the following determinations regarding the above described project.

- 1. The project will not have a significant effect on the environment.
2. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. A statement of Overriding Considerations was adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

City of Industry Planning Department, 15625 East Stafford, Suite 100, City of Industry, CA 91744-0366

Signature (Public Agency): Title: Contract Assistant Planner II

Date: 2-13-2020 Date Received for filing at OPR:

Exhibit E

Resolution No. CC 2020-02

[Attached]

RESOLUTION NO. CC 2020-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION FOR DEVELOPMENT PLAN NO. 19-2 AND ZONE EXCEPTION NO. 20-1 TO ALLOW FOR THE DEVELOPMENT OF A 79,605 SQUARE-FOOT AUTOMOBILE DEALERSHIP LOCATED AT 17673 and 17695 GALE AVENUE, CITY OF INDUSTRY, CALIFORNIA, AND MAKING FINDINGS IN SUPPORT THEROF

RECITALS

WHEREAS, on November 12, 2019, Penske Automotive Group (“Applicant”) filed a complete application requesting approval of Development Plan (“DP”) No. 19-2, and Zone Exception 20-1, described herein (“Application”); and

WHEREAS, the Application applies to a 6.38-acre property located at 17673 Gale Avenue and 17695 Gale Avenue, City of Industry, California, Assessor’s Parcel Numbers 8264-012-923, 8264-013-914, and 8264-013-913 (“Property”); and

WHEREAS, the Applicant is requesting approval for the construction of a new automobile dealership that consists of three individual buildings, with a combined square-footage of 79,605 square-feet (“Project”), within the City of Industry’s (“City”) “AZ” – Automobile Zoning designation. The Project includes a 17,376 square-foot sales building for Jaguar/Land Rover, a 11,179 square-foot sales building for Volvo, and a 38,345 square-foot service building for automotive repairs; and

WHEREAS, the Applicant is requesting approval of an administrative exception for landscaping, pursuant to Section 17.40.020 of the City’s Municipal Code (“Code”). While landscaped areas must be a minimum of 12 percent of the total lot area of each parcel, which for this project totals approximately 33,350 square feet, here, the Applicant is requesting an exception to install 27,791 square feet of landscaping, which is 10 percent of the total lot area; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Commercial. The Project is consistent with the General Plan as a commercial use and is similar to other commercial uses in the same land use designation and does not conflict with the established goals and objectives of the Land Use Element.

WHEREAS, in accordance with the California Environmental Quality Act (“CEQA”), California Public Resources Code section 21000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an initial study was performed, the result of which was preparation and circulation of an initial study and mitigated negative declaration (“IS/MND”), analyzing the proposed Project and concluding that approval of the Project could not have significant effect on the environment because the impacts of the Project

could be mitigated to levels below the established CEQA thresholds of significance, with the adoption of mitigation measures.. The IS/MND are attached hereto as Attachment 1, and are incorporated herein by reference; and

WHEREAS, the IS/MND was circulated for public and agency review and comment on January 22, 2020 through and including February 11, 2020. Copies of the IS/MND were made available to the public at the City of Industry City Hall and the City's webpage on January 22, 2020. On January 22, 2020, a Notice of Intent to Adopt a Mitigated Negative Declaration, including the time and place of the City Council meeting to review the Project and the IS/MND, was published in the San Gabriel Valley Tribune and posted at the Property, City Hall, the City's Council Chambers, Fire Station 118, and on the City's webpage; and

WHEREAS, the IS/MND concluded that implementation of the Project could result in a significant effect on the environment and identified a mitigation measure that would reduce the significant effects to a less-than-significant level. The proposed Project has the potential for significant effects in environmental topics Air Quality and Cultural Resources, but each of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed Mitigated Negative Declaration; and

WHEREAS, on February 13, 2020 the City Council of the City of Industry conducted a duly noticed public meeting to consider the IS/MND, and considered all testimony written and oral; and

WHEREAS, the City Council has reviewed and carefully considered the information in the IS/MND, including all comment letters submitted, and makes the findings contained in this resolution, and adopts the IS/MND, as an objective and accurate document that reflects the independent judgement and analysis of the City in the discussion of the Project's environmental impacts; 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: That based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations § 15000, et seq.; the Environmental Impact Report Guidelines of the City of Industry; the IS/MND, prepared for the Project, including all written comments received; all reports, minutes, and public testimony submitted as part of the City Council's duly noticed public meeting of February 13, 2020; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council of the City of Industry hereby finds as follow:

- a. The forgoing recitals are true and correct and made a part of this Resolution.
- b. The IS/MND for the Project including any comment letters received, are attached hereto as Attachment 1, and are incorporated by reference as part of this Resolution, as if each were set forth fully herein.
- c. The documents and other material constituting the record for these proceedings are located at the Office of the City Clerk, City of Industry, 15625 East Stafford Street, Suite 100, City of Industry, CA 91744.
- d. The proposed Project is consistent with the City's General Plan because the land use and development standards, densities and intensities, and structures proposed are compatible with the goals, policies, and lane use designations established in the General Plan (see Gov't Code, § 65860), and none of the land uses, development standards, densities and intensities and structures will operate to conflict with or impede an achievement of any of the goals, policies or land use designations established in the General Plan.
- e. In accordance with CEQA, the City Council has considered the IS/MND for the Project, including all comments received on the IS/MND, and based on the entirety of the record, as described above, the City Council, exercising its independent judgement and analysis, makes the following findings regarding the environmental analysis of the project:
 - i. Design features of the Project, as well as the mitigation measures proposed in the IS/MND, will operate to ensure the impacts of the proposed Project will not exceed established CEQA thresholds of significance.
 - ii. For the reasons stated in this Resolution, the City Council finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.
- f. That the City Council of the City of Industry hereby makes the findings contained in this Resolution, and hereby adopts the IS/MND for the Project..

SECTION 2: 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, word or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 3: 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 February 13, 2020 by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles
City Clerk

Attachment 1

IS/MND - Resolution No. CC 2020-02

[Attached]

January 2020 | Draft Initial Study

PENSKE AUTOMOTIVE DEALERSHIP

City of Industry

Prepared for:

City of Industry

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Abbreviations and Acronyms

AAQS	ambient air quality standards
AB	Assembly Bill
AQMP	air quality management plan
BMP	best management practices
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CBC	California Building Code
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
cfs	cubic feet per second
CGS	California Geologic Survey
CMP	congestion management program
CNEL	community noise equivalent level
CO	carbon monoxide
CO _{2e}	carbon dioxide equivalent
CUPA	Certified Unified Program Agency
dBA	A-weighted decibel
DPM	diesel particulate matter
DTSC	Department of Toxic Substances Control
EIR	environmental impact report
EPA	United States Environmental Protection Agency
FEMA	Federal Emergency Management Agency
GHG	greenhouse gases
LOS	level of service
LST	localized significance thresholds
NAHC	Native American Heritage Commission
NO _x	nitrogen oxides
NPDES	National Pollution Discharge Elimination System

Abbreviations and Acronyms

O ₃	ozone
RCRA	Resource Conservation and Recovery Act
RWQCB	Regional Water Quality Control Board
SB	Senate Bill
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SoCAB	South Coast Air Basin
SO _x	sulfur oxides
SUSMP	standard urban stormwater mitigation plan
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
VMT	vehicle miles traveled
VOC	volatile organic compound

1. Introduction

The project applicant, JLR Puente Hills, LLC, is seeking approval of the City of Industry (“City”) for development of a 79,605 square-foot automotive dealership (the proposed project) on a 6.38-acre undeveloped site, at the southern portion of the City of Industry.

The City will serve as the Lead Agency for the proposed project in accordance with the California Environmental Quality Act (CEQA), Section 15051(c). This Initial Study is a preliminary evaluation of the potential environmental consequences associated with the proposed project. As part of the City’s approval process, the proposed project is required to undergo an environmental review pursuant to CEQA. The lead agency uses the initial study analysis to determine whether an environmental impact report (EIR) or a negative declaration (ND) is required. If the initial study concludes that the project may have a significant effect on the environment, an EIR must be prepared. Otherwise, a ND or mitigated negative declaration (MND) is prepared

1.1 PROJECT LOCATION

The project site is comprised of three parcels (APNs: 8264-012-923, 8264-013-914, and 8264-013-913) located on Gale Avenue in the southern part of the City of Industry, Los Angeles County, California (see Figure 1, *Regional Location*). The project site is approximately 6.38 acres of undeveloped land. Previous site development was demolished in 2006 and 2007. The project site is bounded by industrial uses across railroad tracks to the north, automotive dealerships to the east and west, and commercial uses across State Route 60 (SR-60, the Pomona Freeway) to the south.

The project site in the City of Industry is surrounded by unincorporated Hacienda Heights and Rowland Heights to the south, and unincorporated South San Jose Hills, and the City of La Puente to the north.

Regional access to the project site is via State Route 60 and Azusa Avenue, approximately 0.7 mile to the west. The project site is bordered by railroad tracks to the north, Puente Hills Hyundai to the west, Puente Hills Mazda to the east, and Gale Avenue to the south (see Figure 2, *Local Vicinity*).

1.2 ENVIRONMENTAL SETTING

1.2.1 Existing Land Use

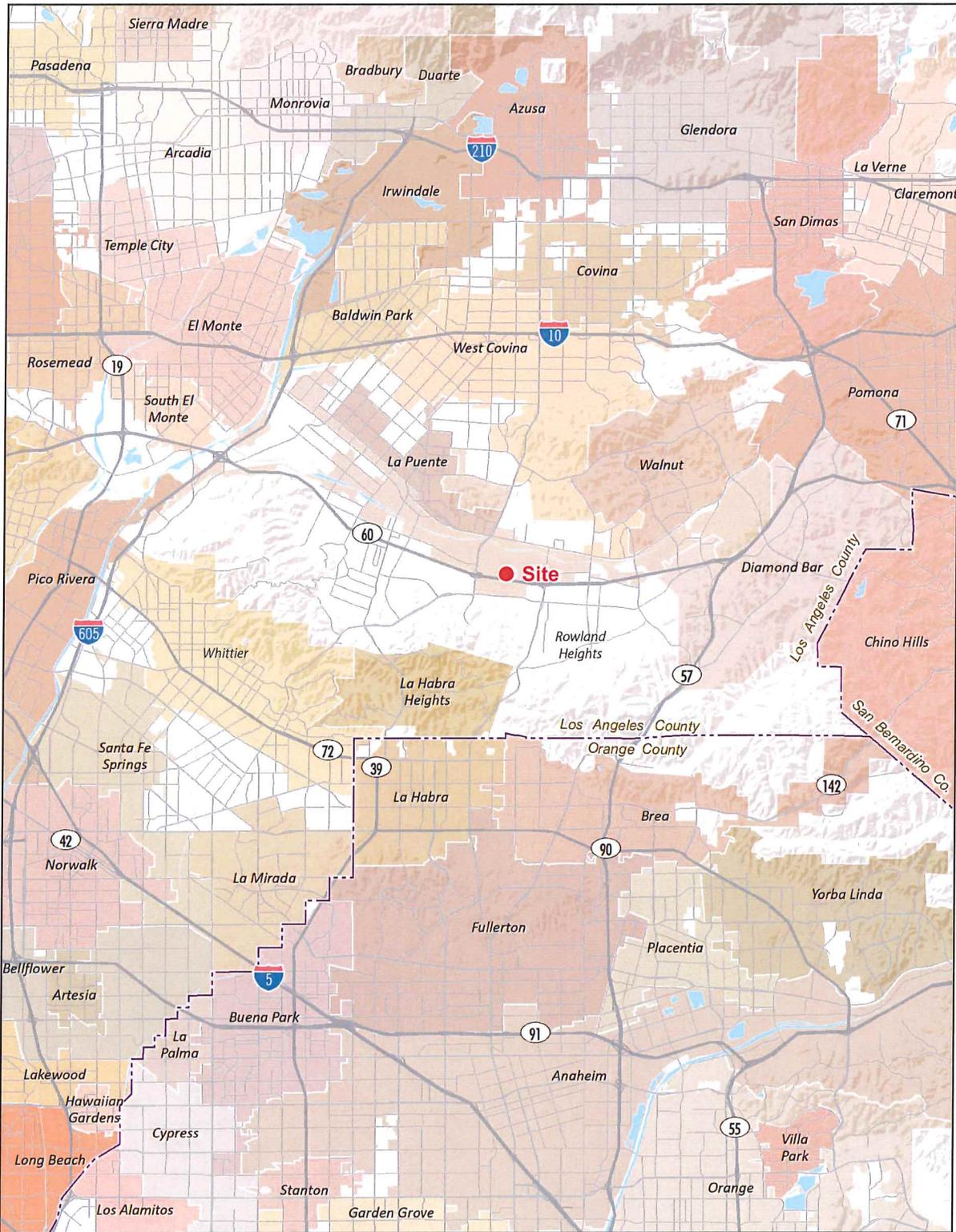
The project site is approximately 6.38 acres in size and is currently bare land (see Figure 3, *Aerial Photograph*). The project site was previously developed with similar automotive dealership uses, which were demolished in 2006 and 2007. The site is currently used for automobile storage. No structures, trees or landscaping exist on the project site. The site is relatively level with a slight downward grade towards the northwest. The City’s General Plan designates the site as Commercial with a corresponding zoning of Automobile Zone (AZ). The project site currently exists as three separate parcels.

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1.2.2 Surrounding Land Use

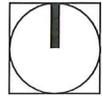
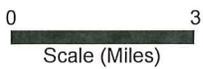
The project site is located in a largely commercial and industrial area. The project site is bounded to the west by automobile zoned properties with industrial uses further west, and to the east by automobile zoned properties with commercial uses further east. Commercial and industrial properties surrounding the project site consist of one- to two-story buildings. Gale Avenue fronts the project site to the south, with SR-60 immediately adjacent. Beyond SR-60 to the south are commercially zoned uses, with residential uses further south in Rowland Heights. To the north across railroad tracks are industrially zoned uses.

Figure 1 - Regional Location



Note: Unincorporated county areas are shown in white.

Source: ESRI, 2019



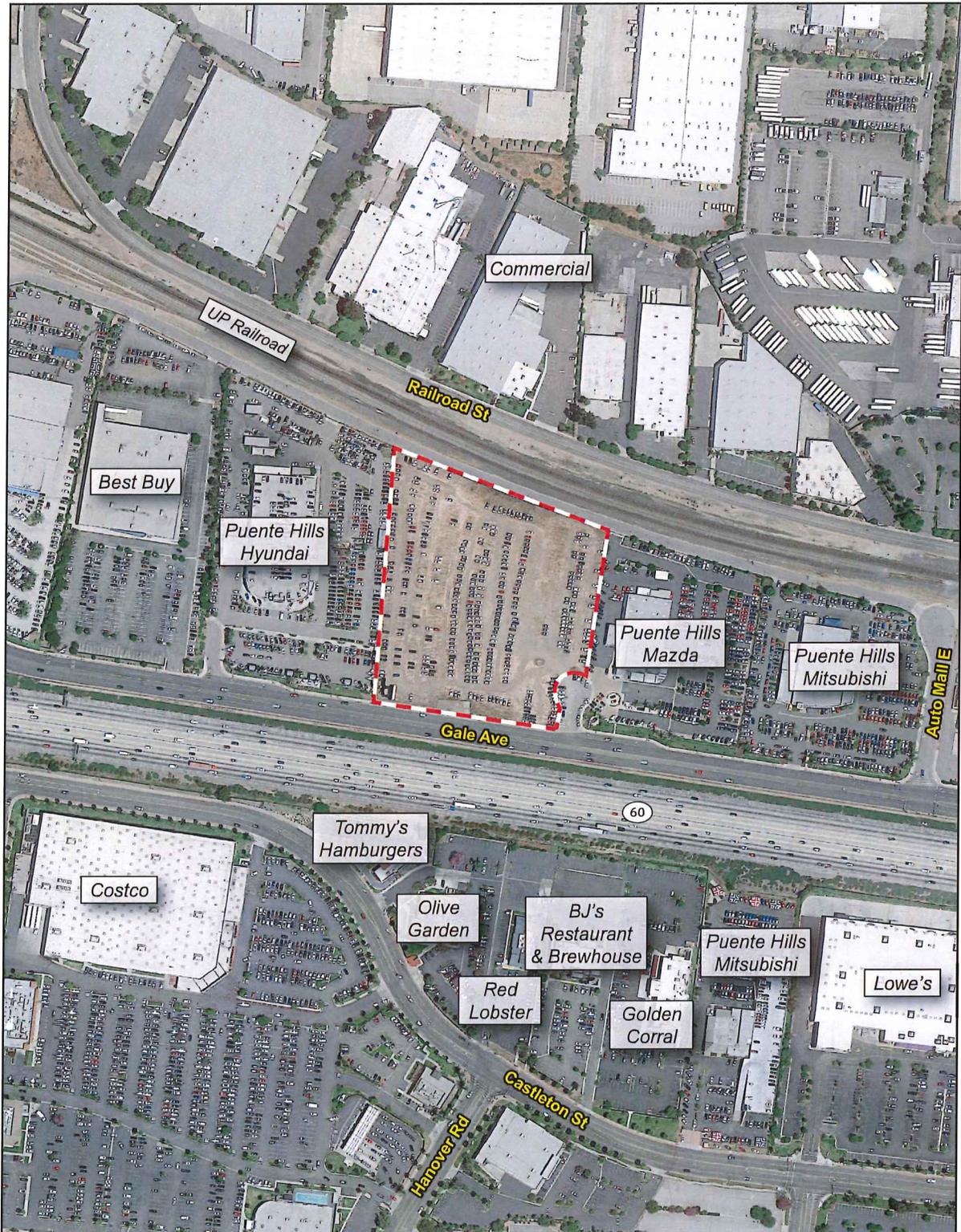
1. Introduction

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1. Introduction

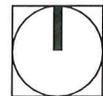
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Figure 3 - Aerial Photograph



--- Project Boundary

0 375
Scale (Feet)



Source: Google Earth Pro, 2019

1. Introduction

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1. Introduction

1.3 PROJECT DESCRIPTION

1.3.1 Proposed Project

The proposed project involves construction of an automotive dealership on the project site, consisting of three new buildings with a combined floor area of 79,605 square feet, as well as surface level parking throughout the site. The three buildings include a 17,601 square-foot Jaguar - Land Rover dealership, a 11,079 square-foot Volvo dealership, and a 51,465 square-foot service center. The building footprints, including service drive and entrance canopies, cover 66,900 of the 256,587 square-foot lot, or approximately 26 percent. Building construction utilizes concrete slab on grade foundations.

The dealership buildings are located to the south of the site, setback from Gale Avenue by approximately 88 feet. The dealerships include a reception and lounge area, showrooms, sales and consultation area, personalization studio/shop, vehicle service reception area, new car delivery area, restrooms and offices. The dealerships are one-story, tilt-up, concrete and glass sided buildings, approximately 21 feet tall with approximately 23 to 26-foot-tall parapets.

The service center is located to the north and includes a parts warehouse, a service area, service bays, locker rooms, restrooms, a break room and a training room. The service center is approximately 117 feet by 328 feet in size. The service center is two-story masonry construction with pedestrian and vehicle garage entry doors and is approximately 29 feet tall to the top of the parapet. The service center supports the two automotive dealerships and will provide maintenance to customers onsite. Hazardous wastes such as oil and coolant used by the service center will be contained in a double walled tank and picked up by a vendor twice a week for disposal.

Approximately 13 percent of area on the project site is pervious land uses with project development. This pervious area of the project site consists of landscaping that includes synthetic turf, modular wetlands, hedges, and ornamental landscaping. The proposed project includes a drainage system that will collect runoff from the buildings' rooftops and within pavement areas into an existing catch basin located at the northern boundary of the project site. From the existing catch basin, runoff is conveyed offsite to a 36" reinforced concrete storm drainpipe. The drainage from the project site ultimately drains to the San Jose Creek (Reach 1) and then to San Gabriel River (Reach 2).

There are 585 parking spaces, including inventory and visitor parking. No off-street parking is designated for the proposed project. The proposed project includes driveways, a fire lane, and concrete walkways.

Lighting as part of the proposed project includes driveway, walkway, building and security lighting. Main site access would be provided via Gale Avenue, with secondary gate access provided via Railroad Street to the north. No additional street improvements will occur.

Hours of operation for the proposed project's service center are from 7:00 AM to 6:00 PM, Monday through Friday, and from 8:00 AM to 4:00 PM, Saturday. Hours of operation for the sales center is from 9:00 AM to 7:00 PM, Monday through Friday, and from 10:00 AM to 6:00 PM, Saturday and Sunday. Vehicle deliveries to

1. Introduction

the project site will occur during normal business hours. Delivery trucks will enter the site via an entrance on Railroad street on the northeast boarder of the site.

1.3.2 Project Phasing

Construction activities are anticipated to begin in Winter 2020. Construction will be completed in one stage, lasting approximately 16 months, and include the following activities: final grading and excavation, trenching for site utilities and irrigation, building construction, architectural coatings, driveway and walkway construction, landscaping, and street connection improvements. Grading activities would result in the disturbance of approximately 6.38 acres of area and would result in the export of approximately 344 cubic yards of soil.

1.4 EXISTING ZONING AND GENERAL PLAN

The project site is zoned as Automobile Zone (AZ) and is designated as Commercial in the City of Industry General Plan. The proposed project's commercial automotive use would be allowed under existing zoning and General Plan designations. Additional approvals required from the City currently in process include:

- Development plan and landscaping exception
- Covenant agreement or lot merger to consolidate three adjacent parcels on the project site

1.5 OTHER AGENCY ACTION REQUESTED

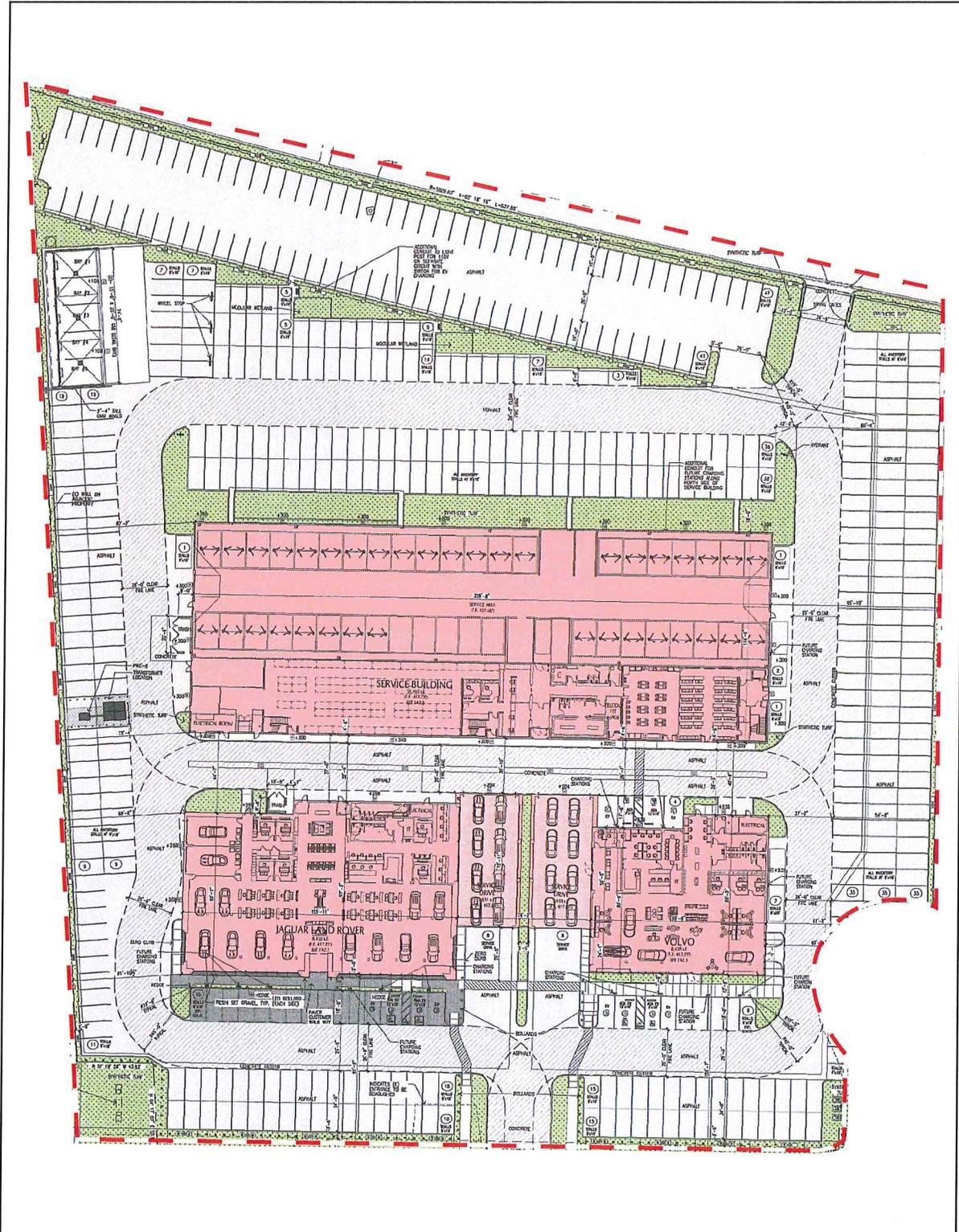
REGIONAL AGENCIES

- Los Angeles Regional Water Quality Control Board (NPDES permit; construction storm water run-off permits, Storm Drain MS4 Permit)
- South Coast Air Quality Management District – Rule 201: Permit to construct
- Los Angeles County Fire Department (for emergency site access review)
- Los Angeles County Building Department (site plan review)

LOCAL AGENCIES

- City of Industry Public Works/Engineering (for grading permit)

Figure 4 - Project Site Plan



--- Project Boundary

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Scale (Feet)



1. Introduction

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2. Environmental Checklist

2.1 BACKGROUND

1. **Project Title:** Penske Automotive Dealership

2. **Lead Agency Name and Address:**

City of Industry
Development Services
15625 East Stafford Street, Suite 100
City of Industry, CA 91744

3. **Contact Person and Phone Number:**

Kathy Tai, Development Services Manager
Department of Development Services
626.333.2211

4. **Project Location:** The project site is comprised of three undeveloped parcels (APNs: 8264-012-923, 8264-013-914, and 8264-013-913) on Gale Avenue in the southern part of the City of Industry, Los Angeles County, California. The project site is bounded by industrial uses across railroad tracks to the north, automotive dealerships to the east and west, and commercial uses beyond Gale Avenue, across State Route 60 (SR-60, the Pomona Freeway) to the south.

5. **Project Sponsor's Name and Address:**

EBTA Architects
1781 Mitchell North, Suite 150
Irvine, CA 92614

6. **General Plan Designation:** Commercial

7. **Zoning:** Automobile Zone (AZ)

8. **Description of Project:**

The proposed project is the construction and operation of an automotive dealership on an approximately 6.38-acre currently undeveloped site. The project consists of three new buildings with a combined floor area of 79,605 square feet as well as surface level parking and landscaping throughout the site. The project consists of a Land Rover – Jaguar dealership, a Volvo dealership, and a service center.

9. **Surrounding Land Uses and Setting:**

Gale Avenue fronts the project site to the south, with SR-60 immediately adjacent. Beyond SR-60 to the south are commercially zoned uses, with residential uses further south in Rowland Heights. To the north across railroad tracks are industrially zoned uses. The project site is bounded to the west by automobile

2. Environmental Checklist

zoned properties with industrial uses further west, and to the east by automobile zoned properties with commercial uses further east. Commercial and industrial properties surrounding the project site consist of one- to two-story buildings.

10. Other Public Agencies Whose Approval Is Required:

- Los Angeles Regional Water Quality Control Board (NPDES permit; construction storm water run-off permits, storm Drain MS4 Permit)
- South Coast Air Quality Management District – Rule 201: Permit to construct
- City of Industry Public Works/Engineering (for grading permit)
- Los Angeles County Fire Department (for emergency site access review)
- Los Angeles County Building Department (site plan review)

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission’s Sacred Lands File per Public Resources Code section 5097.94 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

The Soboba Band of Luiseno Indians and the Gabrieleño Band of Mission Indians – Kizh Nation are on the City of Industry’s notification list pursuant to AB 52. The City prepared notification letters and distributed them to the identified tribal representatives on July 18, 2019. No reply from the Soboba Band of Luiseno Indians was received as of the publication date of this MND. The Gabrieleño Band of Mission Indians – Kizh Nation responded on Monday, July 22, 2019 requesting consultation. However, when the City responded to the Gabrieleño Band of Mission Indians – Kizh Nation with a set of plans, aerial imagery, and a meeting request, no follow up response was received as of the publication date of this MND.

2. Environmental Checklist

2.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact,” as indicated by the checklist on the following pages

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture / Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials |
| <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

2.3 DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Printed Name

For

2. Environmental Checklist

2.4 EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors, as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) **Earlier Analyses Used.** Identify and state where they are available for review.
 - b) **Impacts Adequately Addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) **Mitigation Measures.** For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

2. Environmental Checklist

8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significant.

2. Environmental Checklist

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3. Environmental Analysis

Section 2.4 provided a checklist of environmental impacts. This section provides an evaluation of the impact categories and questions contained in the checklist and identifies mitigation measures, if applicable.

3.1 AESTHETICS

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

Except as provided in Public Resources Code Section 21099, would the project:

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant Impact.

The area surrounding the project site is largely urbanized and developed with industrial and commercial uses. The Puente Hills are located approximately 1.5 miles south of the project site, though scenic views of these hills are limited and largely obstructed by SR-60 running east-west south of the site. The San Gabriel Mountains, located approximately 11 miles to the north, are visible in the background from much of the site, with intervening developments of similar nature to the proposed project. The buildings surrounding the project site are concrete tilt-up and masonry brick buildings. The proposed project's buildings would be located central to the site, with railroad tracks to the north, automotive dealerships to the east and west, and a freeway to the south. No sensitive receptors exist in proximity to the project site. The proposed project would consist of one- to two-story tall buildings, not to exceed 29 feet in height. The proposed project is similar to existing surrounding developments, and implementation would not further impair views of the surrounding hills and

3. Environmental Analysis

mountains. Therefore, implementation of the proposed project would not block scenic views or have a substantial adverse effect on a scenic vista. Impacts would be less than significant.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. There are no trees, historic buildings or rock outcroppings onsite. The project site is not in a state scenic highway, as the nearest such highway to the site is SR-91 approximately 12 miles to the southeast. As there are no resources near, or affected by the proposed project, no impact would occur.

c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than Significant Impact. The site surroundings consist of industrial uses to the north, commercial uses to the south, and automotive dealerships to the east and west. The existing undeveloped site does not contribute to the visual quality of the site and its surroundings. Concrete tilt-up commercial buildings of similar stature and operational uses are present along Gale Avenue, and the project site is flanked by automotive dealerships on both sides. The project would develop concrete tilt-up and masonry buildings with project buildout, with landscaping and parking, conforming with the appearance of the surrounding commercial and industrial uses. The design of the project conforms to the City's requirements relating to height and setback and would therefore be consistent with the Automobile Zoning (AZ) of the project site, and with the site's surroundings. Therefore, the project would not conflict with zoning or other regulations and impacts to scenic quality would be less than significant.

d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

Less than Significant Impact. The proposed project would introduce new sources of light at the undeveloped project site, including building, parking, and security lighting. Nighttime lighting would be installed to accommodate safety and security while minimizing impacts on surrounding areas. However, the new sources of lighting have the potential to increase nighttime light and glare in the project area. The lighting to be installed would be consistent with, and similar to, existing lighting in the industrial/commercial areas adjacent to the site. All lighting would be designed, arranged, directed, or shielded to preventing excess illumination and light spillover onto adjoining land uses. Any signage that would be installed by the project would comply with City of Industry Sign Regulations, Chapter 15.32 of the City of Industry Municipal Code. Parking area lighting would be the minimum necessary that is consistent with the City's requirements and guidelines. The dealership building exteriors would be mostly concrete and masonry and would contain glass in the storefront and reception areas with exterior semi-glass and clear anodized finishes. The amount of glass on the buildings would not be sufficient to create substantial glare. Additionally, the one- to two-story building height and setback from the property line would not substantially contribute to glare on the project site or in the surrounding area. The City would ensure that Chapter 15.32 of the Municipal Code is adhered to through a condition of project

3. Environmental Analysis

approval and site plan review, which would ensure that light does not impact adjacent uses; therefore, project impacts associated with light and glare would be less than significant .

3.2 AGRICULTURE AND FORESTRY RESOURCES

II. AGRICULTURE AND FORESTRY RESOURCES.					
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
d)	Result in the loss of forest land or conversion of forest land to non-forest use?				X
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

- a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**
- b) **Conflict with existing zoning for agricultural use, or a Williamson Act contract?**
- c) **Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?**
- d) **Result in the loss of forest land or conversion of forest land to non-forest use?**

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- e) **Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?**

a-e) No Impact. The following analysis addresses environmental checklist questions a) through e) for Agriculture and Forestry Resources. The California Department of Conservation manages the Farmland Mapping and Monitoring Program (FMMP), which identifies and maps significant farmland. Farmland is classified using a system of five categories including Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance, and Grazing Land. The classification of farmland as Prime Farmland, Unique Farmland, and Farmland of Statewide Importance is based on the suitability of soils for agricultural production, as determined by a soil survey conducted by the Natural Resources Conservation Service (NRCS). The California Department of Conservation manages an interactive website, the California Important Farmland Finder. This website program identifies the project site as being outside of the survey area, and it is therefore not considered agriculturally important land (CIFF 2014).

The project site is previously developed land, currently being utilized for overflow vehicle storage for automobile dealerships, and is not used, zoned, or designated for agriculture. No designated forest land exists on the project site, and the proposed project would not result in the loss of forest land. The project site is not subject to a Williamson Act contract, and the site is zoned as Automobile Zone (AZ) in the City of Industry Zoning Map. This zoning district is not intended for agricultural uses. Additionally, the project site is not adjacent to or within the vicinity of any farmland. Therefore, project development would not convert mapped important farmland to non-agricultural uses, and no impact to agriculture or forestry resources would occur.

3.3 AIR QUALITY

III. AIR QUALITY.				
a)	Conflict with or obstruct implementation of the applicable air quality plan?			X
b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X
c)	Expose sensitive receptors to substantial pollutant concentrations?			X
d)	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X

The Air Quality section addresses the impacts of the proposed project on ambient air quality and the exposure of people, especially sensitive individuals, to unhealthy pollutant concentrations. A background discussion on the air quality regulatory setting, meteorological conditions, existing ambient air quality in the vicinity of the project site, and air quality modeling can be found in Appendix A.

The primary air pollutants of concern for which ambient air quality standards (AAQS) have been established are ozone (O₃), carbon monoxide (CO), coarse inhalable particulate matter (PM₁₀), fine inhalable particulate matter (PM_{2.5}), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), and lead (Pb). Areas are classified under the federal

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and California Clean Air Act as either in attainment or nonattainment for each criteria pollutant based on whether the AAQS have been achieved. The South Coast Air Basin (SoCAB), which is managed by the South Coast Air Quality Management District (SCAQMD), is designated nonattainment for O₃, and PM_{2.5} under the California and National AAQS, nonattainment for PM₁₀ under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS (CARB 2017b).

Furthermore, the SCAQMD has identified regional thresholds of significance for criteria pollutant emissions and criteria air pollutant precursors, including VOC, CO, NO_x, SO_x, PM₁₀, and PM_{2.5}. Development projects below the regional significance thresholds are not expected to generate sufficient criteria pollutant emissions to violate any air quality standard or contribute substantially to an existing or projected air quality violation. Where available, the significance criteria established by the SCAQMD may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. The SCAQMD adopted the 2016 Air Quality Management Plan on March 3, 2017. Regional growth projections are used by SCAQMD to forecast future emission levels in the SoCAB. For southern California, these regional growth projections are provided by the Southern California Association of Governments (SCAG) and are partially based on land use designations included in city/county general plans. Typically, only large, regionally significant projects have the potential to affect the regional growth projections. In addition, the consistency analysis is generally only required in connection with the adoption of General Plans, specific plans, and significant projects.

The proposed project would develop an automotive dealership. Based on the scope and nature of the project, it is anticipated to generate less than 1,000 jobs and would develop less than 500,000 square feet of business floor space. Thus, it is not considered a project of statewide, regional, or areawide significance that would require intergovernmental review under Section 15206 of the CEQA Guidelines, and would not have the potential to substantially affect SCAG's demographic projections. Additionally, as demonstrated below in Section 3.3(b), the regional emissions that would be generated by the operational phase of the proposed project would be less than the SCAQMD emissions thresholds and would therefore not be considered by SCAQMD to be a substantial source of air pollutant emissions that would have the potential to affect the attainment designations in the SoCAB. Therefore, the proposed project would not affect the regional emissions inventory or conflict with strategies in the AQMP. Impacts would be less than significant.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard?

Less Than Significant Impact. The following describes project-related impacts from regional short-term construction activities and regional long-term operation of the proposed project.

Regional Short-Term Construction Impacts

The proposed project would result in the construction of an automotive dealership that would take approximately 16 months. Construction of the proposed project would generate criteria air pollutants

3. Environmental Analysis

associated with construction equipment exhaust and fugitive dust from site preparation, grading and trenching, building construction of the dealership, architectural coating, and pavement of asphalt and non-asphalt surfaces, and finishing and landscaping of the site. The proposed project construction-related emissions shown in Table 1, *Maximum Daily Regional Construction Emissions*, are quantified using California Emissions Estimator Model, Version 2016.3.2 (CalEEMod), and are based on the construction schedule and equipment mix for the project provided by the Applicant. As shown in the table, air pollutant emissions from construction-related activities would be less than their respective SCAQMD regional significance threshold values, except for the overlapping grading, rough and fine grading soil haul, and utilities trenching phases. The overlap of these phases would result in construction emissions that exceed the regional significance threshold for NO_x.

Table 1 Maximum Daily Regional Construction Emissions

Construction Phase	Pollutants (lb/day) ^{1, 2, 3}					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Year 2019						
Grading 2019	7	80	56	<1	5	3
Year 2020						
Grading 2020	6	73	54	<1	5	3
Grading 2020 and Utilities Trenching	7	81	64	<1	6	4
Grading 2020, Rough Grading Soil Haul, Utilities Trenching	8	122	74	<1	8	4
Grading 2020, Fine Grading Soil Haul, Utilities Trenching	8	125	75	<1	8	4
Utility Trenching	1	8	10	<1	1	<1
Building Construction 2020	1	4	8	<1	1	<1
Building Construction 2020 and Architectural Coating 2020	8	6	12	<1	2	1
Year 2021						
Building Construction 2021 and Architectural Coating 2021	8	6	11	<1	2	1
Building Construction 2021	1	4	8	<1	1	<1
Finishing/Landscaping	<1	4	6	<1	<1	<1
Asphalt Paving and Finishing/Landscaping	2	8	12	<1	1	<1
Maximum Daily Construction Emissions						
Maximum Daily Emissions	8	125	75	<1	8	4
SCAQMD Regional Construction Threshold	75	100	550	150	150	55
Significant?	No	Yes	No	No	No	No

Source: CalEEMod Version 2016.3.2

Emissions totals may not equal 100 percent due to rounding.

¹ Based on the preliminary information provided by the Applicant. Where specific information regarding project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment.

² Includes implementation of fugitive dust control measures required by SCAQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers.

However, as shown in Table 2, *Maximum Daily Regional Construction Emissions with Mitigation*, implementation of Mitigation Measures AQ-1, which require that grading and utilities trenching equipment of 50 horsepower or more meet the EPA's Tier 4 emissions standards would reduce construction-related emissions from NO_x to

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below the significance thresholds. Therefore, air quality impacts from project-related construction activities would be less than significant with incorporation of mitigation.

Mitigation Measures

Construction

AQ-1 The construction contractor(s) shall, at minimum, use equipment that meets the United States Environmental Protection Agency’s (EPA) Tier 4 Final emissions standards for off-road diesel-powered construction equipment with 50 horsepower or more for all grading and utilities trenching activities, unless it can be demonstrated to the City that such equipment is not available. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by Tier 4 Final emissions standards for a similarly sized engine, as defined by the California Air Resources Board’s regulations.

Prior to construction, the project engineer shall ensure that all grading and trenching plans clearly show the requirement for EPA Tier 4 Final emissions standards for construction equipment over 50 horsepower for the specific activities stated above. During construction, the construction contractor shall maintain a list of all operating equipment associated with grading and trenching in use on the site for verification by the City. The construction equipment list shall state the makes, models, Equipment Identification Numbers, and number of construction equipment onsite. Equipment shall be properly serviced and maintained in accordance with the manufacturer’s recommendations. Construction contractors shall also ensure that all nonessential idling of construction equipment is restricted to 5 minutes or less in compliance with Section 2449 of the California Code of Regulations, Title 13, Article 4.8, Chapter 9.

Table 2 Maximum Daily Regional Construction Emissions with Mitigation

Construction Phase	Pollutants (lb/day) ^{1, 2, 3}					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Year 2019						
Grading 2019	1	11	57	<1	2	1
Year 2020						
Grading 2020	1	10	57	<1	2	<1
Grading 2020 and Utilities Trenching	2	14	68	<1	3	1
Grading 2020, Rough Grading Soil Haul, Utilities Trenching	3	55	78	<1	5	1
Grading 2020, Fine Grading Soil Haul, Utilities Trenching	3	58	78	<1	5	1
Utility Trenching	<1	4	11	<1	<1	<1
Building Construction 2020	1	4	8	<1	1	<1
Building Construction 2020 and Architectural Coating 2020	8	6	12	<1	1	1
Year 2021						

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Table 2 Maximum Daily Regional Construction Emissions with Mitigation

Construction Phase	Pollutants (lb/day) ^{1,2,3}					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Building Construction 2021 and Architectural Coating 2021	8	6	12	<1	1	1
Building Construction 2021	1	4	8	<1	1	0
Finishing/Landscaping	<1	4	6	<1	<1	<1
Asphalt Paving and Finishing/Landscaping	2	8	12	<1	1	0
Maximum Daily Construction Emissions						
Maximum Daily Emissions	8	58	78	<1	5	1
SCAQMD Regional Construction Threshold	75	100	550	150	150	55
Significant?	No	No	No	No	No	No

Source: CalEEMod Version 2016.3.2

Emissions totals may not equal 100 percent due to rounding.

¹ Based on the preliminary information provided by the Applicant. Where specific information regarding project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment.

² Includes implementation of fugitive dust control measures required by SCAQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers. Also includes implementation of Mitigation Measure AQ-1, which requires equipment of 50 horsepower or more used for grading and utilities trenching activities to meet the EPA's Tier 4 Final emissions standards.

Regional Long-Term Operation-Phase Impacts

Typical long-term air pollutant emissions are generated by area sources (e.g., landscape fuel use, aerosols, architectural coatings, and asphalt pavement), energy use (natural gas), and mobile sources (i.e., on-road vehicles). The proposed project would result in a new automotive dealership as well as paved and landscaped surfaces. Emission would include vehicle trips to and from the site by staff, consumers, and delivery trucks. The proposed buildings would, at minimum, be designed and built to meet the 2019 Building Energy Efficiency Standards and the 2019 California Green Building Standards Code (CALGreen). As shown in Table 3, *Maximum Daily Regional Operation Emissions*, it is anticipated that operation of the proposed project would result in overall minimal emissions and would not exceed the SCAQMD regional operation-phase significance thresholds. Therefore, impacts to the regional air quality associated with operation of the project would be less than significant.

Table 3 Maximum Daily Regional Operation Emissions

Source	Maximum Daily Emissions (lbs/Day)					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Summer						
Area	2	<1	<1	0	<1	<1
Energy ¹	<1	<1	<1	<1	<1	<1
Mobile	6	24	53	<1	12	3
Total	8	24	54	<1	12	3
Winter						
Area	2	<1	<1	0	<1	<1
Energy ¹	<1	<1	<1	<1	<1	<1
Mobile	6	24	53	<1	12	3
Total	8	25	53	<1	12	3

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Max Daily Emissions						
Area	2	<1	<1	0	<1	<1
Energy ¹	<1	<1	<1	<1	<1	<1
Mobile	6	24	53	<1	12	3
Total	8	25	54	<1	12	3
SCAQMD Regional Threshold	55	55	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Source: CalEEMod Version 2016.3.2.

Notes: lbs: Pounds.

¹ For purposes of this analysis, the proposed automotive dealership is assumed to be designed and built to meet the 2019 Building Efficiency Standards and CALGreen Code based on the anticipated construction schedule.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact. The following describes changes in localized impacts from short-term construction activities and long-term operation of the proposed project.

Construction

Localized Construction Impacts

A project could expose sensitive receptors to elevated pollutant concentrations during construction activities if it would cause or contribute significantly to elevated levels. Unlike the mass of construction emissions shown in the regional emissions analysis in Table 1 which is described in pounds per day, localized concentrations refer to an amount of pollutant in a volume of air (ppm or $\mu\text{g}/\text{m}^3$) and can be correlated to potential health effects. The screening-level localized significance thresholds (LSTs) are the amount of project-related emissions at which localized concentrations (ppm or $\mu\text{g}/\text{m}^3$) could exceed the California AAQs for criteria air pollutants for which the SoCAB is designated nonattainment and are based on the proposed project site size and distance to the nearest sensitive receptor. The California AAQS, which are the most stringent AAQS, were established to provide a margin of safety in the protection of the public health and welfare. The screening-level LSTs are designed to protect sensitive receptor areas most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and persons engaged in strenuous work or exercise.

Air pollutant emissions generated by construction activities are anticipated to cause temporary increases in air pollutant concentrations. Table 4, *Maximum Daily Onsite Localized Construction Emissions*, shows the maximum daily construction emissions (pounds per day) generated during onsite construction activities compared with the SCAQMD's screening-level construction LSTs. As shown in the table, the construction of the proposed project would not generate construction-related onsite emissions that would exceed the screening-level LSTs. Thus, project-related construction activities would not have the potential to expose sensitive receptors to substantial pollutant concentrations. Therefore, localized air quality impacts from construction activities would be less than significant and no mitigation measures are necessary.

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Table 4 Maximum Daily Onsite Localized Construction Emissions

Construction Activity	Pollutants(lbs/day) ^{1,2}			
	NO _x	CO	PM ₁₀ ³	PM _{2.5} ³
SCAQMD ≤1.00 -acre LST	103	612	197	106
Utilities Trenching	7	9	<1	<1
Building Construction 2020	3	4	<1	<1
Building Construction 2020 and Architectural Coating 2020	5	6	<1	<1
Building Construction 2021 and Architectural Coating 2021	5	6	<1	<1
Building Construction 2021	3	4	<1	<1
Finishing/Landscaping	3	4	<1	<1
Paving and Finishing/Landscaping	7	10	<1	<1
Exceeds LST?	No	No	No	No
SCAQMD 5.00-Acre LSTs	236	1,566	225	128
Grading 2019	77	55	5	3
Grading 2020	71	53	5	3
Grading 2020 and Utilities Trenching	78	62	5	3
Grading 2020, Rough Grading Soil Haul, Utilities Trenching	78	62	5	3
Grading 2020, Fine Grading Soil Haul, Utilities Trenching	78	62	5	3
Exceeds LST?	No	No	No	No

Source: CalEEMod Version 2016.3.2., and SCAQMD 2008 and 2011.

Notes: In accordance with SCAQMD methodology, only onsite stationary sources and mobile equipment occurring on the project site are included in the analysis. For the project site in SRA 10, NO_x and CO screening level LSTs are based on an 82 ft receptor (employees), while PM₁₀ and PM_{2.5} screening level LSTs are based on a 2,173 ft receptor (residences) as employees would not be in office 24 hours per day.

¹ Based on information provided by the Applicant. Where specific information regarding project-related construction activities or processes was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by the SCAQMD.

² Assumed equipment used during overlapping phases would not be shared to provide a conservative estimate.

³ Includes implementation of fugitive dust control measures required by SCAQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers.

Health Risk

The SCAQMD currently does not require health risk assessments to be conducted for short-term emissions from construction equipment. Emissions from construction equipment primarily consist of diesel particulate matter (DPM). The OEHHA adopted new guidance for the preparation of health risk assessments in March 2015 (OEHHA 2015). It has also developed a cancer risk factor and noncancer chronic reference exposure level for DPM, but these factors are based on continuous exposure over a 30-year time frame. No short-term acute exposure levels have been developed for DPM. SCAQMD currently does not require the evaluation of long-term excess cancer risk or chronic health impacts for a short-term project. The proposed project would be developed in approximately 16 months. The relatively short duration when compared to a 30-year time frame would limit exposures to on-site and off-site receptors. In addition, exhaust emissions from off-road vehicles associated with overall project-related construction activities would not exceed the screening-level LSTs. For these reasons, it is anticipated that construction emissions would not pose a threat to off-site receptors near the proposed project, and project-related construction health impacts would be less than significant.

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Carbon Monoxide Hotspots

Areas of vehicle congestion have the potential to create pockets of CO called hotspots. These pockets have the potential to exceed the state one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9.0 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to ambient air quality standards is typically demonstrated through an analysis of localized CO concentrations. Hotspots are typically produced at intersections, where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds.

The SoCAB has been designated attainment under both the national and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—in order to generate a significant CO impact (BAAQMD 2017). Operation of the proposed project would generate up to 322 PM peak hour trips (Saturday), which would be minimal compared to the aforementioned screening levels. Therefore, the project would not have the potential to substantially increase CO hotspots at intersections in the vicinity of the project site, and impacts would be less than significant.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less Than Significant Impact. The threshold for odor is if a project creates an odor nuisance pursuant to SCAQMD Rule 402, Nuisance, which states:

A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.

The type of facilities that are considered to have objectionable odors include wastewater treatments plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities. The proposed project would include painting and body work taking place with the service area. However, paint/coating operations conducted in the service areas would be contained and properly filtered to ensure no odors are produced. The City would ensure the proper containment and filtration of paint/coating operations by requiring a condition of approval, which would ensure these uses would not impact a substantial number of people. Additionally, no sensitive receptors exist in the immediate vicinity of the site. The proposed project does not include any of the other aforementioned land uses; no operational odors are anticipated.

During the development of the proposed project, emissions from construction equipment, such as diesel exhaust, may generate odors. However, these odors would be low in concentration, temporary, disperse rapidly,

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and are not expected to affect a substantial number of people. Any odors produced during the installation phase are not expected to be significant or highly objectionable and would be in compliance with SCAQMD Rule 402. Therefore, impacts would be less than significant.

3.4 BIOLOGICAL RESOURCES

IV. BIOLOGICAL RESOURCES.				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Would the project:

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

No Impact. As shown in Figure 3, the site is undeveloped with limited ruderal vegetation including shrubs and ruderal grasses. The vegetation onsite is typical of disturbed, previously developed sites in urban southern California. No native habitat, and no suitable habitat for sensitive species, is present onsite. No impact to sensitive species would occur either directly or through habitat modification.

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- b) **Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

No Impact. No suitable habitat for sensitive mammals, reptile, or fish species exist on the project site that would otherwise be threatened by project development. The project site has no riparian habitat or other sensitive natural community; no wetlands or other jurisdictional waters of the United States (FWS 2019); and no surface water bodies, drainages, streams, or waterways. No impact would occur.

- c) **Have a substantial adverse effect on state or federally protected wetlands a (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No Impact. No wetlands exist onsite, and the nearest wetland to the site mapped on the National Wetlands Mapper is an engineered drainage channel south of Arenth Avenue approximately 0.5 mile to the north (FWS 2019). No impact would occur.

- d) **Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

No Impact. No habitat including waters or trees exist onsite. Implementation of the proposed project would not interfere with the movement of any migratory fish or wildlife species. The project site is not an established wildlife corridor or designated nursery site. No impact would occur.

- e) **Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

No Impact. The City of Industry has no ordinances protecting biological resources. No impact would occur.

- f) **Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**

No Impact. There are no adopted habitat conservation plans, natural community conservation plans, or other approved local, regional, or state habitat conservation plans that govern the project site (CDFW 2019). No impact would occur.

3.5 CULTURAL RESOURCES

V. CULTURAL RESOURCES.				
a)	Cause a substantial adverse change in the significance of a historical resource as pursuant to § 15064.5?			X
b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?		X	
c)	Disturb any human remains, including those interred outside of dedicated cemeteries?		X	

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Would the project:

a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?

No Impact. Section 15064.5 defines historic resources as resources listed or determined to be eligible for listing by the State Historical Resources Commission, a local register of historical resources, or the lead agency. Generally, a resource is considered “historically significant” if it meets one of the following criteria:

- i) Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;
- ii) Is associated with the lives of persons important in our past;
- iii) Embodies the distinctive characteristics of a type, period, region or method of construction, or represents the work of an important creative individual, or possesses high artistic values;
- iv) Has yielded, or may be likely to yield, information important in prehistory or history.

There are no buildings on the project site. Former uses on the site included an automotive dealership similar in design and nature to adjacent development and the proposed project. Project development would not damage historic resources, and no impact would occur.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?

Less Than Significant Impact. Archaeological Resources are prehistoric or historic evidence of past human activities, including structural ruins and buried resources. Project development would involve ground disturbance on the entire site, with deeper disturbances in the central parts of the site in the footprints of the proposed buildings. Due to the disturbed nature of and lack of identified cultural resources on the project site, it is not anticipated that unknown cultural resources exist on-site. Project development would involve surface grading and one- to two-story building foundations.

There is some possibility that prehistoric and/or historic archaeological resources could be buried in site soils and could be damaged by project ground-disturbing activities. In order to ensure that impacts to archeological resources do not occur, the following mitigation measure, CUL-1 has been identified.

Mitigation Measure

CUL-1 If any prehistoric and/or historic resources or other indications of cultural resources are found during future development of the site, all work in the immediate vicinity of the site must stop and the project construction contractor shall immediately notify the City of Industry. An archaeologist meeting the Secretary of the Interior’s Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures.

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Timing/Implementation: During future grading and construction activities

Monitoring/Enforcement: City of Industry

With implementation of mitigation measure CUL-1, impacts would be less than significant.

c) Disturb any human remains, including those interred outside of dedicated cemeteries?

Less Than Significant Impact. There are no cemeteries or known human burials at the site, and the subject property has been previously disturbed during similar building construction; however, ground disturbance (i.e., grading and excavation) would have the potential to result in discovery of human remains (although the potential is considered to be very low). In this unlikely event, the City would be responsible for compliance with California Health and Safety Code Section 7050.5 and CEQA Guidelines Section 15064.5. California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Los Angeles County coroner determines the remains to be Native American, the Native American Heritage Commission will be contacted within 24 hours. Subsequently, the Native American Heritage Commission shall identify the most likely descendant. The most likely descendant will then make recommendations and engage in consultations concerning the treatment of the remains, as provided in Public Resources Code Section 5097.98. Impacts in this regard would be less than significant.

3.6 ENERGY

VI. ENERGY.				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	
c) Disturb any human remains, including those interred outside of dedicated cemeteries?			X	

Would the project:

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less Than Significant Impact. The following discusses the potential energy demands from construction activities associated with the development of the automotive dealership project and its operation.

SHORT-TERM CONSTRUCTION

Construction of the proposed project would create temporary increased demands for electricity and vehicle fuels compared to existing conditions and would result in short-term transportation-related energy use. Energy consumption during construction (2019 through 2021) was calculated using fuel usage data from EMFAC2017,

3. Environmental Analysis

Version 1.0.2., and OFFROAD2017, Version 1.0.1, and the results are shown in Table 5, *Construction-Related Fuel Usage*.

Table 5 Construction-Related Fuel Usage

Project Component	Gas		Diesel		Electricity	
	VMT	Gallons	VMT	Gallons	VMT	kWh
Construction Worker Commute	433,818	16,361	2,653	64	4,249	1,415
Construction Vendor Trips	1,633	333	17,665	2,326	0	0
Construction Truck Haul Trips	13	3	15,100	2,401	0	0
Construction Off-Road Equipment	N/A	1,379	N/A	26,998	N/A	0
Total	435,464	18,076	35,418	31,789	4,249	1,415

Source: CalEEMod Version 2016.3.2; EMFAC2017 Version 1.0.2; OFFROAD2017 Version 1.0.1
Notes: VMT=vehicle miles traveled; kWh=kilowatt hour

Construction of the proposed project would create temporary increased demands for electricity and vehicle fuels. It is not anticipated that construction equipment used for the proposed project would be powered by natural gas and no natural gas demand is anticipated during construction. Construction activities associated with the proposed project would require electricity use to power the construction equipment. The electricity use during construction would vary during different phases of construction, where the majority of construction equipment during site preparation, grading, trenching, and paving would be gas-powered or diesel-powered, and the later construction phases, such as interior construction and architectural coatings, would require electric-powered equipment. Overall, the use of electricity would be temporary in nature and would fluctuate according to the phase of construction. Additionally, it is anticipated that the majority of electric-powered construction equipment would be hand tools (e.g., power drills, table saws, compressors) and lighting, which would result in minimal electricity usage during construction activities.

Transportation energy use depends on the type and number of trips, vehicle miles traveled, fuel efficiency of vehicles, and travel mode. Transportation energy used during construction would come from the transport and use of construction equipment, delivery vehicles, and construction employee vehicles that would use diesel fuel and/or gasoline. The use of energy resources by these vehicles would fluctuate according to the phase of construction and would be temporary. Upon completion of project construction, all construction-equipment would cease. Furthermore, the construction contractors are anticipated to minimize non-essential idling of construction equipment during construction in accordance with Section 2449 of the California Code of Regulations, Title 13, Article 4.8, Chapter 9 (SCAQMD 2014). Such required practices would limit wasteful and unnecessary energy consumption. Therefore, overall, it is expected that construction energy usage associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than similar projects and impacts would be less than significant with respect to construction-related energy demands.

LONG-TERM OPERATION

Building Energy

As the proposed project site is currently undeveloped, and since there are no structures, no energy is being used on the project site. Operation of the proposed project would therefore generate an increase in the demand for

3. Environmental Analysis

electricity, natural gas, and transportation energy compared to existing conditions. During operation, energy would be used for heating, cooling, and ventilation of the buildings; water heating; onsite equipment; appliances; indoor, outdoor, and perimeter lighting; and security systems. Building electrical and natural gas energy consumption during operation of the proposed project was calculated using the CalEEMod, Version 2016.3.2 computer model, and the results are shown in Table 6, *Building Electricity and Natural Gas Consumption*.

Table 6 Building Electricity and Natural Gas Consumption

Land Use	Electricity (kWh/year)	Natural Gas (kBtu/year)
Proposed Project Conditions		
Automobile Care Center	835,699	1,122,680
Parking Lot	31,768	0
Total	867,467	1,122,680

Source: CalEEMod Version 2016.3.2
Notes: kWh=kilowatt hour; kBtu=1,000 British thermal units

Electrical service to the proposed project would be provided by Southern California Edison (SCE) through connections to existing offsite electrical lines and new onsite infrastructure. As the project site is currently undeveloped, the proposed project would increase energy demand at the site. As shown in the table 6, electricity use at the project site would total 867,467 kWh/year. In addition, the proposed natural gas demand would total 1,122,680 kBtu/year due to consumption associated with the automotive dealership. However, development would be required to comply with the applicable Building Energy Efficiency Standards and California Green Building Standards Code (CALGreen). Because the proposed project would be consistent with the requirements of these energy-related regulations, it would not result in wasteful or unnecessary electricity demands. Therefore, operation of the proposed project would result in less than significant impacts with respect to electricity and natural gas usage.

Transportation Energy

Energy consumption from transportation during operation of the proposed project was calculated using trip generation data compiled by PlaceWorks, default average trip distances from CalEEMod, Version 2016.3.2, and fuel usage data EMFAC2017, Version 1.0.2. The results are shown in Table 7, *Operation-Related Fuel Usage*.

Table 7 Operation-Related Fuel Usage

Source	Gas		Diesel		Natural Gas		Electricity	
	VMT	Gallons	VMT	Gallons	VMT	Gallons	VMT	kWh
Vehicles	3,004,593	120,792	218,857	23,564	8,325	2,404	38,207	12,558
Total	3,004,593	120,792	218,857	23,564	8,325	2,404	38,207	12,659

Source: CalEEMod Version 2016.3.2; EMFAC2017 Version 1.0.2
Notes: VMT=vehicle miles traveled; kWh=kilowatt hour

The proposed project would consume transportation energy during operations from the use of motor vehicles. Furthermore, it is anticipated that electricity would also be used for electric vehicle charging and transportation energy would come from deliveries from heavy duty trucks. Because the efficiency of the motor vehicles in use, such as the average miles per gallon for motor vehicles involved with the proposed project are unknown, estimates of transportation energy use is assessed based on the overall vehicle miles traveled (VMT) and related

3. Environmental Analysis

transportation energy use. As seen in Table 7, the VMT for the proposed project is estimated to be 3,269,981 miles and would primarily come from future employees and customers of the dealership. As the proposed project would involve the construction of an automotive dealership, it would offer more employment opportunities for the local population and more options for purchasing vehicles within the city, thus contributing to reducing the vehicle miles traveled. Furthermore, the proposed project site would be within an urbanized area with nearby amenities and public transit options. These features and aspects of the proposed project would contribute in minimizing VMT and transportation-related fuel usage. Overall, it is expected that operation-related fuel usage associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than similar development projects. Therefore, impacts would be less than significant with respect to operation-related fuel usage.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. The follow discusses consistency of the proposed project with state and local plans pertaining to renewable energy and energy efficiency.

CALIFORNIA RENEWABLES PORTFOLIO STANDARD

The state's electricity grid is transitioning to renewable energy under California's Renewable Energy Program. Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. Electricity production from renewable sources is generally considered carbon neutral. Executive Order S-14-08, signed in November 2008, expanded the state's renewable portfolios standard (RPS) to 33 percent renewable power by 2020. This standard was adopted by the legislature in 2011 (SB X1-2). Senate Bill 350 (de Leon) was signed into law September 2015 and establishes tiered increases to the RPS—40 percent by 2024, 45 percent by 2027, and 50 percent by 2030. Senate Bill 350 also set a new goal to double the energy-efficiency savings in electricity and natural gas through energy efficiency and conservation measures. On September 10, 2018, Governor Brown signed SB 100, which supersedes the SB 350 requirements. Under SB 100, the RPS for public owned facilities and retail sellers consist of 44 percent renewable energy by 2024, 52 percent by 2027, and 60 percent by 2030. Additionally, SB 100 also established a new RPS requirement of 50 percent by 2026. The bill also established a state policy that eligible renewable energy resources and zero-carbon resources supply 100 percent of all retail sales of electricity to California end-use customers and 100 percent of electricity procured to serve all state agencies by December 31, 2045. Under SB 100 the state cannot increase carbon emissions elsewhere in the western grid or allow resource shuffling to achieve the 100 percent carbon-free electricity target.

The statewide RPS goal is not directly applicable to individual development projects, but to utilities and energy providers such as SCE, which is the utility that would provide all of electricity needs for the proposed project. Compliance of SCE in meeting the RPS goals would ensure the State in meeting its objective in transitioning to renewable energy. Additionally, the proposed project would comply with the Building Energy Efficiency Standards and CALGreen. Therefore, implementation of the proposed project would not conflict or obstruct plans for renewable energy and energy efficiency and no impact would occur.

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3.7 GEOLOGY AND SOILS

VII. GEOLOGY AND SOILS.					
a)	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:			X	
i)	Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii)	Strong seismic ground shaking?			X	
iii)	Seismic-related ground failure, including liquefaction?			X	
iv)	Landslides?				X
b)	Result in substantial soil erosion or the loss of topsoil?			X	
c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			X	
e)	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	

Would the project:

- a) **Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:**
- i) **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

No Impact. The proposed project site is not located within an Alquist-Priolo Earthquake Fault Zone as delineated by the Alquist-Priolo Earthquake Fault Zoning Map (CGS 1999). No active faults are known to transect the site, and therefore the site is not expected to be adversely affected by surface rupturing. The nearest mapped known earthquake fault to the project site is the Whittier Fault, approximately two miles to the southwest. No fault rupture hazards are anticipated at the project site, and no impact would occur.

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ii) Strong seismic ground shaking?

Less Than Significant Impact. As with all development in Southern California, the proposed project site is in a seismically active region and may be subject to the effects of ground shaking. Strong ground shaking occurs when energy is released during an earthquake and varies depending on the distance between the site and the earthquake, the magnitude of the earthquake, and the geologic conditions underlying and surrounding the site. According to the *Geotechnical Investigation For Proposed Jaguar Land Rover And Volvo Dealership*, dated May 22, 2019, prepared by Petras Geosciences, and included as Appendix B to this Initial Study, no active faults are known to project through the property. Furthermore, the site does not lie within the boundaries of an “Earthquake Fault Zone” as defined by the State of California in the Alquist-Priolo Earthquake Fault Zoning Act. The Alquist-Priolo Earthquake Fault Zoning Act (AP Act) defines an active fault as one that “has had surface displacement within Holocene time (about the last 11,000 years).” The main objective of the AP Act is to prevent the construction of dwellings on top of active faults that could displace the ground surface resulting in loss of life and property. The Whittier fault located approximately 2.75 miles south from the site would probably generate the most severe site ground motions and is therefore the majority contributor to the deterministic minimum component of the ground motion models. This is according to the USGS Unified Hazard web site tool and/or the 2010 CGS ‘Fault Activity Map of California.’ Extensive studies of the fault suggest that the fault has a slip rate of around 2 to 3 mm per year. Although the probability of primary surface rupture is considered very low, ground shaking hazards posed by earthquakes occurring along regional active faults do exist.

As ground shaking from numerous local and regional faults could occur, structures for human occupancy must be designed to meet or exceed California Building Code (CBC) standards for earthquake resistance. The CBC comprises California Code of Regulations Title 24 Part 2; the 2019 CBC will take effect January 1, 2020. The CBC contains provisions for earthquake safety based on factors including occupancy type, the types of soil and rock onsite, and the strength of ground motion with a specified probability at the site. In addition to conformance with the seismic safety provisions of the most current requirements of the CBC, project development would adhere to the specific recommendations regarding foundation designs and other relevant parameters of the proposed construction set forth in the site-specific geotechnical report to ensure that impacts related to seismic and geotechnical hazards would not adversely impact the project. The geotechnical report presents recommendations for site preparation, backfill, excavations, and foundation design. Conformance with standards and recommendations of the geotechnical report and CBC would ensure adequate mitigation of the risks associated with faulting within, or proximate to, the project site. Impacts would be less than significant.

iii) Seismic-related ground failure, including liquefaction?

Less Than Significant Impact. Liquefaction is a phenomenon in which cohesionless, saturated, fine-grained sand and sandy silt soils lose shear strength and fail due to ground shaking. Liquefaction is defined as the transformation of granular material from a solid state into a liquefied state as a consequence of increased pore-water pressure. According to the Seismic Hazard Zone map for the La Habra 7.5-minute quadrangle (CDMG, 1998), the subject site lies within an area that has been mapped as being potentially susceptible to earthquake-induced liquefaction. Based on a liquefaction analysis shown in the geotechnical

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report conducted by Petras Geosciences (see Appendix B) the site is considered susceptible to seismic liquefaction. This is due primarily to the documented presence of unconsolidated granular (sandy) soils in the area, the relatively shallow groundwater conditions, and to the proximity of seismic sources. Petras Geosciences' liquefaction analysis found the project site is subject to liquefaction in pockets of sandy soils associated with buried stream channels noted below the site. The liquefaction is not expected to be uniformly distributed across the site but is more likely to occur in pockets of soils associated with buried channels as noted in the geotechnical report. However, construction would comply with all CBC standards and recommendations of the geotechnical report, which would ensure adequate mitigation of the risks associated with liquefaction on or proximate to the project site. Therefore, impacts would be less than significant as a result of seismic-related ground failure, including liquefaction.

iv) Landslides?

No Impact. Significant landslides and erosion typically occur on steep slopes where stormwater and high winds can carry topsoil down hillsides. The project is located in a relatively level area, and there are no steep slopes where stormwater and high winds can carry topsoil down hillsides. Therefore, no impact would occur.

b) Result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. The existing site is a bare, slightly vegetated, mass graded pad used for parking for the automotive dealership located to the east. Ground surface conditions consist of seasonal grasses and exposed soil. Project development would involve grading and construction activities that would temporarily leave disturbed soil vulnerable to erosion if effective erosion control measures were not used. Common means of soil erosion from construction sites include water, wind, and being tracked offsite by vehicles. Construction of the proposed project would be required to comply with best management practices (BMPs) that reduce or eliminate soil erosion from construction sites. Stormwater erosion management strategies are further discussed in Section 3.10, *Hydrology and Water Quality*. Conformance with such standards in addition to recommendations of the geologic study would reduce the potential for substantial soil erosion or the loss of topsoil from the site during the grading and construction phases. Once construction is completed, the proposed project will be roughly 87 percent impervious and consist of paved and building areas, coupled with maintained landscaping. As all exposed soil materials would be covered with pavement, landscaped areas, or turf, there would be limited potential for erosion or siltation to occur. With compliance with existing regulations governing erosion from construction sites, the project would have less than significant impacts on soil erosion, and impacts would be less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Less Than Significant Impact. Due to the flat topography of the project site and surrounding area, the potential for lateral spreading is considered very low. Additionally, as indicated under Section 3.7(a)(iii), though the soils on the project site are susceptible to liquefaction, all structures would comply with California Building Code standards and recommendations of the geologic study, which would serve as adequate mitigation of risks

3. Environmental Analysis

associated with liquefaction. The site has been previously developed, and development of proposed project structures would not increase the instability of soil on the project site. The potential for lateral spreading, liquefaction, subsidence, and other types of ground failure or collapse (addressed further under Section 3.7[a][iii]) would be less than significant.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less Than Significant Impact. Expansive or “shrink-swell” soils are soils that swell when subjected to moisture and shrink when dry. Expansive soils typically contain clay minerals that attract and absorb water, greatly increasing the volume of the soil. This increase in volume can cause damage to foundations, structures, and roadways. Expansive soils such as sand, silt, and clay silt soils are present within the City. A laboratory expansion index test was conducted on the existing on-site near surface materials to evaluate the soil expansion potential. Testing results indicated the onsite near surface soils were in the medium expansion category (EI greater than 50). The geotechnical report recommended that foundations and exterior flatwork be designed based on the soil’s expansive characteristics and included preliminary recommendations for both foundations and flatwork improvements. Actual final design parameters for expansive soils would be approved by the Los Angeles County Building and Safety Department upon completion of grading operations and laboratory testing of the finished pad soils. Therefore, compliance with the California Building Code and the recommendations of the geotechnical report would ensure adequate mitigation of the risks associated with expansive soils. Therefore, the potential impacts of expansive soils at the proposed project site would be less than significant.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. The project site is served by existing sewer infrastructure and project construction would not require connections to septic tanks or alternative wastewater disposal systems. Therefore, no impact would occur.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less Than Significant Impact. The project site is relatively flat, and there are no unique geological features on or next to the site. The City of Industry is not known to contain documented paleontological features (Industry General Plan 2014). Given the geology of the City, it is highly unlikely that any unknown fossils or geological features would be present in site soils and could be destroyed by ground disturbances from the proposed project. Furthermore, the proposed project entails minimal grading and excavation, and the site has been previously developed. The potential for the discovery of unknown paleontological resources or a unique geologic feature during construction activities of the proposed project is minimal; however, should a previously

3. Environmental Analysis

unknown paleontological or unique geological be discovered during construction activities, applicable state and local regulations would apply. Therefore, impacts would be less than significant.

3.8 GREENHOUSE GAS EMISSIONS

VIII. GREENHOUSE GAS EMISSIONS.				
a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X
b)	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X

Scientists have concluded that human activities are contributing to global climate change by adding large amounts of heat-trapping gases, known as greenhouse gases (GHGs), into the atmosphere. The primary source of these GHG is fossil fuel use. The Intergovernmental Panel on Climate Change (IPCC) has identified four major GHGs—water vapor, carbon dioxide (CO₂), methane (CH₄), and ozone (O₃)—that are the likely cause of an increase in global average temperatures observed within the 20th and 21st centuries. Other GHG identified by the IPCC that contribute to global warming to a lesser extent include nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons, perfluorocarbons, and chlorofluorocarbons.^{1, 2}

This section analyzes the project’s contribution to global climate change impacts in California through an analysis of project-related GHG emissions. Information on manufacture of cement, steel, and other “life cycle” emissions that would occur as a result of the project are not applicable and are not included in the analysis.³ Black carbon emissions are not included in the GHG analysis because CARB does not include this pollutant in the state’s AB 32 inventory and treats this short-lived climate pollutant separately (CARB 2017a).⁴ A

¹ Water vapor (H₂O) is the strongest GHG and the most variable in its phases (vapor, cloud droplets, ice crystals). However, water vapor is not considered a pollutant, but part of the feedback loop rather than a primary cause of change.

² Black carbon contributes to climate change both directly, by absorbing sunlight, and indirectly, by depositing on snow (making it melt faster) and by interacting with clouds and affecting cloud formation. Black carbon is the most strongly light-absorbing component of PM emitted from burning fuels. Reducing black carbon emissions globally can have immediate economic, climate, and public health benefits. California has been an international leader in reducing emissions of black carbon, with close to 95 percent control expected by 2020 due to existing programs that target reducing PM from diesel engines and burning activities (CARB 2017a). However, state and national GHG inventories do not yet include black carbon due to ongoing work resolving the precise global warming potential of black carbon. Guidance for CEQA documents does not yet include black carbon.

³ Life cycle emissions include indirect emissions associated with materials manufacture. However, these indirect emissions involve numerous parties, each of which is responsible for GHG emissions of their particular activity. The California Resources Agency, in adopting the CEQA Guidelines Amendments on GHG emissions found that lifecycle analyses was not warranted for project-specific CEQA analysis in most situations, for a variety of reasons, including lack of control over some sources, and the possibility of double-counting emissions (see Final Statement of Reasons for Regulatory Action, December 2009). Because the amount of materials consumed during the operation or construction of the proposed project is not known, the origin of the raw materials purchased is not known, and manufacturing information for those raw materials are also not known, calculation of life cycle emissions would be speculative. A life-cycle analysis is not warranted (OPR 2008).

⁴ Particulate matter emissions, which include black carbon, are analyzed in Section 3.3, *Air Quality*. Black carbon emissions have sharply declined due to efforts to reduce on-road and off-road vehicle emissions, especially diesel particulate matter. The State’s existing air quality policies will virtually eliminate black carbon emissions from on-road diesel engines within 10 years (CARB 2017a).

3. Environmental Analysis

background discussion on the GHG regulatory setting and GHG modeling can be found in Appendix A to this Initial Study.

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the proposed project:

g) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact. Global climate change is not confined to a particular project area and is generally accepted as the consequence of global industrialization over the last 200 years. A typical project, even a very large one, does not generate enough greenhouse gas emissions on its own to influence global climate change significantly; hence, the issue of global climate change is, by definition, a cumulative environmental impact.

Project-related construction and operation-phase GHG emissions are shown in Table 8, *Project-Related Operation GHG Emissions*. As shown in the table, the proposed project would generate GHG emissions from vehicle trips generated by the project (e.g., customers and deliveries) energy use (indirectly from purchased electricity use and directly through fuel consumed for building heating), area sources (e.g., landscaping equipment used on-site, consumer products, coatings), water/wastewater generation, and waste disposal. Annual average construction emissions were amortized over 30 years and included in the emissions inventory to account for one-time GHG emissions from the construction phase of the project. Overall, development and operation of the proposed project would not generate annual emissions that exceed the SCAQMD bright-line threshold of 3,000 metric tons of carbon dioxide equivalent (MTCO_{2e}) per year (SCAQMD 2010). Therefore, the proposed project's cumulative contribution to GHG emissions would be less than significant.

Table 8 Project-Related Operation GHG Emissions

Source	GHG (MTCO _{2e} /Year)
Area	<1
Energy	260
Mobile (Vehicle Trips)	1,541
Solid Waste	66
Water	34
Amortized Construction Emissions ¹	14
Total	1,916
Proposed SCAQMD Bright-Line Threshold	3,000 MTCO _{2e} /Yr
Exceeds Bright-Line Threshold?	No

Source: CalEEMod, Version 2016.3.2. Totals may not equal to the sum of the values as shown due to rounding

Notes: MTons: metric tons; MTCO_{2e}: metric ton of carbon dioxide equivalent

¹ Total construction emission are amortized over 30 years per SCAQMD methodology.

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h) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact. Applicable plans adopted for the purpose of reducing GHG emissions include the CARB Scoping Plan and SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). A consistency analysis with these plans is presented below.

CARB SCOPING PLAN

CARB's Scoping Plan is California's GHG reduction strategy to achieve the state's GHG emissions reduction target established by Assembly Bill (AB) 32, which is to return to 1990 emission levels by year 2020 (CARB 2008). The CARB Scoping Plan is applicable to state agencies and is not directly applicable to cities/counties and individual projects. Nonetheless, the Scoping Plan has been the primary tool that is used to develop performance-based and efficiency-based CEQA criteria and GHG reduction targets for climate action planning efforts.

Since adoption of the 2008 Scoping Plan, state agencies have adopted programs identified in the plan, and the legislature has passed additional legislation to achieve the GHG reduction targets. Statewide strategies to reduce GHG emissions include the Low Carbon Fuel Standard (LCFS), California Appliance Energy Efficiency regulations, California Renewable Energy Portfolio standard, changes in the Corporate Average Fuel Economy (CAFE) standards, and other early action measures as necessary to ensure the state is on target to achieve the GHG emissions reduction goals of AB 32. Also, new buildings are required to comply with the latest applicable Building Energy Efficiency Standards and California Green Building Code (CALGreen). On December 24, 2017, CARB adopted the Final 2017 Climate Change Scoping Plan Update to address the new 2030 interim target to achieve a 40 percent reduction below 1990 levels by 2030, established by SB 32 (CARB 2017c). While measures in the Scoping Plan apply to state agencies and not the proposed project, the project's GHG emissions would be reduced from compliance with statewide measures that have been adopted since AB 32 and SB 32 were adopted. Therefore, the proposed project would not obstruct implementation of the CARB Scoping Plan and impacts would be less than significant.

SCAG'S REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY

SCAG's 2016-2040 RTP/SCS was adopted April 7, 2016. The RTP/SCS identifies multimodal transportation investments, include bus rapid transit, light rail transit, heavy rail transit, commuter rail, high-speed rail, active transportation strategies (e.g., bike ways and sidewalks), transportation demand management strategies, transportation systems management, highway improvements (interchange improvements, high-occupancy vehicle lanes, high-occupancy toll lanes), arterial improvements, goods movement strategies, aviation and airport ground access improvements, and operations and maintenance to the existing multimodal transportation system.

The RTP/SCS identifies that land use strategies that focus on new housing and job growth in areas served by high quality transit and other opportunity areas would be consistent with a land use development pattern that supports and complements the proposed transportation network. The overarching strategy in the 2016-2040 RTP/SCS is to provide for a plan that allows the southern California region to grow in more compact

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communities in existing urban areas, provide neighborhoods with efficient and plentiful public transit, abundant and safe opportunities to walk, bike and pursue other forms of active transportation, and preserve more of the region’s remaining natural lands (SCAG 2016). The 2016-2040 RTP/SCS contains transportation projects to help more efficiently distribute population, housing, and employment growth, as well as forecasted development that is generally consistent with regional-level general plan data. The projected regional development, when integrated with the proposed regional transportation network identified in the RTP/SCS, would reduce per capita vehicular travel-related GHG emissions and achieve the GHG reduction per capita targets for the SCAG region.

The RTP/SCS does not require that local general plans, specific plans, or zoning be consistent with the SCS, but provides incentives for consistency for governments and developers. Implementation of the proposed project would result in an increase of customers to the project site. However, it would be an infill development project in the City and would be in a developed commercial area that currently consists of other automotive dealerships. Serving the local community could contribute to reducing the vehicle miles traveled by providing the local community with closer options for automotive services. Furthermore, the proposed project is a permitted use under both the underlying General Plan land use designation and zoning for the project site. Therefore, the proposed project would not interfere with SCAG’s ability to implement the regional strategies outlined in the RTP/SCS, and no impact would occur.

3.9 HAZARDS AND HAZARDOUS MATERIALS

IX. HAZARDS AND HAZARDOUS MATERIALS.				
a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X
b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X
d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?			X
f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X
g)	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X

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A Phase 1 Environmental Site Assessment (ESA) dated December 20, 2018 was conducted for the subject property by Advanced GeoEnvironmental, Inc (see Appendix C). The assessment revealed no Recognized Environmental Conditions (RECs) for the subject property. The following analysis is based in part on this Phase 1 ESA document.

Would the project:

- a) **Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?**

Less Than Significant Impact.

CONSTRUCTION

The construction of the proposed dealership buildings would require fuels, lubricating fluids, solvents, or other substances. The use, transport, storage, and disposal of hazardous materials using these substances comply with existing regulations established by several agencies, including the Department of Toxic Substances Control (DTSC), the EPA, the US Department of Transportation (USDOT), the Occupational Safety & Health Administration (OSHA), and the Los Angeles County Fire Department.⁵

OPERATION

The proposed buildings include automotive dealership showrooms, offices, a full-service center, and car washing facility. The automotive services component of the project site would receive shipments of oil, lubricants, and other fluid materials, and produce waste oil and other lubricant by-products. Car wash runoff would be treated onsite with designated treatment basins. Project operational use would also involve the use of cleaning supplies such as soaps and cleansers, and maintenance materials such as paint. Materials would be for use in performing automotive services and washing, as well as cleaning and maintenance of the buildings. Daily hazardous waste oil and coolant would be contained in a double walled tank on-site and picked up by a vendor twice a week; adherence to these measures would be assured through a condition of project approval from the City. The use, transport, and disposal of such materials would be in compliance with the Los Angeles County Hazardous Materials Business Plan provisions to ensure that any materials are handled correctly. Through a condition of project approval, the City will ensure the provisions of the Los Angeles County Hazardous Materials Business Plan are adhered to. Impacts would be less than significant.

- b) **Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

Less Than Significant Impact.

⁵ The Los Angeles County Fire Department is the Certified Unified Program Agency (CUPA) for the City of Industry; the Certified Unified Program coordinates and makes consistent enforcement of several state and federal regulations governing hazardous materials.

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CONSTRUCTION EFFECTS

According to the Phase I ESA by Advanced GeoEnvironmental, no RECs were identified on the project site and the project site does not appear on any regulatory agency database such as GeoTracker, Environmental Justice Screening and Mapping Tool (EJSCREEN), EnviroMapper, EnviroStor, or the Solid Waste Information System (SWIS) facility database, however the site is listed on HAZNET for the year 2007 as a hazardous waste generator including 0.2 ton of polychlorinated biphenyls and material containing PCBs (Advanced GeoEnvironmental). Based on the lack of site specific environmental concerns, including previous on-site development hazards that were determined to pose no risk to the project site, construction activities associated with the proposed project are not anticipated to result in the exposure of construction personnel and the public to any unidentified hazardous substances in construction debris or on-site soil. Within a 0.25-mile radius of the project site are identified Resource Conservation and Recovery Act (RCRA) generator sites, underground storage tanks, the San Gabriel Valley groundwater basin superfund site currently undergoing remediation, and a closed utility manufacturing groundwater release, all of which were found to be insignificant to the status of the project site under the analysis of the Phase 1 ESA. No on-site hazards exist; however, the use of certain construction materials may result in safety hazards.

Cal/OSHA regulates worker safety with respect to the use of hazardous materials, including requirements for safety training, availability of safety equipment, hazardous materials exposure warnings, and emergency action and fire prevention plan preparation. Cal/OSHA enforces the hazard communication program regulations, which include provisions for identifying and labeling hazardous materials, describing the hazards of chemicals, and documenting employee training programs.

Compliance with existing regulations would ensure that construction workers and the general public are not exposed to any unusual or excessive risks related to any hazardous materials during construction activities. Impacts to construction workers and the public from any hazardous materials during construction activities for the proposed project would be less than significant.

OPERATIONAL EFFECTS

It is not anticipated that operation of the proposed project would create a significant hazard to the public or the environment through reasonably foreseeable upset or accident conditions involving the release of hazardous materials into the environment. Hazardous materials that could be stored within the project site would consist of new and waste oil and coolant, and common chemicals used for maintenance and cleaning. Development of the proposed project would include the use and storage of materials and various fluids used for automotive services, and common hazardous materials such as paints, solvents, and cleaning products for maintenance of the facilities.

In the unlikely event of unanticipated exposure to these products, the potential risk would vary among individuals as the properties and health effects of different chemicals are unique to each chemical and depend on the extent to which an individual is exposed. The extent and exposure of individuals to hazardous materials would be limited to service center workers and quantities would be limited based on the nature and scale of the project. City of Industry and Los Angeles Fire Department regulations require that prospective building occupants maintain equipment and supplies for containing and cleaning up minor spills of hazardous materials;

3. Environmental Analysis

train staff on such containment and cleanup; and notify appropriate emergency response agencies immediately in the event of a hazardous materials release of greater quantity and/or hazard than onsite staff can safely stop, contain, and clean up. Impacts would be less than significant and no mitigation is required.

- c) **Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

Less Than Significant Impact. The project site is in a commercial area and no sensitive receptors exist in the immediate vicinity of the site. No schools exist within 0.25 mile of the project site. Emissions would not pose health hazards to any nearby sensitive receptors. Impacts would be less than significant.

- d) **Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

No Impact. Refer to response 3.9(b). The project site does not appear on any regulatory agency database, including GeoTracker, EJSCREEN, EnviroMapper, EnviroStor, or the SWIS facility database (Advanced GeoEnvironmental). Adherence to existing laws and regulations would ensure that the no impact associated with exposure to hazardous materials from the development of the proposed project would occur.

- e) **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?**

No Impact. The proposed project site is approximately nine miles southeast of the San Gabriel Airport. According to the San Gabriel Airport Influence Area Map, the proposed project site is not in an airport land use plan area (Los Angeles 2019). The project site is approximately 1 mile southeast of the Los Angeles Sheriff's Department private heliport. The proposed project would not result in safety hazards or excessive noise for people residing or working in the area from either the public airport or private heliport, and no impact would occur.

- f) **Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

No Impact. The emergency response plan in effect in Los Angeles County is the Los Angeles County Operational Area Emergency Response Plan (OAERP) maintained by the County Office of Emergency Management and approved by the County Board of Supervisors in 2012. Project construction and operation of the project as an automobile dealership would not block access to the project site or to surrounding properties, and would not impede the evacuation program. Notification of emergency personnel of impending blockages, detour signs, and a construction plan for traffic would ensure that there would be no impact in the case of emergency evacuation. Project development would be conducted in accordance with regulatory standards and would not interfere with implementation of the OAERP. Therefore, implementation of the proposed project would have no impact on emergency response or evacuation plans. Refer also to Response 3.20(a).

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- g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?**

Less Than Significant Impact. The proposed project site and surrounding area are characterized by features typical of an urban landscape, with wildlands to the south across SR-60. The proposed project is surrounded by commercial development and is not located within a state responsibility area or land classified as a very high fire hazard severity zone, as identified in the Los Angeles County Fire Hazard Severity Zone Map (CAL FIRE 2007). The nearest FHSZ in the SRA and the LRA is a VHFHSZ 0.4 mile south of the project site where open space interfaces with the urban edge, south of Colima Road. Land between the edge of the FHSZ and the project site is dense urban development and includes SR-60. Consequently, due to intervening development and infrastructural barriers, development of the proposed project would not result in the direct or indirect exposure of people or structures to hazards associated with wildland fires, and impacts would be less than significant.

3.10 HYDROLOGY AND WATER QUALITY

X. HYDROLOGY AND WATER QUALITY.				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:			X	
i) result in a substantial erosion or siltation on- or off-site;			X	
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;			X	
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			X	
iv) impede or redirect flood flows?				X
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				X
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	

Would the project:

- a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?**

Less Than Significant Impact.

3. Environmental Analysis

CONSTRUCTION

As part of Section 402 of the Clean Water Act, the U.S. Environmental Protection Agency has established regulations under the National Pollution Discharge Elimination System (NPDES) program to control direct stormwater discharges. The NPDES program regulates industrial pollutant discharges, which include construction activities. In California, the State Water Resources Control Board (SWRCB) administers the NPDES permitting program and is responsible for developing NPDES permitting requirements. In the Los Angeles metropolitan area, where the City of Industry is located, the SWRCB is the permitting authority, while the Los Angeles Regional Water Quality Control Board (RWQCB) provides local oversight and permit enforcement. In addition to federal and state regulations, the project applicant would also be required to adhere to applicable provisions outlined in Chapter 13.16 (Storm Water and Urban Runoff Pollution Control) of the City of Industry Municipal Code. For example, Section 13.16.080 (Requirements for industrial/commercial and construction activities) contains construction activity stormwater requirements to preserve water quality and prevent erosion in the City.

Requirements for waste discharges potentially affecting stormwater from construction sites of one acre or more are set forth in the SWRCB's Construction General Permit, Order No. 2012-0006-DWQ, issued in 2012. The site is 6.38 acres and, therefore, project construction is subject to requirements of the Construction General Permit. Projects obtain coverage under the Construction General Permit by filing a Notice of Intent with the SWRCB prior to grading activities and preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) during construction. The primary objective of the SWPPP is to identify, construct, implement, and maintain best management practices (BMPs) to reduce or eliminate pollutants in stormwater discharges and authorized non-stormwater discharges from the construction site. Categories of BMPs typically used in SWPPPs are described in Table 9, *Construction BMPs*, below. Implementation and monitoring required under the SWPPP would control and reduce short-term intermittent impacts to water quality from construction activities to less than significant levels, and no mitigation measures are necessary.

Table 9 Construction BMPs

Category	Purpose	Examples
Erosion Controls and Wind Erosion Controls	Cover and/or bind soil surface, to prevent soil particles from being detached and transported by water or wind	Mulch, geotextiles, mats, hydroseeding, earth dikes, swales
Sediment Controls	Filter out soil particles that have been detached and transported in water.	Barriers such as straw bales, sandbags, fiber rolls, and gravel bag berms; desilting basin; cleaning measures such as street sweeping
Tracking Controls	Minimize the tracking of soil offsite by vehicles	Stabilized construction roadways and construction entrances/exits; entrance/outlet tire wash.
Non-Storm Water Management Controls	Prohibit discharge of materials other than stormwater, such as discharges from the cleaning, maintenance, and fueling of vehicles and equipment. Conduct various construction operations, including paving, grinding, and concrete curing and finishing, in ways that minimize non-	BMPs specifying methods for: paving and grinding operations; cleaning, fueling, and maintenance of vehicles and equipment; concrete curing; concrete finishing.

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Table 9 Construction BMPs

Category	Purpose	Examples
	stormwater discharges and contamination of any such discharges.	
Waste Management and Controls (i.e., good housekeeping practices)	Management of materials and wastes to avoid contamination of stormwater.	Spill prevention and control, stockpile management, and management of solid wastes and hazardous wastes.

OPERATION

The primary constituents of concern during the project operational phase would be solids, oils, and greases from parking areas, driveways, and service areas that could be carried off-site. Project design features would address the anticipated and expected pollutants of concern during the project’s operational phase. On-site landscaping, which comprises approximately 12 percent of the total project site, would assist in minimizing the amount of runoff from the site by providing permeable areas for water infiltration and decreasing runoff volume. The project would include source control BMPs to properly manage stormwater flow and prevent stormwater pollution by reducing the potential for contamination at the source. Engineered drainage systems would serve a water treatment function, utilizing modular wetlands to capture and retain stormwater prior to release into the site’s tributary drainage areas. The proposed project would modify drainage patterns onsite but would discharge runoff to the same northern site connection point to the public storm drain system. Adherence to Chapter 13.16 of the City’s Municipal Code and implementation of operational BMPs would be assured via a condition of project approval from the City.

Requirements for waste discharges potentially affecting stormwater from project operations are set forth in Chapter 13.16 (Standard Urban Stormwater Mitigation Plan Implementation) of the City’s Code. Standard Urban Stormwater Mitigation Plan (SUSMP) requirements include minimizing stormwater pollutants and limiting peak post-project stormwater runoff rates to no greater than predevelopment rates where increased runoff could increase downstream erosion.

Municipal Code Chapter 13.16 applies to new development involving parking lots of 5,000 square feet or more or having 25 or more parking spaces and potentially exposed to stormwater runoff. The proposed project is subject to the Code requirements because best management practices, mitigation measures, and design features regarding stormwater runoff are required to be implement for new development in the City (Municipal Code 13.16.020). As part of the permitting process, such facilities are required to comply with stormwater BMPs listed in the SUSMP or the “BMP Guidebook” prepared or recommended by the City Engineer. BMPs designed to protect against impacts to water quality would be incorporated in a project-specific SUSMP that is submitted to City staff for review and approval as part of the Development Plan review process. Project BMPs include source control BMPs, including both non-structural and structural. The approved BMPs would be incorporated in the project grading and site plans; detail drawings and notes would provide specifications regarding size, capacity, and materials of construction.

Modular wetland BMPs on the project site would be designed to capture and retain the Stormwater Quality Design Volume (SWQDv), which is defined as the 0.75-inch, 24-hour rain event or the 85th percentile, 24-hour rain event, as determined from the Los Angeles County 85th percentile precipitation isohyetal map, whichever

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is greater. The SWQDv values for the proposed project were calculated for infiltration, with treatment values calculated to be 1.5 times the infiltration values.

In general projects must control pollutants, pollutant loads, and runoff volume from the project site by minimizing the impervious surface area and controlling runoff through infiltration, bioretention, or rainfall harvest and use. Projects must incorporate BMPs in accordance with the requirements of the municipal NPDES permit. The proposed project would comply with water quality standards, and impacts would be less than significant. No mitigation measures are necessary.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less Than Significant Impact.

Water to the project site is serviced by Rowland Water District (RWD). RWD largely obtains its water supplies from the Metropolitan Water District of Southern California. RWP projects that it will have adequate water supplies to meet water demands in its service area through 2040 (RWD Urban Water Management Plan). Further, the proposed project site is neither a designated groundwater recharge area, nor does the project site serve as a primary source of groundwater recharge. No water features (e.g., streams or creeks) that serve the purpose of groundwater recharge for the area are located in the project vicinity. Therefore, implementation of the proposed project would not substantially deplete groundwater supplies or interfere with groundwater recharge and impacts would be less than significant.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in a substantial erosion or siltation on- or off-site?

Less Than Significant Impact. In October 2019, Omega Engineering Consultants conducted a drainage study for the project site which is included in Appendix D. The existing site is a bare, slightly vegetated, mass graded pad used for parking for the automobile dealership located to the east. Ground surface conditions consist of seasonal grasses and exposed soil. The site is underlain by #17, yolo clay loam soil. The project site drains from south to north at an average slope of approximately one percent via surface flow to an existing catch basin. From the existing catch basin, storm water is conveyed offsite to a 36-inch reinforced concrete storm drainpipe. The drainage from the project site ultimately drains to the San Jose Creek and then to San Gabriel River.

Implementation of the proposed project would introduce new impervious surfaces of the project with development of the new buildings and asphalt concrete drive aisles and parking stalls. Landscaping would be provided within islands around the parking lot and adjacent buildings. The proposed site would be roughly 87 percent impervious. Although there are changes to the site stormwater conveyance, the proposed site maintains the same discharge point identified in the existing condition.

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Furthermore, the applicant's contractor will be required to prepare an SWPPP in order to comply with the RWQCB's General Construction Storm Water Permit. The SWPPP will identify BMPs to be implemented during construction activities at the project site to minimize soil erosion and protect existing drainage systems. Compliance with existing regulations developed to minimize erosion and siltation would reduce this impact to a less than significant level.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Less Than Significant Impact. Refer to Response 3.10(c)(i), above. The development of the project site will modify the onsite drainage patterns but will maintain the existing discharge point. However, based on a drainage study by Omega Engineering Consultants in October 2019, the proposed improvements result in a decrease in generated runoff during the peak of the 50-year, 24-hr storm for existing catch basin. Specifically, the project site will decrease the 50-year flow from the existing condition from 18.84 cfs to 14.79 cfs, a reduction of 4.05 cfs. Therefore, the project would improve the existing drainage pattern of the site by reducing the amount of runoff leaving the site during rain events. Impacts would be less than significant.

iii) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant Impact. Refer to Responses 3.10(b) and 3.10(c)(i), above. Grading and drainage plans will be prepared for the proposed project, consistent with local, state, and federal water quality requirements. The project would not create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Currently the site drains via surface flow to the north boundary of the site, where it flows into a private storm drain riser. This riser connects to a public storm drain that runs under the un-named alley immediately north of the site. The public storm drain system conveys the runoff north and west to an outfall to San Jose Creek. The proposed site modifies drainage patterns onsite, but it will discharge runoff to the same connection point with the public storm drain system. The City's existing stormwater infrastructure is currently adequate to accommodate stormwater runoff from the site, which would not increase in rate or amount with project implementation as compared to existing conditions. Impacts would be less than significant.

iv) Impede or redirect flood flows?

No Impact. The proposed project area is within Federal Emergency Management Agency Flood Zone Designation X (Zone X) (FEMA 2008). Zone X is an area of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRMs) as having a 0.2 percent annual chance flood. Further, the project is not located within a 100-year flood hazard zone. The project is not located in an area that would expose people or structures to significant risk of loss, injury, or death involving flooding as a result of the failure of a levee or dam per the dam inundation map provided on the California Division of Safety of Dams website. Therefore, the project site is not located within a flood hazard area. Implementation of the proposed project would not impede or redirect flood flows and runoff rates would remain similar to existing conditions. No impact would occur.

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d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

No Impact. As stated in Response 3.10(c)(iv), the proposed project site is not within a flood hazard area. A seiche is a surface wave created when a body of water is shaken, usually by earthquake activity. Seiches are of concern relative to water storage facilities because inundation from a seiche can occur if the wave overflows a containment wall, such as the wall of a reservoir, water storage tank, dam or other artificial body of water. However, there are no large water tanks in the area that could impact the proposed project site. Additionally, the project site is about 20 miles inland from the Pacific Ocean and at an elevation of about 400 feet above mean sea level; therefore, there is no tsunami flood risk at the site. In sum, the project is not subject to inundation by tsunami, seiche, or flood, and no impacts would occur.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less Than Significant Impact. As stated in Responses 3.10(a) and 3.10(b), above, compliance with existing laws and regulations would ensure that the proposed project would result in a less than significant impact regarding conflicting with or obstructing implementation of a water quality control plan or sustainable groundwater management plan.

3.11 LAND USE AND PLANNING

XI. LAND USE AND PLANNING.				
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

Would the project:

a) Physically divide an established community?

No Impact. The site is surrounded by industrial and commercial uses and gains access from existing public roadways. The proposed project is similar in land use to the existing neighboring buildings. No impact would occur.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The proposed automotive dealership use is permitted under both the Commercial General Plan land use designation and the Automobile Zone (AZ) zoning designation. As a proposed automobile dealership and service center, the project would not conflict with land use regulations. No impact would occur.

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3.12 MINERAL RESOURCES

XII. MINERAL RESOURCES.					
a)	Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?				X
b)	Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

Would the project:

- a) **Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?**

No Impact. The project site is mapped as Mineral Resource Zone 1 (MRZ-1) by the California Geological Survey, meaning that significant mineral deposits are known to be absent, or where it is judged that there is little likelihood that such deposits are present (CGS 1994). Project development would not cause a loss of availability of a known mineral resource, therefore no impact would occur.

- b) **Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

No Impact. No mining sites are designated in the City of Industry General Plan, and the nearest mine to the site mapped on the *Mines Online* website is over six miles away (OMR 2019). Project development would not cause a loss of availability of a mining site designated in the City of Industry's General Plan, therefore no impact would occur.

3.13 NOISE

XIII. NOISE.					
a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b)	Generation of excessive groundborne vibration or groundborne noise levels?				X
c)	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

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Would the project result in:

Noise Fundamentals

Noise is defined as unwanted sound and is known to have several adverse effects on people, including hearing loss, speech and sleep interference, physiological responses, and annoyance. Based on these known adverse effects of noise, the federal, state, and city governments have established criteria to protect public health and safety and to prevent the disruption of certain human activities, such as classroom instruction, communication, or sleep. The City of Industry General Plan identifies land uses particularly sensitive to noise to include residential, school, and open space recreation areas where quiet environments are necessary for enjoyment, public health, and safety. Fundamentals of noise and vibration and additional regulatory background information, including local regulations, are included in Appendix E.

EXISTING NOISE ENVIRONMENT AND SENSITIVE RECEPTORS

The project site is currently undeveloped and is located on Gale Avenue between South Azusa Avenue and Fullerton Road, in the City of Industry, in Los Angeles County. The site is surrounded by commercial and industrial uses. A Union Pacific Railroad line lies directly north of the project site. According to the City of Industry General Plan EIR (Industry 2014), the ambient noise environment for the project site area is at least 70 dBA CNEL.

The nearest noise-sensitive receptors are medium density residential uses, approximately 2,000 feet to the south, and single-family residential uses, approximately 2,000 feet to the southeast. Both of these sets of receptors are located within the unincorporated community of Rowland Heights (LA County 2018), across SR-60 from the project site. Boundaries of the Community of Rowland Heights are exposed to noise from the surrounding commercial, industrial, and residential uses, nearby traffic along major arterials, and train pass-bys along the Union Pacific Railroad line.

Regulatory Setting

County of Los Angeles Noise Standards Municipal Code

The City’s Code only contains exterior noise standards only as it pertains to entertainment uses (Chapter 17.12). Therefore, for the purposes of this analysis, County of Los Angeles Noise Ordinances were used to assess project impacts. County of Los Angeles Noise Ordinance (Section 12.08) establishes that the impact would be significant if project-related stationary noise exceeded the exterior noise standards included listed in Table 10, *County of Los Angeles Exterior Noise Standards*, below:

Table 10 County of Los Angeles Exterior Noise Standards

Noise Zone	Time Period	Maximum Permissible Noise Level (dBA) ^{1,2}				
		Standard 1 (L ₅₀)	Standard 2 (L ₂₅)	Standard 3 (L ₁₀)	Standard 4 (L ₂)	Standard 5 (L _{max})
Noise-Sensitive Area	Anytime	45	50	55	60	65
Residential Properties	10 PM to 7 AM	45	50	55	60	65
	7 AM to 10 PM	50	55	60	65	70
Commercial Properties	10 PM to 7 AM	55	60	65	70	75

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Table 10 County of Los Angeles Exterior Noise Standards

Noise Zone	Time Period	Maximum Permissible Noise Level (dBA) ^{1,2}				
		Standard 1	Standard 2	Standard 3	Standard 4	Standard 5
		(L ₅₀)	(L ₂₅)	(L ₅)	(L ₂)	(L _{max})
	7 AM to 10 PM	60	65	70	75	80
Industrial Properties	Anytime	70	75	80	85	90

Source: County of Los Angeles Municipal Code, Section 12.08.390.

Notes:

¹ According to Section 12.08.390, if the ambient noise levels exceed the exterior noise standards above, then the ambient noise level becomes the noise standard. If the source of noise emits a pure tone or impulsive noise, the exterior noise levels limits shall be reduced by five decibels.

² If the measurement location is on a boundary property between two different zones, the noise limit shall be the arithmetic mean of the maximum permissible noise level limits of the subject zones; except when an intruding noise source originates on an industrial property and is impacting another noise zone, the applicable exterior noise level shall be the daytime exterior noise level for the subject receptor property.

City of Industry General Plan

The City's General Plan includes the following goals and policies that relate to noise:

- **Goal S6:** An environment where noise does not adversely affect sensitive land uses.
- **Policy S6-1:** Coordinate with Caltrans, San Gabriel Valley Council of Governments, Southern California Association of Governments, neighboring jurisdictions, and other transportation providers in the preparation and maintenance of transportation and land use plans to minimize noise impacts and provide appropriate mitigation measures.
- **Policy S6-2:** Address noise impacts through the effective enforcement of the noise ordinance, project and environmental review, and compliance with state and federal noise standards.
- **Policy S6-3:** Consider the noise levels likely to be produced by any new businesses or substantially expanded business activities locating near existing noise-sensitive uses such as schools, community facilities, and residences, as well as adjacent to established businesses involving vibration-sensitive activities.

NOISE IMPACT ASSESSMENT

The generation of noise and vibration associated with the proposed project would occur over the short-term for site construction activities. In addition, noise would result from the long-term operation of the project. Both short-term and long-term noise impacts associated with the project are examined in the following analyses that correspond to the CEQA Guidelines.

Would the project result in:

- a) **Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

Less Than Significant Impact. Long-term impacts could be significant if the project creates activity or generates a volume of traffic that would substantially raise the ambient noise levels. A substantial increase in

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ambient noise is defined as 3 dB CNEL. A 3 dB increase in traffic noise levels corresponds to approximately a doubling of average daily traffic (ADT).⁶

Road Noise

Per the traffic analysis, the project is estimated to generate a maximum of 193 trips during weekday peak hours. In comparison to existing traffic on Gale Avenue, 17,164 ADT, (LA County Public Works) project contribution represents a worst-case increment of approximately 1 percent. This small increment in flows translates into less than 0.1 dB of traffic-generated noise, which is completely negligible in comparison to existing traffic flows on nearby streets. As such, the project-generated noise increases on Gale Avenue would be well below the threshold of audibility and well below the 3 dB threshold of significance. Thus, traffic noise increases in the area surrounding the project site would be less than significant and no mitigation measures are necessary.

Construction Noise

The total duration for project construction is approximately 16 months. Construction equipment for the proposed project could include equipment such as a, grader, tractor, loader, forklift, air compressor, paving machine, and trucks. Two types of short-term noise impacts could occur during construction: (1) mobile-source noise from transport of workers, material deliveries, and debris haul and (2) stationary-source noise from use of construction equipment.

Construction Vehicles

The transport of workers and materials to and from the construction site would incrementally increase noise levels along site access roadways. Individual construction vehicle pass-bys may create momentary noise levels of up to approximately 85 dBA L_{max} at 50 feet from the worker and vendor vehicles and haul trucks. As there is no structure on site, haul trips would be limited to soils removed during grading and construction related refuse. However, these occurrences would generally be infrequent and short lived. Therefore, noise impacts from construction haul trips would be less than significant.

Construction Equipment

Noise generated by on-site construction equipment is based on the type of equipment used, its location relative to sensitive receptors, and the timing and duration of noise-generating activities. Each phase of construction involves different kinds of equipment and has distinct noise characteristics. Noise levels from construction activities are typically dominated by the loudest piece or pieces of equipment. The dominant equipment noise source is typically the engine, although work-piece noise (such as dropping of materials) can also be noticeable.

The nearest residential property line is approximately 2,000 feet south and southeast, respectively, from the project site. Consequently, the operation of rooftop HVAC units at the Project buildings would generally be overshadowed by traffic flow noise on SR-60. Due to distance, traffic noise on SR-60, and compliance with pertinent local noise regulations, noise levels from project mechanical equipment would be less than significant.

⁶ Vehicle types, flow speeds, and roadway geometries being held constant.

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Operational Noise

Stationary Mechanical Equipment

On-site heating, ventilation, and air conditioning (HVAC) units and associated equipment attached to the warehouse structure would be acoustically engineered with appropriate procurement specifications, sound enclosures, and parapet walls to minimize noise; all in accordance with City of Industry/County of Los Angeles noise standards listed above to ensure that such equipment does not exceed allowable noise limits.

Due to distance of at least 2020 feet from the project site to the nearest residential property line, the operation of rooftop HVAC units at the Project buildings would generally be overshadowed by traffic flow noise on SR-60. Due to distance, traffic noise on SR-60, and compliance with pertinent local noise regulations, noise levels from project operation would be less than significant.

Stationary-Source Noise

Stationary source impacts would be limited to an increase in car movements and idling due to the development of an automotive dealership, service center, and car wash. However, these types of noise sources are the same as sources directly east and west of the site. On the eastern border and western border of the project site are automotive dealerships, Puente Hills Mazda and Puente Hills Hyundai, respectively. However, there are no sensitive receptors in the immediate vicinity of the project site. Furthermore, any noises generated by the project during operation would be overshadowed by State Route 60 directly south of the project site, and the Union Pacific Railroad line directly north of the site. Therefore, permanent noise increases due to project-related stationary sources would be less than significant and no mitigation measures are necessary.

b) Generation of excessive groundborne vibration or groundborne noise levels?

Less Than Significant Impact. Potential vibration impacts associated with commercial development projects are usually related to the use of heavy construction equipment during (a) demolition and grading phases of construction and/or (b) the operation of heavy equipment or large truck movements over uneven surfaces during project operations.

Operational Activities

While the proposed project would include car movements from the automotive dealership, automotive service center, and car wash, the operation of the proposed project would not include any notable, long-term vibration sources. Further, the movement of delivery trucks would be able to generate notable level of groundborne vibration since (a) there would not be major surface discontinuities in the finished surfaces and (b) such trucks would not be traveling at substantial-enough speeds to create vibrational impulses. Thus, no significant vibration effects or impacts from operations sources would occur, and no mitigation measures are required.

Construction Activities

The project would construct automotive dealership that includes a reception area and lounge, showrooms, sales and consultation area, personalization studio/shop, vehicle service reception area, new car delivery area,

3. Environmental Analysis

restrooms and offices. Overall, project construction is expected to be 16 months. Construction activities can generate ground vibration that varies depending on the construction procedures, equipment used, and proximity to vibration-sensitive uses. Construction equipment generates vibrations that spread through the ground and diminish in amplitude with distance. Such vibrations may have two types of potential impacts: (a) architectural damage to nearby buildings and (b) annoyance to vibration-sensitive receptors.

The project site is a relatively flat and currently undeveloped lot that contains no structures or buildings. Consequently, the use of heavy construction equipment for demolition of man-made or large earthen objects will not be required. Grading activities will require the use of one water truck for dust control, two load graders, two skip loaders, three excavators, two backhoes, three scrapers, and two compactors. One 4000lb forklift and three boom lifts will be required during the duration of construction. The use of high-vibration equipment, such as pile drivers or vibratory rollers, is not anticipated.

Table 11, *Typical Vibration Levels Produced by Common Construction Equipment*, shows the typical vibration levels (in terms of peak particle velocities, PPV, and vibration velocity decibels, VdB) of some common construction equipment and haul trucks (loaded trucks). Potential vibration effects that could result in architectural damage are typically evaluated in terms of the peak particle velocity (PPV) metric, while vibration annoyance effects are typically evaluated in terms vibration decibels (VdB).

Table 11 Noise Levels Generated by Typical Construction Equipment

Type of Equipment	Average Sound Levels Measured (dBA at 50 feet)
Pile Drivers	101
Rock Drills	98
Jack Hammers	88
Pneumatic Tools	85
Pumps	76
Dozers	80
Front-End Loaders	79
Hydraulic Backhoe	85
Hydraulic Excavators	82
Graders	85
Air Compressors	81
Trucks	91

Source: Bolt, Beranek and Newman, 1971.

Vibration-induced Architectural Damage

The threshold at which there is a risk of architectural damage to typical wood-framed buildings is 0.2 in/sec and the threshold for reinforced steel concrete structures is 0.5 in/sec (FTA 2006). Building damage is not normally a factor unless the project requires blasting and/or pile driving (FTA 2006). No blasting, pile driving, or hard rock ripping/crushing activities are anticipated for the proposed project. In contrast, small construction equipment generates vibration levels less than 0.1 PPV in/sec at 25 feet away.

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The most vibration-intensive piece of equipment anticipated to be used during project construction is a backhoe (comparable to a large bulldozer), which generates a vibration level of 0.089 PPV in/sec at a distance of 25 feet. The nearest structures to the project site construction site are the Puente Hill Mazda to the east (approximately 25 feet from the project boundary) and the Puente Hill Hyundai to the west (approximately 100 feet from the project boundary). At these distances, vibration levels due to use of backhoes would be 0.089 PPV and 0.011 PPV, respectively. Therefore, vibration levels at this structure would be well below the threshold for architectural damage. Impacts would be less than significant and no mitigation measures are necessary.

Vibration Annoyance

Vibration is typically noticed nearby when objects in a building generate noise from rattling windows or picture frames. It is typically not perceptible outdoors, and therefore impacts are based on the distance to the nearest building (FTA 2006). The effect on buildings near a construction site depends on soil type, ground strata, and receptor building construction. Vibration can range from no perceptible effects at the lowest levels, to low rumbling sounds and perceptible vibrations at moderate levels, to slight damage at the highest levels. Human annoyance occurs when construction vibration rises significantly above the threshold of human perception for extended periods of time. As such, vibration annoyance is typically assessed via a spatial-averaging methodology (i.e., as heavy construction equipment moves around the project site, average vibration levels at the nearest structures would diminish with increasing distance between structures and the equipment). This methodology is implemented by using the distance from the center of the construction zone to the nearest sensitive receptors. The threshold for vibration annoyance at sensitive receptors is 78 VdB (FTA, 2006).

Vibration dissipates quickly with distance, and the nearest sensitive receptors are at least 2,000 feet from the construction zone (using this spatial average methodology). At this distance, vibration levels from a backhoe (comparable to a large bulldozer) would be approximately 31 VdB - well below the 78 VdB threshold for vibration-induced annoyance. Additionally, construction would take place during the least sensitive hours of the day. The commercial uses adjacent to the project site would not be considered to be vibration sensitive receptors. Therefore, vibration annoyance impacts from construction would be less than significant and no mitigation measures are necessary.

In summary, both operational and construction vibration effects (both in terms of architectural damage and annoyance effects) would be less than significant and would not require mitigation measures.

- c) **For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

No Impact. The project site is not located within an area covered by an airport land use plan or within two miles of a public airport or public-use airport. The nearest public airports are El Monte Airport, approximately 8.3 miles northwest of the site, and Fullerton Municipal Airport, approximately 10 miles south of the site (Airnav, Google Earth Pro, 2017). While light plane and other aircraft noise is occasionally noticeable in the project area, the project is well beyond any airport's 60 dBA CNEL zone.

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Additionally, there are no private airstrips near the project site. The closest heliports to the site are the LA County Sheriff's Department Helicopter, approximately one mile to the northwest (Airnav.com, Google Earth Pro, 2017). This facility has infrequent and sporadic use, which would result in negligible amounts of noise at the project site. As above, these limited helicopter operations may, occasionally, be noticeable in the project area, but the project site would not be exposed to private aircraft-generated noise levels anywhere near 60 dBA CNEL. Therefore, no impacts would occur due to excessive aircraft noise levels or private airports and heliports and no mitigation measures are necessary.

3.14 POPULATION AND HOUSING

XIV. POPULATION AND HOUSING.				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

Would the project:

- a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

No Impact. The project site is located within a developed commercial area primarily consisting of automotive dealerships. No residential development is proposed under the project; therefore, the Proposed Project would not directly induce population growth in the area. The proposed automotive dealership would be developed to serve the storage needs of existing and future residents of Los Angeles County and would not indirectly cause population growth. The project site is also provided with adequate road access and utilities, and project development would not require extension of roadways or utilities. Therefore, no impact to population and housing would occur and no mitigation measures are necessary.

- b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?**

No Impact. The project site is currently undeveloped. Historically, the site appears to never have supported residential uses. The site is not zoned residential. Based on a review of historical aerial imagery presented by Google Earth, the site appears to have been previously developed as two small office buildings in the south eastern corner as well as a parking area within the eastern portion of a large warehouse on the western portion of the site. The rest of the site was covered in an asphalt parking lot. The warehouse appears to have been demolished in 2005 and the office buildings as well as the remaining asphalt was removed by 2007.

Therefore, no actively utilized or potentially active residences would be displaced or removed as a result of the proposed project, and the proposed project would have no impact on existing housing. Therefore, the proposed

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project would not displace any people or necessitate the construction of any replacement housing. No impact would occur.

3.15 PUBLIC SERVICES

XV. PUBLIC SERVICES.				
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?				X
d) Parks?				X
e) Other public facilities?				X

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a) Fire protection?

Less Than Significant Impact. The Los Angeles County Fire Department (LACoFD) provides fire protection and emergency medical services to the City of Industry. The nearest fire station to the project site is Station 118 at 17056 Gale Avenue in the City of Industry, approximately 0.9 mile to the west. Project development would result in an increase in demands for fire protection and emergency medical services compared to the existing undeveloped site. The proposed project will be constructed to current building code requirements regarding fire suppression and access. According to the City of Industry General Plan EIR, there are adequate firefighting resources in the region to serve the proposed project as well as existing developments in the region, and project development would not require construction of new or expanded fire stations (Industry 2014a). Impacts would be less than significant.

b) Police protection?

Less Than Significant Impact. The Los Angeles County Sheriff's Department (LASD) provides police protection to the City of Industry. The nearest LASD station to the project site is the Industry Station at 150 North Hudson Avenue in the City of Industry, approximately three miles to the northwest. Project development would generate an increase in demands for police protection compared to the existing undeveloped site; however, the development of the new automobile dealership building would likely result in a more secure environment than the existing undeveloped site. Additionally, the number of emergency calls taken in by the Industry Station has declined over the years since 2004, thereby decreasing the service needs of the Industry Station (Industry 2014b). Project development would not require construction of new or expanded sheriff's stations, and impacts would be less than significant.

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c) Schools?

No Impact. Demand for schools is generated by the number of residential units in a school’s attendance area. The proposed project would not result in land uses (e.g., housing) that would result in population growth or create a greater demand for school services. The proposed project would not result in an increase in student population and no impact would occur.

d) Parks?

No Impact. Demand for parks is generated by the population within each park’s service area. The proposed project would not increase population and would not create demand for parks. No impact would occur.

e) Other public facilities?

No Impact. Demand for library services is generated by the population within a library’s service area. The proposed project would not increase population and would not create demand for libraries. The proposed project would not significantly affect any other public facilities in the project vicinity. No impact would occur.

3.16 RECREATION

XVI. RECREATION.				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. Demand for parks are generated by the population in the park’s service areas. The proposed project would not increase population and would not increase use of parks. No impact would occur.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

Less than Significant Impact. The proposed project would not develop recreational facilities and as no residences are included as part of the project, would not require development of such facilities. No impact would occur.

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3.17 TRANSPORTATION

XVII. TRANSPORTATION.				
a)	Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			X
b)	Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?			X
c)	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X
d)	Result in inadequate emergency access?			X

The following section is based on the findings of the *Traffic Impact Analysis SoCal Penske Dealership in City of Industry*, conducted by PlaceWorks, dated November 2019.

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Less Than Significant Impact. The proposed project would result in the development of an auto dealership consisting of three news buildings on at 6.38-acre site in the City of Industry. The combined floor area of the three buildings is 79,605 square feet. Figure 4, Project Site Plan, shows the planned location of the three buildings—the three buildings will be centrally located on the site, while the vehicle display lots, and site parking, will surround the buildings (585 spaces). Adjacent to the project site are other dealerships and commercial properties, consistent with the area’s designation as an Automobile Zone (AZ) by the City’s General Plan, with land use designation of Commercial. Site access would be provided primarily via a driveway on Gale Avenue. The driveway will be approximately 36 feet to accommodate both truck and passenger vehicles. An additional driveway on the northern boundary of the project site will provide access to a back alley that leads to minor roadways with access to Gale Avenue. The proposed project is not expected to have significant impacts to the circulation system around the project site.

Construction activities are anticipated to begin in winter 2020 and completed in one stage lasting approximately 16 months. The proposed project is not expected to have significantly impacts to the circulation system around the project site. Construction of the proposed project would generate additional temporary traffic on the existing area roadway network. These new vehicle trips would include construction workers traveling to the site as well as delivery trips associated with construction equipment and materials. Delivery of construction materials to the site would likely require oversize vehicles that may travel at slower speeds than existing traffic and, due to their size, may intrude into adjacent travel lanes. These oversize trips may decrease the existing level of service (LOS) on area freeways, roadways, and/or at intersections. Additionally, the total number of vehicle trips associated with all construction-related traffic (including construction workers) would temporarily increase daily traffic volumes traveling on local roadways and intersections. Construction activities would take place between the hours of 7:00 AM to 7:00 PM on weekdays and no construction activities would occur on Sundays or federal holidays.

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Once materials are delivered to the site, all construction activities would occur on-site within the existing boundaries. All staging of construction vehicles will occur on site. Lane closures are not anticipated, and no off-site roadway improvements are required or proposed that would have the potential to interrupt area circulation or redirect traffic. As such, project construction is not anticipated to substantially disrupt area traffic or cause a significant increase in daily traffic on area roadways or at local intersections, thereby adversely affecting existing conditions. Per standard construction procedures, the construction contractor would prepare and implement a traffic control plan to ensure that public safety and emergency access are maintained during the construction phase. As such, sidewalk facilities would not be impacted during project development. Implementation of the traffic control plan would ensure that existing conditions are not adversely affected or substantially degraded by project construction.

Non-Motorized Transportation and Transit Network

Foothill Transit operates public transit bus routes in the vicinity of Industry. Due to the auto dealership's proximity to the Puente Hills Mall, there are a number of bus routes that operate near the project site. Lines 178, 280, 285, 289, 482, and 493 are the closest bus routes to the site location. Particularly Line 285 operates between La Habra and Industry, with stops in Whittier and Hacienda Heights. Line 285 provides services that run along Gale Avenue, with stops at Gale Avenue at Hacienda Boulevard and Puente Hills Mall. Line 280 provides north/south services between Azusa and Industry. Passengers would disembark/embark at the Azusa Avenue and Gale Avenue stop.

STUDY AREA STREET NETWORK

A Traffic Impact Assessment (TIA) was prepared for the proposed project to estimate trip generation, analyze effects on intersection operations, quantify parking impacts, and review area roadway capacity and access during a typical day of operation. Appendix F to this document encompasses the TIA and associated elements. Figure 5, *Roadway Network and Intersections*, identifies the study area street network and eight study area intersections analyzed, including the type of traffic control and lane configuration at each intersection. The study area was defined in a memorandum of understanding and consultation with City Public Works' staff. The following intersections were analyzed:

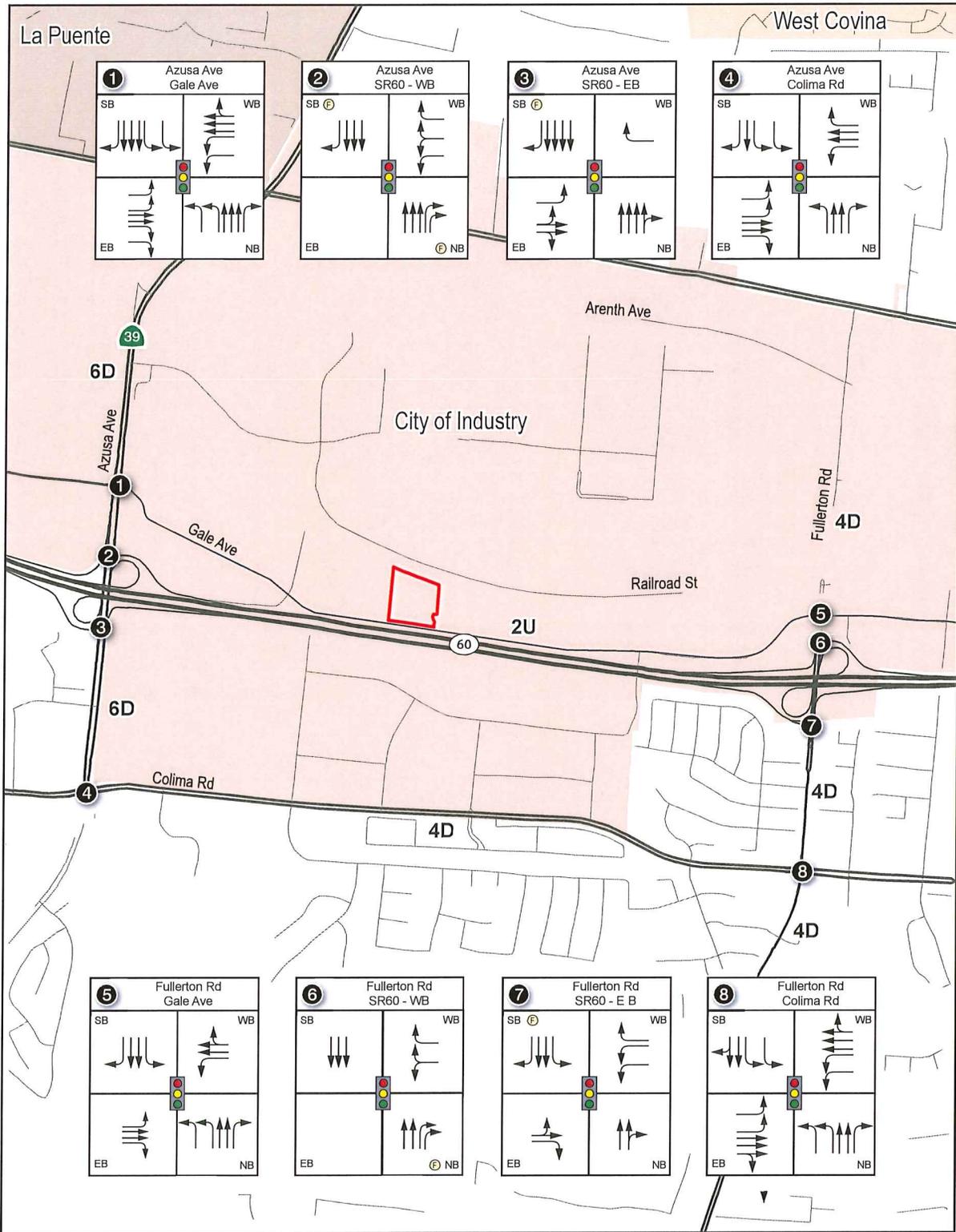
1. Gale Avenue and Azusa Avenue
2. Azusa Avenue and SR-60 westbound ramps
3. Azusa Avenue and SR-60 eastbound ramps
4. Azusa Avenue and Colima Road
5. Gale Avenue and Fullerton Road
6. Fullerton Road and SR-60 westbound ramps
7. Fullerton Road and SR-60 eastbound ramps
8. Colima Road and Fullerton Road

All study intersections are located in the City of Industry, except for Colima Road at Fullerton Road which is located in unincorporated Los Angeles County. Azusa Avenue and Colima Road is in the border of Industry and unincorporated County.

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Figure 5 - Study Network and Lane Configurations



█ Project Site
 # Study Intersections
 (F) Free Right Turn
 0 2,000
 6 Number of Thru Lanes
 U Undivided Road
 D Divided Road
 Scale (Feet)

Source: Esri, 2019

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METHODOLOGY

The weekday morning (AM) and afternoon (PM) peak hour traffic operations were evaluated at the study area intersections. An analysis of traffic impacts was conducted by quantifying the before-and-after traffic volumes, then determining the average delay values (for the unsignalized intersections), the ICU values (for the signalized intersections), and the levels of service at the study area intersections for the "without project" and "with project" scenarios. Two scenarios were used as the baseline conditions for the intersection impact analysis: the existing year 2019 conditions and the projected year 2022 conditions. The impact analysis addresses the following four scenarios:

- Existing
- Existing Plus Project
- 2022 Opening Year No Project,
- 2022 Opening Year With Project

To quantify the existing baseline traffic conditions, the study area intersections were analyzed to determine their operating levels of service (LOS) during the weekday morning (7 to 9 AM) and evening (4 to 6 PM) hours.

Definition of Level of Service

Roadway capacity is generally limited by the ability to move vehicles through intersections. A level of service is a standard performance measurement to describe the operating characteristics of a street system in terms of the level of congestion or delay experienced by motorists. Service levels range from A through F to represent traffic conditions from best (uncongested, free-flowing conditions) to worst (total breakdown with stop-and-go operation).

Intersection LOS

In conformance with the City's requirements, existing AM and PM peak hour operating conditions for the key signalized study intersections were evaluated using the Intersection Capacity Utilization method. The ICU technique is intended for signalized intersection analysis and estimates the volume-to-capacity (V/C) relationship for an intersection based on the individual V/C ratios for key conflicting traffic movements. The ICU value translates to an LOS grade. Descriptions of the LOS letter grades for signalized intersections and the relationships between the various V/C ratios are provided in Table 12, *Intersection LOS Criteria for Signalized Intersections*. To determine the LOS at the signalized intersections in Industry per City requirements, the ICU calculations used a lane capacity of 1,600 vehicles per hour for left-turn, thru, and right-turn lanes, with a lost time of 10 seconds per cycle. Intersection operation was analyzed using the Vistro version 6 software.

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Table 12 Intersection LOS Criteria for Signalized Intersections

Level of Service	Description	V/C Ratio
A	No physical restriction on operating speeds.	0.000–0.600
B	Stable flow with few restrictions on operating speed	0.601–0.700
C	Stable flow and more restrictions on speed and lane changing due to higher volumes of traffic	0.701–0.800
D	Approaching unstable flow conditions with little freedom to maneuver and which may be intolerable for short periods	0.801–0.900
E	Absolute capacity of the road. Characterized by unstable flow, lower operating speeds than LOS D, and some momentary stoppages may occur	0.901–1.000
F	Forced flow operation (more traffic demand than there is capacity on the road) where the roadway acts as a storage area and many stoppages occur	Over 1.000

Source: City of Industry General Plan 2014.

The methodology used to assess the operation of an unsignalized intersection is based on the Highway Capacity Manual. The peak hours selected for analysis are the highest volumes in four consecutive 15-minute periods from 7 to 9 AM and from 4 to 6 PM on weekdays. Per the HCM methodology, overall average intersection delay at all-way-stop intersections was calculated, and the worst-case approach delay was calculated at cross-street-stop intersections. The level of service corresponds to the delay calculated. Table 13, *Unsignalized Intersection Level of Service Descriptions*, describes the level of service concept and the operating conditions expected under each level of service.

Table 13 Unsignalized Intersections Level of Service Descriptions

LOS	Description	Average Delay per Vehicle (seconds)
A	Level of Service A occurs when progression is extremely favorable and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.	0 to 10.00
B	Level of Service B generally occurs with good progression and/or short cycle lengths. More vehicles stop than for Level of Service A, causing higher levels of average total delay.	10.01 to 15.00
C	Level of Service C generally results when there is fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear in this level. The number of vehicles stopping is significant at this level, although many still pass through the intersection without stopping.	15.01 to 25.00
D	Level of Service D generally results in noticeable congestion. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high volume to capacity ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.	25.01 to 35.00
E	Level of Service E is considered to be the limit of acceptable delay. These high delay values generally indicate poor progression, long cycle lengths, and high volume to capacity ratios. Individual cycle failures are frequent occurrences.	35.01 to 50.00
F	Level of Service F is considered to be unacceptable to most drivers. This condition often occurs with oversaturation, i.e., when arrival flow rates exceed the capacity of the intersection. It may also occur at high volume to capacity ratios below 1.00 with many individual cycle failures. Poor progression and	50.01 and up

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Table 13 Unsignalized Intersections Level of Service Descriptions

LOS	Description	Average Delay per Vehicle (seconds)
	long cycle lengths may also be major contributing causes to such delay levels.	

Source: Highway Capacity Manual, Transportation Research Board, 2016.

Notes: If volume-to-capacity (V/C) ratio is greater than 1.0 for the operation of a signalized or unsignalized intersection, the LOS is F regardless of the delay value.

The software PTV Vistro 6 was used to determine the LOS at the study area intersections. The Highway Capacity Manual (HCM) 6th Edition unsignalized intersection methodology presents LOS in terms of control delay (in seconds per vehicle).

ACCEPTABLE LOS AND THRESHOLDS OF SIGNIFICANCE

City of Industry

The City strives to maintain a peak-hour LOS D at intersections. An impact would occur at City of Industry signalized intersections if the ICU value under With Project conditions is LOS E or F *and* the ICU increase attributable to the project is 0.020 or greater. The impacted intersections should be mitigated to offset the ICU or V/C increment attributable to the project and bring the level of service back to pre-project or cumulative conditions.

Mitigation measures must be identified for intersections that show a significant project impact under the opening year scenario. The LOS with mitigation must be improved to LOS D or better. The percentage of fair-share cost for the project shall be calculated at each location using the total trips generated by the project divided by the total “new” traffic, which is the net increase in traffic volume from all proposed projects and ambient growth. Fair-share cost of mitigation shall be calculated using the fair-share percentage of the project volumes multiplied by total estimated cost of mitigation.

Los Angeles County

The County of Los Angeles strives to maintain a peak-hour LOS D at intersections. Significant impacts at signalized intersections are determined by comparing the final V/C ratio and project-related increase in V/C based on the level of service for with- and without-project buildout scenarios. Potential traffic impacts would occur if, during the weekday peak hours:

- At intersections operating at LOS C (V/C ratio between 0.701 to 0.800) under pre-project conditions, the addition of development project trips would increase the V/C by equal to or greater than 0.040.
- At intersections operating at LOS D (V/C ratio between 0.801 to 0.900) under pre-project conditions, the addition of development project trips would increase the V/C by equal to or greater than 0.020.
- At intersections operating at LOS E (V/C ratio between 0.901 to 1.00) under pre-project conditions, the addition of development project trips would increase the V/C by equal to or greater than 0.010.

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- At intersections operating at LOS F (V/C ratio greater than 1.00) under pre-project conditions, the addition of development project trips would increase the V/C by equal to or greater than 0.010.

The impacted intersections should be mitigated to offset the ICU or V/C increment attributable to the project and bring the level of service back to pre-project or cumulative conditions.

Los Angeles County Metropolitan Transportation Authority (Metro) serves as the county's congestion management agency. The Los Angeles County Congestion Management Program was issued by Metro in December 2010 (Metro 2010). All freeways and selected arterial roadways are designated elements of the CMP Highway System. The LOS standard in Los Angeles County is LOS E, except where base year LOS is worse than E. In such cases, the base year LOS is the standard. A 1992 base year has been established for Los Angeles County. CMP statute states that deficiency plans are required when LOS standards are not met on portions of the CMP highway system. A deficiency is defined as an intersection or segment of a highway or roadway that has a reduction in LOS that exceeds the minimum standard of LOS E.

Los Angeles County Congestion Management Plan

The CMP requires that individual development projects of potentially regional significance undergo a traffic impact analysis. Per the CMP Transportation Impact Analysis guidelines, a significant impact may result and a traffic impact analysis is required under the following conditions:

- At CMP arterial monitoring intersections where the proposed project would add 50 or more vehicle trips during either morning or evening weekday peak hours.
- At CMP main-line freeway monitoring locations where the proposed project would add 150 or more vehicle trips, in either direction, during either morning or evening weekday peak hours.

The nearest freeway to the project site is the Pomona Freeway (SR-60) and the nearest CMP intersection at Azusa at Colima Road.

Existing 2019 Traffic Conditions

Weekday AM and PM peak-hour, and weekend midday and evening turn movement volumes were collected at the study area intersections. The counts were collected on Thursday, September 5, 2019 from 7 to 9 AM and from 4 to 6 PM, and Saturday, September 7, 2019 from 11 AM to 1PM and from 4 to 6 PM. Traffic counts were conducted while school was in session for the nearest school, Bixby Elementary School. Traffic turn-movement count volume outputs are presented in the TIA

To review hourly traffic volumes in the vicinity of the project, roadway counts were taken on Wednesday and Tuesday, September 12, 2019. The roadway counts were taken on Gale Avenue west of Fullerton Road and on Gale Road east of Azusa Avenue. Traffic volume counts are presented in the TIA.

Based on the peak hour traffic volumes, the turning movement counts, and the existing number of lanes at each intersection, the levels of service were determined for each intersection based on the average vehicle delay values for the unsignalized intersections and the ICU values for the signalized intersections. The results of the

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level of service analysis for the existing conditions scenario are summarized in Table 15, Existing Plus Project Weekday Peak Hour Intersection Comparison, and Table 16, *Existing Plus Project Saturday Peak Hour Intersection Comparison*. All study area intersections currently operate at acceptable LOS for existing traffic conditions, except for:

- Gale Avenue and Azusa Avenue at weekday AM peak hour
- Azusa Avenue and Colima Road at weekday AM and PM peak hours
- Fullerton Road and SR-60 eastbound ramps at weekday PM peak hour and weekend midday and weekend hours

EXISTING TRAFFIC VOLUMES

To review hourly traffic volumes in the vicinity of the project, roadway counts were taken on Thursday September 12, 2019. The roadway counts were taken on Gale Avenue west of Fullerton Road and on Gale Road east of Azusa Avenue. Figure 6 shows the hourly traffic volumes for westbound and eastbound traffic on Gale Avenue west of Fullerton Road and Figure 7 shows the hourly traffic on Gale Avenue east of Azusa Avenue. The two-way hourly volumes are highest during the AM and PM peak hours. The highest volumes coincide with commuter peak hour traffic between 7 and 9 AM between 4 and 6 PM. During the daytime hours and evenings (when the auto-dealership would be open) the 2-way volumes on Gale Road range from 700 to 2,200 vehicles per hour.

TRIP GENERATION

The trip generation was calculated based on rates in the ITE Trip Generation Manual (10th edition) for Land Use 840 Automobile Sales (New). Table 14, *Project Trip Generation*, shows the trip generation rates and project trip generation for the AM Peak Hour and PM Peak Hour. The project is expected to generate up to 2,216 weekday daily trips. During the peak hours, the project is expected to generate 149 trips (109 inbound and 40 outbound) during the AM Peak Hour; and 193 trips (77 inbound and 116 outbound) during the PM Peak Hour. During Saturday peak hour, the project is expected to generate 320 trips (160 inbound and 160 outbound).

Table 14 Project Trip Generation

Land Use	TSF	Trip Generation ¹										
		Saturday Daily	Weekday Daily	AM Peak Hour			PM Peak Hour			Saturday Peak Hour		
				In	Out	Total	In	Out	Total	In	Out	Total
Automobile Sales (New)	102	4,159	2,216	109	40	149	77	116	193	160	160	320

¹ Trip generation rates for peak hour of adjacent streets, per the ITE Trip Generation Manual 10th Edition.

TRIP DISTRIBUTION

The traffic that would be generated by the auto dealership site was geographically distributed onto the street network by evaluating the layout of the study area roadway network and reviewing land uses designated

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residential in the area. The trip distribution was also prepared with feedback from City staff. Figures 8a and 8b present the anticipated inbound and outbound trip distribution for the project for cars.

MODAL SPLIT AND TRIP ASSIGNMENT

The trip distribution percentages are applied to the project trip generation to determine the traffic volumes forecast to be added at each intersection (i.e., trip assignment). For this analysis, no trip reductions for non-auto modes were taken.

EXISTING PLUS PROJECT TRAFFIC CONDITIONS

To assess Existing Plus Project traffic conditions, existing traffic is combined with project traffic. The intersection operations for the Existing Plus Project traffic conditions have been calculated and are shown in Table 15, *Existing Plus Project Weekday Peak Hour Intersection Levels of Service*. Figures that show the existing plus project peak hour intersection volumes are provided in Appendix D of the TIA. All study area intersections currently operate at acceptable LOS for existing plus project traffic conditions, except for:

- Gale Avenue and Azusa Avenue, weekday AM peak hour
- Azusa Avenue and Colima Road at weekday AM and PM peak hours
- Fullerton Road and SR-60 eastbound ramps at weekday PM peak hour and weekend midday and weekend hours

An impact would occur at City signalized intersections if the Intersection Capacity Utilization value under With Project conditions is LOS E or F *and* the ICU increase attributable to the project is 0.020 or greater. A comparison of the intersection ICU values summarized in Tables 15 and Table 16 indicates that the project would not be significantly impacted (less than a 0.02 change in V/C ratio at LOS E or F).

Table 15 Existing Plus Project Weekday Peak Hour Intersection Comparison

Intersection	AM Peak Hour			PM Peak Hour		
	No Project	With Project	V/C increase	No Project	With Project	V/C increase
1. Gale Avenue and Azusa Avenue	E	E	0.001	D	D	0.001
2. Azusa Avenue and SR-60 westbound ramps	C	C	0.000	C	C	0.003
3. Azusa Avenue and SR-60 eastbound ramps	B	C	0.012	A	A	0.008
4. Azusa Avenue and Colima Road	F	F	0.000	F	F	0.000
5. Gale Avenue and Fullerton Road	B	B	0.002	C	D	0.032
6. Fullerton Road and SR-60 westbound ramps	A	A	0.010	B	B	0.027
7. Fullerton Road and SR-60 eastbound ramps	D	D	0.003	E	E	0.003
8. Colima Road and Fullerton Road	C	C	0.001	D	C	0.001

Notes: LOS and delays according to Tables 3 and 6 of the TIA
Bold=deficient operations

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Table 16 Existing Plus Project Saturday Peak Hour Intersection Comparison

Intersection	Midday			Evening		
	No Project	With Project	V/C increase	No Project	With Project	V/C increase
1. Gale Avenue and Azusa Avenue	C	C	0.010	B	B	0.005
2. Azusa Avenue and SR-60 westbound ramps	C	C	0.075	B	B	0.015
3. Azusa Avenue and SR-60 eastbound ramps	C	C	0.014	B	C	0.014
4. Azusa Avenue and Colima Road	D	D	0.005	C	C	0.005
5. Gale Avenue and Fullerton Road	-	-	-	-	-	-
6. Fullerton Road and SR-60 westbound ramps	A	A	0.026	A	A	0.026
7. Fullerton Road and SR-60 eastbound ramps	F	F	0.005	F	F	0.005
8. Colima Road and Fullerton Road	C	C	0.004	C	C	0.002

Notes: LOS and delays according to Tables 3 and 6 of the TIA
Bold=deficient operations

FUTURE BASELINE TRAFFIC CONDITIONS

The daily and peak hour traffic volumes on surrounding roadways has been added ambient growth and traffic generated by the development of future projects that have been approved but not yet built and/or for which development applications have been filed and are under consideration by governing agencies. The ambient growth rate is added to account for area-wide growth not reflected by cumulative development projects.

Opening Year 2022

Opening year traffic forecasts for 2022 traffic conditions are based on three years of ambient growth at 1 percent per year. Cumulative projects are closely related past, present, and reasonably foreseeable probable future projects. The list of cumulative projects and a location map and associated trip generation are included in Appendix E of the TIA. The cumulative projects were screened to calculate the cumulative traffic volumes that would directly add measurable traffic to the area street system versus cumulative traffic that would be added as ambient growth. Based on a review of the circulation system, the trip generation, location, and land use type, the cumulative projects would have the potential for directly adding measurable traffic to the intersections levels of service. The cumulative development projects assumed in this traffic analysis are estimated to generate 11,157 trip-ends per day during a typical weekday, with approximately 433 vehicle trips during the AM peak hour and 973 vehicle pass-by trips during the PM peak hour. During a Saturday, cumulative projects would generate 14,605 daily trips, with approximately 1,345 trips during the midday and evening peak hours. The list of cumulative projects and a location map and associated trip generation are included in Appendix F.

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Opening Year No Project Traffic Conditions

The intersection operations for the Opening Year No Project conditions have been calculated according to the methodology described in Section 3.18 and are given in Table 17 and Table 18. Figures showing the Opening Year No Project AM and PM peak hour intersection volumes are provided in Appendix E of the TIA. All study area intersections currently operate at acceptable LOS for Opening Year traffic conditions, except for:

- Gale Avenue and Azusa Avenue, weekday PM peak hour
- Azusa Avenue and Colima Road at weekday AM and PM peak hours
- Fullerton Road and SR-60 eastbound ramps at weekday PM peak hour and weekend midday and weekend hours

Opening Year With Project Traffic Conditions

To assess future traffic conditions with the project and cumulative projects at the time of project opening year, both project traffic and cumulative projects traffic are added to the 2022 No Project conditions discussed in Section 5.2. The intersection operations for the 2022 With Project traffic conditions have been calculated and are listed in Table 17, *Opening Year With Project Weekday Peak Hour Intersection Levels of Service* and Table 18, *Opening Year With Project Weekday Peak Hour Intersection Levels of Service*. Figures showing the 2022 With Project intersection volumes are provided in the TIA.

All study area intersections currently operate at acceptable LOS for Opening Year With Project traffic conditions, except for:

- Gale Avenue and Azusa Avenue, weekday PM peak hour
- Azusa Avenue and Colima Road at weekday AM and PM peak hours
- Fullerton Road and SR-60 eastbound ramps at weekday PM peak hour and weekend midday and weekend hours

An impact would occur at City signalized intersections if the Intersection Capacity Utilization value under With Project conditions is LOS E or F and the ICU increase attributable to the project is 0.020 or greater. A comparison of the intersection ICU values summarized in Tables 15 and 16 indicate that the project would not be significantly impacted (less than a 0.02 change in V/C ratio at LOS E or F).

Table 17 Opening Year Plus Project Weekday Peak Hour Intersection Comparison

Intersection	AM Peak Hour			PM Peak Hour		
	No Project	With Project	V/C increase	No Project	With Project	V/C increase
1. Gale Avenue and Azusa Avenue	D	D	0.001	F	F	0.004
2. Azusa Avenue and SR-60 westbound ramps	C	C	0.001	C	C	0.003
3. Azusa Avenue and SR-60 eastbound ramps	C	C	0.012	B	B	0.015
4. Azusa Avenue and Colima Road	F	F	0.000	F	F	0.000

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5. Gale Avenue and Fullerton Road	B	B	0.002	D	D	0.031
6. Fullerton Road and SR-60 westbound ramps	A	A	0.01	A	C	0.179
7. Fullerton Road and SR-60 eastbound ramps	D	D	0.003	F	F	0.002
8. Colima Road and Fullerton Road	C	C	0.001	D	D	0.001

Notes: LOS and delays according to Tables 15 and 16
Bold=deficient operations

Table 18 Opening Year Plus Project Saturday Peak Hour Intersection Comparison

Intersection	Midday			Evening		
	No Project	With Project	V/C increase	No Project	With Project	V/C increase
1. Gale Avenue and Azusa Avenue	D	D	0.022	C	C	0.023
2. Azusa Avenue and SR-60 westbound ramps	C	C	0.004	C	C	0.015
3. Azusa Avenue and SR-60 eastbound ramps	D	D	-0.010	C	C	0.014
4. Azusa Avenue and Colima Road	D	D	0.005	C	C	0.005
5. Gale Avenue and Fullerton Road	-	-	-	-	-	-
6. Fullerton Road and SR-60 westbound ramps	A	A	0.026	A	A	0.027
7. Fullerton Road and SR-60 eastbound ramps	F	F	0.005	F	F	0.005
8. Colima Road and Fullerton Road	D	D	0.005	D	D	0.003

Notes: LOS and delays according to Tables 12 and 14
Bold=deficient operations

CONCLUSION

In conclusion, on all analyzed study area intersections and study area roadway segments, the proposed project traffic would not result in a significant impact according to the Los Angeles County CMP significance criteria. As shown in Table 14, the proposed project would result in a maximum of 193 trips during weekday peak hours that would be distributed along the circulation system. Based on the traffic study performed for the project, 35 percent of these trips would reach SR-60, which is well below the 150 peak hour criteria that would require a CMP traffic analysis. At the CP intersection of Azusa Avenue and Colima Avenue, 10 percent of project trips would reach the intersection, which is 20 trips, well below the threshold. Therefore, no significant impacts to CP facilities would occur with the project.

Project traffic conditions will operate well within the designed capacity for all analyzed study area intersection and study area roadway segments. All intersections would continue to operate at acceptable LOS without and with the project, and no substantial increases in delay would occur. An impact would occur at a City of Industry signalized intersections if the ICU value under With Project conditions is LOS E or F *and* the ICU increase attributable to the project is 0.020 or greater. A review of Tables 17 and Table 18 indicates that project traffic would not exceed these thresholds of significance, and therefore impacts would be less than significant.

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Additionally, the proposed project would not adversely affect the performance or safety of existing transit or non-motorized transportation facilities and would not conflict with any plans or policies relative to these alternative transportation modes, as sufficient infrastructure and networks currently exist. Bus lines 178, 280, 285, 289, 482, and 493, the closest bus routes to the site location, will continue to operate at their current capacity and without interference from the proposed project. All project components would occur on the project site and would not affect any bicycle, pedestrian or transit facilities that provide travel routes to the project site. The proposed project would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system. Impacts would be less than significant.

b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?

No Impact. Construction of the proposed project would generate vehicle trips and may require roadway lane closures, which could temporarily increase daily traffic volumes and congestion on local roadways and intersections. Operation of the proposed project would also generate trips on local roadways. As discussed in Section a) above, the proposed project would have a less than significant impact on established LOS standards for all roadways and intersections in the project vicinity.

Existing models or methods are currently not available in the City of Industry to estimate Vehicle Miles Traveled (VMT), therefore a qualitative analysis is appropriate. In addition to minimal construction traffic and LOS impacts, and as discussed in Section a), there is an availability of transit and non-motorized transportation networks. Therefore, the proposed project would neither conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b) and no impact would occur.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. The increased levels of traffic generated by the proposed facility, the increased number of pedestrians, and the increased number of vehicular turning movements at the nearby intersections would result in an increased number of traffic conflicts and a corresponding increase in the probability of an accident occurring. These impacts would not be significant, however, because the streets and intersections are designed to accommodate the anticipated levels of vehicular and pedestrian activity and have historically been accommodating activities at the project site (previously an automotive dealership), surrounding automotive dealerships.

The proposed facility would be compatible with the design and operation of the street network and would not result in any major modifications to the existing access or circulation features. The driveways would remain in place with project development. As a project design feature and a condition of approval, a stop sign would be installed at the egress driveway to Gale Avenue, and the egress approach would be stripped with an exclusive left turn lane and an exclusive right turn lane

The segment of Gale Avenue is flat and straight 4-lane divided road with a dual left turn lane with a posted speed limit of 35 mph. No obstacles and features obstruct sight distance on both directions for at least 1,000 feet away from the driveway. A preliminary sight distance evaluation prepared for the proposed driveway was based on criteria and procedures from the Caltrans in the State's Highway Design Manual (HDM). Observations

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at the project site also indicate that the sight distance exceeds minimum peripheral visibility standards at the driveway, no mitigation measures would be necessary. The proposed project would not, therefore, substantially increase hazards due to a design feature or incompatible uses. The proposed project would not substantially increase hazards due to a design feature or incompatible uses and no impact would occur.

d) Result in inadequate emergency access?

Less Than Significant Impact. The proposed access and circulation features at the project site would accommodate emergency ingress and egress by fire trucks, police units, and ambulance/paramedic vehicles. Site access would be provided via site access would be provided via a driveway on Gale Avenue and a driveway on the norther border of the project site with access to a back alley that leads to minor roadways with eventual access to Gale Avenue. Project access features are subject to and must satisfy the City of Industry design requirements and would be subject to approval by the City of Industry Code Enforcement Department. The project would not, therefore, result in inadequate emergency access. Impacts would be less than significant.

3.18 TRIBAL CULTURAL RESOURCES

XVIII. TRIBAL CULTURAL RESOURCES.				
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or			X	
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.			X	

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

Less Than Significant Impact. As of July 1, 2015, Public Resources Code Sections 21080.1, 21080.3.1, and 21080.3.2 require public agencies to consult with California Native American tribes recognized by the

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Native American Heritage Commission (NAHC) for the purpose of mitigating impacts to tribal cultural resources. This law does not preclude agencies from initiating consultation with the tribes that are culturally and traditionally affiliated with their jurisdictions.

In accordance with Public Resources Code Section 21080.1(d), a lead agency is required to provide formal notification of intended development projects to Native American tribes that have requested to be on the lead agency’s list for receiving such notification. The formal notification is required to include a brief description of the proposed project and its location, lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation for tribal cultural resources. The Gabrieleno Band of Mission Indians – Kizh Nation and the Soboba Band of Luiseno Indians are on the City of Industry’s notification list pursuant to AB 52. The City notified both tribes on July 18, 2019. The Gabrieleno Band of Mission Indians – Kizh Nation did make a request for consultation to which the City of Industry’s Planning Department responded on December 18, 2019, by providing the Kizh Nation with a set of plans, aerial imagery, and a meeting request to meet with the tribe by phone or in person. However, the Gabrieleno Band of Mission Indians – Kizh Nation did not respond to the Planning Department and no response has been received as of the publication date of this MND.

- ii) **A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.**

Less Than Significant Impact. The project would involve the development of an automotive dealership on undeveloped land. No historic resources on the project site are listed in the City of Industry, Resource Management Element (Industry 2014b). The project site is not listed or eligible for listing in the CRHR or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). As the property has been previously disturbed as a dealership it is not anticipated that unknown tribal cultural resources are present on-site. Impacts would be less than significant.

3.19 UTILITIES AND SERVICE SYSTEMS

XIX. UTILITIES AND SERVICE SYSTEMS.				
a)	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X
b)	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X
c)	Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?			X

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d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

Would the project:

- a) **Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?**

Less Than Significant Impact.

WATER TREATMENT

Rowland Water District (RWD) would provide water to the project site. RWD obtains its water supplies from two sources, Colorado River water and State Project water. Colorado River water is delivered by the Colorado River aqueduct originating from Lake Havasu on the Arizona/California border (Industry 2011). State Project water is delivered via the California aqueduct originating in the Sacramento – San Joaquin Delta. RWD receives a combination of these water sources from two treatment plants; Weymouth Filtration Plant in La Verne, supplied by both water sources, and the Three Valleys Municipal Water District Miramar Plant in Claremont, supplied by the State Water Project (RWD 2019).

Project Water Demand

Projected water demand for the proposed project is expected to be low. Operation of the proposed project would not require significant water consumption. Minimal water will be used for landscaping and water utilized for washing vehicles would be recycled. The project applicant would be required to obtain a “will-serve” letter from RWD to ensure that sufficient water supply is available to serve the project. Because the project is consistent with the existing general plan and zoning of the site, it is also within the growth assumptions of the Theoretical Buildout of the General Plan Update (Industry 2014) as well as the RWD’s 2015 Urban Water Management Plan. The proposed project would not be required to build new or expand existing water treatment facilities to meet the project’s incremental increase in water demand, and impacts would be less than significant.

Wastewater Treatment

The Los Angeles County Sanitation Districts provides wastewater treatment for much of Los Angeles County including the project site. Wastewater from the project site and surrounding area is treated at the San Jose Creek Water Reclamation Plant (SJCWRP) in unincorporated Los Angeles County near the western boundary of the City of Industry. The SJCWRP has capacity of 100 mgd and average wastewater flows of 51 mgd, for remaining capacity of 49 mgd (LACSD 2018).

The project is estimated to generate about 7,960 gallons of wastewater per day, as shown below in Table 19. As shown in the General Plan EIR, (General Plan EIR 2014) there is adequate wastewater treatment capacity in

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the region for project-generated wastewater, and project development would not require construction of new or expanded wastewater treatment facilities. Impacts would be less than significant.

Table 19 Estimated Project Wastewater Generation

Land Use	Square Feet	Wastewater Generation, gallons per day	
		Per square foot ¹	Total
Auto Sales/Repair	79,605	0.1	7,960

¹ Source: LACSD 2007

Electric Power

Southern California Edison (SCE) provides electricity to the site. The site was previously developed for automotive sale uses. Anticipated electric power uses are anticipated to include indoor lighting, electric vehicle charging, office appliances, perimeter lighting; and security systems. All electrical uses associated with the project would connect to the existing electric power system. Further, all utility connections to the proposed project would be required to comply with applicable federal, state, and local regulations related to electric power supply. Therefore, relocation and expansion of existing facilities and construction of new facilities would not be required. Impacts would be less than significant

Natural Gas

Natural gas would also be provided by Southern California Gas (SoCalGas). Natural gas would be used for Heating Ventilation and Air Conditioning (HVAC) systems, hot water heaters, and food preparation in restaurant spaces. SoCalGas's 2018 California Gas Report (CGR) projects total system demand to decline at an annual average rate of 0.5 percent between 2018 and 2035. PG&E anticipates that sufficient supplies will be available from a variety of sources at market-competitive prices to meet existing and projected market demands in its service area. Project development would not require SoCalGas to obtain new or expanded electricity or natural gas supplies and impacts would be less than significant.

Telecommunications Facilities

Various private services, including AT&T, Time Warner, and Frontier Communications, provide telecommunication services to the City of Industry, including the project site. No changes to telecommunication facilities would occur. Therefore, Project development would not require the construction of new or expanded telecommunication facilities. Impacts would be less than significant, and no mitigation measures are necessary.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less Than Significant Impact. Water supplies for the proposed project are provided by the Rowland Water District (RWD). RWP projects that it will have adequate water supplies to meet water demands in its service area through 2040 during normal, dry and multiple dry years (Urban Water Management Plan). Therefore, impacts to water supplies would be less than significant.

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- c) **Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

Less Than Significant Impact. The City has been able to meet all historical water demands with the available water supply. Furthermore, the City projects it will be able to meet all water demands during normal, single and multiple dry years over the next two decades (Monterey Park 2015). Therefore, the project area's existing water supply would adequately supply the proposed project's water need during normal, dry, and multiple dry years and impacts to water supplies would be less than significant.

- d) **Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?**

Less Than Significant Impact. In 2015, the most recent year for which data are available, 95 percent of solid waste landfilled from the City of Industry was disposed of at the three facilities listed below in Table 20, *Landfills Serving City of Industry* (CalRecycle 2015a). Azusa Land Reclamation Company Landfill accepts certain types of non-hazardous wastes including asbestos-containing waste, contaminated soil, tires, and construction and demolition debris, but does not accept municipal solid waste. The three other listed landfills accept municipal solid waste, construction and demolition debris, and tires.

Table 20 Landfills Serving City of Industry

Facility and Nearest City	Remaining Capacity, Cubic Yards	Permitted Daily Throughput, Tons	Average Daily Disposal, Tons	Residual Capacity, Tons per Day	Estimated Closing Date
Azusa Land Reclamation Co. Landfill Azusa, Los Angeles County	51,512,201	8,000	667	7,333	2045
El Sobrante Landfill Corona, Riverside County	145,530,000	16,054	8,410	7,644	2045
Olinda Alpha Sanitary Landfill Brea, Orange County	34,200,000	8,000	7,030	970	2021
Total	231,242,201	32,054	16,107	15,947	Not applicable

Sources: CalRecycle 2015a; CalRecycle 2015b; CalRecycle 2015c; CalRecycle 2015d; CalRecycle 2015e

Project operation is estimated to generate about 716 pounds of solid waste per day, or 0.35 ton per day, as shown below in Table 21, *Estimated Project Solid Waste Generation*. There is adequate residual landfill capacity in the region for project-generated solid waste, and project development would not require new or expanded landfills. Impacts would be less than significant.

Table 21 Estimated Project Solid Waste Generation

Use	Square Feet	Solid Waste Generation	
		Pounds per 100 sq ft per Day	Total (lbs/day)
Auto	80,163	0.9	716

Source: CalRecycle 2009

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e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less Than Significant Impact. A significant impact would occur if the proposed project were to generate solid waste that is not disposed of in accordance with applicable regulations. As stated above, the proposed project would not result in a significant increase in the demand for solid waste services. Solid waste generated on the project site would be disposed of in accordance with all applicable federal, state, and local regulations related to solid waste. In addition, because the proposed project site is in California, it would be required to comply with the California Integrated Waste Management Act of 1989 (AB 939), which was enacted to reduce, recycle, and reuse solid waste generated in the state to the maximum amount feasible. Project implementation would not interfere with applicable statutes and regulations. Therefore, impacts would be less than significant.

3.20 WILDFIRE

XXI. WILDFIRE.				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				X
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact. Wildland fire protection in California is the responsibility of either the State, local government, or the federal government. State Responsibility Areas (SRA) are the areas in the State where the State of California has the primary financial responsibility for the prevention and suppression of wildland fires. The SRA forms one large area over 31 million acres to which the State Department of Forestry and Fire Protection (CAL FIRE) provides a basic level of wildland fire prevention and protection services.

Local Responsibility Areas (LRA) include incorporated cities, cultivated agriculture lands, and portions of the desert. LRA fire protection is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract to local government. CAL FIRE uses an extension of the SRA Fire Hazard Severity Zone model as the basis for evaluating fire hazard in LRA. The LRA hazard rating reflects flame and

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ember intrusion from adjacent wildlands and from flammable vegetation in the urban area. The Los Angeles County Fire Department currently provides fire protection and emergency medical services to the City.

Fire Hazard Severity Zones (FHSZ) are identified by Moderate, High and Very High in a SRA, and Very High in a LRA. The proposed project is not located within a state responsibility area or land classified as a very high fire hazard severity zone, as identified in the Los Angeles County Fire Hazard Severity Zone Map (CAL FIRE 2007). The nearest FHSZ in the SRA and the LRA is a VHFHSZ 0.4 mile south of the project site where open space interfaces with the urban edge, south of Colima Road. Land between the edge of the FHSZ and the project site is dense urban development and includes SR-60.

The emergency response plan in effect in Los Angeles County is the Los Angeles County Operational Area Emergency Response Plan (OAERP) maintained by the County Office of Emergency Management and approved by the County Board of Supervisors in 2012. Project construction and operation of the project as an automobile dealership would not block access to the project site or to surrounding properties, and would not impede the evacuation program. Notification of emergency personnel of impending blockages, detour signs, and a construction plan for traffic would ensure that there would be no impact in the case of emergency evacuation. Project development would not interfere with implementation of the OAERP, and no impact would occur.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Less Than Significant Impact. The project is in a relatively flat area, and there are no steep slopes immediately adjacent to the site where high winds can exacerbate wildfire risks. The proposed project site and surrounding area are characterized by features typical of an urban landscape with prevailing winds moving to the northeast. The California Department of Forestry and Fire Prevention (CAL FIRE) classifies the wildland urban interface approximately 0.4 mile to the southwest as a Very High Fire Hazard Severity Zone (VHFHSZ). Despite this proximity to the project site, no wildlands exist within the immediate vicinity of the site and SR-60 runs east to west in between the project site and the VHFHSZ. The project site is at approximately 420 feet above sea level while the edge of the VHFHSZ is at approximately 470 feet above sea level, and continues to gain in elevation further south. Although prevailing wind patterns flow in the direction of the project suite, due to intervening development and the relatively level topography north of the VHFHSZ, project development is not anticipated to exacerbate wildfire risk. Development of the proposed project would not result in the exposure of project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire due to slope and prevailing winds, and impacts would be less than significant.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact. The proposed project does not require the installation or maintenance of associated infrastructure because the proposed project would occur entirely in an existing, previously developed commercially designated

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site. Therefore, the proposed project would not result in or exacerbate fire risk that may result in temporary or ongoing impacts to the environment. No impact would occur.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. Refer to Responses 3.7(a)(iv), 3.10(c)(i) and 3.10(c)(ii). The topography of the proposed project site is relatively flat, and the soils on the proposed project site are not susceptible to landslides. Additionally, implementation of the proposed project would not alter the existing drainage patterns or substantially increase the amount of runoff because stormwater would be conveyed through an existing stormwater drainage system. Therefore, the proposed project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, and no impact would occur.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

XXI. MANDATORY FINDINGS OF SIGNIFICANCE.					
a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)			X	
c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		X		

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact. The site is currently undeveloped, bare land. The project site was previously developed, and the similar automotive dealership uses on the site were demolished in 2006 and 2007. The project would consist of three new buildings with a combined floor area of 79,605 square feet as well as surface level parking throughout the site. Prior development of the project site greatly reduces the potential for sensitive habitat or species to be present on-site, and no natural lands exist on-site. The proposed project site is in an urban and fully developed area and would not have an impact on the habitat or population level of fish or wildlife species; threaten a plant or animal community; or impact the range of a rare or endangered plant or

3. Environmental Analysis

animal. A very low potential exists for undiscovered archaeological resources, paleontological resources, or human remains to be encountered during grading activities. However, compliance with mitigation measure CUL-1 would ensure that impacts to archeological resources do not occur.

Mitigation Measure

CUL-1 If any prehistoric and/or historic resources or other indications of cultural resources are found during future development of the site, all work in the immediate vicinity of the site must stop and the project construction contractor shall immediately notify the City of Industry. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures.

Timing/Implementation: During future grading and construction activities

Monitoring/Enforcement: City of Industry

With implementation of mitigation measure CUL-1, impacts would be less than significant.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?**

Less than Significant Impact. Implementation of the proposed project, in conjunction with other approved or pending projects in the region, has the potential to result in cumulatively considerable impacts to the physical environment. However, implementation of the proposed project would not result in cumulatively considerable impacts. Where appropriate, the environmental checklist questions above include a cumulative construction impact discussion to address the cumulative impacts of the proposed project when developed in conjunction with related projects. As concluded throughout the analysis, the proposed project would include both operation- and construction-related project components whose adherence to applicable regulations would ensure that the proposed project's incremental contribution would be less than cumulatively considerable. Further, the proposed project would not achieve short-term environmental goals to the disadvantage of long-term goals. Therefore, cumulatively considerable impacts would be considered less than significant.

- c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?**

Less than Significant Impact with Mitigation Incorporated. No potentially significant impacts on human beings are identified in this Initial Study. Mitigation measures included herein include AQ-1 which would reduce any impacts to less than significant.

3. Environmental Analysis

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5. List of Preparers

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Cary Nakama, Graphic Designer

5. List of Preparers

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Appendix A. Air Quality and Greenhouse Gas Background and Modeling Data

Appendix

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Appendix B. Geotechnical Report

Appendix

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Appendix C. Phase I ESA

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Appendix D. Drainage Study

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Appendix E. Noise Modeling Data

Appendix

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Appendix F. Traffic Impact Analysis

Appendix

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Exhibit F

Resolution No. CC 2020-03

[Attached]

RESOLUTION NO. CC 2020-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 19-2, AND ZONE EXCEPTION 20-1, FOR THE CONSTRUCTION OF A NEW 79,605 SQUARE-FOOT AUTOMOBILE DEALERSHIP LOCATED AT 17673 GALE AVENUE AND 17695 GALE AVENUE, CITY OF INDUSTRY, CALIFORNIA

RECITALS

WHEREAS, on November 12, 2019, P.T Enterprises, LLC (“Applicant”) filed a complete application requesting approval of Development Plan (“DP”) No. 19-2 and Zone Exception (“ZE”) No. 20-1 described herein (“Application”); and

WHEREAS, the Application applies to a 6.38-acre property located at 17673 Gale Avenue and 17695 Gale Avenue, City of Industry, California, Assessor’s Parcel Number’s 8264-012-923, 8264-013-914, and 8264-013-913 (“Property”); and

WHEREAS, the Applicant is requesting approval for the construction of a new automobile dealership that consists of three individual buildings, with a combined square-footage of 79,605 square-feet (“Project”), within the City of Industry’s (“City”) “AZ” – Automobile Zoning designation. The Project includes a 17,376 square-foot sales building for Jaguar/Land Rover, a 11,179 square-foot sales building for Volvo, and a 38,345 square-foot service building for automotive repairs; and

WHEREAS, the Applicant is requesting approval of Zone Exception No. 20-1 (“ZA No. 20-1”), allowing for the installation of 27,791 square-feet of landscaping, when a minimum of 33,349.54 square-feet is required per Section 17.36.060.Q of the City’s Municipal Code (“Code”). Pursuant to Section 17.40.020 of the City’s Code, exceptions to the City’s Zoning Code, which includes landscaping requirements, may be granted when certain findings are made by the City Council; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Commercial. The proposed construction of a new automobile dealership is consistent with the General Plan because it focuses on sales and retail uses near major intersections and areas of high visibility (LU2-1), and will bring new jobs and improve sales tax revenue (LU2-2). Also, an automobile dealership is an allowable use 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 the information received and Staff’s review and assessment, it was determined that the Application would not have a significant impact on the environment with mitigation measures incorporated, and an

Initial Study/Mitigated Negative Declaration (“IS/MND”) was prepared in accordance with the requirements of the California Environmental Quality Act (“CEQA”), California Public Resources Code section 21000 *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City of Industry; and

WHEREAS, the IS/MND was circulated for public review and comment on January 22, 2020 through and including, February 11, 2020; and

WHEREAS, the IS/MND concluded that the implementation of the Project could result in significant effect on the environment due to short-term construction and identified mitigation measures that would reduce the effects to a less-than-significant level. The mitigation measures address Air Quality and Cultural Resources, but the potential impacts are mitigated to less than significant with the mitigation measures identified in the proposed Mitigated Negative Declaration; and

WHEREAS, on February 13, 2020, at a duly noticed public meeting, the City Council adopted Resolution No. CC 2020-02, approving the IS/MND; and

WHEREAS, on February 13, 2020 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: Based upon substantial evidence presented to the City Council during the February 13, 2020 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the MND, and the City’s Code, the City Council finds as follows:

- (a) Pursuant to Section 17.40.020 of the City’s Code, an exception may be granted where it is necessary to preserve a substantial property right of the owner, and the exception is not materially detrimental to the public welfare or the property of other individuals in the vicinity of the project. However, in the event an exception is not necessary to preserve a substantial property right, under

Section 17.40.020.B. of the City's Code, the City Council has the authority to grant the exception as long as the exception is not materially detrimental to the public welfare, or to the property of other individuals in the vicinity of the project. Under the instant circumstances, the landscaping exception is not materially detrimental to the public welfare, or the property of other individuals located in the vicinity of the project because the Project site is zoned AZ, which only allows for automobile dealerships, in order to remain competitive with other dealerships, adequate display of inventory is necessary. As part of the project, the City is requiring the Applicant to dedicate 25 feet of street frontage for a future cul-de-sac. Further, there is an electronic billboard that utilizes 50 feet of street frontage on the property will continue to be maintained by the City, and access to the billboard is necessary for said maintenance. Due to the aforementioned reduction of street frontage, and current location of the billboard, the amount of street frontage and display area has been substantially reduced thereby impacting the automobile dealership's ability to operate the only permitted use on the premises. Despite the landscaping not meeting the City's 12 percent requirement, the landscaping will be designed to be harmonious and attractive with the development and the surrounding properties. The landscaping will be mainly incorporated on the property frontage and will be aligned around the property acting as a buffer for neighboring properties. There will also be additional landscaping integrated along the proposed Jaguar/Land Rover, Volvo, and service buildings to further compliment the architecture. Additionally, the landscaping will be designed to minimize the amount of water runoff from the site by providing permeable areas for water infiltration and decreasing runoff volume to the street thus not impacting neighboring properties.

SECTION 4: Based upon substantial evidence presented to the City Council during the February 13, 2020 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the MND, 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's General Plan, Zoning Code and all applicable development standards outlined within Section 17.36.060 of the Code. This includes: setbacks, building height, and parking. In terms of landscaping, the Applicant is requesting a zone exception to install 27,791 square-feet of landscaping when a minimum of twelve percent (33,349.54 square-feet) is required per the City's Zoning Standards. Given the approval of Zone Exception 20-1, the Project complies with the City's Zoning Code.
- (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. A traffic study was prepared with the accompanying IS/MND which determined that there will be less than significant impacts to traffic. The Project

is expected to generate up to 2,216 daily trips as noted in the accompanying IS/MND. During the AM peak hours, the project is expected to generate 149 trips (109 inbound and 40 outbound), 193 trips (77 inbound and 116 outbound) during PM peak hour, and 320 trips (160 inbound and 160 outbound) during Saturday peak hour trips. The study concluded, that the proposed Project would not surpass any thresholds of significance in accordance with Los Angeles County Congestion Management Program and all intersections will continue to operate at an acceptable Level of Service during the construction of the Project and business operation of the automobile dealership. Also, the project is designed to park and receive all of its inventory through the alley located at the rear of the property in order to avoid congestion on Gale Avenue. Further, in order to avoid congestion and a queue of traffic on Gale Avenue, the project is designed to have the main entrance with a 36 foot wide drive way that has approximately 104 feet of staking distance. Furthermore, the IS/MND determined that the Project will be developed to ensure the public health, safety and general welfare or prevent adverse effects upon neighboring properties. As noted in the environmental, the project will not have a significant effect on the environment, there is a potential for impacts for Air Quality and Cultural Resources for short-term construction, but those impacts are less than significant with the incorporation of mitigation measures. The Applicant will also be required to follow all standards with the California Building Code, standards and requirements from the City's Public Works/Engineering department, Los Angeles County Regional Water Quality Control Board, and South Coast Air Quality Management District. Additionally, Conditions of Approval will be attached (Attachment 1), to further minimize any potential impacts of the Project. The conditions of approval are set in place in order to prevent the Project from having any adverse effects upon neighboring properties.

- (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 automobile dealership project is consistent with the Commercial land use designation set forth in the City's General Plan. These allowable land uses include (and is not limited to) retail. The project is also compatible with surrounding properties and uses because the surrounding area is composed of similar automobile dealerships. The uses of the surrounding properties may change, but the character will remain automobile 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 Zone Exception No. 20-1 and Development Plan No. 19-2, 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 February 13, 2020 by the following vote:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAIN:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles
City Clerk

Attachment 1

Conditions of Approval - Resolution No. CC 2020-03

[Attached]

RESOLUTION NO. CC 2020-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 19-2, AND ZONE EXCEPTION 20-1, FOR THE CONSTRUCTION OF A NEW 79,605 SQUARE-FOOT AUTOMOBILE DEALERSHIP LOCATED AT 17673 GALE AVENUE AND 17695 GALE AVENUE, CITY OF INDUSTRY, CALIFORNIA

RECITALS

WHEREAS, on November 12, 2019, P.T Enterprises, LLC (“Applicant”) filed a complete application requesting approval of Development Plan (“DP”) No. 19-2 and Zone Exception (“ZE”) No. 20-1 described herein (“Application”); and

WHEREAS, the Application applies to a 6.38-acre property located at 17673 Gale Avenue and 17695 Gale Avenue, City of Industry, California, Assessor’s Parcel Number’s 8264-012-923, 8264-013-914, and 8264-013-913 (“Property”); and

WHEREAS, the Applicant is requesting approval for the construction of a new automobile dealership that consists of three individual buildings, with a combined square-footage of 79,605 square-feet (“Project”), within the City of Industry’s (“City”) “AZ” – Automobile Zoning designation. The Project includes a 17,376 square-foot sales building for Jaguar/Land Rover, a 11,179 square-foot sales building for Volvo, and a 38,345 square-foot service building for automotive repairs; and

WHEREAS, the Applicant is requesting approval of Zone Exception No. 20-1 (“ZA No. 20-1”), allowing for the installation of 27,791 square-feet of landscaping, when a minimum of 33,349.54 square-feet is required per Section 17.36.060.Q of the City’s Municipal Code (“Code”). Pursuant to Section 17.40.020 of the City’s Code, exceptions to the City’s Zoning Code, which includes landscaping requirements, may be granted when certain findings are made by the City Council; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Commercial. The proposed construction of a new automobile dealership is consistent with the General Plan because it focuses on sales and retail uses near major intersections and areas of high visibility (LU2-1), and will bring new jobs and improve sales tax revenue (LU2-2). Also, an automobile dealership is an allowable use 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 the information received and Staff’s review and assessment, it was determined that the Application would not have a significant impact on the environment with mitigation measures incorporated, and an

Initial Study/Mitigated Negative Declaration (“IS/MND”) was prepared in accordance with the requirements of the California Environmental Quality Act (“CEQA”), California Public Resources Code section 21000 et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City of Industry; and

WHEREAS, the IS/MND was circulated for public review and comment on January 22, 2020 through and including, February 11, 2020; and

WHEREAS, the IS/MND concluded that the implementation of the Project could result in significant effect on the environment due to short-term construction and identified mitigation measures that would reduce the effects to a less-than-significant level. The mitigation measures address Air Quality and Cultural Resources, but the potential impacts are mitigated to less than significant with the mitigation measures identified in the proposed Mitigated Negative Declaration; and

WHEREAS, on February 13, 2020, at a duly noticed public meeting, the City Council adopted Resolution No. CC 2020-02, approving the IS/MND; and

WHEREAS, on February 13, 2020 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: Based upon substantial evidence presented to the City Council during the February 13, 2020 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the MND, and the City’s Code, the City Council finds as follows:

- (a) Pursuant to Section 17.40.020 of the City’s Code, an exception may be granted where it is necessary to preserve a substantial property right of the owner, and the exception is not materially detrimental to the public welfare or the property of other individuals in the vicinity of the project. However, in the event an exception is not necessary to preserve a substantial property right, under

Section 17.40.020.B. of the City's Code, the City Council has the authority to grant the exception as long as the exception is not materially detrimental to the public welfare, or to the property of other individuals in the vicinity of the project. Under the instant circumstances, the landscaping exception is not materially detrimental to the public welfare, or the property of other individuals located in the vicinity of the project because the Project site is zoned AZ, which only allows for automobile dealerships, in order to remain competitive with other dealerships, adequate display of inventory is necessary. As part of the project, the City is requiring the Applicant to dedicate 25 feet of street frontage for a future cul-de-sac. Further, there is an electronic billboard that utilizes 50 feet of street frontage on the property will continue to be maintained by the City, and access to the billboard is necessary for said maintenance. Due to the aforementioned reduction of street frontage, and current location of the billboard, the amount of street frontage and display area has been substantially reduced thereby impacting the automobile dealership's ability to operate the only permitted use on the premises. Despite the landscaping not meeting the City's 12 percent requirement, the landscaping will be designed to be harmonious and attractive with the development and the surrounding properties. The landscaping will be mainly incorporated on the property frontage and will be aligned around the property acting as a buffer for neighboring properties. There will also be additional landscaping integrated along the proposed Jaguar/Land Rover, Volvo, and service buildings to further compliment the architecture. Additionally, the landscaping will be designed to minimize the amount of water runoff from the site by providing permeable areas for water infiltration and decreasing runoff volume to the street thus not impacting neighboring properties.

SECTION 4: Based upon substantial evidence presented to the City Council during the February 13, 2020 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the MND, 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's General Plan, Zoning Code and all applicable development standards outlined within Section 17.36.060 of the Code. This includes: setbacks, building height, and parking. In terms of landscaping, the Applicant is requesting a zone exception to install 27,791 square-feet of landscaping when a minimum of twelve percent (33,349.54 square-feet) is required per the City's Zoning Standards. Given the approval of Zone Exception 20-1, the Project complies with the City's Zoning Code.
- (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. A traffic study was prepared with the accompanying IS/MND which determined that there will be less than significant impacts to traffic. The Project

is expected to generate up to 2,216 daily trips as noted in the accompanying IS/MND. During the AM peak hours, the project is expected to generate 149 trips (109 inbound and 40 outbound), 193 trips (77 inbound and 116 outbound) during PM peak hour, and 320 trips (160 inbound and 160 outbound) during Saturday peak hour trips. The study concluded, that the proposed Project would not surpass any thresholds of significance in accordance with Los Angeles County Congestion Management Program and all intersections will continue to operate at an acceptable Level of Service during the construction of the Project and business operation of the automobile dealership. Also, the project is designed to park and receive all of its inventory through the alley located at the rear of the property in order to avoid congestion on Gale Avenue. Further, in order to avoid congestion and a queue of traffic on Gale Avenue, the project is designed to have the main entrance with a 36 foot wide drive way that has approximately 104 feet of staking distance. Furthermore, the IS/MND determined that the Project will be developed to ensure the public health, safety and general welfare or prevent adverse effects upon neighboring properties. As noted in the environmental, the project will not have a significant effect on the environment, there is a potential for impacts for Air Quality and Cultural Resources for short-term construction, but those impacts are less than significant with the incorporation of mitigation measures. The Applicant will also be required to follow all standards with the California Building Code, standards and requirements from the City's Public Works/Engineering department, Los Angeles County Regional Water Quality Control Board, and South Coast Air Quality Management District. Additionally, Conditions of Approval will be attached (Attachment 1), to further minimize any potential impacts of the Project. The conditions of approval are set in place in order to prevent the Project from having any adverse effects upon neighboring properties.

- (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 automobile dealership project is consistent with the Commercial land use designation set forth in the City's General Plan. These allowable land uses include (and is not limited to) retail. The project is also compatible with surrounding properties and uses because the surrounding area is composed of similar automobile dealerships. The uses of the surrounding properties may change, but the character will remain automobile 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 Zone Exception No. 20-1 and Development Plan No. 19-2, 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 February 13, 2020 by the following vote:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAIN:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles
City Clerk

Attachment 1

Conditions of Approval - Resolution No. CC 2020-03

[Attached]



CITY OF INDUSTRY

Standard Requirements and Conditions of Approval

Application: Zone Exception No. 20-1 and Development Plan 19-02

Applicant: Amat Tajudin with EBTA Architects on behalf of P.T. Enterprises, LLC

Location: 17673 Gale Avenue and 17695 Gale Avenue, City of Industry, CA 91748

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. Applicant shall record a "Covenant and Agreement to Hold Property as One Parcel" for Parcel Nos. 8264-012-923, 8264-013-914, and 8264-013-913, prior to issuance of building permit.
2. The landscape irrigation system shall be designed to accept recycled water from future recycled water lines, which are currently 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.
3. 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.
4. 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.
5. The Applicant/Property Owner shall comply with all surface drainage and driveway

requirements set forth in Chapter 16.10 of the City's Code.

6. Applicant shall design all lighting for the project to prevent excess illumination and light spillover onto adjoining land uses.
7. All signage for the project shall comply with Chapter 15.32 of the City's Code.
8. 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.
9. The Applicant shall comply with all of the requirements set forth in the mitigation measures of the MND and MMRP for the project. In the event of any conflict between the mitigation measures set forth herein and those set forth in the MND and MMRP, the mitigation measures set forth in the MND and MMRP shall prevail.

The mitigation measures are as follows:

AQ-1 - The construction contractor(s) shall, at minimum, use equipment that meets the United States Environmental Protection Agency's (EPA) Tier 4 Final emissions standards for off-road diesel-powered construction equipment with 50 horsepower or more for all grading and utilities trenching activities, unless it can be demonstrated to the City that such equipment is not available. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by Tier 4 Final emissions standards for a similarly sized engine, as defined by the California Air Resources Board's regulations. Prior to construction, the project engineer shall ensure that all grading and trenching plans clearly show the requirement for EPA Tier 4 Final emissions standards for construction equipment over 50 horsepower for the specific activities stated above. During construction, the construction contractor shall maintain a list of all operating equipment associated with grading and trenching in use on the site for verification by the City. The construction equipment list shall state the makes, models, Equipment Identification Numbers, and number of construction equipment onsite. Equipment shall be properly serviced and maintained in accordance with the manufacturer's recommendations. Construction contractors shall also ensure that all nonessential idling of construction equipment is restricted to 5 minutes or less in compliance with Section 2449 of the California Code of Regulations, Title 13, Article 4.8,

Timing/Implementation: During future grading and construction activities
Monitoring/Enforcement: City of Industry

CUL-1 - If any prehistoric and/or historic resources or other indications of cultural resources are found during future development of the site, all work in the immediate vicinity of the site must stop and the project construction contractor shall immediately notify the City of Industry. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the findings and recommend appropriate mitigation measures.

Timing/Implementation: During future grading and construction activities
Monitoring/Enforcement: City of Industry

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. The Applicant/Property Owner shall comply with the Subdivision Ordinance of the City of Industry.
4. The Applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance at the discretion of the City Engineer.
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 shall 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 shall 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.
14. Applicant shall construct street lights to the satisfaction of the City Engineer.
15. Applicant shall submit street improvement plans for the Cul-de-sac improvements to the City Engineer for review and approval. Upon approval, the Applicant shall obtain a Construction permit and construct the new cul-de-sac per the approved plans.

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. This 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/Property Owner 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/Property Owner 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/Property Owner 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/Property Owner 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/Property Owner 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/Property Owner 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/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/Property Owner, 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 (including the IS/MND for the project) 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.

ZE No. 20-1 and DP No. 19-02
Penske Automotive Dealership

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 understands that Resolution No. CC 2020-02 and Resolution No CC 2020-03 will be of no force or effect unless such written consent is submitted to the City.

CITY COUNCIL

ITEM NO. 7.2



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: February 13, 2020

SUBJECT: Consideration of a Professional Services Agreement with I.R.C. Technologies, Inc. dba Independent Roofing Consultants to provide consulting services related to roof restoration and replacement at various City owned properties, for an amount not to exceed \$39,440.00

Background:

The roof systems at three City-owned facilities appear to have exceeded their expected life, with two of these buildings requiring reoccurring patching and repairs. There is a need for the entire roof system at each building to be evaluated and repaired overall. Staff received a proposal to inspect and provide design criteria, as well as to define the as-built conditions impacting the design and construction of a new roof system. The three locations include: 1) Sheriff's Youth Activity League building/Post Office at 15559 Rausch Road; 2) Public Works Warehouse at 1123 South Hatcher Avenue; and; 3) Chamber of Commerce (Industry Business Council) at 15651 Stafford Street.

Discussion:

Independent Roofing Consultants ("IRC") is a construction consulting firm specializing in roofing and waterproofing systems. IRC will provide consulting services for roof restoration/replacement at each of the locations cited above. During their assessment, the flashing and termination requirements for the new roof system will be reviewed to establish the flashings and accessory components required for a complete, new roof system that meets current building code requirements and Title 24 requirements. IRC will develop and provide written specifications and detailed drawings for each location. During the construction phase, IRC will provide full-time inspection services including the final inspection, the pre-bid conferences and pre-construction meetings.

Fiscal Impact:

The fiscal impact is \$39,440.00 (Account No. 120-706-5120.01). An appropriation of \$39,440.00 is requested from the 2015 Bond Proceeds to City Capital Improvements-Admin, Studies, General, Budget-Professional Services.

Recommendations:

- 1) Approve the Professional Services Agreement with Independent Roofing Consultants, Inc. to provide consulting services related to roof restoration and replacement at various locations in the City; and
- 2) Appropriate \$39,440.00 from the 2015 Bond Proceeds to City Capital Improvements-Admin, Studies, General, Budget-Professional Services (Account No. 120-706-5120.01).

Exhibit:

- A. Professional Services Agreement with Independent Roofing Consultants, Inc. dated February 13, 2020
-

TH/JN:jf

EXHIBIT A

Professional Services Agreement with Independent Roofing Consultants, Inc. dated
February 13, 2020

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 13, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and I.R.C. Technologies Inc., dba Independent Roofing Consultants, 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 February 13, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing consulting services related to roof restoration and replacement at various locations in the City of Industry, 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 Thirty Nine Thousand Four Hundred Forty Dollars (\$39,440.00) 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
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Consultant: IRC Technologies, Inc.
2901 Pullman Street
Santa Ana, CA 92705
Attention: Veronica Foster, Vice President

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 an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

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

“CONSULTANT”
IRC Technologies, Inc.

By: _____
Troy Helling, City Manager

By: _____
Veronica Foster, 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 perform the work set forth herein for the following properties: Post Office/Sherriff's Youth Activity League - 15559 Rausch Road, Public Works Warehouse - 1123 South Hatcher Avenue, and Chamber of Commerce (Industry Business Council) - 15651 Stafford Street (collectively, the "Properties")

PHASE I

SITE INVESTIGATION

Consultant shall perform an on-site roof inspection of the existing roof system. Consultant shall obtain design criteria and define as-built conditions impacting the design and construction of a new roof system. During this inspection, the flashing and termination requirements for the new roof system will be reviewed to establish the required flashings and accessory components required for a complete and guaranteed new roof system meeting current building code requirements and Title 24 requirements.

Also, during the course of this inspection, conditions requiring attention such as mechanical equipment ductwork and ductwork connections to mechanical units will be reviewed and if required restoration of these accessory components will be included in the project scope of work.

ROOF SPECIFICATIONS & DETAIL DRAWINGS

Consultant shall develop written specifications for the above referenced property. These specifications will provide the following information:

- Approved material manufacturers and individual material products to define the quality standards for the roof system construction.
- Quality standards for both workmanship and materials in the construction of the new roof system.
- Contractor insurance requirements.
- Contractor and material manufacturer guarantee requirements.
- Contractor requirements during the project, including submittal information, hours of work, conduct of employees and staging areas.
- Project requirements for construction of sheet metal and lead accessories augmenting the roof system design, inclusive of special project conditions to be included in the contractor's bid.
- Contractor bid submittal requirements.

Consultant shall provide will be computer-generated detail drawings illustrating the construction of the roof membrane as well as all flashings at horizontal-to-vertical terminations, penetrations, and transitions with the written specifications.

PRE-BID CONFERENCE

Consultant will attend an onsite conference with the bidding contractors to review the specifications and jobsite conditions and address any contractor questions regarding the project specifications for the purpose of achieving the most accurate, complete and competitive bids possible. Following the conference, Consultant will develop a written report summarizing the conference discussions and any additions, deletions or changes to the project specifications. A copy of this report will be issued to the City.

Bid Review and Bid Tabulation

Consultant will review and evaluate submitted contractor bids. A bid tabulation summarizing the contractor bids, in spreadsheet format, will be provided to the City for ease of reference and comparison.

PHASE II

INSPECTION SERVICES

Consultant shall provide the following field observation services at the above referenced project. Guidelines to be utilized in monitoring the new system installation shall include, but are not limited to, Project Specifications, Contractor Bid Submittals and Material Manufacturer Guidelines, depending on the project design standards available.

Pre-Job Conference

Consultant shall conduct an onsite conference with the application contractor and all trades related to the new system installation to:

- Review material submittals.
- Discuss project scheduling.
- Review project site and substrate, if completed at time of Pre-Job Conference.
- Establish lines of communication and dispute resolution.

At the conclusion of the conference, a written report is generated and issued to the City confirming agreements and identifying pending issues for resolution prior to start of work. Any decisions that affect or alter the existing design criteria must be approved by the Architect of record.

Full-Time Inspections

Consultant shall provide Full-Time Inspections to the project with a continuous daily historical record of the new system installation. Items found not to be in accordance with the project contract documents will be identified and brought to the attention of the roofing contractor's foreman. Items noted for "corrective action" are the responsibility of

the Contractor and/or the Subcontractor who remain liable for any items requiring correction.

Final Inspection

When the roofing contractor and subcontractors (including sheet metal, mechanical, etc.) have completed the system installation, Consultant will conduct a visual final inspection of the roof assembly.

A report will be issued to the City noting items to be completed and/or deficiencies to be corrected with photographs as applicable. The roof system should not be considered complete until all punchlist items have been properly addressed.

Punchlist Verification Inspection (If requested)

Consultant will conduct an inspection of all roofing punchlist development items to verify the deficiencies have been completed. Final payments and retentions can be released once these corrections are properly made.

EXHIBIT B
FEE SCHEDULE

PHASE I

Site Investigation	\$3,750.00
Roof Specification & Detail Drawings	\$7,650.00
Pre-Bid Conference	\$4,500.00
Bid Review & Bid Tabulation	No Charge
PHASE I TOTAL:	\$15,900.00

PHASE II

Pre-Job Conference	\$4,500.00
Full-Time Inspection	\$11,640.00
Final Inspection	\$4,400.00
PHASE II TOTAL:	\$20,540.00

PHASE I & II TOTAL: \$36,440.00

Punchlist Verification Inspection \$3,000.00

TOTAL NOT TO EXCEED: \$39,440.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to 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. 7.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, City Engineer *JN*
Tapas Dutta, Senior Project Manager *TD*

DATE: February 13, 2020

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with IDS Group, Inc. for the Avalon Room and Patio Café Improvements (CIP-EXPO-18-017 B)

Background:

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

Discussion:

IDS is working on the upgrade design of the Avalon Room. Some work on the upgrade design for Patio Café started but the Patio Café Design was put on hold. Given that the Avalon Room will not be available for use during time that it is under construction, and because future upgrades are being planned for the Pavilion facility, it is necessary to construct a new facility ("Temporary Facility") that can be used while the aforementioned areas are unavailable. Although the Temporary Facility will host events during the construction of the upgrades to the Avalon Room and the Pavilion, it is being designed as a facility capable of being in service beyond its initial temporary use. The Temporary Facility will be sited at the Team Roping Ring area in the Expo Center between the Expo Center offices and the Pavilion and will accommodate up to 500 guests.

IDS provided Staff with a proposal for the design of the Temporary Facility for an amount not-to-exceed \$330,606.00. The scope of services for the Temporary Facility includes the architectural, structural, mechanical, electrical and plumbing design for this new building from conception to final construction documents, as well as providing construction support for their design and review of submittals once the project is in construction.

The current Agreement with IDS expires on July 5, 2020. The addition of the design of the Temporary Facility and project delays for the Avalon Room Improvements due to the absence of complete as-built drawings, will necessitate for the contract term to be extended through December 31, 2021. Staff is therefore requesting that the City amend the Agreement to revise the scope of work to include the design of the Temporary Facility and increase the compensation in the amount of \$330,606.00

Fiscal Impact:

The fiscal impact for Amendment No. 1 is \$330,606.00 to be added to the approved amount for IDS under Project CIP-EXPO-18-017 B. The current approved budget for this Project for Fiscal Year 2019-2020 is \$1,020,000.00 and will accommodate the additional amount. No additional appropriations are needed at this time.

Recommendation:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with IDS Group, Inc.

Exhibit:

- A. Amendment No. 1 to Professional Services Agreement with IDS Group, Inc. dated February 13, 2020

TH/JN:jf

EXHIBIT A

Amendment No. 1 to Professional Services Agreement with IDS Group, Inc. dated
February 13, 2020

[Attached]

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

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 13th day of February, 2020 (“Effective Date”), by and between the City of Industry, a municipal corporation (“City”) and IDS Group, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

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

WHEREAS, the City is requesting that the Consultant perform additional design and construction management services for a Temporary Facility, and therefore it is necessary to amend the Agreement to include the new services. Further,, as a result of additional work, it is also necessary to increase the total compensation under the Agreement by \$330,606.00, and due to the additional work, and delays with the Avalon Room and Patio Café Improvement Project, it is also necessary to extend the term of the Agreement through December 31, 2021; and

WHEREAS, the Parties also desire to amend the Agreement to reflect the current address for the City Attorney; and

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

AMENDMENT

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

1. TERM

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

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

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

The City agrees to pay Consultant monthly, in accordance to the payment rates and terms 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 Five Hundred Fifty-Seven Thousand One Hundred and Fifty-Six dollars (\$557,156.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

14. 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 include the scope of services provided in Attachment 1, attached hereto, and incorporated herein by reference.

Exhibit B, Rate Schedule

The Rate Schedule is hereby amended to include the rates set forth in Attachment 2, attached hereto, and incorporated herein by reference.

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

“CITY”
City of Industry

“CONSULTANT”
IDS Group, Inc.

By: _____
Troy Helling, City Manager

By: _____
John Silber, Principal Architect

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1 EXHIBIT A

SCOPE OF SERVICES

The scope of services for the Temporary Facility includes the architectural, structural, mechanical, electrical and plumbing design for this new building from conception to final construction documents, as well as coordination with the site and parking design of the Temporary Facility.

Consultant shall include and address the following in the design:

- The facility will provide banquet style seating as a single room for 500 guests with operable wall permitting the room to be split into two rooms, one for 300 guests and one for 200 guests.
- Operable wall should be sound attenuating.
- There is to be covered walkway(s) and big doors opening to the immediate landscape.
- The Expo Center exemplifies a ranch-type look and this should inform the architectural design.
- Two sets of public restrooms are required and there will be two single accommodation all gender restrooms.
- There will be a bar area serving the banquet areas configured to serve any of the three rooms (single 500 guests, 200 guest space, and 300 guest space).
- A catering service area is to be provided but a commercial kitchen is not required
- General storage for tables, chairs and other facility stuff is required
- The construction estimate will be determined.
- Audio/Visual services – 4 meetings, preliminary drawings, shop drawing review

Architectural

- Schematic design, design development plans, detailed construction cost estimate, permits and construction documents and final Plans, Specification and Estimate (PS&E).
- Coordination of Consultant services with services provided by others retained by the City.

Structural

- Structural details of the building envelope shall be in accordance with California Building Structural Codes and Codes necessary to comply for permitting and building purposes.
- Structural system will be light steel frame with metal roof deck
- Coordination with the Civil and other disciplines for proper location of building foundation, underground utilities, roadways, walkways, and vertical and horizontal components of the structure.
- Collaborate with architect in preparing structural elements of schematic design options.
- Assist in providing scope of work for geotechnical report services.

- Prepare Design Development (DD) and Construction Documents (CD) structural drawings and calculation packages for selected schematic design option in accordance with applicable codes for client reviews and plan check submittals.
- Incorporate plan check comments and prepare construction permit set.
- Provide construction support services.

Mechanical

- Provision of Mechanical system/equipment design for HVAC, and proper air ventilation.
- Preliminary Mechanical system and equipment to be submitted to owner for review and comments Incorporate owner comments.
- Prepare final CD's for plan check, bidding and construction.
- Title 24 calculations and forms to be provided for new mechanical equipment.
- New Title 24 compliant controls will be specified.

Plumbing

- Plumbing system design for the waste and vent, domestic hot and cold water and hot water return system
- Plumbing system design for the natural gas system
- Plumbing system design for the building storm water piping system
- Indirect waste system and plumbing system support for the proposed mechanical system
- Plumbing fixture and equipment selection
- All required plumbing system calculations
- Plumbing system wet utilities to 5 ft outside the building

Electrical:

- Design a lighting (LED) plan/layout for the new Temporary Facility building.
- Design lighting controls within the facility per California's 2016 Lighting standards.
- Design adequate power to the temporary facility from the existing facilities power grid.
- Design a distribution power panel required circuiting the temporary facility which multi-purpose seating area, a patio, a bar, storage room, two restrooms, a utility rooms, and food service area.
- Design to show power and data drops for new Audio Room equipment.
- Design a preliminary lighting, power/data plan to be submitted to owner for review and comments Incorporate owner comments.
- Design the necessary power circuitry required for the mechanical and plumbing equipment.
- Prepare final Construction Documents for plan check, bidding and construction permitting.
- Provide the Title 24 compliant forms for city approval.
- Consultant will provide a performance specification for the Automatic Fire Sprinkler System; this work to be submitted for permit as a deferred submittal and contracted for as "design-build."

- New electrical service panel(s) to building – assume that existing main service will be adequate to service new building – no coordination with power company/main service upgrade
- All wet utility connections to building by Civil – Consultant plumbing to design to 5'-0" past building footprint

Construction Support

- Pre-Bid Job Walk
- Respond to Requests for Information (RFIs)
- Provide review of bids
- Provide written and/or graphical responses to RFI's related to PS&E items
- Review Contractor submittals
- Attend monthly construction meetings
- Review payment applications, as needed
- Respond to any claims or disputes from the Contractor
- Prepare change orders, as needed

The Consultant shall not perform the following for the project:

- surveying/civil engineering
- site utilities for utilities beyond five feet from the building footprint
- geotechnical engineering
- environmental/hazmat testing inspections, reports and technical specifications
- landscape architecture
- grease interceptor
- Selection and specification of furnishings and equipment
- Fire Alarm, Security, Low Voltage (phone/data) systems
- Fire protection sprinkler design
- Refrigeration/Freezer equipment/room(s) design
- Commercial kitchen hood
- Commercial kitchen design

EXHIBIT B

RATE SCHEDULE

The following hourly rates shall apply to the Services set forth in this Agreement.

Principal	\$190
Project Manager – Project Architect – Project Engineer	\$135
Cost Estimator	\$135
Designer/Draftsperson	\$98

**EXHIBIT A TO AMENDMENT NO. 1:
PROFESSIONAL SERVICES AGREEMENT WITH CONSULTANT GROUP, INC.
(DATED DECEMBER 13, 2018)**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 13, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and IDS Group, Inc. a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 5, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Twenty-Six Thousand Five Hundred and Fifty dollars (\$226,550.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under 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: James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant:

John Silber, Principal Architect
IDS Group, Inc.
1 Peters Canyon Road, Suite 130
Irvine, CA 92606

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each

party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

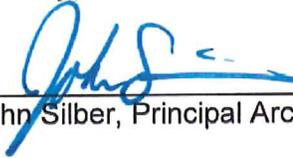
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

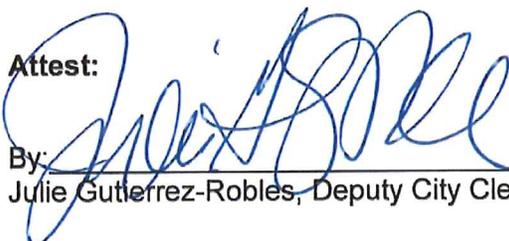
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

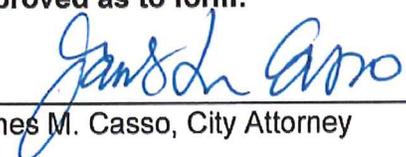
"CITY"
City of Industry

"CONSULTANT"
IDS Group, Inc.

By: 
Troy Helling, City Manager

By: 
John Silber, Principal Architect

Attest: 
By:
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:
By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

I. Site Field & Project Scope Verification

Kick-off Meeting: The Consultant will meet with the City to review transition of the project to design development. At this meeting also receive end-user feedback to the existing conceptual design. [Meeting #1]

Field verify existing conditions: the Consultant will make a visual inspection, photograph and make field measurements within the limits of the work proposed.

II. Development of Plans, Specifications, and Estimate (PS&E)

Consultant will develop the project PS&E as follows.

Schematic Design: Revise the schematic design once the existing concept design floor plans are provided to Consultant; revisions will address end-user comments. Where more than one viable solution is identified Consultant will provide up to three (3) alternates. Meet with the City [Meeting #2] to review the revisions proposed to seek City guidance going forward.

Provide to the City's Geotechnical Engineer a scoping document for the Preliminary Geotechnical Report.

Design Development: Prepare Design Development Plans. Consultant will develop the schematic design illustrated by dimensioned building and site plan designs, building cross and transverse sections, exterior elevations, and site plans. Consultant will complete preliminary engineering and design drawings for the building structural, mechanical (plumbing), and electrical systems including lighting. Consultant will submit the Design Development deliverables at a meeting with the City. [Meeting #3]

Construction Documents to "Plans ready for plan check submittal." Consultant will develop construction documents including data, plans and exhibits, applications and documents as needed to obtain all necessary building permits and approvals from The City of Industry.

Detailed construction cost estimate and preliminary construction schedule Consultant will prepare a professional opinion of likely construction costs for the developed design and submitted to the City accompanied by his professional opinion of the likely construction schedule. Consultant's cost estimate for the project will be an itemized "schedule of values." Consultant will present the PS&E progress set and construction estimate and construction schedule at a meeting with the City. [Meeting #4]

Permits and Construction Documents to "permits ready to issue" Consultant will be responsible for necessary coordination for processing the plan review and approvals and make any corrections for comments received and resubmit plans for approvals as necessary, until final approval of plans is received. In addition, Consultant will coordinate

documents with other disciplines providing design (such as civil, landscape, etc.). and approvals, Consultant will coordinate with the City such that the final plans include the City's input and comments.

"Ready to bid" PS&E Package Consultant will prepare complete PS&E bid package ready for bidding. The PS&E design will include providing all necessary services and preparing all necessary plans required for the construction of the project in all detail. Consultant will prepare complete technical specifications for the project. City will provide Administrative Section of the Specifications.

III. Construction Contract Bidding and Negotiation (BN) Phase

Consultant will assist the City with the process of securing bids and negotiating the Construction Contract Award as follows.

Pre-bid Job Walk the Consultant's Project Manager will attend one pre-bid job walk

Bidders' Requests for Information (RFI's) Consultant will prepare written/graphic responses to bidders RFI's interpreting/clarifying the intent drawings and technical specifications

Consultant will review bid costs/schedule of values of 3 low bidders and inform City if the costs are in line with estimates.

IV. Construction Administration Phase

During the construction administration period, Consultant will perform the following services:

Consultant will provide support to City by providing written and/or graphic responses with reasonable promptness clarifying items which relate to the PS&E package prepared by Consultant to written questions submitted to Consultant (RFI's and Architect's Supplemental Instructions).

Review and take other appropriate action with reasonable promptness upon contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the work as provided in the construction contract documents review and approve shop drawings with reasonable promptness to be submitted by the contractor as per the PS&E package.

When requested, attend monthly construction meetings with the City, contractor, and other involved parties.

During the monthly construction meeting observe, evaluate and report to the City upon representative samples of the work and report to the City defects and deficiencies in the work observed during the site reviews.

When requested, review and make recommendations to the City regarding the Contractor's Application(s) for Payment based on the Architect's observation and evaluation of the

progress of the work in the value proportionate to the amount of the construction contract, of work performed and products delivered to the Place of the Work.

Render written findings within a reasonable time, on all claims, disputes and other matters in question between the City and the contractor relating to the execution or performance of the work or the interpretation of the construction contract documents.

Render interpretations and findings consistent with the intent of and reasonably inferable from the construction contract documents; showing partiality to neither the City nor the contractor; but Consultant shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity.

Based on direction from the City, have the authority to reject work which does not conform to the construction contract documents, and whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of Work, whether or not, such work has been fabricated, installed or completed.

When requested, prepare change orders and change directives for the City's approval and signature in accordance with the construction contract documents.

With the City's approval, have the authority to order minor adjustments in the work which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the contract price or an extension of the contract time.

V. Meetings

Meetings During the development of PS&E documents the Consultant's Project Manager will attend in person the following meetings. (Individual A/E project team members will attend these meetings via teleconference as needed.)

Additional concept development meetings/workshops with the City provided upon request and authorization as additional services, when approved by the City.

4 meetings provided with the City as listed above.

Presentations to the City Council or other public body provided upon request and authorization as additional services.

EXHIBIT B
RATE SCHEDULE

The following hourly rates shall apply:

Principal	\$190.00
Project Manager	\$135.00
Project Architect	\$135.00
Project Engineer	\$135.00
Cost Estimator	\$135.00
Designer/Draftsperson	\$ 98.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 7.4



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*
Philip De Jong, Field Operation Project Manager, CNC Engineering *PDJ*

DATE: February 13, 2020

SUBJECT: Consideration of Amendment No. 1 to the Street Sweeping Contract with R.F. Dickson Company, Inc. to increase the budget by \$300,000.00, and extending the term of the Agreement through April 8, 2021 (CITY-1423)

Background:

On April 9, 2015, the City Council awarded a Street Sweeping Contract ("Contract") to R.F. Dickson Company, Inc. ("R.F. Dickson"). R.F. Dickson was retained to provide street sweeping services throughout the City for a five-year period, for \$1,007,736.

Discussion:

City Staff will be preparing a Request for Qualifications this year for street sweeping services throughout the City. As this process takes place, Staff recommends continuing the services of R.F. Dickson an additional year to avoid any disruption of services. The Agreement will terminate on April 8, 2020, and this Amendment No. 1 will extend it through April 8, 2021. Given that the Contract does not include a not-to-exceed amount, no amendment to the Contract is necessary to increase the total compensation under the Contract, however, a budget increase of \$300,000 is necessary to cover the costs of the extension.

Fiscal Impact:

The fiscal impact associated with this Amendment No 1 is \$300,000 (Account No. 100-624-7450 and 100-624-7450.01; PO No. 2018-118).

Recommendation:

It is recommended that the City Council approve Amendment No. 1 to the Street Sweeping Contract to R.F. Dickson Company, Inc.

Exhibit:

- A. Amendment No. 1 to Street Sweeping Contract to R.F. Dickson Company, Inc. dated February 13, 2020

TH/JN/PDJ:jf

EXHIBIT A

Amendment No. 1 to Street Sweeping Contract to R.F. Dickson Company, Inc. dated
February 13, 2020

[Attached]

**AMENDMENT NO. 1
TO STREET SWEEPING CONTRACT
R.F. DICKSON COMPANY, INC.**

This Amendment No. 1 to the Street Sweeping Contract (“Contract”), is made and entered into this 13th day of February, 2020, by and between the City of Industry, a municipal corporation, (“City”) and R.F. Dickson Company, Inc., a California corporation (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about April of 2015, the Contract was entered into and executed between the City and Contractor to provide street sweeping services throughout the City; and

WHEREAS, the Contract is set to expire on April 8, 2020 and an extension is needed through April 8, 2021, while a Request for Qualification is prepared by City; and

WHEREAS, it is also necessary to amend the Contract to add the address for the City’s Attorney; and

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

AMENDMENT

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

TERM OF CONTRACT

The Term of Contract section shall be revised to read in its entirety as follows:

This Contract shall commence on the Effective Date, and shall remain and continue in effect until the tasks described herein are completed, but in no event later than April 8, 2021, unless sooner terminated as hereinafter provided.

NOTICE

The Notice section shall be revised to include the contact information for the City Attorney after the contact information to the City, as follows:

WITH A COPY TO:

James M. Casso, City Attorney
Casso & Sparks, LLP

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

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

“CITY”
CITY OF INDUSTRY

“CONTRACTOR”
R.F. DICKSON COMPANY, INC.

By: _____
Cory Moss, Mayor

By: _____
Terry Roberts, General Manager

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

**EXHIBIT A TO AMENDMENT NO. 1:
CITY OF INDUSTRY STREET SWEEPING CONTRACT
(DATED APRIL 9, 2015)**

**CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

This Street Sweeping Contract ("Contract"), made and entered into this 9th day of April, 2015 ("Effective Date"), by and between the CITY OF INDUSTRY, a municipal corporation, ("CITY"), and R.F. Dickson Company, Inc., address, a corporation, ("CONTRACTOR"). CITY and CONTRACTOR may be collectively referred to as the "Parties".

In consideration of the terms, covenants and conditions hereinafter set forth in this Contract, the Parties hereto do mutually agree as follows:

TERM OF CONTRACT

This Contract shall be for a period of five years commencing on the 9th day of April 2015 and ending on the 8th day of April 2020, unless sooner terminated as hereinafter provided.

SCOPE OF WORK

A. The work to be performed by the CONTRACTOR under this Contract is set forth Exhibit "A" to this Contract ("Contract Work").

B. The Contract Work is further described in the Street Sweeping Schedule attached as Exhibit "B" to this Contract and the Parking Lot Sweeping Schedule attached as Exhibit "C" to this Contract.

C. The CONTRACTOR shall also provide revised sweeping services when requested to do so in writing by the CITY Director of Public Works as referenced in Section 3B of this Contract.

COMPENSATION

A. Contract Work

Subject to Section 3B of this Contract, for all of the services which the CONTRACTOR is obligated to perform under the terms of this Contract ("Contract Work"), the City shall pay to the CONTRACTOR the sum each month as specified in Exhibit D to this Contract, payable on or before the fifteenth day of each month next succeeding the month during which the service was performed, and continuing thereafter during the term of this Contract unless sooner terminated.

B. Revised Work

The City has calculated the street sweeping work to be 215 curb miles and the parking lot work to be 1.84 million square feet. The CONTRACTOR understands and agrees that the City may revise the work ("Revised Work") by adding or subtracting Contract Work for street sweeping and/or parking lot sweeping upon 30 (thirty) calendar days written notice to the CONTRACTOR based upon the following formula as reference in Exhibit D to this Contract:

- (1) Add or subtract street sweeping work on a curb mile basis.

The City will divide the Unit Price submitted by the CONTRACTOR in its response to the Request for Proposals for the Streets work by 215 to determine the per curb mile cost that will be used by the City in calculating additional compensation or a reduction in compensation. For purposes of this Contract and the Exhibits thereto, the term "curb mile" shall mean: (1) raised street curbs; (2) median curbs and (3) painted medians without curbs.

- (2) Add or subtract parking lot work on a square foot basis

The City will divide the Unit Price submitted by the CONTRACTOR in its response to the Request for Proposals for the Parking Lots work by 1.84 million to determine the per square foot cost that will be used by the City in calculating additional compensation or a reduction in compensation.

INCREASES IN COMPENSATION

The Parties recognize that increases in compensation to the CONTRACTOR due to increases in the cost of living are reasonable and foreseeable. It is therefore agreed the above-stated monthly compensation for Contract Work only shall be subject to a percentage adjustment commencing July 1, 2016, and on each July 1 thereafter, in an amount equal to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index July to July".

TRUCKS AND EQUIPMENT

The CONTRACTOR agrees that all labor, material, equipment, supplies and facilities necessary and proper to perform this Contract shall be furnished by CONTRACTOR at its sole cost and expense. Adequate back-up equipment must be available at all times to service the CITY. CONTRACTOR further agrees as follows:

Equipment Standards

All trucks and equipment shall be maintained by the CONTRACTOR in good mechanical condition, be neatly painted, and meet other reasonable standards as may

be established by the Director of Public Works. The trucks' sides and covers shall be so constructed, used and maintained, that debris will not blow, fall or dislodge out of said truck into the street at any time. The bodies of the equipment shall be watertight and equipped with close-fitting metal covers.

Operation of Vehicles

All vehicles shall be operated in conformance with the California Vehicle Code and all other federal, state, county and local laws, regulations and ordinances governing the operation of motor vehicles on public and private streets.

Maintenance

CONTRACTOR shall institute a complete and comprehensive system of preventive maintenance. All vehicles shall be kept lubricated, in good repair, clean and free of odor. The City may conduct an annual inspection, at which time a complete inspection of CONTRACTOR'S vehicles shall be made, at CONTRACTOR'S cost, by CITY or by inspection authorities designated by CITY. CONTRACTOR shall at all times comply with all California State, Los Angeles County and local applicable safety, noise and smog control laws, regulations and ordinances. Should any inspection by the State, County or local authorities disclose safety defects in vehicles being used by CONTRACTOR under this Contract, CONTRACTOR shall be given two weeks' notice by CITY to remedy such defects. In no case shall CONTRACTOR use any vehicle the CITY that is known or should reasonably be known by CONTRACTOR to be unsafe for use. CONTRACTOR further agrees to submit to regular California Highway Patrol inspections as required and to provide the Director of Public Works with all documentation pertaining to the maintenance of its trucks and equipment including inspections thereof by the California Highway Patrol upon request. In addition to an annual inspection, the CITY shall have the right to inspect any truck at any time on reasonable notice.

Environmental Standards

Noise. No noise shall be generated which causes excessive irritation to residents. Noise Levels produced that exceed background (ambient noise), including traffic, by 10 db (A) measured at the nearest residential unit shall be classified as excessive. Vehicles must also conform to standards of the State of California as they relate to noise abatement. Equipment must be updated to eliminate noise as the "state of the art" develops with special devices or methods that can be adapted to existing equipment.

Air Quality and Odors. Any operation or activity which causes the release of air contaminants or foul odors exceeding reasonable standards associated with solid waste collection and recycling shall be abated. The CONTRACTOR shall comply with all applicable laws, rules and regulations, including those promulgated by the South Coast Air Quality Management District (SCAQMD) including, but not limited to,

Rule 1186 attached as Exhibit E to this Contract, as may be amended from time to time.

Release of Hazardous Materials. Any operation or activity, including accidental spills or equipment malfunctions which result in the release of any hazardous substance including, but not limited to, hydraulic fluid, coolant, gasoline or diesel fuel, or oil, shall be immediately contained by the CONTRACTOR to prevent said spill from propagating on the street, in the gutters, or in the storm drain. The CONTRACTOR shall immediately notify the CITY when such event occurs. The CONTRACTOR shall carry at all times, on all trucks used within the city, the proper absorbent materials and equipment necessary to contain such a release. The CONTRACTOR shall, at his sole expense, clean and abate any such release to the satisfaction of the controlling governmental authority.

LIABILITY, INDEMNIFICATION, DUTY TO DEFEND

CONTRACTOR agrees to reimburse, defend and indemnify, and save the CITY, the City Council, its officers and employees free and harmless from any claims, suits or actions brought by any person or persons, including CONTRACTORS' agents or employees, subcontractors or agents or employees thereof, for or on account of any injury or damage sustained because of or arising out of the services performed by CONTRACTOR herein. CONTRACTOR waives, as consideration of this Contract, any right it may have to seek indemnity or other relief against CITY by reason of any judgment against it or payment by it because of any such claim, suit, accident or occurrence.

The provision herein contained requiring CONTRACTOR to defend the CITY, its officers and employees, means and includes the reimbursement to the CITY and all officers and employees thereof, of all costs and expenses incurred by the CITY in investigating or defending any claims filed against the CITY arising out of the performance of this Contract by CONTRACTOR. CONTRACTOR agrees to pay for the defense, or to provide at the option of the CITY, when demanded by the CITY, defense counsel and/or investigators to defend the CITY.

INSURANCE

Prior to the beginning of and throughout the duration of the Contract, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this Contract and which is applicable to a given loss, will be available to CITY.

CONTRACTOR shall provide the following types and amounts of insurance:

Commercial General Liability Insurance.

CONTRACTOR shall use Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$5,000,000 general aggregate, and include property damage (all risk) of no less than \$500,000.

Workers' Compensation

The CONTRACTOR shall use a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

Business Auto Coverage

The CONTRACTOR shall use an ISO Business Auto Coverage form CA 00 01 with a minimum limit of \$5,000,000 per accident, combined single limit. If CONTRACTOR or CONTRACTOR'S employees will use personal autos in any way on this project, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

Excess or Umbrella Liability Insurance (Over Primary)

If Excess or Umbrella Liability is used to meet limit requirements, the CONTRACTOR shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a "drop down" provision with a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to CITY for injury to employees of CONTRACTOR, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of CITY following receipt of proof of insurance as required herein.

Stipulations Regarding Insurance and Indemnity

CONTRACTOR agrees to endorse third party liability coverage required herein to include as additional insureds CITY, its officials, employees and agents, using ISO endorsements CG 20 10 11 85. CONTRACTOR also agrees to require all CONTRACTORS, subcontractors, and anyone else involved in this Contract on behalf of the CONTRACTOR (hereinafter "indemnifying Parties") to comply with these provisions.

CONTRACTOR agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all indemnifying Parties to do likewise.

All insurance coverage maintained or procured by CONTRACTOR or required of others by CONTRACTOR pursuant to this Contract shall be endorsed to delete the subrogation condition as to CITY, or must specifically allow the named insured to waive subrogation prior to a loss.

All coverage types and limits required are subject to approval, modification and additional requirements by the CITY. CONTRACTOR shall not make any reductions in scope or limits of coverage that may affect CITY'S protection without CITY'S prior written consent.

Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance shall be delivered to CITY delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests. Any premium so paid by CITY shall be charged to and promptly paid by CONTRACTOR or deducted from sums due CONTRACTOR.

CONTRACTOR agrees to endorse the insurance provided pursuant to these requirements, to require 30 days' notice to CITY prior to cancellation of such coverage or any material alteration or non-renewal of any such coverage, and to require indemnifying Parties to do likewise.

It is acknowledged by the Parties of this Contract that all insurance coverage required to be provided by CONTRACTOR or indemnifying party, is intended to apply first and on a primary noncontributing basis in relation to any other insurance or self-insurance available to CITY.

CONTRACTOR agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to CITY. If CONTRACTOR'S existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the CITY. The CITY may review options with the CONTRACTOR, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

CONTRACTOR will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this Contract. This obligation applies whether or not the Contract is canceled or terminated for any reason. Termination

of this obligation is not effective until CITY executes a written statement to that effect.

CONTRACTOR'S EMPLOYEES

Uniforms

CONTRACTOR'S employees performing services pursuant to this Contract shall at all times be dressed in clean uniforms with suitable CONTRACTOR and employee identification. Employees shall not remove any portion of their uniform while working. Any uniform selected by CONTRACTOR shall be subject to the approval of the Director of Public Works before being worn by CONTRACTOR'S employees.

Supervision

CONTRACTOR shall provide a competent field supervisor satisfactory to the CITY. The supervisor shall be an employee of the CONTRACTOR and responsible for directing the work. Notices, orders and instructions given by the CITY to the supervisor shall be deemed, for all purposes, as satisfactory notice to the CONTRACTOR.

Character of Employees

If any person employed by CONTRACTOR shall appear to the Director to be incompetent, or to act in a disorderly or improper manner, they shall be removed by CONTRACTOR from any activities on behalf of the CITY under this Contract when so requested by the Director.

Anti-harassment Policy

In conformance with CITY policy, and State and Federal law, the CONTRACTOR shall be responsible to assure that all employees of the CONTRACTOR refrain from any form of harassment of any individual while providing services to the CITY. The prohibition on harassment shall include sexual harassment, and harassment related to an individual's race or ethnicity, religious creed, physical disability, medical condition, marital status, sexual orientation or age. In the event that the CITY receives a complaint or becomes aware of an incident involving harassment, the CONTRACTOR shall immediately investigate the complaint and take steps to assure that such harassment ceases.

Fees And Gratuities

Neither the CONTRACTOR, nor any of its agents or employees, shall request, demand or accept, either directly or indirectly, any compensation or gratuity from any person, firm or corporation for the service described herein, provided within the City of Industry as herein defined, except such compensation as may herein be provided for and permitted.

CONTRACTOR SAFETY PROGRAM

CONTRACTOR shall be solely responsible for the safety of his employees. CONTRACTOR shall develop and maintain an Injury and Illness Protection Program (IIPP) in accordance with the Cal/OSHA requirements contained in the California Code of Regulations, Title 8 Section 3203 (CCR T8 Section 3203), "Injury and Illness Prevention Program." CONTRACTOR shall provide safety, health, and job skills training so as to provide a safe and healthful workplace, and meet all applicable Cal/OSHA requirements. CONTRACTOR shall maintain all OSHA 300 logs and records, and have them available for inspection.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that CONTRACTOR has been retained as an independent CONTRACTOR as distinguished from any employee or agent of the CITY to perform the aforementioned services. CONTRACTOR acknowledges the independent CONTRACTOR relationship, and releases the CITY from any liability or obligation to make deductions or withholdings in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of CONTRACTOR shall have any CITY status or benefits, including health, retirement or workers' compensation benefits.

It is understood and agreed between the Parties hereto that the CITY shall have no control over said officers, agents, and employees, or the equipment, machinery or trucks hired or used by the CONTRACTOR in the performance of this Contract, other than that control necessary to ensure this Contract is performed in accordance with the terms and provisions thereof, and Chapter 3 of Article V of the Code. CONTRACTOR acknowledges its independent CONTRACTOR status in performing said services, and assumes the risks to itself, all agents, employees and subcontractors, and their agents and employees, of personal injury or death, and all risks of property damage or loss of any property arising out of the performance of said services by and on behalf of the City of Industry, or arising out of the work-site, the place of work, or the duties bestowed upon the CONTRACTOR pursuant to this Contract, and does hereby release the CITY, its officers and personnel from any liability to the CONTRACTOR, its officers, agents, employees, subcontractors or agents or employees thereof, for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore. In respect to any liability, claims or suits that might arise because of any property damage or loss of property, personal injury or death arising out of the foregoing, CONTRACTOR shall defend the City of Industry and hold the CITY free and harmless from liability thereon.

NON-DISCRIMINATION

In connection with the performance of this Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin or because an otherwise qualified person is handicapped. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated, during their employment, without regard to their race, religion,

Any Party may change its notice information by giving notice to the other Party in compliance with this section.

TERMINATION.

CITY may terminate this Contract, with or without cause, at any time by giving 30 days written Notice of termination to CONTRACTOR.

CONTRACTOR acknowledges CITY's rights to terminate this Contract as provided in this Section, and hereby waives any and all claims for damages that might otherwise arise from CITY's termination of this Contract.

GENERAL PROVISIONS.

Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

Assignment. CONTRACTOR may not assign this Contract without the prior written consent of CITY, which consent may be withheld in the City's sole discretion since the experience and qualifications of CONTRACTOR were material considerations for this Contract.

Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between CONTRACTOR and CITY prior to the execution of this Contract.

Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by CONTRACTOR and by the City Council or City Manager, as applicable: The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by CITY of any Work performed by CONTRACTOR will not constitute a waiver of any of the provisions of this Contract.

Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the

opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

Venue. In the event of litigation between the Parties, venue in state trial courts will be in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

THE AUTHORIZED REPRESENTATIVES of the Parties have caused this Contract to be executed as of the Effective Date.

CONTRACTOR.

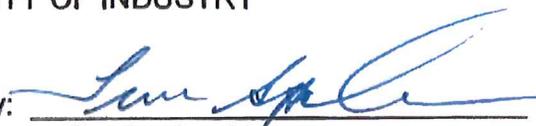
By:  _____
Signature

Print Name: Terry Roberts

Print Title: General Manager

CITY OF INDUSTRY

ATTEST

By:  _____
Tim Spohn, Mayor

 _____

**EXHIBIT A TO CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

CONTRACT WORK (1 Sheet)

**EXHIBIT A TO CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

CONTRACT WORK

The Contract Work shall include all the provisions of the Contract and all Exhibits thereto. In addition, the Contract Work shall include the following:

1. Truck sweepers shall not be more the 5 (five) years old or such other age as mutually agreed upon in writing by the CITY and CONTRACTOR.
2. Truck sweepers shall be alternative fuel compliant
3. Debris collected shall be delivered to Grand Central Material Recovery Facility
4. Water:
 - A. The CITY will be invoiced and will pay the water usage fees with no charge to the CONTRACTOR.
 - B. For the easterly half of the CITY, the CITY has made arrangements for the CONTRACTOR to attach to any fire hydrant in the Walnut Valley Water District system without the need for a meter.
 - C. For the westerly half of the CITY, the CITY has made arrangements for the CONTRACTOR to use a fire hydrant meter provided by the La Puente Valley Water District Walnut Valley Water District to connect to any fire hydrant in that District's system.
5. All streets and parking lots listed in the Schedules attached as Exhibits B and C to this Contract will be swept once a week on the days designated in these Schedules.
6. All sweeping work for streets and parking lots shall include sweeping all of the following as shown in Exhibits B and C: (1) raised curbs; (2) median curbs and (3) painted medians without curbs.

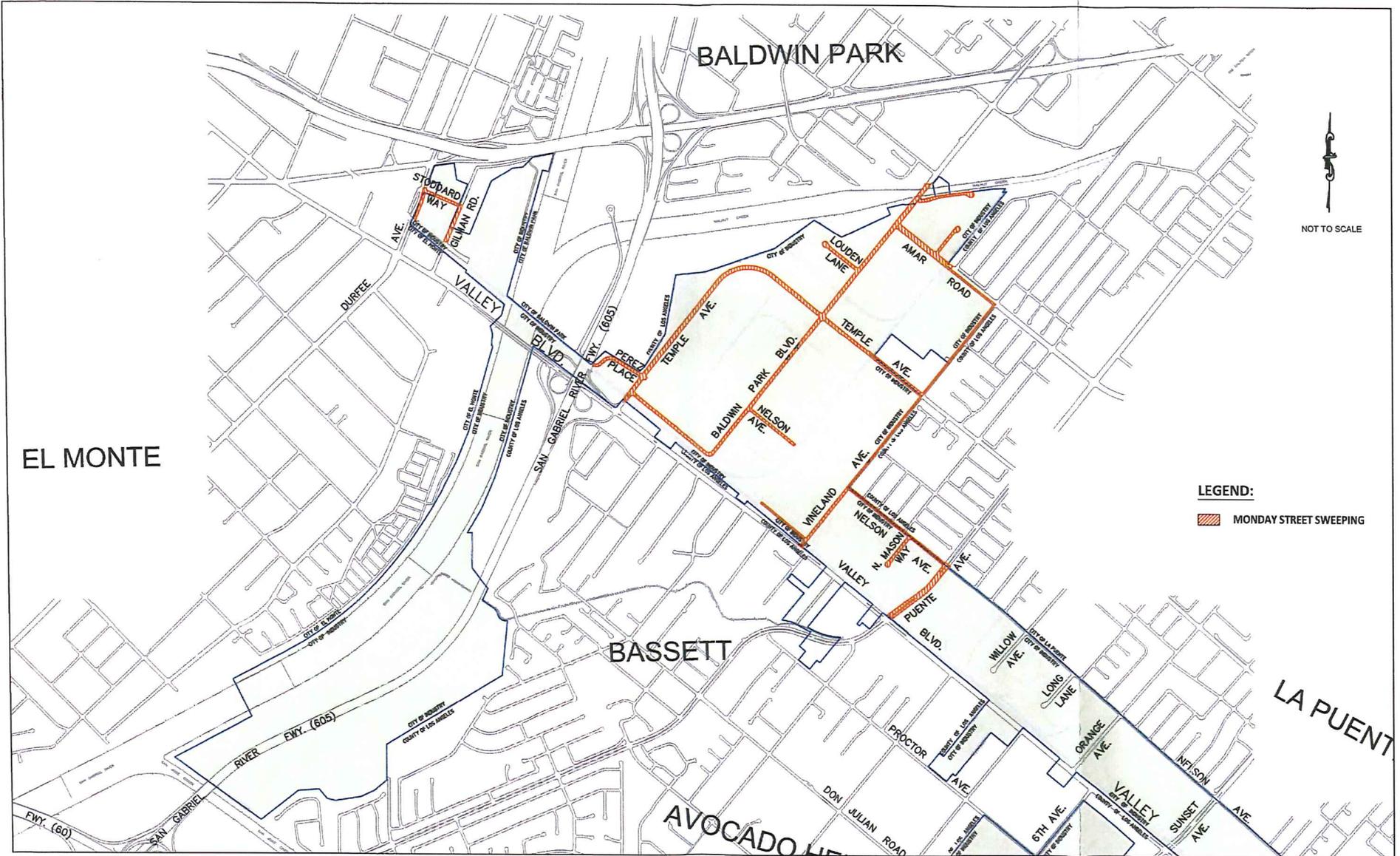
**EXHIBIT B TO CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

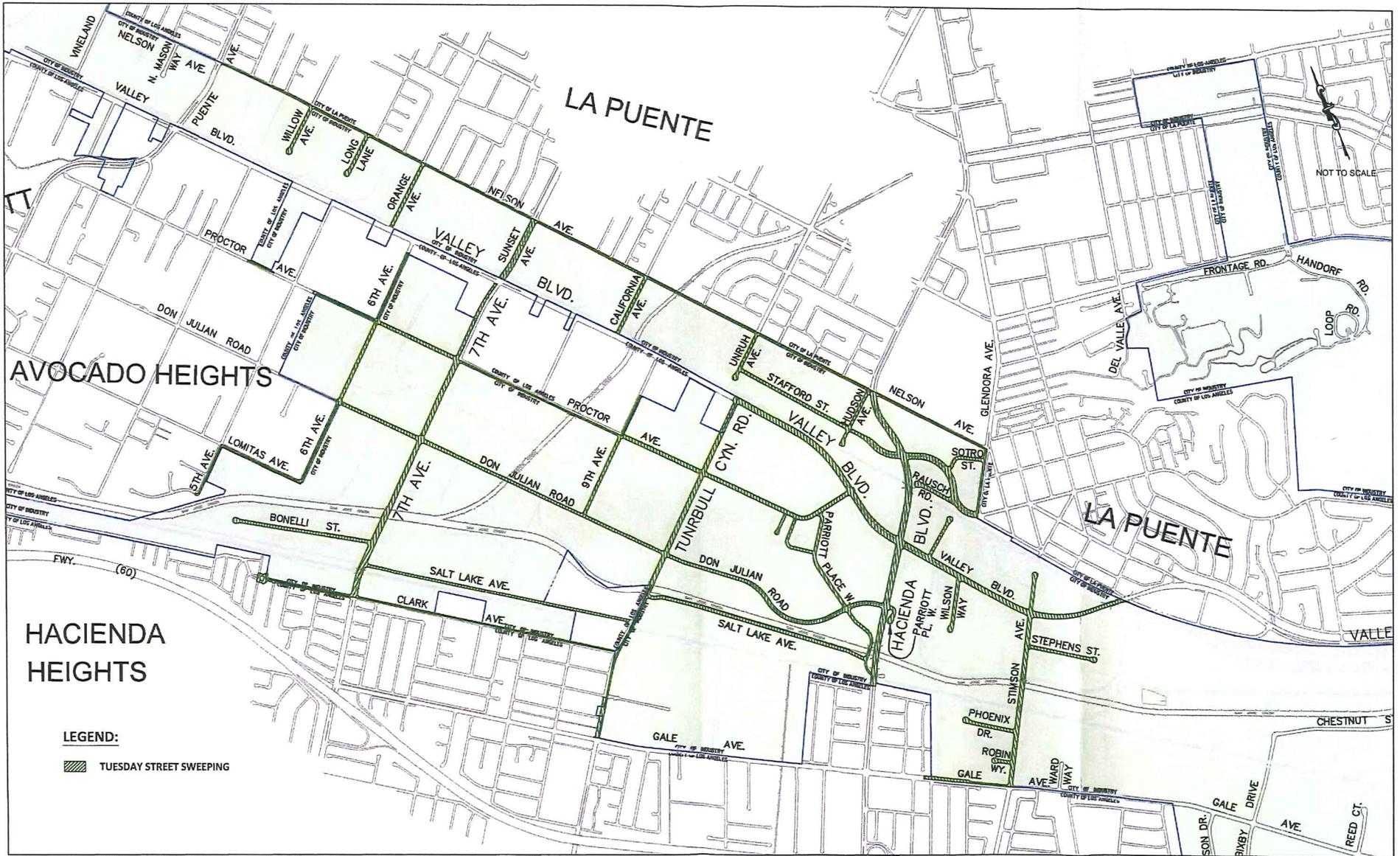
STREET SWEEPING SCHEDULE - (7 Sheets)

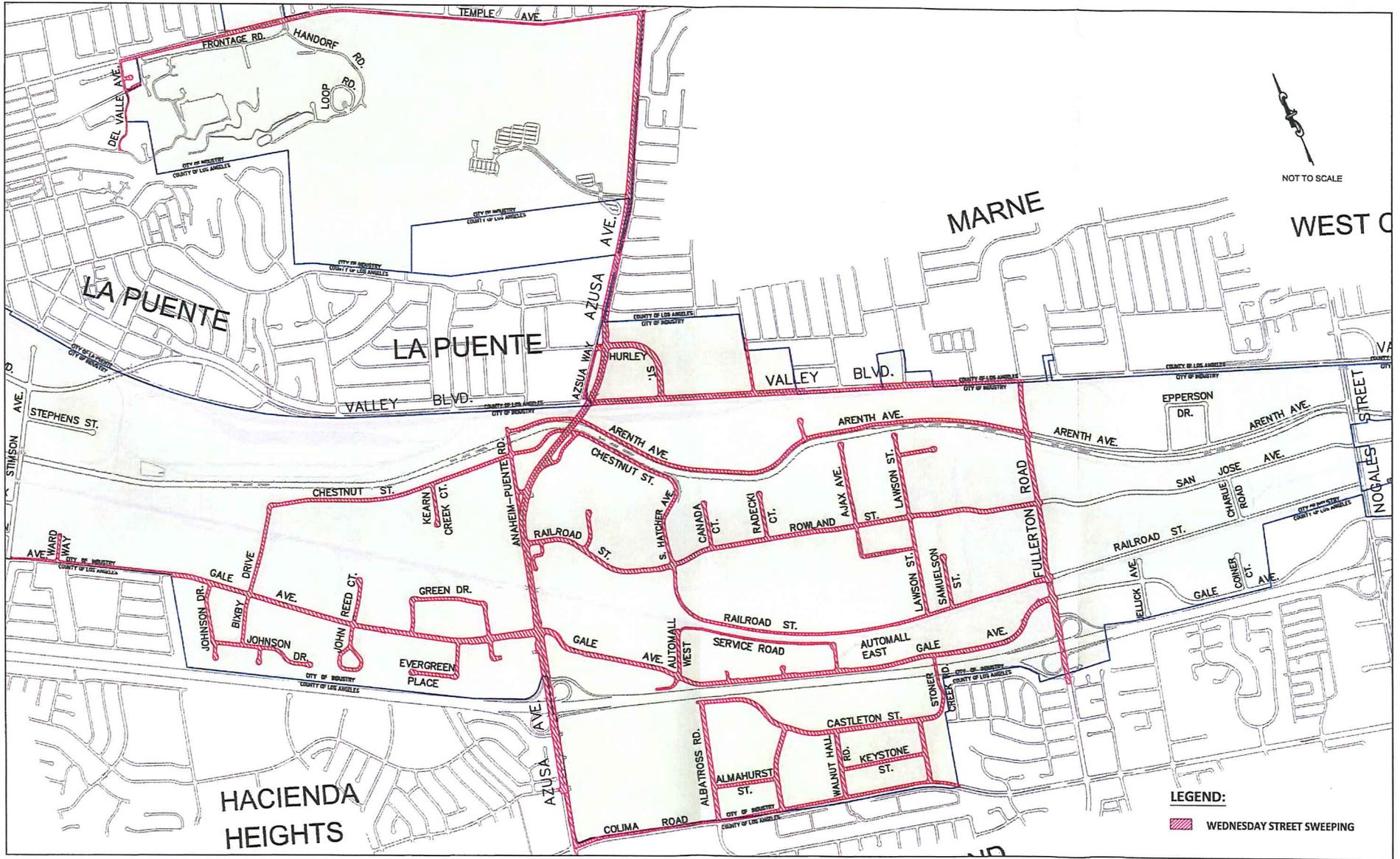
CITY OF INDUSTRY STREET SWEEPING SCHEDULE



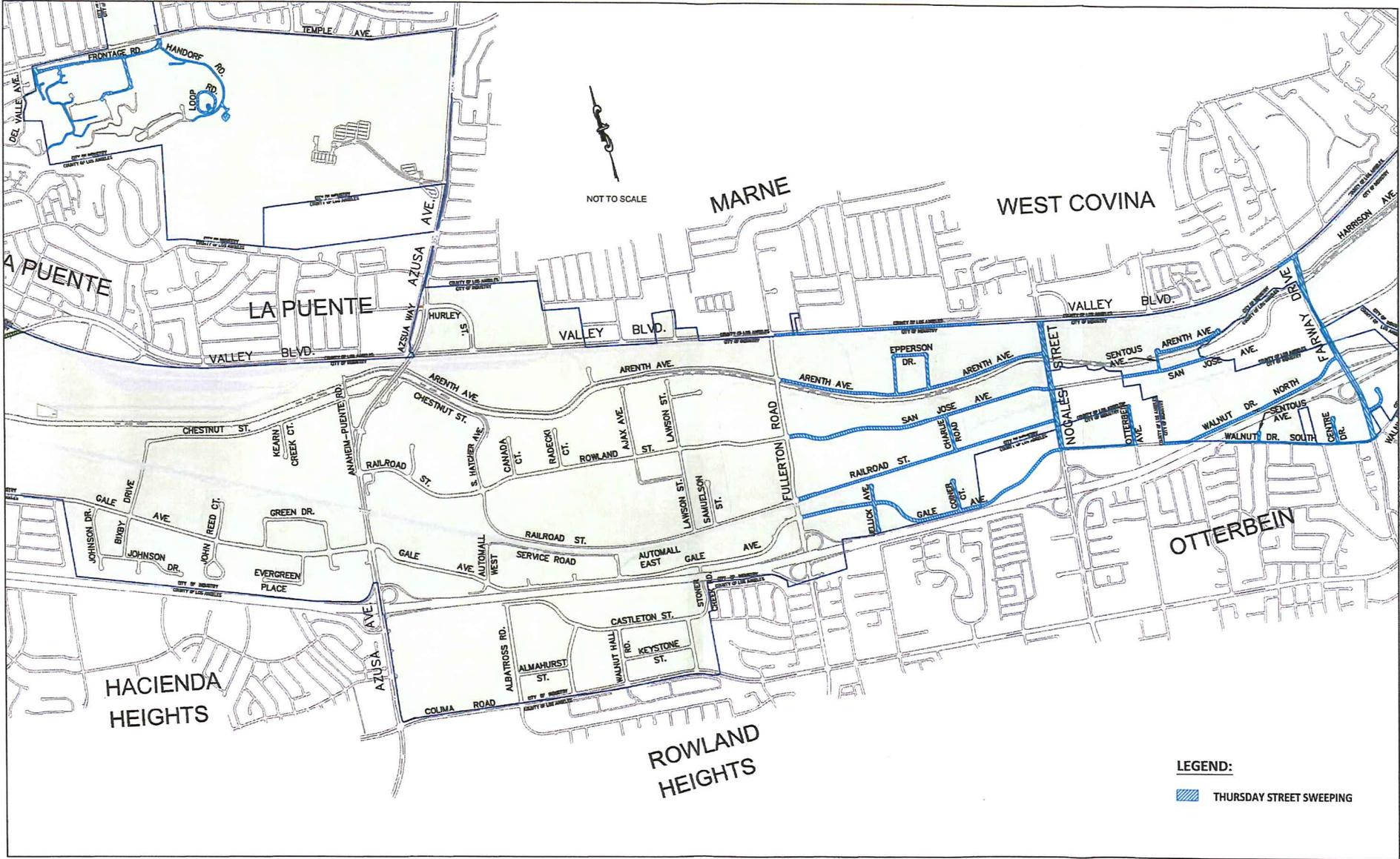
- LEGEND:**
- MONDAY STREET SWEEPING
 - TUESDAY STREET SWEEPING
 - WEDNESDAY STREET SWEEPING
 - THURSDAY STREET SWEEPING
 - FRIDAY STREET SWEEPING

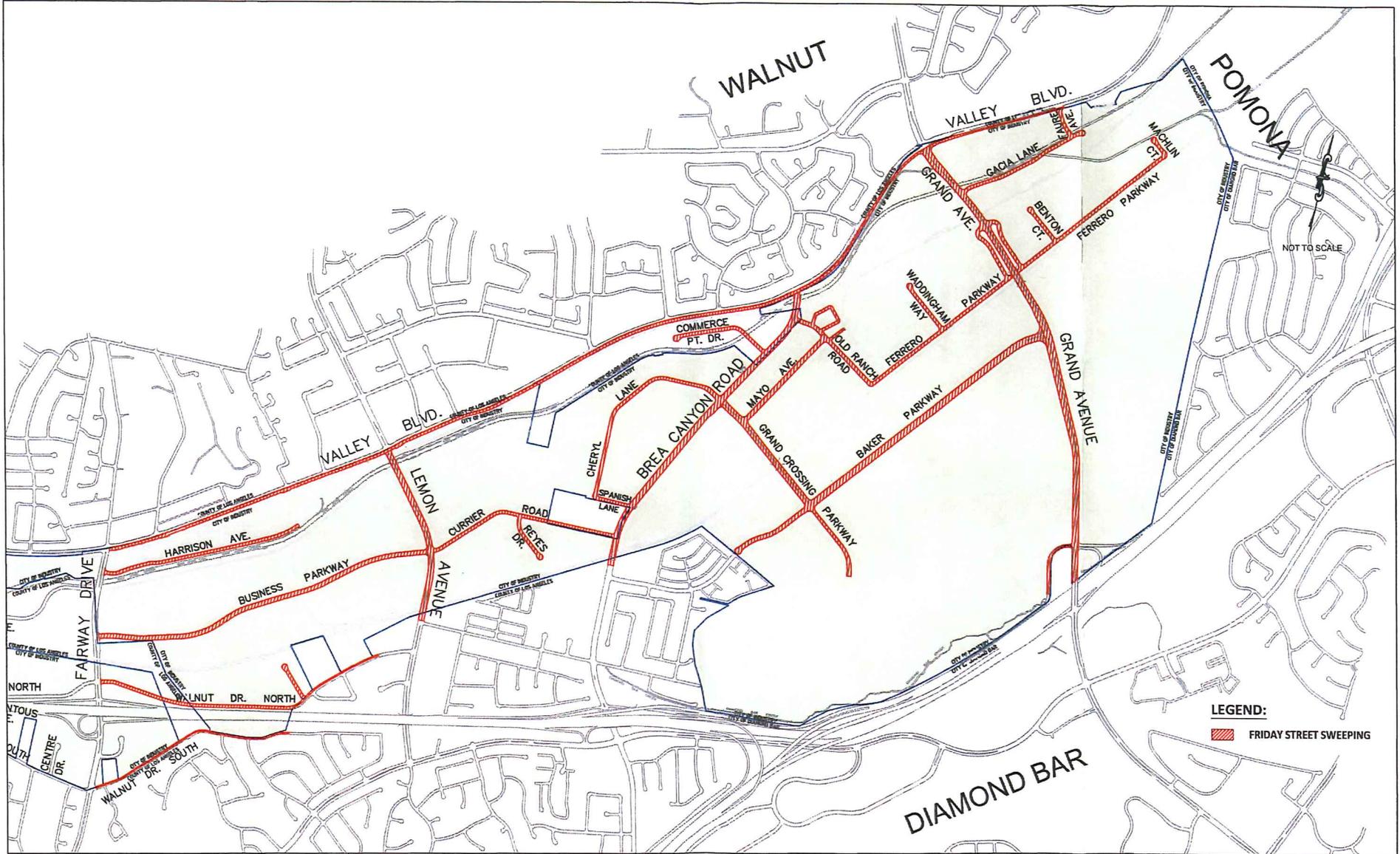






LEGEND:
 WEDNESDAY STREET SWEEPING



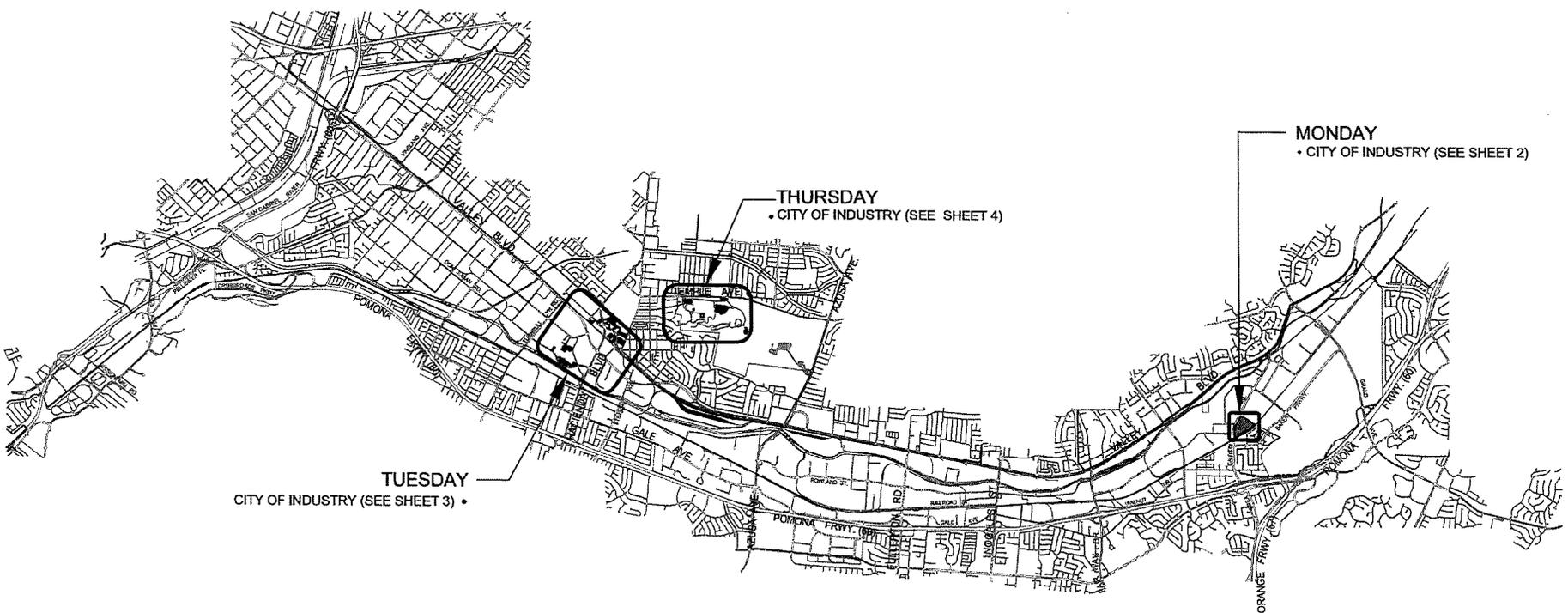


**EXHIBIT C TO CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

PARKING LOT SWEEPING SCHEDULE - (4 Sheets)

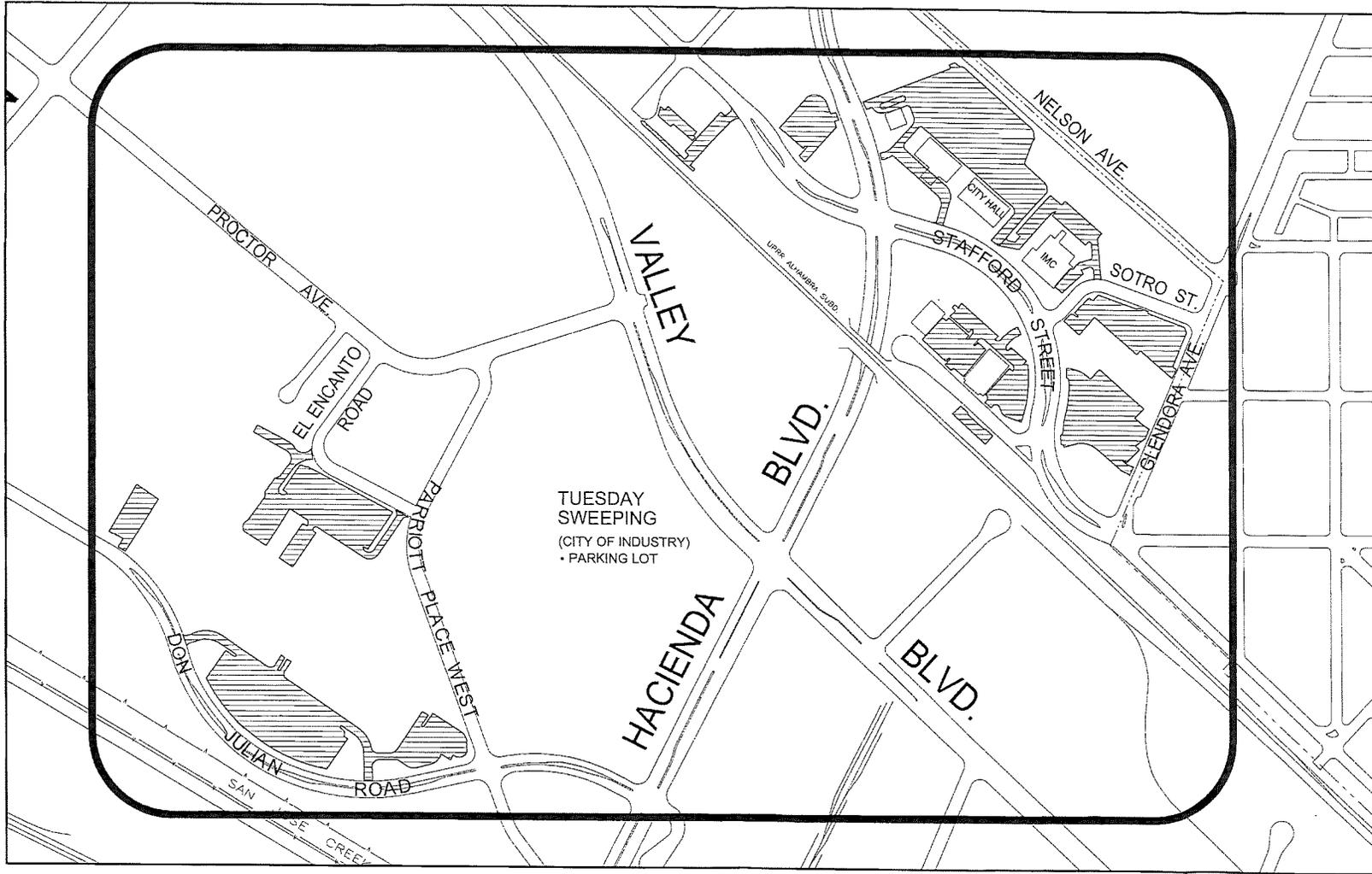
CITY OF INDUSTRY

PARKING LOT SWEEPING SCHEDULE



CITY OF INDUSTRY, CITY OF INDUSTRIAL STREET, PHOTOGRAPHY, LITHOGRAPHY, PRINTING, AND OTHER SERVICES ARE AVAILABLE TO THE PUBLIC THROUGH THE CITY OF INDUSTRY.

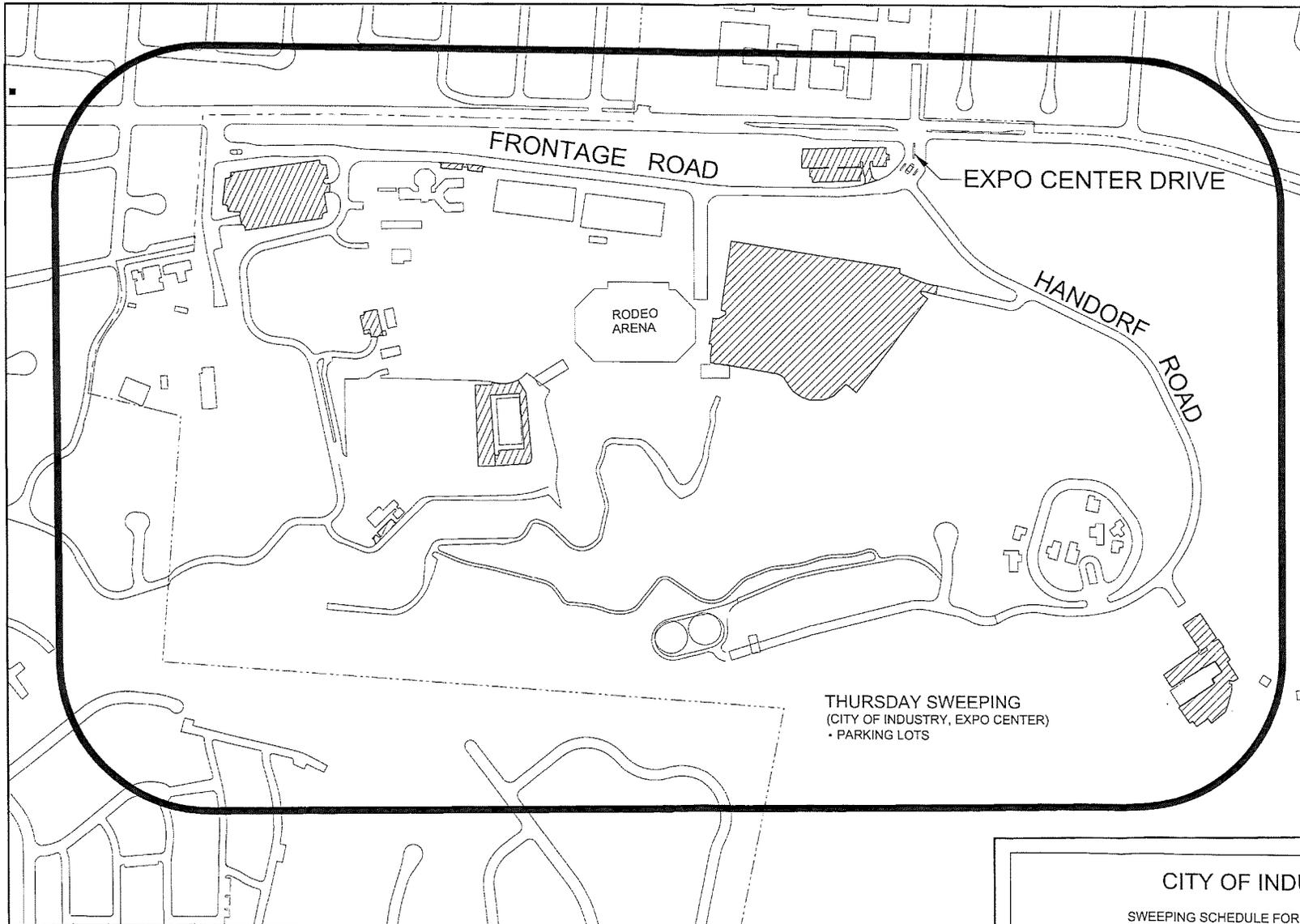
PROPERTY OF CITY OF INDUSTRY STREET INFORMATION SUBJECT TO CHANGE. INFORMATION SUBJECT TO CHANGE. INFORMATION SUBJECT TO CHANGE. INFORMATION SUBJECT TO CHANGE. INFORMATION SUBJECT TO CHANGE.



TUESDAY SWEEPING
 (CITY OF INDUSTRY)
 • PARKING LOT

NOT TO SCALE

CITY OF INDUSTRY
 PARKING LOT SWEEPING SCHEDULE



NOT TO SCALE

THURSDAY SWEEPING
(CITY OF INDUSTRY, EXPO CENTER)
• PARKING LOTS

CITY OF INDUSTRY
SWEEPING SCHEDULE FOR PARKING LOTS

**EXHIBIT D TO CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

COMPENSATION

1. Contract Work

Compensation for Contract Work shall be in the following amounts:

- A. Street Sweeping: The sum of \$14,897.40 (fourteen thousand eight hundred ninety seven dollars and forty cents) per month
- B. Parking Lot Sweeping: The sum of \$1,898.20 (one thousand eight hundred ninety eight dollars and twenty cents) per month

2. Revised Work

The City has calculated the street sweeping work to be 215 curb miles and the parking lot work to be 1.84 million square feet. The CONTRACTOR understands and agrees that the City may revise the work ("Revised Work") by adding or subtracting Contract Work for street sweeping and or parking lot sweeping upon 30 (thirty) calendar days written notice to the CONTRACTOR based upon the following formula:

- 1. Add or subtract street sweeping work on a curb mile basis.

The City will divide the Unit Price submitted by the CONTRACTOR as stated above for the Streets work by 215 to determine the per curb mile cost that will be used by the City in calculating additional compensation or a reduction in compensation. For purposes of this Contract and the Exhibits thereto, the term "curb mile" shall mean: (1) raised street curbs; (2) median curbs and (3) painted medians without curbs.

- 2. Add or subtract parking lot work on a square foot basis

The City will divide the Unit Price submitted by the CONTRACTOR as stated above for the Parking Lots work by 1.84 million to determine the per square foot cost that will be used by the City in calculating additional compensation or a reduction in compensation.

**EXHIBIT E TO CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

**RULE 1186 & 1186.1 OF THE SOUTH COAST AIR
QUALITY MANAGEMENT DISTRICT**

(Adopted February 14, 1997)(Amended December 11, 1998)
(Amended September 10, 1999)(Amended April 2, 2004)
(Amended July 11, 2008)

**RULE 1186. PM₁₀ EMISSIONS FROM PAVED AND UNPAVED ROADS,
AND LIVESTOCK OPERATIONS**

(a) Purpose

The purpose of this rule is to reduce the amount of particulate matter entrained in the ambient air as a result of vehicular travel on paved and unpaved public roads, and at livestock operations.

(b) Applicability

The provisions of this rule shall apply to specified land uses and activities conducted within the South Coast Air Quality Management District which result in fugitive dust.

(c) Definitions

(1) AVERAGE DAILY TRIPS (ADT) means the average number of vehicles that cross a given surface during a specified 24-hour time period as determined by the most recent Institute of Transportation Engineers trip generation manual, tube counts, or observations.

(2) CERTIFIED STREET SWEEPER is a sweeper that has been certified by the District as meeting the Rule 1186 sweeper certification procedures and requirements for PM₁₀-efficient sweepers.

(3) CHEMICAL STABILIZERS mean any non-toxic chemical dust suppressant which must not be used if prohibited for use by the Regional Water Quality Control Boards, the California Air Resources Board, the U.S. Environmental Protection Agency (U.S. EPA), or any applicable law, rule or regulation. The chemical stabilizers shall meet any specifications, criteria, or tests required by any federal, state, or local water agency. Unless otherwise indicated, the use of a non-toxic chemical stabilizer shall be of sufficient concentration and application frequency to maintain a stabilized surface.

(4) CHEMICAL STABILIZATION means a method of dust control implemented by a person to mitigate fugitive dust and corresponding PM₁₀ emissions which involves the use of non-toxic chemical stabilizers in sufficient quantities to maintain a stabilized surface.

- (5) CONTRACT DATE is the date the contract has been signed by both parties but no earlier than 6 months before sweeping begins. Renewals of sweeping contracts are considered new contracts.
- (6) DISTRICT'S TEST PROTOCOL: RULE 1186 CERTIFIED STREET SWEEPER COMPLIANCE TESTING means the reference test method contained in Appendix A, or hereafter approved by the Executive Officer and the U.S. Environmental Protection Agency to be an equivalent method.
- (7) DUST SUPPRESSANTS are water, hygroscopic materials, or non-toxic chemical stabilizers used as a treatment material to reduce fugitive dust emissions.
- (8) ESSENTIAL PUBLIC SERVICES are sewage treatment facilities, prisons, police facilities, fire fighting facilities, schools, hospitals, landfills, and water delivery operations.
- (9) FEED LANE ACCESS AREAS are roads providing access from the feed preparation areas to and including feed lane areas at a livestock operation. These access roads are typically used to distribute feed from feed trucks to the animals.
- (10) FUGITIVE DUST means any solid particulate matter that becomes airborne, other than that emitted from an exhaust stack, directly or indirectly as a result of the activities of man.
- (11) INDEPENDENT TESTING FACILITY (OR LABORATORY) means a testing facility that meets the requirements of District Rule 304, subdivision (k) and is approved by the District to conduct certification testing under the District's Test Protocol: RULE 1186 Certified Street Sweeper Compliance Testing.
- (12) LIVESTOCK OPERATIONS means any operation directly related to the raising of more than 50 animals for the primary purpose of making a profit or for a livelihood.
- (13) OWNER/OPERATOR is any person who owns, leases, or operates a land use or activity subject to the requirements of this rule.
- (14) PAVED ROAD means a public or private improved street, highway, alley, public way, or easement that is covered by typical roadway materials, but excluding access roadways that connect a facility with a public paved roadway and are not open to through traffic. Public paved roads are those open to public access and that are owned by any federal, state, county,

municipal or any other governmental or quasi-governmental agencies. Private paved roads are any paved roads not defined as public.

- (15) PM₁₀ is particulate matter with an aerodynamic diameter smaller than or equal to 10 microns as measured by the applicable State and Federal reference test methods.
- (16) PURCHASE OR LEASE DATE is the date the purchase or lease contract for delivery of sweeping equipment has been signed by both parties. Renewals of leasing contracts are considered new leases.
- (17) ROUTINE STREET SWEEPING is street sweeping performed by local governments or their contractors at least once every three months for a given paved road.
- (18) SOUTH COAST AIR BASIN means the non-desert portions of Los Angeles, Riverside, and San Bernardino counties and all of Orange County as defined in California Code of Regulations, Title 17, Section 60104. The area is bounded on the west by the Pacific Ocean, on the north and east by the San Gabriel, San Bernardino, and San Jacinto Mountains, and on the south by the San Diego county line.
- (19) STABILIZED SURFACE means any previously disturbed surface area or open storage pile which, through the application of dust suppressants, shows visual or other evidence of surface crusting and is resistant to wind-driven fugitive dust.
- (20) STREET CLEANING means the removal of post-event visible roadway accumulations using street sweeping equipment, front end loaders, haul vehicles, manual shoveling, street flushing, or any other methods determined effective by the responsible agency.
- (21) TYPICAL ROADWAY MATERIALS means concrete, asphaltic concrete, recycled asphalt, asphalt or any other material of equivalent performance as determined by the Executive Officer, the California Air Resources Board, and the U.S. EPA.
- (22) UNPAVED ACCESS CONNECTIONS means any unpaved road connection with a paved public road.
- (23) UNPAVED ALLEY means any roadway not exceeding 25 feet in width, which is primarily used for access to the rear or side entrances of abutting property, and that is not covered by typical roadway materials.
- (24) UNPAVED ROADS are any unsealed or unpaved roads, equipment paths, or travel ways that are not covered by typical roadway materials. Public

unpaved roads are any unpaved roadway owned by federal, state, county, municipal or other governmental or quasi-governmental agencies. Private unpaved roads are all unpaved roadways not defined as public. This definition excludes horse trails, hiking paths, bicycle paths, or other similar pathways used exclusively for purposes other than travel by motorized vehicles.

- (25) **VISIBLE ROADWAY ACCUMULATIONS** means the deposit of particulate matter onto paved roads as a result of wind or water erosion, haul vehicle spillage, or any other event excluding vehicular track-out, which results in the accumulation of visible roadway dust covering a contiguous area in excess of 200 square feet.
- (26) **WIND-DRIVEN FUGITIVE DUST** means visible emissions from any disturbed surface area which is generated by wind action alone.

(d) Requirements

Paved Roads

- (1) Any owner or operator of a paved public road on which there is visible roadway accumulations shall begin removal of such material through street cleaning within 72 hours of any notification of the accumulation and shall completely remove such material as soon as feasible. If removal cannot be completed within 10 days of notification, the owner/operator shall notify the Executive Officer and provide information on the location of the accumulation(s) and estimated removal completion date.
- (2) Any government or government agency which contracts to acquire street sweeping equipment or street sweeping services for routine street sweeping on public roads that it owns and/or maintains, shall acquire or use only certified street sweeping equipment.
- (3) Any government or government agency subject to the requirements of paragraph (d)(2) and/or its contractors shall operate and maintain the certified street sweeping equipment in accordance with the manufacturer's specifications. The use of parts determined by the Executive Officer to be substantially similar under the provisions of paragraph (f)(4) shall not be deemed a violation of this subparagraph.
- (4) Beginning January 1, 2006, any owner or operator of a public or private paved road shall construct, or require to be constructed, all new or widened paved roads in accordance with the American Association of

State Highway and Transportation Officials (AASHTO) guidelines or the applicable equivalent locally adopted guidelines for curbing, width of shoulders, and medians as specified below:

- (A) New construction or widening of paved roads with projected average daily trips of 500 vehicles or more shall be constructed with curbs or as an alternative paved outside shoulders using typical roadway materials and having the following minimum widths:

Average Daily Trips	Minimum Shoulder Width
500 - 3,000	4 feet
3,000 or greater	8 feet

- (B) New construction or widening of paved roads with medians and projected average daily trips of 500 vehicles or more shall pave the median area with typical roadway materials unless:
- (i) the speed limits are set at or below 45 miles per hour; or
 - (ii) the medians are landscaped and maintained with grass or other vegetative ground cover and are surrounded by curbing; or
 - (iii) the medians are treated with chemical stabilizers in sufficient quantity and frequency to establish a stabilized surface and are surrounded by curbing.

Unpaved Roads

- (5) Any owner or operator of an unpaved public road in the South Coast Air Basin shall annually treat unpaved roads that have greater than the average ADT of all unpaved roads in its jurisdiction (as determined by the owner/operator) beginning January 1, 1998 and each of the 8 calendar years thereafter by either:
- (A) Paving at least 1 mile of such roads using typical roadway materials; or
 - (B) Applying chemical stabilization to 2 miles of such roads in sufficient quantities to maintain a stabilized surface; or
 - (C) Taking one or more of the following actions on 3 miles of such roads:
 - (i) Installing signage at 1/4 mile intervals that prohibits vehicular speeds in excess of 15 miles per hour

(mph) as authorized by California Vehicle Code section 22365 and/or

- (ii) Installing speed control devices (e.g., speed bumps) every 500 feet and/or
- (iii) Maintaining the roadway in such a manner that inhibits vehicular speeds in excess of 15 mph.

(Note: Treatment in excess of the annual requirement can be credited toward future year requirements.)

Livestock Operations

- (6) Any owner or operator of a livestock operation shall cease all hay grinding activities between 2:00 and 5:00 p.m. each day, if visible emissions extend more than 50 feet from a hay grinding source.
- (7) Any owner or operator of a livestock operation shall treat all unpaved access connections and unpaved feed lane access areas with either pavement, gravel (maintained to a depth of four inches), or asphaltic road-base no later than January 1, 1998.

(e) Street Sweeper Testing and Certification Procedures

- (1) Any manufacturer seeking certification of street sweeping equipment as a certified street sweeper shall utilize the following procedures;
 - (A) The manufacturer shall submit a signed and dated certification request to the Executive Officer, and attest to the accuracy of all statements therein, that shall include:
 - (i) the name and address of the manufacturer, the brand name, the model number, and a complete description of the sweeper's dust collection and suppression system by submitting all of the information in paragraph (f)(2); and
 - (ii) confirmation that the specific sweeper configuration to be certified has been tested in accordance with District's Test Protocol: Rule 1186 Certified Street Sweeper Compliance Testing by an independent test facility or laboratory, and that test results demonstrate that the sweeper meets the Rule 1186 sweeper certification limits specified in paragraph (e)(2).

- (B) Manufacturers of certified street sweeping equipment may submit a certification request for additional equipment that has substantially similar material collection and dust suppression system(s) as equipment that was certified under the provisions of paragraph (e)(2), by providing the information specified in clause (e)(1)(A)(i). If the Executive Officer determines that the information submitted by the manufacturers in support of an equivalency determination and previous certification test results are sufficient to certify the additional equipment, the Executive Officer will approve the request.
- (2) The Executive Officer will certify street sweeping equipment provided such equipment meets the following conditions based on a single certification test:
 - (A) The pick-up efficiency, as defined in the District's Test Protocol: Rule 1186 Certified Street Sweeper Compliance Testing, is greater or equal to 80 percent; and
 - (B) The normalized mass of entrained PM₁₀, as defined by District's Test Protocol: Rule 1186 Certified Street Sweeper Compliance Testing, is less than or equal to 200 mg/m.
- (f) Street Sweeper Performance Characteristics
 - (1) Any manufacturer of a street sweeper that has previously been certified under the provisions of subdivision (e) shall, no later than November 11, 2008, submit to the Executive Officer a complete description of the dust collection and suppression systems of the equipment as configured during the certification testing or as otherwise certified under the provisions of subparagraph (e)(1)(B).
 - (2) The description of the dust collection and suppression systems required under paragraph (f)(1) shall, at a minimum, consist of the following:
 - (A) Dust collection
 - (i) Gutter broom
 - (I) material composition;
 - (II) bristle count and weight;
 - (III) tensile strength expressed as pounds per square inch (PSI); and
 - (IV) dimensions including length, thickness, and width.

- (ii) Main pickup broom (if part of the original certified street sweeper)
 - (I) material composition and pounds of fiber per broom;
 - (II) tensile strength expressed as PSI; and
 - (III) dimensions including length, thickness, and width.
 - (iii) Blower/Vacuum system (if part of the original certified street sweeper)
 - (I) horsepower; and
 - (II) drive type.
- (B) Dust suppression
 - (i) Water suppression
 - (I) schematic drawing showing water nozzle locations and orifice nozzle sizes; and
 - (II) minimum system relief valve setting for water pump expressed as pounds per square inch (PSI).
 - (ii) Filter-based suppression
 - (I) filter media type and surface area; and
 - (II) filtration cleansing system, including mechanism and frequency.
- (3) Any manufacturer of street sweeping equipment shall notify the Executive Officer through submission of a plan regarding any change to a part specification or part supplier submitted pursuant to paragraph (f)(2). Street sweeping manufacturers shall be required to submit sufficient specifications and other data as determined by the Executive Officer to demonstrate that the equipment performance has not been affected by the change of a part specification or part supplier prior to the continued distribution of equipment as a certified street sweeper. In the event the Executive Officer determines that the certification of performance is not maintained, the manufacturer shall lose equipment certification for the specific street sweeper.
- (4) Any street sweeper parts supplier may sell parts to an entity required to procure certified street sweeping equipment provided that:
 - (A) such parts were installed on equipment that was certified under the provisions of subdivision (e). Documentation that a given part was

on a street sweeper during certification testing must be submitted to the Executive Officer as a plan and must include the following:

- (i) Invoices from the parts supplier to the manufacturer, or
- (ii) Contractual agreements between the parts supplier to the manufacturer, or
- (iii) Any other documentation that the Executive Officers deems sufficient to demonstrate that a given part was on a piece of equipment that was previously certified; or

(B) the supplier submits a plan that demonstrates to the satisfaction of the Executive Officer that the replacement part is substantially similar to the original equipment manufacturer part.

(5) Any person subject to the plan submittal requirements under paragraphs (f)(3) or (f)(4) shall be assessed applicable filing and evaluation fees pursuant to Rule 306 (Plan Fees).

(6) Any plan submitted under the requirements under paragraphs (f)(3) or (f)(4) shall be either approved, conditionally approved or disapproved in writing by the Executive Officer within 120 days of the receipt of a complete plan.

(g) Recordkeeping

(1) Any person subject to paragraph (d)(3) shall maintain operational and maintenance records demonstrating compliance with paragraph (d)(3). Such records for the previous two years of operation (or total period of operation, if less than two years) must be made available to the Executive Officer upon request.

(2) Any person subject to paragraph (d)(5) shall maintain records that document compliance with the requirements specified in paragraph (d)(5). Such records must be updated annually and must be made available to the Executive Officer upon request.

(h) Exemptions

(1) The provisions of this rule shall not apply to essential public services that are in compliance with District Rule 403 (Fugitive Dust).

(2) The provisions of paragraph (d)(1) shall not apply to:

- (A) visible roadway accumulations that occur on roads with fewer than 500 average daily trips.

- (B) paved roads that have been closed until such time that the road is again opened to vehicular activity.
 - (C) events of such magnitude that a State of Emergency has been declared by the Governor, provided that removal of visible roadway accumulations associated with such events are initiated and completed as soon as feasible.
- (3) The provisions of paragraph (d)(5) shall not apply to:
- (A) any unpaved road 3,000 feet above mean sea level with fewer than 500 ADT.
 - (B) any unpaved road used for emergency fire or flood protection or emergency maintenance of essential service utilities to provide electricity, natural gas, telephone, water, and sewer.
 - (C) any unpaved public road where public access is prohibited.
 - (D) any unpaved alley.
 - (E) any government agency if it:
 - (i) notifies the Executive Officer that it has less than 5 miles of unpaved road mileage and implements once at least one of the control strategies identified in either subparagraph (d)(5)(A) or (d)(5)(B) or (d)(5)(C) on the unpaved road mileage with greater than the average ADT (as determined by the owner/operator) by January 1, 2000; or
 - (ii) notifies the Executive Officer that it has more than 5 but less than 10 miles of unpaved road mileage and implements at least one of the control strategies identified in either subparagraph (d)(5)(A) or (d)(5)(B) or (d)(5)(C) on unpaved roads with greater than the average ADT (as determined by the owner/operator) in each three year period beginning January 1, 1998 (with final treatments completed by December 31, 2005); or
 - (iii) notifies the Executive Officer that all of its remaining unpaved roads have 20 ADT or less (as determined by the owner/operator).
- (4) The provisions of paragraphs (d)(6) and (d)(7) shall not apply to livestock operations whose contiguous bounded areas do not exceed ten acres.
- (5) The provisions of subparagraph (d)(4)(A) shall not apply to unpaved road shoulders provided that the area extending eight feet from the outside edge

of the pavement is landscaped and maintained with grass or other vegetative ground cover.

(i) Alternative Control Options

In lieu of complying with the provisions of paragraphs (d)(5) and (d)(7), a person may submit for approval by the Executive Officer and the U.S. Environmental Protection Agency a plan for achieving equivalent emissions reductions through alternative control measures.

(Adopted August 18, 2000)(Amended June 4, 2004)
(Amended September 9, 2005)(Amended May 5, 2006)
(Amended June 6, 2008)(Amended January 9, 2009)

RULE 1186.1. LESS-POLLUTING SWEEPERS

(a) Purpose

To reduce air toxic and criteria pollutant emissions, this rule requires certain public and private sweeper fleet operators to acquire and operate alternative-fuel or otherwise less-polluting sweepers when purchasing or leasing these vehicles for sweeping operations undertaken by or for governments or governmental agencies in the jurisdiction of the South Coast Air Quality Management District (District).

(b) Applicability

(1) This rule applies to any federal, state, county, city or governmental department or agency, any special district such as water, air, sanitation, transit, and school districts, or private individual firm, association, franchise, contractor, user or owner who provides sweeping services to a governmental agency that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, but excluding those vehicles exempt as defined by Rule 1191 paragraph (f)(1).

(2) Sweepers having a gross vehicle weight of 14,000 pounds or more are subject to this rule.

(c) Definitions

For purposes of this rule, the following definitions shall apply:

(1) **AFFECTED GOVERNMENTAL AGENCY** means any governmental agency in the District's jurisdiction that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, or contracts for sweeping services, excluding those exempt as defined by Rule 1191 paragraph (f)(1).

(2) **ALTERNATIVE-FUEL SWEEPER** means a sweeper with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual-

fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of this rule.

- (3) APPROVED CONTROL DEVICE(S) is a California Air Resources Board (CARB)-certified exhaust control device(s) that reduces particulates and possibly other precursor emissions. To be considered fitted with approved control device(s), all diesel exhaust from the sweeper, including the auxiliary engine (if applicable) must be vented through such a device(s) that have been certified by CARB at the time of vehicle purchase.
- (4) FLEET OPERATOR is any federal, state, county, city, or governmental department or agency, any special district such as water, air, sanitation, transit, and school districts, or private individual firm, association, franchise, contractor, user or owner who provides sweeping services to a governmental agency that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, excluding those exempt as defined by Rule 1191 paragraph (f)(1).
- (5) GOVERNMENTAL AGENCY include any federal, state, regional, county, city, or governmental department and agency, and any special district such as water, air, sanitation, transit, and school districts. See AFFECTED GOVERNMENTAL AGENCY.
- (6) LOW-SULFUR DIESEL FUEL means diesel fuel that has a maximum sulfur content of 15 parts per million (ppm). The use of low-sulfur diesel fuel improves the performance of and may be necessary for the use of advanced exhaust control devices.
- (7) PURCHASE OR LEASE means that a purchase or lease contract has been signed by both parties for a sweeper to be delivered within 1 year of the purchase or lease contract date, which is the date the contract is signed by both parties.
- (8) SWEEPER means any heavy-duty vehicle with a gross vehicle weight of 14,000 pounds or more that is permitted to operate on public roads through California Department of Motor Vehicle registration or the federal government and used for the express purpose of removing material from paved surfaces, by mechanical means through the action of one or more brooms, or by suction through a vacuum or regenerative air system or any combination of the above.

(9) SWEEPING OPERATIONS means operations to remove material from paved surfaces using sweeper(s), as defined by this rule.

(d) Requirements

For Fleet Operators:

(1) Beginning July 1, 2002, a fleet operator shall meet the following conditions for each individual purchase or lease of a replacement or additional sweeper:

(A) Purchase or lease an alternative-fuel sweeper, OR

(B) Provide alternative-fuel sweeping services where required under contract with a government agency, pursuant to subparagraphs (d)(2)(A) and (d)(2)(B).

(C) Before July 1, 2010, if the fleet operator has an approved Technical Infeasibility Certification for this individual purchase or lease, as described in subdivision (e),

(i) purchase or lease a non-alternative fueled sweeper with all applicable approved control device(s), and

(ii) maintain the approved control device(s) per manufacturer's specifications, and

(iii) if using diesel fuel, fuel the sweeper with low-sulfur diesel fuel only, and

(iv) comply with Rule 1186 without invoking the exemption provision in Rule 1186 paragraph (i)(3), unless a demonstration is made to the Executive Officer that for solely technical reasons no certified sweeper, as defined in Rule 1186 paragraph (c)(2), is commercially available.

(D) Failure to use alternative-fuel sweepers where required under contract with a government agency shall be a violation of this rule for each day that the street sweeping services are provided.

For Affected Governmental Agencies Contracting for Sweeping Services:

(2) Any affected governmental agency that signs a contract after July 1, 2002 for sweeping services must:

(A) Contract for sweeping services that use alternative-fuel sweeper(s), OR

(B) Solicit bids for sweeping operations using alternative-fuel sweepers and if no bids are submitted:

- (i) Contract for non-alternative fueled sweeper(s) and ensure that the sweeper(s) are only fueled with low-sulfur diesel and outfitted with approved control device(s) that are installed and maintained per the manufacturer's specifications, and
 - (ii) Contract for sweeper(s) that comply with Rule 1186, unless a demonstration is made to the Executive Officer that for solely technical reasons no certified sweeper, as defined in Rule 1186 paragraph (c)(2), is commercially available.
- (3) After January 1, 2003, any renewal or extension option of a contract is considered a new contract that must meet the requirements of paragraph (d)(2).
- (4) Pursuant to paragraph (d)(2), alternative-fuel sweepers shall be used for the entire term of the contract. If alternative-fuel sweepers are not available at the beginning of the contract due to the date of delivery, the affected government agency shall submit a signed and dated Technical Infeasibility Certification Request to the Executive Officer prior to the award of the contract demonstrating the unavailability of alternative-fuel sweeper service for the period of time during which alternative-fuel sweepers are to be delivered.
- (e) Technical Infeasibility Certification Criteria and Procedures
 - (1) Six months prior to the date of purchase or lease of a replacement or additional sweeper, any fleet operator seeking to comply with subdivision (d) without purchasing or leasing an alternate-fuel sweeper [i.e., opting to comply with paragraph (d)(2)], shall demonstrate the technical infeasibility of complying with paragraph (d)(1) requirements by submitting a signed and dated Technical Infeasibility Certification Request to the Executive Officer and attest to the accuracy of all statements therein, that shall include:
 - (A) the name and address of the fleet operator; and
 - (B) current sweeper fleet composition, including make, model, and a complete description of the sweepers' dust suppression systems; and
 - (C) demonstration that no alternative-fuel engine and chassis configuration is commercially available from any manufacturer for sweeping operations conducted by the fleet operator (only technical

reasons for choosing a given chassis configuration are acceptable),
OR

- (D) demonstration that a fueling station for alternative-fuel sweepers commercially available from any manufacturer for sweeping operations conducted by the fleet operator is not available within five miles of the vehicle storage or maintenance yards.
 - (2) Within 90 calendar days of receipt of a completed Technical Infeasibility Certification Request submitted pursuant to paragraph (e)(1), the Executive Officer will either approve or disapprove the Request, in writing.
 - (3) The Executive Officer shall disapprove a Technical Infeasibility Certification Request if it does not meet the requirements of paragraph (e)(1). If a Technical Infeasibility Certification Request is disapproved by the Executive Officer:
 - (A) The reasons for disapproval shall be given to the applicant in writing.
 - (B) Upon receipt of a notice of a disapproved Technical Infeasibility Certification Request, the fleet operator shall comply with paragraph (d)(1).
 - (C) The fleet operator may resubmit a Technical Infeasibility Certification Request at any time after receiving a disapproval notification, but must still comply with paragraph (d)(1) until such time as the Executive Officer approves a Technical Infeasibility Certification Request under paragraph (e)(1).
 - (4) A Technical Infeasibility Certification Request is subject to plan filing and evaluation fees as described in Rule 306.
- (f) Exemptions
- (1) The provisions of this rule shall not apply to fleets consisting of evaluation/test vehicles, provided by or operated by the vehicle manufacturer or manufacturer representative for testing or evaluation, exclusively.
 - (2) The provisions of subdivision (d) shall not apply to a sweeper purchase by a fleet operator that is solely dedicated to serving governmental agencies that are not subject to this rule, upon demonstration to and approval of the Executive Officer.

(g) Compliance Auditing and Enforcement

- (1) At the request of the Executive Officer, the fleet operator shall provide the purchase, lease, or contract records for their sweepers to demonstrate compliance with subdivision (d).
- (2) At the request of the Executive Officer, any fleet operator claiming an exemption under subdivision (f) shall supply proof that their sweeper or fleet is exempted from this rule.

(h) Severability

If any provision of this rule is held by judicial order to be invalid, or invalid or inapplicable to any person or circumstance, such order shall not affect the validity of the remainder of this rule, or the validity or applicability of such provision to other persons or circumstances. In the event any of the exceptions to this rule is held by judicial order to be invalid, the persons or circumstances covered by the exception shall instead be required to comply with the remainder of this rule.

CITY COUNCIL

ITEM NO. 7.5



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*
James Cramsie, Director of Engineering, CNC Engineering *JCC*

DATE: February 13, 2020

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Tetra Tech, Inc., to continue 30 percent Preliminary Design for Multi-Benefit Stormwater Capture Projects for the Upper San Gabriel River Enhanced Watershed Management Program, for an amount not-to-exceed \$714,000.00 through August 31, 2020 (Contract No. 2017-1002)

Background:

The County of Los Angeles ("County"), the Los Angeles County Flood Control District, and the cities of Baldwin Park, Covina, Glendora, Industry, La Puente, and West Covina (collectively, the "Member Agencies") formed the Upper San Gabriel River ("USGR") Enhanced Watershed Management Program ("EWMP") Group on October 24, 2013. EWMPs serve as road maps to water sustainability by identifying opportunities to improve stormwater quality, water supply, and flood control. The Group completed the development of an EWMP and obtained approval from the Los Angeles Regional Water Quality Control Board on April 11, 2016. The Group's next objective was to prepare preliminary design reports at the 30 percent design level that will be suitable for grant funding applications and a design-build or design-bid-build solicitation package for projects identified in the approved EWMP and in consultation with the Member Agencies.

On September 14, 2017, the City Council approved a Professional Services Agreement ("Agreement") with Tetra Tech, Inc. ("Tetra Tech"), for the preparation of 30 percent Preliminary Design for Multi-Benefit Stormwater Capture Projects for the USGR EWMP, in an amount not to exceed \$680,000.00, through September 14, 2019. On September 12, 2019, Amendment No. 1 was approved, extending the Agreement with Tetra Tech through December 31, 2019. The extension was needed to complete final deliverables with no additional compensation and address final comments by the Member Agencies on the final 30 percent design package(s).

The funds used for the 30 percent Preliminary Design were provided by the County of Los Angeles, through a cost sharing Memorandum of Understanding (MOU) between the member agencies of the USGR EWMP group. The funds included the amount of \$680,000.00 for preparation of the 30 percent Preliminary Designs, along with a 5 percent

administrative fee (\$34,000.00) paid to the City of Industry, for the administration of the Agreement on behalf of the EWMP group. These additional funds have not been used by the City, and after initial discussions with the group members, the group would like to use these additional funds to support group members either by seeking grant funding through programs, such as the Safe, Clean Water Program, or other tasks that would benefit the group. The final use of the funds by the group has yet to be determined. City Staff is recommending that the City allocate the \$34,000.00 in administrative fees back to the EWMP group. The extra funds would be used to increase compensation in the Agreement with Tetra Tech, and then allowing the EWMP group to utilize the extra funds as the group sees fit.

Discussion:

Staff is proposing Amendment No. 2 to the Professional Services Agreement to allow Tetra Tech to continue providing consulting services through August 31, 2020. The proposed amendment increases the compensation of the Agreement by \$34,000.00, due to the extension of the term for a total contract amount of \$714,000.00.

Table 1 - Summary of Professional Services Costs

Professional Services Agreement dated 9/14/2017	\$680,000.00
Amendment No. 1 to Professional Services Agreement	Time Extension
Amendment No. 2 to Professional Services Agreement	\$34,000.00
Total	\$714,000.00

Fiscal Impact:

There is no direct fiscal impact as the additional amount of \$34,000.00 was provided by the EWMP group to the City (Account No. 120-703-5130).

Recommendation:

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Tetra Tech, Inc. in an amount not-to-exceed \$714,000.00.

Exhibit:

- A. Amendment No. 2 to the Professional Services Agreement with Tetra Tech, Inc., dated February 13, 2020

TH/JN/JC:jf

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with
Tetra Tech, Inc. dated February 13, 2020

[Attached]

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

This Amendment No. 2 to the Professional Services Agreement (“Agreement”) is made and entered into this 13th day of February, 2020, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Tetra Tech, Inc., a Delaware Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about September 14, 2017, the Agreement was entered into and executed between the City and Consultant to provide engineering services for stormwater capture projects; and

WHEREAS, on or about September 12, 2019, the City approved Amendment No. 1 to extend the term of the Agreement through December 31, 2019, to continue to allow Consultant to complete the final deliverables, and to allow for reconciliation of the final invoices for the project; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement through August 31, 2020 and increase compensation to Consultant by \$34,000.00; 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 August 31, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

Section 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 Seven Hundred Fourteen Thousand dollars (\$714,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

“CITY”
City of Industry

“CONSULTANT”
Tetra Tech, Inc.

By: _____
Troy Helling, City Manager

By: _____
Clint Boschen, Director

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 2
AGREEMENT FOR CONSULTING SERVICES WITH TETRA TECH, INC. DATED
SEPTEMBER 14, 2017

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 14, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Tetra Tech, 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 September 14, 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 engineering services for stormwater capture projects, 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 Six Hundred Eighty Thousand dollars (\$680,000.00) 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 the County of Los Angeles, the Los Angeles County Flood Control District, and the cities of Baldwin Park, Covina, Glendora, Industry, La Puente and South El Monte (collectively the "Cities") and may be used, reused, or otherwise disposed of by the Cities 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 Cities 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 Cities.

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 Cities and any and all of their 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 Cities, and any and all of their 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 Cities, their 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 Cities, Consultant shall have an immediate duty to defend the Cities at Consultant's cost or at Cities' option, to reimburse Cities for their 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 Cities, as to whether liability arises from the sole negligence of one or more of the Cities or their officers, employees, or agents, Consultant will be obligated to pay for Cities' defense until such time as a final judgment has been entered adjudicating one or more of the Cities 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. For purposes of this paragraph, the term "sole negligence" means the negligence of one or more of the Cities.

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.

With a Copy To: James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant: Chad Helmle, Vice President
Tetra Tech, Inc.
3475 East Foothill Boulevard
Pasadena, CA 91107
Tel (626) 470-2427

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 an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

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

"CONSULTANT"
Tetra Tech, Inc.

By: Paul J. Philips
Paul J. Philips, City Manager

By: Chad Helmle
Chad Helmle, Vice President

Attest:

By: Diane M. Schlichting
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: James M. Casso
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:

Prepare Preliminary Design Reports ("Project") at the 30% design level construction drawings that will be suitable for grant funding applications and/or a design-build or design-bid-build solicitation packages that demonstrate a comprehensive approach to stormwater planning for the San Gabriel River Watershed for the following sites:

Site	Owner	Potential Jurisdiction(s) Tributary
Barnes Park	Baldwin Park	Baldwin Park
Kahler Russell Park	Covina	Covina, County, Glendora, and San Dimas
Downtown Properties	Glendora	Glendora
San Angelo Park and Vacant Lot	Industry	Industry and County
Cortez Park	West Covina	West Covina and Walnut
Allen J. Martin	County	County, West Covina and La Puente
La Puente Park	La Puente	La Puente

The following tasks are provided as a guide to accomplish the objectives. The services to be performed by the Consultant shall include, but not be limited to, the following items of work:

1. Project Management, Coordination, and Meetings

The Consultant will provide project management services to ensure the project is delivered on schedule and within budget. The Consultant will obtain feedback from Cities on various stages of the project development.

1.1. Project Schedule

Provide a detailed schedule to complete all the tasks of this Scope of Work. The schedule may be updated as necessary and as approved by the Project Manager.

1.2. Coordination

Perform project management duties including coordinating with Cities, coordinating calls, and providing an explanation of the work completed, work to be done, and work that was to have been done but not, with explanations.

1.3. Meetings

Schedule and prepare meeting agenda, presentation, and summary notes. The Consultant should assume monthly meetings, including a kick-off meeting, with the Cities, and other select stakeholders, such as Los Angeles County Department of Parks

and Recreation. The Consultant shall also meet with the Los Angeles County Regional Water Quality Control Board ("Regional Board"), and attend two meetings with other stakeholder agencies, such as the Upper San Gabriel Valley Municipal Water District, as directed by the City.

Deliverables: Project schedules, agenda, presentation, and summary notes.

2. Geotechnical Evaluation

The Consultant will conduct a geotechnical evaluation to provide a reasonable understanding of the subsurface conditions and the ability to infiltrate at the proposed location and depth, including but not limited to, an infiltration test and Phase I Environmental Site Assessment (Phase I). The Consultant will also conduct shallow infiltration tests for sites where low impact development features, such as bioswales, are proposed. Prior to conducting the tests, guidance from the Cities will be given on testing locations.

One deep boring up to 100 feet or groundwater table has been conducted for all sites, except Cortez Park, during the Enhanced Watershed Management Program ("EWMP") development. The geotechnical investigation results can be found in Appendix B-3 within the file link below:

<http://www.cityofindustry.org/Home/ShowDocument?id=2132>

The Consultant will obtain necessary access permits from Baldwin Park, Glendora, and West Covina.

Deliverable: Geotechnical report and Phase I report for all sites, except as set forth in the following paragraph.

Note: The Los Angeles County Department of Public Works ("LACDPW") will provide geotechnical reports for Kahler Russell Park, San Angelo Park, and Allen J. Martin Park. The LACDPW will conduct Cone Penetration Tests to characterize the subsurface stratigraphy and in coordination with the Consultant, perform necessary percolation tests. The Consultant will still perform Phase I for the three sites.

3. Develop Stormwater Capture Capacity and Conduct Water Quality Analysis

The Consultant will determine the maximum potential drainage area that could be captured by each site and meet water quality standards. Guidance from the City will be given on available project footprint. The Consultant will develop the following stormwater capture capacity options:

- 1) BMP size that will achieve water quality standards for the Project tributary drainage area to those sites,
- 2) BMP size that is most cost-effective for the Project tributary area,
- 3) BMP size that will capture the 85th percentile, 24-hour storm volume,

- 4) Any other BMP size that the Consultant determines will best achieve multi-benefits, including but not limited to addressing stormwater quality and water supply.

The Consultant will also develop recommendations for the BMP location and type as well as the location, type, and size of pre-treatment systems and diversion structures for each BMP option.

The Consultant will obtain and review all necessary data to complete the task. If the available information is incomplete, the Consultant will perform all tasks necessary to develop the design capacity options. The Consultant must follow LACDPW's standards for conducting hydrologic and hydraulic analyses.

The Consultant will use the Watershed Management Modeling System (WMMS) and System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) to support the design of stormwater capture capacity. The Consultant will evaluate available water quality data most relevant to the Project site and follow the Regional Board's guidelines for conducting water quality modeling for the Project, including model calibration.

Available Information: The Los Angeles County Department of Public Works (LACDPW) will provide hydrology studies and GIS shapefiles of drainage areas for Kahler Russell Park, San Angelo Park and Vacant Lot, and Allen J. Martin Park. LACDPW's standards at <http://dpw.lacounty.gov/wrd/Publication/index.cfm>, WMMS: <http://dpw.lacounty.gov/wmd/wmms/>, Regional Board's *Guidelines for Conducting Reasonable Assurance Analysis in a Watershed Management Program, Including an Enhanced Watershed Management Program*, dated March 25, 2014.

Deliverables: Stormwater Capture Capacity Options Report, GIS files, and WMMS and SUSTAIN input and output files.

4. Water Conservation Analysis

The Consultant will determine the potential annual groundwater recharge volume for each project site.

Optional Task: The Consultant will also incorporate a stormwater reuse design if desired by the Cities. Said design shall require a separate agreement and shall be paid for by the Party requesting the work.

Deliverable: Water Conservation Analysis.

5. Utility

The Consultant will identify the appropriate right-of-way, conduct a utility search, and propose a design that avoids or resolves utility conflicts for each site.

Deliverable: Utility Search Report.

6. Topographic Survey

The Consultant will conduct an aerial topography of each site, and where necessary in localized areas, conduct a ground topography to determine elevations of surface and sub-surface features, including invert elevation, pipe diameter and direction of flow for underground utilities, and tree trunk location and size. Aerial topography will be prepared with one (1) foot contours and at a 1" = 40' scale.

Deliverable: AutoCAD basemap to be incorporated into 30% design plans; support documentation, including a network adjustment report for the GPS survey, bench runs, including the vertical datum, and CA Zone 5 (NAD 83) coordinate values of the local centerline monuments; and electronic format of black and white orthophotos of each site.

7. Environmental Evaluation/Documentation

Review and evaluate the required environmental clearance processes to satisfy the California Environmental Quality Act ("CEQA"), National Environmental Policy Act (NEPA) and any other environmental requirements including historical, cultural, etc. The Consultant will prepare an Initial Study checklist in accordance with CEQA.

Deliverable: Environmental evaluation report and Initial Study checklist.

8. Regulatory Requirements and Permits

The Consultant will identify all regulatory requirements and permits, including but not limited to local municipal and zoning code for parking lot requirements, Los Angeles County Department of Public Health Guidelines for Alternate Water Sources, Indoor and Outdoor Non-Potable Use, dated December 2015 or more up-to-date guidelines. The Consultant will prepare preliminary permit applications with the necessary documentation, including design plans and reports, and ensure the project design meets all regulatory requirements.

Deliverable: Regulatory Requirements Report and Permit applications for each site.

9. Landscaping and Park Improvements and Artistic Rendering

The Consultant will work with the County and the Cities to develop landscape concept plans to restore vegetation impacted by the Projects, incorporate aboveground Low Impact Development (LID) features and interpretive signage, and other park improvements. The Consultant will show the plan, perspective, and section views and identify the plant species.

Deliverable: Artistic rendering in Photoshop format and design plans in AutoCAD format.

10. Operation and Maintenance ("O&M")

The Consultant will develop an O&M template that can be updated upon completion of final design plans. O&M template to include frequency of maintenance, replacement and schedule of system components.

Deliverable: O&M Template.

11. Monitoring Plan

The Consultant will develop baseline and long-term post project monitoring plans to determine water quality improvements and water supply benefits.

Deliverables: Monitoring plans for each site.

12. Preliminary 30% Design Cost Estimate

The Consultant will develop detailed costs for the options identified in Task 3, water quality and flow monitoring, and operation and maintenance for the duration of one lifecycle of the stormwater capture BMP product.

Deliverable: Preliminary 30% Cost Estimate.

13. Preliminary Project Schedule

The Consultant will develop a detailed schedule that includes tasks required to complete a final design, obtain all permits, start and complete construction, and conduct water quality and flow monitoring for each site.

Deliverable: Preliminary Project Schedule in Microsoft Project or equivalent.

14. Final Deliverable

Based on the findings from each task in the scope of work, submit a Preliminary Design Report and 30% design plans for each site.

Deliverable: Final Deliverable.

EXHIBIT B

RATE SCHEDULE

Consultant shall perform the services at the rates listed in the Billing Rate Schedule set forth below. The Cost Proposal set forth herein shall serve as guidance for the total cost for each task. In no event, shall compensation to Consultant exceed the amount set forth in Section 4 of the Agreement.

 Multi-Benefit Stormwater Capture Projects for the Upper San Gabriel River Enhanced Watershed Management Program			
Billing Rate Schedule			
Personnel	Professional Classification	Rate	U
Chad Helmle	Principal	\$ 235.00	hr.
Oliver Galang	Project Manager	\$ 220.00	hr.
Jason Wright	Sr Water Resources/Civil/Environ Engineer	\$ 175.00	hr.
Merrill Taylor	Water Resources/Civil/Environ Engineer	\$ 140.00	hr.
Alysha Chan	Assistant Civil/Environmental/Water Resources Engineer	\$ 100.00	hr.
Angie Marciano	Contract Administrator	\$ 96.00	hr.
Eric Joller	Project Assistant	\$ 96.00	hr.
Mauricio Argente	Principal, Landscape Architect	\$ 300.00	hr.
Mark Bush	Principal, QA/QC Manager	\$ 235.00	hr.
Jason Fussel	Senior Engineer (Civil)	\$ 195.00	hr.
Elva Angeles	Staff Professional	\$ 140.00	hr.
Hai Nguyen	Staff Designer	\$ 125.00	hr.
Sara Dowds	Survey Technician	\$ 90.00	hr.
Anthony Ramos	CADD Designer	\$ 120.00	hr.
Karen Grubb	Project Assistant	\$ 85.00	hr.
	Two Man Survey Crew	\$ 210.00	hr.
Peter Skopek, PhD, PE, GE	Principal Engineer / Geologist	\$ 230.00	hr.
Fernando Cuenca, PhD, PE	Project Engineer / Geologist	\$ 145.00	hr.
Andrew McLarty, PG, CEG	Senior Staff Engineer / Geologist	\$ 145.00	hr.
Allan Stone	Soils / Asphalt / Field Technician	\$ 90.00	hr.
Steven Grod	Scientist (Staff Scientist)	\$ 126.00	hr.
Tanya MacLean	Senior Technician	\$ 98.00	hr.
Renee Longman	Environmental Planner	\$ 130.00	hr.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Cities, 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 Cities, their 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 Cities 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 Cities before the Cities' 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 Cities, their 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 Cities, 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 the Cities 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 Cities.

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 Cities and their 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.