

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

SPECIAL MEETING AGENDA DECEMBER 21, 2017 8:30 A.M.

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

Addressing the Agency:

- Agenda Items: Members of the public may address the Successor Agency 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 Successor Agency is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the Secretary prior to the Agenda item being called and prior to the individual being heard by the Successor Agency.
- Public Comments (Agenda Items Only): During oral communications, if you wish to address the Agency Board during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Agency Board concerning any item that has been described in the notice for the Special Meeting.

Americans with Disabilities Act:

In compliance with the ADA, if you need special assistance to participate in any meeting (including assisted listening devices), please contact the Office of the Secretary to the Successor Agency (626) 333-2211. Notification of at least 72 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 Government Code Section 54957.5(b), 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 Secretary of the Successor Agency during regular business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m.
- Call to Order
- 2. Flag Salute
- Roll Call
- Public Comment

5. **BOARD MATTERS**

- 5.1 Consideration of Change Order Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 for Contract No. IBC-0384, Industry Business Center Roadways, Sewer, Dry Utilities and Slope Landscaping and Grand Avenue Widening submitted by All American Asphalt in the amount of \$448,307.44
 - RECOMMENDED ACTION: Approve Change Order Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13.
- 5.2 Consideration of Amendment No. 1, to Cooperative Agreement No. 07-4919, with Caltrans for the Lemon Avenue Interchange Project
 - RECOMMENDED ACTION: Approve the Amendment.
- 5.3 Consideration of Amendment No. 1, to Cooperative Agreement No. 07-5100 with Caltrans for the Lemon Avenue Interchange Project
 - RECOMMENDED ACTION: Approve the Amendment.
- 6. Adjournment. Next regular Successor Agency meeting will be on Thursday, January 25, 2018, at 8:30 a.m.

The public will be provided an opportunity to comment on these items.

SUCCESSOR AGENCY
ITEM NO. 5.1

MEMORANDUM

TO:

Honorable Chairman and Members of the Successor Agency to the

Industry Urban-Development Agency Board

FROM:

Paul J. Philips, Executive Director.

STAFF:

Clement N. Calvillo, Agency Engineer, CNC Engineering

Joshua Nelson, Deputy Agency Engineer, CNC Engineering Gerardo Perez, Construction Manager, CNC Engineering

DATE:

December 21, 2017

SUBJECT:

Consideration of Change Order Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and

13 for Contract No. IBC-0384, Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Avenue Widening submitted by

All American Asphalt in the amount of \$448,307.44

Background:

On September 24, 2015, the Successor Agency to the Industry Urban-Development Agency awarded Contract No. IBC-0384, Industry Business Center Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Avenue Widening to All American Asphalt in the amount of \$18,784,000.00 which includes a contingency amount of \$4,700,000.00. This project consists of miscellaneous grading, traffic signal modification at Grand Avenue and Baker Parkway, new traffic signals at Grand Avenue and "B" Street, storm drain and sewer improvements including all dry utilities, potable and reclaimed water lines in "B" Street and electrical and street light conduit including substructures along Grand Avenue, street concrete paving of Grand Avenue including widening and irrigation and landscaping of all slopes.

Discussion:

During the course of construction, the following additional work was necessary due to revisions to the contract plans received after the project was awarded and were not part of the original contract and changed conditions encountered in the field.

As of November 30, 2017 the Agency Engineer has reviewed the following change orders for completeness and accuracy as to the materials and labor included:

Change Order No. 1: The Contractor was issued Plan Revision No. 3 which deleted construction of the catch basins in "B" Street. These catch basins were constructed under a previous contract, however the top decks and the local depressions were not constructed. The storm drain revisions also added a 21-foot wide catch basin along Grand Avenue. The additional work consisted of constructing the top deck and local depressions for 4 catch basins, constructing a 21-foot wide catch basin and raising three existing manholes to grade. The total cost for this work totals \$48,637.81. A total of four catch basins will not be paid under the existing bid item and a credit of \$38,700.00 will be reflected in the final quantities.

Change Order No. 2: As part of the license agreement for the wireline and pipeline crossing agreements with Union Pacific Railroad (UPRR), the Industry Public Utilities Commission (IPUC) is required to pay a license fee in the amount of \$7,500.00 for the wireline crossing agreement and \$20,100.00 for the pipeline crossing agreement. Since the IPUC is not listed as a payee under the Recognized Obligation Payment Schedule "ROPS", therefore, the general contractor, All American Asphalt, was asked to pay the license fees to UPRR. The total cost for reimbursement is \$27,600.00.

Change Order No. 3: On the eastside of Grand Avenue just north of Old Brea Canyon Road at Station 311+05, the Contractor begin excavation and installation of an electrical vault per plan. Due to an existing telephone manhole interfering with the proposed conduit run, the vault was moved northerly under Plan Revision No. 4. Since the Contractor had excavated for the original vault location, the Contractor submitted extra work costs for work that had been completed prior to the revisions. The cost for work performed totals \$4,497.04.

<u>Change Order No. 4:</u> The Contractor was directed to relocate the Caltrans project signs which were physically interfering with installation of the new electrical conduit on the west side of Grand Avenue. The Contractor moved the signs to the median and mounted them on skids. Relocation of these signs was approved by Caltrans. The cost to perform this work totals \$1,492.11.

Change Order No. 5: The Contractor attempted to connect the electrical conduit system to an existing conduit sleeve under Grand Avenue at Baker Parkway but found that two of the 4-inch sleeves were blocked. The Contractor was directed to expose these sleeves, which are approximately 8 to 9 feet in depth, from the westside of Grand Avenue at Baker Parkway. The Contractor was directed to repair these sleeves in order to connect the conduits to the proposed electrical conduit system. This cost totals \$10,559.83. In addition, during the installation of the potable water line and two reclaimed water line in "B" Street, Walnut Valley Water District (WVWD) contractor damaged some street light conduits. The WVWD contractor repaired these conduits however, the Agency Contractor was directed to reinstall some of the pull rope and clean out the conduits. This cost totals \$1,403.28. The total cost for these repairs total \$11,963.11.

Change Order No. 6: During installation of the street light foundations by the IPUC

contractor, the Agency Contractor was directed to place Class II base material behind the curb to facilitate the installation of the foundations at several locations along Grand Avenue. Cost is \$2,339.28.

Change Order No. 7: During installation of the electrical conduit bank in Ferrero Road, the tie-in location was not per plan and the Contractor was required to relocate the electrical conduit to the actual tie-in point. The Contractor was also asked to relocate a street light handhole which interfered with the driveway installed by Caltrans. The Contractor also backfilled at three locations to facilitate the installation of the street light foundations by the IPUC contractor and replaced a damaged handhole at Station 310+35 along Grand Avenue. Total cost is \$6,336.80.

Change Order No. 8: The contract plans specifies crossing the UPRR railroad crossing by boring a 24-inch diameter steel casing and installing a 12-inch ductile iron pipe inside the casing. A closer review of the plans shows relocating a 24-inch diameter water line (belonging to Walnut Valley Water District) which physically interferes with the proposed sewer line. After contacting WVWD, they were not aware of any water line relocations required on this project. According to WVWD relocating would be costly and would create a major disruption to the businesses along Ferrero Parkway and Benton Court. It would also require the relocation of an existing 12-inch diameter water line which runs parallel to the 24-inch water main.

In lieu of relocating the water mains, Staff decided to have the design engineer lower the proposed sewer to clear the existing 24-inch water main The revisions include realigning and lowering the sewer, increasing the size of the 12-inch sewer to a 15-inch sewer, abandoning the existing sewer line in Benton Court, connecting 4 existing sewer house laterals, connecting an existing 10-inch sewer line in Ferrero Parkway to a new sewer manhole and extending the proposed 24-inch diameter steel casing to avoid supporting the water main. The sewer was upsized in order to handle the flows from the existing 10-inch sewer.

The total added cost for the sewer revisions totals \$256,380.03.

<u>Change Order No. 9:</u> This change order request for revisions to the sewer line in Grand Avenue was cancelled by Staff. No cost.

<u>Change Order No. 10:</u> As part of the sewer revisions in Benton Court under Change Order Request No. 8, it is also necessary to remove an existing storm drain connector pipe that physically interferes with the new alignment of the proposed sewer. It also requires the lowering of the connector pipe, removing the existing catch basin and constructing a new catch basin with a V-depth of 11 feet 8 inches. The cost of this work totals \$50,498.99.

<u>Change Order No. 11:</u> Plan Revision No. 3, revised some of the storm drain work but also deleted the outlet structure at the detention basin located on the northeast corner of the

site on the east side and replaces it with a modified manhole structure. The modified manhole structure totals **\$28,249.70**. The original outlet structure will be credited in the amount of \$92,000.00 and will be reflected in the final quantities.

<u>Change Order No. 12:</u> During grading for the sidewalk along "B" Street, the contractor had to remove the excavation spoils left behind during the installation of the street light foundations by the IPUC contractor. These spoils contaminated the existing base material which the Contractor had to remove and replace. Cost totals \$6,449.89.

<u>Change Order No. 13:</u> Under a previous project a pond was built with a liner in order to dewater groundwater during excavation. This pond has been in place for 2 years, has not been used and presents a potential safety concern. The Contractor was directed to pump the water out and remove the existing plastic liner on a time and material basis. Total cost is \$3,862.68.

Total of Change Order Nos. 1 through 13 is \$448,307.44.

Fiscal Impact:

Table 1 – Summary of Extra Work Costs

Contract (All American Asphalt) minus contingency amount of \$4,700,000.00	\$14,084,000.0
Change Order No.1	\$48,637.81
Change Order No. 2	\$27,600.00
Change Order No. 3	\$4,497.04
Change Order No. 4	\$1,492.11
Change Order No. 5	\$11,963.11
Change Order No. 6	\$2,339.28
Change Order No. 7	\$6,336.80
Change Order No. 8	\$256,380.03
Change Order No. 9	Cancelled
Change Order No. 10	\$50,498.99
Change Order No. 11	\$28,249.70
Change Order No. 12	\$6,449.89
Change Order No. 13	\$3,862.68
Total Project Cost	\$ 14,532,307.44

The current revised contract amount, excluding contingency is \$14,532,307.44. The total change order amount is \$448,307.44 which is 2.39% of the contract amount. No additional appropriations are necessary.

Recommendation:

- 1.) Approve Change Order No. 1 through 13 in the amount of \$448,307.44; and
- 2.) Authorize the Executive Director or his designee to execute the approved change orders.

Exhibit:

A. All American Asphalt Change Order Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 dated December 21, 2017

PJP/CC/JN/GP:gp

EXHIBIT A

All American Asphalt Change Order Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 dated December 21, 2017

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

	dustry, CA 91744						
(626)333-	2211					Change Order	No1
	Industry Business C Sewers, Dry Utilities	enter Roadway , & Slope Lands	scaping	Contract No.	IBC-0384	Date <u>12</u>	/21/2017
Type Project	Street Improvement	s/Dry Utilities		Contractor	All American Asphalt		
				Location	City of Industry		
Explana	ation:						
	As part of Plan Revi	sion No. 3, the	Contrac	tor was requir	ed to construct the top	deck and local depr	essions for four
	exisiting catch basin	s, raise 3 manh	oles to	grade and cor	nstruct a 21-ft. wide cat	ch basin along Gran	d Ave.
	Extra Mork	by:			•		***
	LAUA WOIK	by: Contract I	tems		Negotiated	-	T & M
The contra	actor is hereby directed to	perform all labor a	nd to prov	vide all materials	necessary to carry out the w	ork described below:	
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	and contact a 211	Wide ediem bac	,,,,				
	*				TOTAL COST	\$48,6	37.81
T&MS	UMMARY						
Labor Co			+	20%	Total Labor		
Equipme			+	15%	Total Equipment		
Material (and and addition		15%	Total Materials		
*Attach bi	reakdown of labor, equipn	nent and materials)		% of	Sub-Total		
CHANG	E ORDER SUMMAR	ov.		Contract Amount	Other Additive		
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otal Char	nge Orders	\$ 48,6	37.81	0.26%	CHANGE ORDER	\$ 48,637.81	0,26%
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Authoriz	ed by		_	Ad	Iditional Working Days		
o the bes	st of my knowledge and	d the total cost sh	own abo	ove shall be con	pment, material and labonsidered final payment for this change order and the	the work specified by	this change order.
1	K 1-	> 10	114/)			
Contractor	Representative	1	Date	2	Paul J.Philips - Executive Di	rector	Date
lement N	. Calvillo-Agency Enginee	12/	19/17 Date		Gerardo Perez, Project Man	ager	12-14-17 Date
- CHICKLY	. Jaiving Agendy Enginee		Date		Corardo Ferez, Froject Man	agoi	Date

C.O.# 1



CHANGE ORDER REQUEST

To:	CNC ENGINEERING	TRANSMITTAL DATE:	12/7/17		
8.77	255 n. hacienda blvd., suite 222	COR No:	001 R1		
	CITY OF INDUSTRY, CA 91744	AAA Job No:	28165		
ATTN:	GERARDO PEREZ				
	Industry Business Center Roadways, Sewe Contract No. IBC-0384	er, Dry Utilities & Slope Lo	andscaping a	md Grand Av	e Widening
TEM N	O. DESCRIPTION:		QUANTITY:	UNIT COST:	TOTAL:
	Revised: Plan Revision 2R				
1.	O-Duffy(attached)		1 LS	\$ 45,625.00	\$ 45,625.00
	Prime Contractor Mark-up 10	0% fist \$5000 and 5% over \$5000	0		\$ 2,531.25
		Sub-Tota	1		\$ 48,156.25
		1% for Bond	1		\$ 481.56
	To	tal Change Order Request Price	2		\$ 48,637.81
	Please add 7 working days to the c	ontract for this work			
	PPROVED PROVED AS NOTED	REVISE &	RESUBMIT		
	TROTED AS NOTED				
		COMMENTS			
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P.O. 1	AST SIXTH ST. BOX 2229 DNA, CA 92878	TELEPHON FAX: LICENSE N	(951)) 736-7600 736-7646 73 A	



O'DUFFY CONSTRUCTION

GENERAL CONTRACTOR'S License #647025 24034 GUNTHER RD. ROMOLAND, CA 92585

BID PROPOSAL and CONTRACT

DIR#1000006692 SBE # 9090

DADODUFFY@AOL.COM

DATE:	10/7/20	16		NIC	CK DUFFY @ 951-575- PROJECT:		USINESS CENTER	R
BID TO:	ALL AMERIC Estimator	CAN AS	RON		LOCATION OWNER/DEV.	INDUSTRY		
FAX		Me nw	omise to furnish labor & material for	these items at the ur	at prices shown below	-		
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					BY	Nick Duff	y Orienal (CTIO)	
						O'DUFFY C	ONSTRUCTION	

CITY OF INDUSTRY

CHANGE ORDER

15625 E. Stafford St. City of Industry, CA 91744 Change Order No. 2 (626)333-2211 Project Industry Business Center Roadway, Contract No. IBC-0384 Date 12/21/2017 Sewers, Dry Utilities, & Slope Landscaping Type Project Street Improvements/Dry Utilities Contractor All American Asphalt Location City of Industry Explanation: Contractor was asked to pay the license fees for both the wireline and sewer crossings at UPRR. Reimbursement costs. Extra Work by: _ T & M Contract Items Negotiated The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below: ITEM UNIT TOTALS (\$) NO. ITEM QUANTITY PRICE 1 Wireline Crossing License Fee LS \$7,500.00 \$7,500.00 2 Pipeline Crossing License Fee LS \$ 20,100.00 \$20,100.00 **TOTAL COST** \$27,600.00 T & M SUMMARY *Labor Cost Total Labor + 20% Equipment Cost + 15% Total Equipment *Material Cost + 15% **Total Materials** Sub-Total (*Attach breakdown of labor, equipment and materials) % of Contract **CHANGE ORDER SUMMARY** Amount Other Additive Original Contract Amount \$18,784,000.00 Total T & M Total Previous Change Orders 48,637.81 0.26% Pay This Total Change Orders 76,237.81 0.41% CHANGE ORDER 27,600.00 0.15% Authorized by_____ Additional Working Days I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Contractor Representative 12/14/r

Clement N. Calvillo-Agens Engineer Date

Paul J. Philips - Executive Director

Serardo Perez, Project Manager

12 · 14 · 17

Date

C.O.# 2



CHANGE ORDER REQUEST

To:	CNC ENGINEERING	TRANSMITTAL DATE:	3/23/17					
	255 N. HACIENDA BLVD., SUITE 222	COR No:	002					
	CITY OF INDUSTRY, CA 91744	AAA Job No:	28165					
ATTN:	GERARDO PEREZ							
		The book of the A	1.00	A Table				
Re:	Industry Business Center Roadways, Sew	er, Dry Utilities & Slope La	andscaping a	nd Grand Av	e Widening			
	Contract No. IBC-0384							
ITEM N	Vo. DESCRIPTION:		QUANTITY:	UNIT COST:	TOTAL:			
1.	Reimbursement for UPRR Fees		1 LS	\$ 27,600.00	\$ 27,600.00			
70.7	T	otal Change Order Request Price	e		\$ 27,600.00			
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Light 1		PUBLIC WORK		The second second	MANAGER			
	EAST SIXTH ST. BOX 2229	TELEPHON FAX:	TELEPHONE: (951) 736-7600 FAX: (951) 736-7646					
	ONA, CA 92878	LICENSE N						

Gordon Kline

Rachel Gonzalez <rgonzalez@cc-eng.com> From: Thursday, March 09, 2017 3:39 PM Sent: Gordon Kline To: Cc: Jim Harnetiaux Subject: Contract No. IBC-0384 Good Afternoon Gordon, Thank you for driving out to the job site trailer to sign the Payment Application. I'm sure your aware that Gerry is out due to a knee injury so he has asked me to take care of this for him. We will be going to IPUC and City Council meetings on the 23rd with the Crossing Agreements for UPRR. Once we have the signed agreements, I will need to mail them back with the license fees for each crossing. The contractor will pay these fees and we'll reimburse them under the contingency bid item & I'll follow up with a change order. We need to make sure that the Folder numbers are listed on each check as well and that they correctly coincide with the right crossing. Wireline Crossing (IPUC): \$7,500.00 - MEMO LINE: FOLDER 3003-72 Sewer Crossing (CITY): \$20,100.00 - MEMO LINE: FOLDER 3003-80 Both are to be payable to: UNION PACIFIC RAILROAD. If you have any questions, please feel free to contact me at 626-956-8031. Thank you, Rachel Gonzalez

Click here to report this email as spam.

EFERENCE NO.	DATE	VENDOR NO.	ACCOUNT NO.	GROSS AMT.	DISCOUNT	NET AMOUNT	REMARKS
1717	03/17/2017	6078	2707-5046	7500.00	.00	7500.00	28165
				,			
				7500.00			

ALL AMERICAN ASPHALT, ALL AMERICAN AGGREGATES P.O. 250X32239. CORDNA.7Q/4 92878-2229 VENDOR NO. REFERENCE NO. DATE ACCOUNT NO. GROSS AMT. DISCOUNT NET AMOUNT REMARKS 31717A 03/17/2017 6078 2707-5046 20100.00 28165 20100.00 .00 20100.00 20100.00

WIRELINE CROSSING AGREEMENT

Mile Post: 26.42, Los Angeles Subdivision Location: City Of Industry, Los Angeles County, California

THIS AGREEMENT ("Agreement") is made and entered into as of March 02, 2017, ("Effective Date") by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Licensor") and CITY OF INDUSTRY, to be addressed at 15625 Stafford Street, Suite 100 Industry, California 91744 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain, operate, modify, remove or reconstruct

one underground distribution 12.47 kV power wireline

across Licensor's track(s) and property (the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated August 19, 2016, marked Exhibit "A" attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Wireline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Seven Thousand Five Hundred Dollars (\$7,500.00).

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Wireline (including

Folder No. 03003-80

Pipeline Crossing 080808 Last Modified: 03/29/10 Form Approved, AVP-Law

PIPELINE CROSSING AGREEMENT

Mile Post: 26.55, Los Angeles Subdivision/Branch Location: City Of Industry, Los Angeles County, California

THIS AGREEMENT ("Agreement") is made and entered into as of March 2, 2017, ("Effective Date") by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Licensor") and CITY OF INDUSTRY, a California municipality to be addressed at 15625 Stafford Street, Suite 100 Industry, California 91744 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate, modify, remove or reconstruct

one twelve inch (12") D.I.P. carrier, twenty-four inch (24") steel casing, pipeline for transporting and conveying sewer only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated October 31, 2016 and marked Exhibit A, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying sewer, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Twenty Thousand One Hundred Dollars (\$20,100.00).

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, attached hereto and hereby made a part hereof.

CITY OF INDUSTRY

CHANGE ORDER

15625 E. Stafford St.

City of Inc (626)333	dustry, CA 91744 -2211						Change Or	dor No	2
							Change On	der No.	3
	l Industry Business C Sewers, Dry Utilities	enter R	<u>oadway,</u> e Landscaping	Contract No	IBC-0384	<u> </u>	Date	12/21/201	7
Type Project	Street Improvement	s/Dry U	tilities	Contracto	All American Asphal	lt			В
				Location	City of Industry				
Explan	ation:								
	Additional time incur	rred exc	avating for the	proposed vau	It at Station 311+05 p	rior to	it being abar	ndoned and	, relocated
	to a new location no								
	Extra Monte								
	Extra Work I	эу: <u>—</u>	ntraat Itama	-	No. of the last	_		X	
The contra	actor is hereby directed to	perform a	ontract items all labor and to pro-	vide all materials	Negotiated necessary to carry out the	work d	escribed below:	Т	& M
ITEM					UNIT			OTALS (\$)	
NO.		ГЕМ		QUANTITY	PRICE		+		_
1	See T&M Summary								
	ecc raw cummary					+			
						-			
						-			
					TOTAL COST	г		\$0.00	
T&MS	UMMARY								
*Labor Cos	st		+	20%	Total Labor	\$	162.52	20% \$	195.02
*Equipmer			+	15%	Total Sub	\$	3,870.45	10% \$	4,257.50
*Material C				15%	Total Materials			15% \$	-
(*Attach br	eakdown of labor, equipm	ent and m	aterials)		Sub-Total			\$	4,452.52
				% of Contract					
CHANG	E ORDER SUMMAR	Υ		Amount	Other Additive	1% E	Bond	\$	44.53
Original Co	ontract Amount	\$1	8,784,000.00	0000000	Total T & M	.,,,,		\$	
	ous Change Orders	\$	76,237.81	0.41%	Total T & W			Ψ	4,497.04
Total Chan				0.000	Pay This	124			0.000
Total Chan	ge Orders	\$	80,734.85	0.43%	CHANGE ORDER	\$		\$	4,497.04
to the bes	ertify that the quantities	the total	cost shown above	shown for equip	ditional Working Days oment, material and labo sidered final payment fo this change order and th	or cost	s (if any) are o	by this chan	ge order. work.
		2	12/11	1/10					
Contractor I	Representative	_	Date	//) -	Paul JyPhilips - Execu tive [Director			Date
	7		12/14/17	7	Serar do	73	×	12.	14 · 17
Clement N.	Calvillo-Agency Engineer		Date	7	Gerardo Perez, Project Ma	nager	0		Date
						1997	C.O.#	3	1 2007



CHANGE ORDER REQUEST

To:	CNC ENGINEERING	TRANSMITTAL DATE:	9/8/17		
7	255 N. HACIENDA BLVD., SUITE 222	COR No:	003		
3	CITY OF INDUSTRY, CA 91744	AAA Job No:	28165		
ATTN:	GERARDO PEREZ				
1			5.65.8	Tax to 14	nazed beta
N	Industry Business Center Roadways, Sewer,	Dry Utilities & Slope L	andscaping a	nd Grand Av	e Widening
_	Contract No. IBC-0384				
TEM No	D. DESCRIPTION:		QUANTITY:	UNIT COST:	TOTAL:
1.	T&M 8/31/16 AD Wilson – Time spent on SCE Va	ults before deletion	1 LS	\$ 3,870.45	\$ 3,870.45
	P	rime contractor 10% Mark-ı	IP .		\$ 387.05
		1% for Bor	nd .		\$ 42.58
2.	T&M 8/31/16 All American Asphalt - Supervision		1 LS	\$ 196.97	\$ 196.97
		Total Change Order Reque	st		\$ 4,497.05
	Please add I working day to the conti	ract for this work			
AP	PROVED	REVISE &	RESUBMIT		
_	PROVED AS NOTED	REJECTE	D		
		COMMENTS			
ECEIV.	ED BY,	TRANSMITTE	ED BY,		
		C	-K	-/	2
		GORDON KLI PUBLIC WOR		OR / PROJECT	MANAGER

400 EAST SIXTH ST. P.O. BOX 2229 CORONA, CA 92878 TELEPHONE: (951) 736-7600 FAX: (951) 736-7646 LICENSE NO. 267073 A

TOF 1978 170**8**

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ity, state, zip				l'ai				1	DATE	
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16-5	49	`	DESCRIP	TION			PRICE		AMOU	
QUANTITY	C- 7-		DESCRIPTION				115	2.00	460	DD
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Ar. edisors			KFFP	THIS SLIP FO)R REF	ERENCE			b ara	01

Accepted (2018 and)

Bat o: 9 26 / 16

DAILY EXTRA WORK REPORT

			IN AA ALIIIZ LIFE				WHAT I WE THE WAY TO SEE		
City Of Indus	stry							Change Order	999
Contractor Job:	28165 - Industry Business Center							Billing Number	1.0
Work Performed By	y: All American Asphalt				Ticket No.	75105	Signed	Report Date	10/06/2016
Description of Worl	: Time Spent On Vault But Vault Was Deleted							Perform Date	8/31/2016
Labor Charge	PS .		The state of the s					Labor Ch	arges
Craft ID	Employee Name	RT Hrs	OT Hrs Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	162.52
LO1 LBRF	C Kibler	2.00	017113 0003 01110	81.260	OTTIBLE	Gubsitale	162.52		
								OTIoha	0.00
								OT Labor	0.00
									100.50
								Subtotal Labor	162.52
								Subsistence	0.00
								Other Expenses	0.00
								MU 20.00%	<u>32.50</u>
								Labor Total	195.02
								<u></u>	
								Equipment	Charges
								Material (Charges
									•
								Subcontrac	t Charges
									·
								Activity Total	195 .0 2
								Bill Sur	charge
								Bonding 1.00%	1.95
								Bill Subtotal	196.97
									* · · · · · · · · · · · · · · · · · · ·
	All American Asphalt		Accepted:					Bill Total +	196.97
	P.O. Box 2229, Corona, CA 92878-2229		Customer:			Date:		T	
ALL AMERICAN ASPHALT	Phone: 951.736.7600 Fax: 951.739.4671								
			Contractor:			Date:		Page 1	
		and the second s	Section 1 and 1 an	a. Total - Management - Comment	The section of the se		TOTAL CONTRACTOR OF THE PARTY O	de la companya della	

Nº 75105



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-7646 400 E. SIXTH STREET, N.O. BOX 2229, CORONA, CA 92878-2229

CONTRACTORS LICENSE #267073 AC12 DIR #1000001051

Al	ITHORIZATION FOR E	XTRA WORK C	R CHANG	E IN PLANS	.1 .1	
DATE: 8-31-16 PRO	JECT NAME: Industa	y Business a	enterLOCATI	ON: Grand.	F.B. 2	+
AAA PROJECT MANAGER: 🔨					<u></u>	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
AAA JOB#: 78165_ FOREM					pent c	د ۱ ۲
VOUL AL SLA. 3	11 +05 00 6500	1 Que Fast	Side V	Jork Was	Done	. per.
Plan BUT the	rault was lat	er Delete	J. right	BEFORE I	nstall	
Plan BUY the work preforme	o diaginal + 21	LABOR	SNETH L	ROMANAL U. A.		
EMPLOYEE#	NAME		,	POSITION	I	HOURS
5370 Chaz	. Kibler					C
AD Wilson Jesse	Calorera		For	'esan		4
	7 · · · · · · · · · · · · · · · · · · ·		-			
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* *************************************				•	1	n
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					1	
		EQUIPMENT				
EQUIPMENT#	DESCRIPTION	em e pom um		COMPANY Wilson	!	HOURS
.50 410	6 Backhoe		: 110	~11291	•	3
Сомра	ction wheel			/,	,	4
1 Ton	Truck		, N	()	.:	2
Water	175EK		1	**	1	4
		MATERIAL				
MATERIAL TYPE		VENDOR		UNIT	QUAN	UTITY
Shield Rental	1 I PD 1/2	ilson		Day	, GUAI	A 111 A
3/4" Rock	AD W	ilson		TON	` 3 . \$	<u>.</u>
TO T . ANY ANY ANY THE STREET SALE THE S	MAN OF THE CONTRACT OF THE CON	-	•	-]
		-	•	•••		• 11.00
	-	DUMP FEES				
DESCRIPTION		VENDOR		TONS/LOADS	QUAN	ility
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Chay Will					. /	
ALL AMERICA	NREPRESENTATIVE			BRILLIAN STATE	1261	16
·			COSTON	EPHENNIA:	11.1	

CITY OF INDUSTRY

CHANGE ORDER

15625 E. Stafford St. City of Industry, CA 91744 (626)333-2211

Type	luctor Business (Change Or	der No.		4
	wers, Dry Utilitie	Center R	oadway. oe Landscaping	Contract No	IBC-0384	_	Date	12/21/	2017	7
	eet Improvemen	its/Dry U	tilities	Contracto	All American Aspha	ilt				
				Location	City of Industry					
Explanatio	n:									
Dui	ring excavation f	for the ele	ectrical conduit	bank on the v	vest side of Grand Av	e the	existing Cal	trans pi	roiec	t sians
					ted to relocate them				ojoc	c orgino
				nor was alles	·	to the c	enter media	11.	_	
	Extra Work	by:							Х	
The contractor	is baraby directed t	Co	ontract Items		Negotiated				T	8. M
ITEM	is nereby directed to	о репогт а	all labor and to prov	ride all materials	necessary to carry out the	work de		and the second		
100000000000000000000000000000000000000		TE			UNIT		TC	DTALS	(\$)	
NO.		TEM		QUANTITY	PRICE		+			-
1 See	T&M Summary									
1 000	raw ourmany					-				
								4		
							-11			
					TOTAL COS	-	-	¢0.00		
					TOTAL COS	-		\$0.00	_	
T & M SUMI	MARY									
*Labor Cost			+	20%	Total Labor	\$	939.24	20%	\$	1,127.09
*Equipment Co	st		+	15%	Total Equipment	\$	109.56	15%	_	125.99
*Material Cost				15%	Total Materials	\$	195.00	15%	\$	224.25
(*Attach breakd	own of labor, equipr	ment and m	naterials)	0/ -5	Sub-Total				\$	1,477.33
				% of Contract						
CHANGE O	RDER SUMMAR	RY		Amount	Other Additive	1% B	ond		\$	14.77
200000	et Amount	\$1	8,784,000.00		Total T & M				\$	
Original Contrac		2.0		0.400/	Total F & W			-	Φ	1,492.11
Original Contrac	Juange Orders	\$	80,734.85	0.43%	Pay This					
Original Contrac	Section 2 to the contract of				i ay iiiio					

C.O.#__4



CHANGE ORDER REQUEST

ro:	CNC ENGINEERING	TRANSMITTAL DATE:	9/8/17				
17	255 N. HACIENDA BLVD., SUITE 222	COR No:	004				
_	CITY OF INDUSTRY, CA 91744	AAA JOB NO:	28165				
ATTN:	GERARDO PEREZ						
	ndustry Business Center Roadways, Sew Contract No. IBC-0384	er, Dry Utilities & Slope Lo	andscaping a	and Grand Av	ve Widening		
TEM No			QUANTITY:	UNIT COST:	TOTAL:		
1.	T&M 10/5/16 All American - Relocate & Buil	d Skids for Project Signs	1 LS	\$ 1,492.10	\$ 1,492.10		
	T	otal Change Order Request Pric	е		\$ 1,492.10		
		0.57.77					
				1	-		
AP	PROVED	REVISE &	RESUBMIT				
API	PROVED AS NOTED	REJECTEL	0				
		COMMENTS					
ECEIVE	ED BY,	TRANSMITTE	D BY,				
		C	-X	-	9		
		GORDON KLII PUBLIC WORI		OR / PROJECT	MANAGER		
	AST SIXTH ST.	TELEPHON		736-7600			
	OX 2229 ONA CA 92878	FAX:		736-7646 73 A			
CORO	NA, CA 92878	LICENSE N	O. 2670	73 A			

DAILY EXTRA WORK REPORT

City Of Indus	stry							Change Order	999
Contractor Job:	28165 - Industry Business Center							Billing Number	3.0
Work Performed By	All American Asphalt				Ticket No.	75106	[] Signed	Report Date	10/31/2016
Description of Worl	Relocate & Build Skids For Project Info Signs							Perform Date	10/05/2016
Labor Charge	es							Labor Cha	rges
Craft ID	Employee Name	RT Hrs	OT Hrs Subs Units	RT Rate	OT Rate	Subs Rate	Extended		939.24
LO1 OEF	C Lage	6.00		91.060			546.36	•	
L02 LBR 1	B Trujillo	6.00		65.480			392.88	OT Labor	0.00
Equipment C	harges	======		======		= = = = = = = = = = = = = = = = = = = =		ī	
Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended	Subtotal Labor	939.24
E01_270683	Pickup	6.00		18.260		— ,	109.56	Subsistence	0.00
Material/Spec	cialist Work/Lump Sum or Unit Price Payment	= = ===						Other Expenses	0.00
Number	Date Vendor Name and Description				Units	Unit Price	Extended	MU 20.00%	9
M ⁰¹ 19715	10/05/2016 Cole Equipment / Skiploader		· — — — — —	1	.000 DY	195.00000	195.00		<u>187.85</u>
								- Labor Total	1,127.09
								Equipment	Charges
								Subtotal	109.56
								[:] <i>м</i> υ 15.00%	<u>16.43</u>
								Equipment Total	125.99
								Material C	harges
								Subtotal	195.00
								: MU 15.00%	29.25
								Material Total	224.25
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					•			Subcontract	Charges
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								Activity Total	1,477.33
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								Bill Surc	harge
								Bonding 1.00%	.14.77
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	•							Bill Subtotal	1,492.10
									1,492,10
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= =====================================		=====							
	All American Asphalt		Accepted:					Bill Total 💠	1,492.10
	P.O. Box 2229, Corona, CA 92878-2229		. Customer.			Date:		1	,
ALLAMERICAN	Phone: 951,736,7600 Fax: 951,739,4671		77 MANN 48 F					±	•
			Contractor:			Date:		Page1	



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

Nº 75106

T 951-736-7600 - 1 951-736-7646 400 E SINTH STREET, BO, BOX 2229, CORONA, CA 92878-2229

CONTRACTORS LICENSE #267073 ACL2 DIR #1000001051

DATE: 10-5-	16 PROJECT NAM	E. Industry Busin	ess centerio	CATION: Grand	Ave
AAA PROJECT N	MANAGER: Kon Sal	sido/Gordon Kline	AGENCY/CITY: %	Industry	
AAA JOB#: ZB	165 FOREMAN: Ch	az Kibler	DESCRIPTION OF	MORK: Relocat	te d
27119	SICIOS FOR	ProJect inf	a signs	callrans p	rolect)
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		LABO)R		
EMPLOYEE#		NAME		POSITION	HOURS
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4660	Benlamin	Trislille		Laborer	- 6
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		and the control of th	. Aug. 1		
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		EQUIPM	ENT		
EQUIPMENT#		DESCRIPTION		COMPANY	HOURS
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			and the second s		
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Barrier Committee Committe	and the second department of the second of t	And proceeding a mass of the first of the second of the se			the second secon
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	LL AMERICAN REPRESE	NTATIVE	WY YOU'S	TOMER HOPHESENTAT	I V



INVOICE

Closed	Invoice #
10/28/2016	19715

Cole Equipment, Inc. 2830 Rubidoux Blvd. Riverside, CA 92509

Bill To:

Customer# 53

ALL AMERICAN ASPHALT Attn: ACCOUNTS PAYABLE

PO BOX 2229

CORONA, CA 92878

Job Descr:

SKIP - INDUSTRY

PO#:

219553

Job #:

28165

Date Out: 9/27/2016

> Terms Aging Date **NET 30 DAYS** 10/28/2016

				Lerms	Aging Date	
Ø			\$3 Day Rot / Fold Here.	NET 30 DAYS	10/28/2016	
C		LLKS	a Cany renia			
	Qty	Key	Description	Returned Date	Price	
į	1	58343-35	SKIP LOADER GP BUCKET	10/20/2016 11:41AM	\$2,145.00	
		21Day \$195	.00 Week \$780.00 4Wks \$2.340.00	:		
	1	INDUSTRY	Deliver to INDUSTRY	Delivery	\$175.00	
١	1	IP-INDUSTRY	PICKUP FROM INDUSTRY	Delivery	\$175.00	
ĺ	4	DIES	DIESEL PER GALLON	Sales	\$26.80	

Ordered By: SHANNON

Salesman: Andy Rojas

Phone: 951-538-5006

Email: andy@coleequipmentrental.com

Used At Address: GRAND AVE AND BAKER PKWY; CITY OF INDUSTRY, CA

Rentals and Sales:	Misc, Charges:	EPA	Damage Waiver:	19 LA CO-9.00%:
\$2,521.80	\$0.00	\$37,54	\$0.00	\$230.34

Current On Account

TOTAL AMOUNT: \$2,789.68	TOTAL PAID:	\$0.00	TOTAL DUE:	\$2,789.68
951-367-0220 Phone		951-367-0)236 Fax	

DISPATCH

ALL AMERICAN ASPHALT

1576 COLE EQUIPMENT INC

2830 RUBIDOUX BLVD

RIVERSIDE CA 92509

Job# : 28165 Location : GRAND AVE

P.O.# :

27- 219553

P.O. Date : 09/26/2016 Date Ordered . 09/26/2016

09/27/2016 Date Required :

Entered By: EVER

Job City :

CITY OF INDUSTR

Vendor Po Number: Expiration Date:

Description	Qty	Price	MOM	Qty Rcvd	Total	
SKIP	2,00	195.00	dy	2.00	390.00	
MOVE	2,00	175.00	EA	2.00	350.00	
3 WK	1,00	780.00	wk	3.00	2340.00	

Remarks : CHAZ/SM

CALLED OFF (SM) 10/20

CITY OF INDUSTRY

CHANGE ORDER

15625 E. Stafford St. City of Industry, CA 91744 (626)333-2211

(626)333	-2211					Change O	rder No	5
Project	t Industry Business Co Sewers, Dry Utilities	enter F	Roadway,	Contract No	IBC-0384	_ Dat	e 12/21/201	7
Туре	ocwers, bry ounties	, & 310	pe Landscaping					
*	Street Improvements	s/Dry U	Itilities	Contracto	r All American Asphalt			*
				Location	City of Industry			
Explan	ation:			*				
	Extra work to expose	and re	epair existing el	ectrical condu	its at Grand Ave. and I	Baker Parkway		
					+			
	Extra Work b	y:					х	
The			ontract Items		Negotiated		T	& M
ITEM	actor is hereby directed to	perform	all labor and to prov	vide all materials	necessary to carry out the v		And the second second	
100		_11			UNIT	Т	OTALS (\$)	
NO.	IT	EM		QUANTITY	PRICE	+		-
1	See T&M Summary							
- '	oee raw ourninary	_						
						12.12		
					TOTAL COST		60.00	
					TOTAL COST		\$0.00	
T&MS	UMMARY							
*Labor Cos			+	20%	Total Subcontractor		\$	11,042.54
*Equipmer				15%	Total MU	10% 1st \$5000		500.00
*Material C	post reakdown of labor, equipme	ont and		15%	Total MU	5% over \$5000		302.13
Attach bi	reakdown or labor, equipme	ent and i	materials)	% of	Sub-Total		\$	11,844.67
CHANG	E ODDED OURSEAD			Contract	L			
CHANG	E ORDER SUMMAR	1		Amount	Other Additive	1% Bond	\$	118.45
Original Co	ontract Amount	\$1	18,784,000.00		Total T & M		\$	11,963.11
Total Previ	ious Change Orders	\$	82,226.96	0.44%				
Tatal Oh		0			Pay This	4	332	
Total Chan	ige Orders	\$	94,190.07	0.50%	CHANGE ORDER	\$ -	\$	11,963.11
Authorize	ed by			Ad	ditional Working Days	5		
							•	
hereby c	certify that the quantities	shown	and/or amounts	shown for equi	pment, material and labo	r costs (if any) are	correct	
the total of	cost includes companie	the tota	cost shown about	ve shall be con	sidered final payment for	the work specifie	d by this chan	ige order.
/ Colar C	cost includes compensa	luon ioi	any delay in the	preparation of	this change order and the	time to complete	the specified	work.
	1		12/14/1	7				
Contractor	Representative		Date	· ·	Paul لر Philips - Executive Di	rector		Date
	4	_	12/14/17		Surando 3	2	12	14.17
lement N.	Calvillo-Agency Engineer		Date	15	Gerardo Perez, Project Man	The state of the s		Date
						C.O. #	5	



P.O. BOX 2229

CORONA, CA 92878

CHANGE ORDER REQUEST

To:	NC Engineering	TRANSMITTAL DATE:	9/8/17				
460 - Ta	55 N. HACIENDA BLVD., SUITE 222	COR No:	005				
_	ITY OF INDUSTRY, CA 91744	AAA Jos No:	28165				
ATTN: G.	ERARDO PEREZ						
	Austra Business Conton Dockness Con	or Dry Hilitias & Slope Le	ndecanina a	and Grand Av	e Widening		
	dustry Business Center Roadways, Sewo ontract No. IBC-0384	er, Dry Ommes & stope Lo	inascaping a	na Grana Av	e muening		
	omraci no. ibe osor						
ITEM No.	DESCRIPTION:		QUANTITY:	UNIT COST:	TOTAL:		
1.	T&M 5/23/17, 6/19/17, 6/20/17, 7/12/17, & 7/previously installed conduits damaged by othe		1 LS	\$ 11,042.54	\$ 11,042.54		
	Prime Con	tractor 10% Mark-up first \$5,000			\$ 500.00		
	Prime Con	ntractor 5% Mark-up over \$5,000			\$ 302.13		
		Sub-Tota	1		\$ 11,844.67		
		1% for Bond	1		\$ 118.45		
	Te	otal Change Order Request Price	,		\$ 11,963.12		
	Please add 5 working days to the o	contract for this work					
	PROVED PROVED AS NOTED	REVISE &	RESUBMIT				
APP	ROVED AS NOTED	REJECTEL					
		COMMENTS					
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ECEIVE	D BY,	TRANSMITTE	D BY,				
		C	-X	-	9		
		GORDON KLII		an / nna rece	MANAGER		
400 EA	ST SIXTH ST	PUBLIC WORK			MANAGER		

FAX:

LICENSE NO.

(951) 736-7646

267073 A

NG. TRACTOR RIVE 1708

ADDRESS CITY, STATE, ZIP	MERICI	ad A51	1000	SOUSTRY CASWAY	Bus	NESS	CEN	ITER
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BEPAIR INC	ALERIAL SILCO:	SPEN	TO FINI	537	\$ 25	352, 2	2.6

CHANGE ORDER

15625 E. Stafford St.

	dustry, CA 91744 -2211					,	Change Ord	er No	6
Project	Industry Business C Sewers, Dry Utilities	Center Ro	adway,	Contract No.	IBC-0384	_	Date	12/21/20	17
Type Project	Street Improvement			Contractor	All American Aspha	nlt			*
				The second second	City of Industry				
Explan	ation:			700000					
	Extra work to place	and comp	pact base mat	erial at the str	eet light foundation le	ocation			*
	Extra Work I	by:				_			Х
The contr	actor is hereby directed to	100	ntract Items labor and to pro	vide all materials	Negotiated necessary to carry out the	e work de	scribed below:		Г&М
ITEM					UNIT			TALS (\$)	
NO.	17	TEM		QUANTITY	PRICE		+		4
1	See T&M Summary								
					TOTAL COS	вт		\$0.00	
T&MS	SUMMARY								
*Labor Co			+	20%	Total Labor	\$	1,293.00	20% \$	
*Equipme				15%	Total Equipment	\$	274.80	15% \$	
*Material				15%	Total Materials	\$	390.00	15% \$	
("Attach b	reakdown of labor, equipn	nent and m	ateriais)	% of	Sub-Total	_		φ	2,310.12
				Contract		407	varia.		00.40
CHANG	E ORDER SUMMAR			Amount	Other Additive	1% E	sond	\$	A STATE OF THE STA
Original C	ontract Amount	\$18	3,784,000.00		Total T & M			\$	2,339.28
Total Prev	vious Change Orders	\$	94,190.07	0.50%	Pay This				
Total Cha	nge Orders	\$	96,529.35	0.51%	CHANGE ORDER	\$	-	\$	2,339.28
0 - 41					latina a l'Avadria a Bar	100			
Authoriz	ted by			Ad	Iditional Working Day	ys			
			and/or amounts	shown for equi	pment, material and la	bor cost	s (if any) are	correct	
I hereby	certify that the quantitie	es snown a				for the v	vork specified	by this ob	ange order
to the be	st of my knowledge and	d the total							
to the be	PROPERTY AND THE COURT HAVE BEEN AS A PARTY OF A SHOP OF THE	d the total							
to the be	st of my knowledge and	d the total							
to the be The total	st of my knowledge and	d the total				the time	to complete		

C.O. # 6



CORONA, CA 92878

CHANGE ORDER REQUEST

To:	CNC ENGINEERING	TRANSMITTAL DATE:	9/8/17				
10.	255 N. HACIENDA BLVD., SUITE 222	COR No:	006				
	CITY OF INDUSTRY, CA 91744	AAA Job No:	28165				
ATTN:	GERARDO PEREZ						
Re:	Industry Business Center Roadways, Sewe	er, Dry Utilities & Slope Lo	andscaping a	and Grand Av	e Widening		
	Contract No. IBC-0384						
ITEM !	No. DESCRIPTION:		QUANTITY:	UNIT COST:	TOTAL:		
1.	T&M 6/1/17 All American – Place & compact footings	base around SL conduit for	1 LS	\$ 2,339.28	\$ 2,339.28		
		otal Change Order Request Price	е		\$ 2,339.28		
	Please add 1 working day to the co	ontract for this work					
A	PPROVED		RESUBMIT				
A	PPROVED AS NOTED	REJECTEL)				
		COMMENTS					
RECEI	VED BY,	TRANSMITTE	D BY,				
		C	-K	-	2		
		GORDON KLII PUBLIC WORI		OR / PROJECT	T MANAGER		
	EAST SIXTH ST.	TELEPHON		736-7600			
P.O.	BOX 2229	FAX:	(951)	736-7646			

267073 A

LICENSE NO.

DAILY EXTRA WORK REPORT

oscription of Wo	28165 - Industry Business Center By: All American Asphalt ork: Place & Compact Base Around Streetlight Conduit F	or Footings.			Ticket No.	79705	🔀 Signed	Change Order Billing Number Report Date Perform Date	999 4.0 8/28/2017 6/01/2017
abor Charg	ges	PARTICIPATION OF THE PARTICIPAT	errennen er	The control of the second control of the control of	Annual consequence of the second	en en programment i sommen meg per en prominen programmen per en programmen. Primer de 1994 i som 4 februarien mende en Fransammen en en samplen	NACATION TO REPORT TO A STATE OF THE STATE O	Labor Cha	
Craft ID OE F	Employee Name	RT Hrs	OT Hrs Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	1,293.00
⁰² OE 10	R Williams	6.00		91.060			546.36		
BRAP A1	S Laycock	6.00		88.340			530.04	OT Labor	0.00
CURAP A	1 JJ Mendoza	6.00		36.100		Property to the New York of the State of the	216.60		
quipment (Charges							Subtotal Labor	1,293.00
270686	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended	Subsistence	0.0
270517	Ford F-250 Pickup	6.00		16.340			98.04	Other Expenses	0.0
051/</td <td>Skiploader</td> <td>6.00</td> <td>Commenter with the comment of the co</td> <td>29.460</td> <td></td> <td></td> <td>176.76</td> <td>MU 20.00%</td> <td>258.6</td>	Skiploader	6.00	Commenter with the comment of the co	29.460			176.76	MU 20.00%	258.6
terial/Spe	ecialist Work/Lump Sum or Unit Price Payn	nent	THE PERSON NAMED AND PERSON NAMED AND PERSON NAMED AND PERSON NAMED AND PARTY AND PART	THE RESERVE OF THE PROPERTY OF THE PARTY OF		THE REST OF THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER.	The Paris of the Maria State of the Control of the	Labor Total	1,551.6
Number 938297	Date Vendor Name and Description				Units	Unit Price	Extended	and the second control of the second control	
938297	6/01/2017 OTM Trucking / Water Truck			6	.000 HR	65.00000	390.00	Equipment	
						the same of the sa		Subtotal	274.8
								<i>ми</i> 15.00%	<u>41.2</u> 316.0
								Material C Subtotal MU 15.00% Material Total	390.0 <u>58.5</u> 448.
								Subcontract	Charges
								Activity Total	2,316. ⁻
								Bill Surc	harge
								Bonding 1.00%	23.1
								Bill Subtotal	2,339.2
4	All American Asphalt P.O. Box 2229, Corona, CA 92878-2229	T COMPANY STREET, CONTINUES AND A STREET, AN	Accepted:		and the second s	Date	and tackmand and on the first first and the constraints of the constra	Bill Total +	2,339.
MERICAN HALL	Phone: 951.736.7600 Fax: 951.739.4671		Customer.			Date			
			Contractor			Date		Page 1	





ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-7646 400 E. SIXTH STREET, P.O. BOX 2229, CORONA, CA 92878-2229

CONTRACTORS LICENSE #267073 A.C.12 DIR #1000001051

ALITHORIZATION FOR EXTRA WORK OR CHANGE IN PLANS

DATE: 61-17	PROJECT NAME:	Successor	Agency	LOCATION:	Grand	Ave
DATE: WY	PHOSEOT WANTE.	- 0 (())	3 /	4.1	0 -	1.4

AAA PROJECT MANAGER:

AGENCY/CITY: City of Industry

AAA JOB#: 28165 FOREMAN: Ronnie Williams DESCRIPTION OF WORK: Place and compact

Base around streetlight conduit for footings.

	LABOR		
EMPLOYEE# 4806 3438 5896	Romic Williams Sean Laycock Sonathan Mendoza	Foreman Operator Apprentice Caborer	HOURS 666

EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
272 118	F250 Pickup with tools	44	6
270517	Skip loader 210LE	44	6
381920	water truck	OTM	6

	MATERIAL		
MATERIAL TYPE	VENDOR	UNIT	QUANTITY

	DUMP FEES		
DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY

ALL AMERICAN REPRESENTATIVE



INVOICE

ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

400 E. SIXTH ST., P.O. BOX 2229, CORONA, CA 92878-2229 951-736-7600

2772

Invoice # 938297

Invoice Date 06/30/17

Page: 1

Total

Job Number:

28165

Job Address:

GRAND AVE

CITY OF INDUSTR

Job City: Quote #

28165

P.O. # :

Total

Cust Job # :

Rate

Unit Unit Env Units U/M Price Total Fee Tax Haul Haul Product

509722 06/01/17 WATER TRUCK

Ticket # Date

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEV AGENCY

15625 E STAFFORD ST #100

Description

CITY OF INDUSTRY CA 91744

6.00 HR 65.00

390.00

390.00

B=BOTTOM DUMP E=END DUMP F=FOB P=TRUCK & PUP S=STRONG ARM T=TEN WHEELER X=TRANSFER

Tons

.00

Taxable (Material)

.00

Tax Exempt (Material)

Env. Fee

Sales Tax

.00 FDL

Non-Taxable

Invoice Amount

(Haul)

390.00

390.00

Terms: Payment due by 10th day of month following month of delivery. 1% service charge per month on accounts past 30 days.

ORIGINAL

CHANGE ORDER

15625 E. Stafford St.

City of Inc (626)333-	dustry, CA 91744 2211					Change Ord	er No	7
Project	Industry Business (Sewers, Dry Utilitie	Center Ro	<u>adway,</u> e Landscaping	Contract No.	IBC-0384	Date	12/21/2017	
Туре				0				
Project	Street Improvemen	its/Dry Ut	lities	Contractor	All American Asphalt			
				Location	City of Industry			
Explan	ation:							
		ot shown	per the plans o	n Ferrero Par	kway, relocate a street	light handhole int	erfering with	n the
	new Caltrans drive	way and b	ackfill around	the street light	t foundations on Grand	Ave.		
			-			1		
	Extra Work	by:	ontract Items				T 8	
The					Negotiated	ork described below:	1.8	ά IVI
	actor is nereby directed t	o perrorm a	ili labor and to prov	/ide all materials	necessary to carry out the w		TALS (\$)	
ITEM		ITENA		OLIANITITY		+	TALO (\$)	
NO.		ITEM	н ,	QUANTITY	PRICE			
1	See T&M Summary	,						
				-				
					TOTAL COST		\$0.00	
T 0 M	NI IAAAA A DOV							
*Labor Co	SUMMARY		+	20%	Total Subcontractor		\$	5,737.20
*Equipme				15%	Total MU	10% 1st \$5000	\$	500.00
*Material			+	15%	Total MU	5% over \$5000	\$	36.86
(*Attach b	reakdown of labor, equip	ment and r	naterials)		Sub-Total		\$	6,274.06
				% of Contract				1
CHANG	E ORDER SUMMA	RY		Amount	Other Additive	1% Bond	\$	62.74
Original C	ontract Amount	\$*	18,784,000.00		Total T & M		\$	6,336.80
100 E	vious Change Orders	\$	96,529.35	0.51%				
Total Prev	rious Change Orders	Ψ			Pay This		14	10.000.00
Total Cha	nge Orders	\$	102,866.15	0.55%	CHANGE ORDER	\$ -	\$	6,336.80
Authoriz	red by			Ac	ditional Working Days	2		
, , , , , , , , ,								
					ipment, material and labo			or result
					nsidered final payment fo			
The total	cost includes comper	nsation for	any delay in the	preparation of	this change order and the	e time to complete	tne specified	work.
	V	-	N/Iw	1,0				
Contracto	r Representative)	12/19/ Date	.()	Paul JPhilips - Executive D	irector		Date
Johnacio	- Topicsonalive		12/2/11	7	/surardo (-	Rox	1	2.14.17
Clement N	N. Calvillo-Agency Engine	eer	Date		Gerardo Perez, Project Mar			Date
						C.O. #	7	



CHANGE ORDER REQUEST

To:	CNC Engineering	TRANSMITTAL DATE:	9/8/17				
(a)	255 N. HACIENDA BLVD., SUITE 222	COR No:	007				
7	CITY OF INDUSTRY, CA 91744	AAA Job No:	28165				
	GERARDO PEREZ						
Y 7 11 2	Land State of the Control of the Con	Use Obbas Asis A. K.	10m2.05 0.		andbd.c		
	ndustry Business Center Roadways, Sewer	, Dry Utilities & Slope La	ndscaping a	nd Grand Av	e Widening		
(Contract No. IBC-0384						
ITEM No	D. DESCRIPTION:		QUANTITY:	UNIT COST:	TOTAL:		
1.	T&M 7/14/17 & 7/24/17 AD Wilson – relocate of	conduits and SL	1 LS	\$ 5,737.20	\$ 5,737.20		
	Prime Contro	actor 10% Mark-up first \$5,000			\$ 500.00		
	Prime Contr	actor 5% Mark-up Over \$5,000			\$ 36.86		
	Sub-Total				\$ 6,274.06		
		1% for Bond			\$ 62.74		
	Total	al Change Order Request Price			\$ 6,336.80		
	Please add 2 working days to the co	ntract for this work					
	PROVED	REVISE &					
AP	PPROVED AS NOTED	REJECTED					
		COMMENTS					
RECEIV	ED BY,	TRANSMITTEL	ову,	-	9		
		GORDON KLIN PUBLIC WORK		OR / PROJECT	MANAGER		
400 E	AST SIXTH ST.	TELEPHON		736-7600			

FAX:

LICENSE NO.

(951) 736-7646

267073 A

400 EAST SIXTH ST. P.O. BOX 2229 CORONA, CA 92878

TOP

ADDRESS AMERICAN ASPHALT ADDRESS CENTER BOADWAYS CITY, STATE, ZIP ORDER NUMBER SALESPERSON WHEN SHIP HOW SHIP 16-549 QUANTITY 1 Lit / (T) HAR FOREMAN THR 10 HIDE BACKHOE SHR LABOR (BEA) 115.00 460 00 (40.00 560 00 HIR ZTON TRUCK 7200 1728:00 HAR AIR COMPRESSOR 33 00 132 00 YHR CHIPPING GUN 38.00 152 00 1500 60:00 TIME SPENT TO RE-LOCATE 5" PUPT STA 7+49

TOR

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WORKING HAMERICAN MAPHINET	SHIP TO		
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CITY, STATE, 21P	AUDRESS	The second second	LENTE
MIT. STATE, 219	ROADWAYS	The state of the s	
ORDER NUMBER DEPARTMENT SALESPERSING			11 1111
SALESPERSON WHE	SHIP TERMS	HOW SHIP	
16-549 QUANTITY 1			DATE
		L.	7/24/1-
54R EGRECALAN		PRICE	AMOUNT
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The second secon			
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	The second of th	120	045.20
			71

CHANGE ORDER

15625 E. Stafford St. City of Industry, CA 91744 (626)333-2211

Change Order No. 8

Project	Industry	Business Center Roadway,	Contract No.	IBC-0384	Date 12/21/2017	
		Dry Utilities, & Slope Landscaping	-		1.11.	

Type

Project Street Improvements/Dry Utilities Contractor All American Asphalt

Location City of Industry

Explanation:

Sewer plan revisions to avoid relocating an existing 24-inch water main include revising the size to 15-inch diameter sewer, realignment and lowering the sewer, connect existing house laterals and a 10-inch sewer

Extra Work by: x x x Negotiated T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM			UNIT	TOT	ALS (\$)
NO.	ITEM	QUANTITY	PRICE	+	-
1	Sewer revisions(includes MU)	LS	\$244,931.06	\$244,931.06	
BI #9	Jack & Bore 24" Casing	20 LF	\$1,200.00	\$ 24,000.00	
BI #6	Install 12" Welded Ductile Iron Pipe	20 LF	\$161.00	\$ 3,220.00	
BI#7	Delete Manholes	3 EA	\$5,800.00		\$17,400

TOTAL COST \$254,751.06

T & M SUMMARY

I de la columnate								_	
*Labor Cost		+	20%	Total Labor	\$	859.00	20%	\$	1,030.80
*Equipment Cost		+	15%	Total Equipment	\$	170.32	15%	\$	195.87
*Material Cost		+	15%	Total Materials	\$	335.80	15%	\$	386.17
(*Attach breakdown of labor, equipr	ment and	materials)		Sub-Total		1		\$	1,612.84
CHANGE ORDER SUMMAR	RY		% of Contract Amount	Other Additive	1% B	ond		\$	16.13
Original Contract Amount	\$	18,784,000.00		Total T & M				\$	1,628.97
Total Previous Change Orders	\$	102,866.15	0.55%	Pay This					
Total Change Orders	\$	359,246.18	1.91%	CHANGE ORDER	\$2	56,380.03		\$	1,628.97

Authorized by _____ Additional Working Days _____ 20

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Contractor Representative

Date
12/14/17

Paul J Philips - Executive Director

Allacado

Gerardo Perez, Project Manager

12.14-17 Date

erardo Perez, Project Manager

Clement N. Calvillo-Agency Engineer



CHANGE ORDER REQUEST

CNC ENGINEERING	TRANSMITTAL DATE:	12/7/17
55 N. HACIENDA BLVD., SUITE 222	COR No:	008 R1
TITY OF INDUSTRY, CA 91744	AAA Job No:	28165
ERARDO PEREZ		
	55 N. HACIENDA BLVD., SUITE 222 ITY OF INDUSTRY, CA 91744	55 N. HACIENDA BLVD., SUITE 222 COR No: ITY OF INDUSTRY, CA 91744 AAA Job No:

ITEM No.	DESCRIPTION:	QUANTITY:	UNIT COST:	TOTAL:
	Revised – Plan Revision 7 Sewer			
1.	O'Duffy attached \$230,720.00 x10% fist \$5000 and 5% over \$5000 + 1% Bond	1 LS	\$ 244,931.06	\$ 244,931.06
3.	All American Asphalt – T&M Traffic Control for Potholing	1 LS	\$ 1,628.97	\$ 1,628.97
	Additional Bid Item Quantities			
4.	Add Bore Length per Schedule F Bid Item #9	20 LF	\$ 1,200.00	\$ 24,000.00
5.	Add 12" Welded DIP per Bid Schedule F Bid Item #6	20 LF	\$ 161.00	\$ 3,220.00
	Deleted Bid Item Quantities			
6.	Delete Construct MH per Bid Schedule F Bid Item #7	3 EA	(\$ 5,800.00)	(\$ 17,400.00)
	Total Change Order request Price			\$ 256,380.03
	Please add 20 working days to the contract for this work			

ESUBMIT
_

RECEIVED BY,

TRANSMITTED BY,

400 EAST SIXTH ST. P.O. BOX 2229 CORONA, CA 92878 PUBLE MONXS ESTIMATOR 7 PROPRET MANAGER FAX: (951) 736-7646

LICENSE NO. 267073 A



O'DUFFY CONSTRUCTION

GENERAL CONTRACTOR'S License #647025 24034 GUNTHER RD. ROMOLAND, CA 92585 BID PROPOSAL and CONTRACT

DIR# 1000006692 SBE # 9090

DADODUFFY@AOL.COM

DATE:	10/19/201	7	NICK DUFFY @ 951-575-0275 PROJECT: INDUSTR	Y BU	JSINESS CENTE	R		
BID TO:	ALL AMERIC Estimator	CAN AS	PHALT LOCATION INDUSTRI GORDON OWNER/DEV.	TRY				
FAX		We pro	omise to furnish labor & material for these items at the unit prices shown below					
Item#	QTY	TUNIT		Vn	it Price	To	otal	
1341777	3411		CHANGE ORDER PROPOSAL PER PLAN REVISION 7 SEWER REVISED			3		
	1	EA	ADDITIONAL MOBILIZATION	1	15,250.00	\$	15,250.00	
	630	LF	ADDITIONAL COST AND WORK FOR 15" EXTRA STRENGTH VCP SEWER	3	109.00	3	68,670.00	
	1	EA	ADDITIONAL WORK FOR SEWER MANHOLE AT STATION 16+02	1	36,200.00	1	36,200.00	
_	1	LS	Applitional sewage bypass work	1	40,850.00	1	40,850.00	
	1	LS	ADDITIONAL SHAFTING AND COST FOR SEWER MANHOLES(3 MANHOLES)	3	9,150.00	3	9,150.00	
	1	12	SOLID SHEETING DELETED BASED ON EXTENDING STEEL CASING(BORING)	ť	2,130,00	1	7,130,00	
		F.4	ADDITIONAL JOIN EXISTING 6" LATERAL AND REMOVE AND PLUG EXISTING	3	8,900.00	\$	35,600.00	
	4	EA	REMOVE EXISTING MANHOLE AND ABANDON EXISTING 10" SEWER	7	19,400.00	1	19,400.00	
	11	EA	The Control of the Co	7	19,400.00	7	19,400.00	
		1	AND TIE IN LATERAL	3	5 (00 00	\$	5,600.00	
	1	1.5	T&M ON 9-12-2016 POTHOLLING	7	5,600,00	3	5,600.00	
_						\$		
						\$		
						\$	-	
			NOTE: ALL WORK QUOTED ABOVE IS ABOVE AND BEYOND THE ORIGINAL			\$		
		I	CONTRACT UNIT PRICING. THIS PROPOSAL IS TO BE PAID AS A LUMP			\$		
			SVM IN A CHANGE ORDER.			\$	-	
			INCLUDING HAUL AWAY TO STOCK PILE ON SITE			5	-	
						\$	-	
			EXCLUSIONS					
			SAME AS ORIGINAL CONTRACT					
-								
		-						
	-	-						
		-		_	TOTAL		\$230,720.00	
ACCEPTED			BID NO. BUYER VALID FOR:	_				
			57.16					
			BY Nick I	uff	v			
					onstruction			

O'DUFFY CONSTRUCTION

24034 GUNTHER RD. ROMOLAND, CA 92585 LIC.# 647025

TEL:(951)928-0992

FAX:(951)928-9997

INVOICE

				k			
TO:	ALL AMERICA	N ASPHALT		PROJECT: PRO	JECT 0384 IND	UST	₹Y
				LOCATION:			32:
ATT:	RON	Design Control of the		DATE:	9/12/20	16	
ltem#	DATE BID		DESCRIPTIO	V :	UNIT PRIC	E A	MOUNT
	T	EXTRA WORK				\$	▼
	1	7 EA POTHOLE				\$	5,600.00
		<u> </u>				\$	-
· WHINE SELECTION CONTROL OF THE						15	-
						\$	-
						\$	
						\$	-
						\$	-
		100000000000000000000000000000000000000				\$	-
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				:		\$	_
						\$	_
				1		\$	-
				:		\$	
				1		\$	
				,	TOTAL	\$	5,600.00
	CONSTRU	CTION DAT	E	:			DATE

O'Duffy Construction

24034 Gunther Road Romoland, CA 92585

Invoice

Date	Invoice #			
9/12/2016	322 EWR1			

Bill To

All American Asphalt
400 East Sixth Street
P. O. Box 2229
Corona, CA 92878-2229

COPY

JEBIUS F

RON

					Carlotte March 1981
	P.O. No.	Terms	Cust. Job No.	O'Duffy Job No.	ICDC No.
	322	Net 30	Project 0384		322
	Description		Qly	Rate	Amount
Extra Work Po	tholes 7 EA	PC	STED	ENTERED	200.00 5 720.00
		AL	LAMERICAN ASPHALT		
business.		AL	ACC - NO.		
business.		AL	LAMERICAN ASPHALT Total	ents/Credits	\$5,600.00 \$0.00
	Extra Work Po	322	Description Extra Work Potholes 7 EA	Description Qty Extra Work Potholes 7 EA	Description Qty Rate Extra Work Potholes 7 EA Description Qty Rate 5,600.00

1	DAIL	LEVIL	IA WU	KK KEP	OHI					
Description of Work	28165 - Industry Business Center All American Asphalt T/C For O'Duffy Pot Holing New Sewer Line Crossing					Ticket No.	75104	☐ Signed	Change Order Billing Number Report Date Perform Date	999 2.0 10/06/2016 8/17/2016
Labor Charge									Labor Cha	
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	650.08
LO1 LBRF	C Kibler	8.00	2.00		81.260	104.460	2000 1100	859.00		030.00
Equipment C									OT Labor	208.92
Equipment ID	Description	RT Hrs	OT Hrs		RT Rate	OT Rate	Delay Factor	Extended	O'I Lador	208.92
E01 272108	Pickup	8.00			18.260			146.08	Column 1) - Co	050.00
E02 000005	Flashing Arrowboard	8.00			3.030			24.24	Subtotal Labor	859.00
Material/Spec	cialist Work/Lump Sum or Unit Price Payment							-1161	Subsistence	0.00
Number	Date Vendor Name and Description					Units	Unit Price	Estanded	Other Expenses	0.00
M01 908430	8/17/2016 All American Asphalt / Cold Mix					.000 TN	83.95000	Extended 335.80	ми 20.00%	171.80
							7,110,144	000.00	Labor Total	1,030.80
1									Equipment Subtotal MU 15.00% Equipment Total	Charges 170.32 25.55 195.87
									Material C	
									Material C	
									Subtotal	335.80
									ми 15.00%	50.37
									Material Total	386.17
									Subcontract	Charges
									Activity Total	1,612.84
									Bill Surci Bonding 1,00%	harge 16.13
									Bill Subtotal	1,628.97
AV -	All American Asphalt		1	Accepted:						
1	P.O. Box 2229, Corona, CA 92878-2229								Bill Total +	1,628.97
ALLAMERICAN	Phone: 951.736.7600 Fax: 951.739.4671		-	Customer:			Date:			100
NTS Special Bill Fo				Contractor:			Date:		Page 1	
THE SPECIAL DILLE										



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

Nº 75104

T 951-736-7600 F 951-736-7646 400 E. SIXTH STREET, P.O. BOX 2229, CORONA, CA 92878-2229

CONTRACTORS LICENSE #267073 AC12 DIR #1000001051

AUTHORIZATION FOR EXTRA WORK OR CHANGE IN PLANS

LOCATION: Benton & Ferrero
: C/o Industry
NOFWORK: T/C FOR O'DUFFY

	LABOR		
EMPLOYEE#	NAME	POSITION	HOURS
5370	Chaz Kibler	ForeMan	10

EQUIPMENT								
DESCRIPTION	COMPANY	HOURS						
FZ50 Pickup	A14	1 Day						
Arrow boards	ALL.	1 Day						
		DESCRIPTION COMPANY						

	MATERIAL		
MATERIAL TYPE	VENDOR	UNIT	QUANTITY
Coldmix	A.A.	Ton	4

DUMP FEES								
DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY					
			-					

Chay I hill

INVOICE

ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

400 E. SIXTH ST., P.O. BOX 2229, CORONA, CA 92878-2229 951-736-7600 Invoice # 908430 Invoice Date 08/17/16

Page: 1

SUCCESSOR AGENCY TO THE

2772

Job Number:

28165

Job Address:

GRAND AVE / BAKER

Job City: Quote # CITY OF INDUSTR

. .

SALCIDO, RON

P.O. # : Cust Job # :

		Unit	Unit	Env		Haul	Hau1	Product	
Ticket # Date Description	Units U/M	Price	Total	Fee	Tax	Rate	Total,	Total	
20389834 08/17/16 COLD MIX SC-800	20 19 mm	73:41	1 482 1	5 00	31.70	8 07	101 10	1 504 05	

83.95 TN

B-BOTTOM DUMP E-END DUMP F-FOB P-TRUCK & PUP S-STRONG ARM T-TEN WHEELER X-TRANSFER x transfer rate applies Taxable Tax Exempt Env. Fee Sales Tax Non-Taxable Invoice Amount (Naterial) (Material) (Haul) 20.19TN .00 1,482.15 31.70 .00 FDL 181.10 1,694.95

Terms: Payment due by 10th day of month following month of delivery. 1% service charge per month on accounts past 30 days.

ORIGINAL

Gerry Perez

From: Gordon Kline <gkline@allamericanasphalt.com>

Sent: Thursday, December 07, 2017 3:32 PM

To: Gerry Perez

Subject: #28165 Industry - COR #009 Canceled

Attachments: #28165.gk.cor.009.pdf

COR# 9

Gerry,

We are withdrawing our previously submitted COR #009 since this work does not need to take place.

Regards,

Gordon Kline Estimator / Project Manager



An Equal Opportunity Employer

400 E. Sixth St. Corona, CA 92878

Phone: (951) 736-7600 (Ext 208)

Cell / Text: (951) 453-4635

Fax: (951) 736-7646

gkline@allamericanasphalt.com

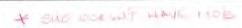
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CHANGE ORDER REQUEST

To:	CNC ENGINEERING	TRANSMITTAL DATE:	10/20/17
	255 N. HACIENDA BLVD., SUITE 222	COR No:	009
	CITY OF INDUSTRY, CA 91744	AAA JOB NO:	28165
ATTN:	GERARDO PEREZ		
Re:	Industry Business Center Roadways, Sewer,	Dry Utilities & Slope L	andscaping and Grand Ave Widening
	Contract No. IBC-0384		

ITEM No.	DESCRIPTION:	QUANTITY:	UNIT COST:	TOTAL:
	Grand Ave & "A" Street Sewer(O'Duffy attached quote)			
I.	Mobilization \$12,000.00 x 10% first \$5000 and 5% over \$5000 + 1% Bond	1 LS	\$ 12,978.50	\$ 12,978.50
2.	Join Existing MH \$6,500.00 x 5% Mark-up + 1% Bond	1 EA	\$ 6,893.25	\$ 6,893.25
3.	R & R MH on Grand \$ 15,000.00 x 5% Mark-up + 1% for Bond	1 EA	\$ 15,907.50	\$ 15,907.50
4,	R & R 12" VCP Sewer \$348.00 x 5% Mark-up + 1% for Bond	245 LF	\$ 369.05	\$ 90,417.25
5.	New Sewer MH \$ 7,800.00 x 5% Mark-up + 1% for Bond	1 EA	\$ 8,271.90	\$ 8,271.90
6.	New 8" VCP Sewer \$ 175.00 x 5% Mark-up + 1% for Bond	320 LF	\$ 185.59	\$ 59,388.80
7.	Potholing \$ 1,200.00 x 5% Mark-up + 1% for Bond	9 EA	\$ 1,272.60	\$ 11,453.40
8.	Shoring & Plating \$ 10,000.00 x 5% Mark-up + 1% for bond	1 LS	\$ 10,605.00	\$ 10,605.00
9.	Air Testing \$ 11,750.00 x 5% Mark-up + 1% for Bond	1 LS	\$ 12,460.88	\$ 12,460.88
	Total Change Order Request Price			\$ 228,376.48



400 EAST SIXTH ST. P.O. BOX 2229 CORONA, CA 92878 TELEPHONE: (951) 736-7600 FAX: (951) 736-7646 LICENSE NO. 267073 A



CHANGE ORDER REQUEST

ITEM NO.	DESCRIPTION:	QUANTITY	UNIT COST:	TOTAL:
	Please add 20 working days to the contract for this wor	k		
	*Note this work should take place behind our closure of the Westsi. If this work is not performed at that time there will be extra costs for control and supervision.	le of Grand. r traffic		
	*Note that the backfill shall be procured from the base removed fro Eastside of Grand.	m the		
	ROVED ROVED AS NOTED	REVISE & RESUBMIT REJECTED		

APPROVED	R	EVISE & RESUBMIT
APPROVED AS NOTED	R	EJECTED
	COMMENTS	

RECEIVED BY,

TRANSMITTED BY,

GORDON KLINE

PUBLIC WORKS ESTIMATOR / PROJECT MANAGER

400 EAST SIXTH ST. P.O. BOX 2229 CORONA, CA 92878 TELEPHONE: FAX:

(951) 736-7600 (951) 736-7646

LICENSE NO.

267073 A



O'DUFFY CONSTRUCTION

GENERAL CONTRACTOR'S License #647025 24034 GUNTHER RD. ROMOLAND, CA 92585 BID PROPOSAL and CONTRACT

DIR#1000006692 SBE#9090

DADODUFFY@AOL.COM

NICK DUFFY @ 951-575-0215

DATE:	7/1/20	17		1015	PROJECT: INDUSTRY BUSINESS CENTER						
BID TO:	ALL AMERICAN ASPHALT Estimator GORDON				LOCATION INDUSTRY OWNER/DEV.						
FAX		We pro	omise to furnish labor & material fo	or these (tems at the un	t prices shown below		77.	ī			
Item#	QTY	UNIT	Туре	or Description of ite	n	Vi	nit Price	To	ta		
			CHANGE ORDER PROPOSAL	PER PLAN GRAND	AVE & "A" STREET SEW	ER		\$	1.00		
	1	EA	JOIN EXISTING MANHOLE			\$	6,500.00	\$	6,500.00		
	1	EA	REMOVE AND REPLACE EXI	STING MANHOLE O	N GRAND AVE	- 3	15,000.00	\$	15,000.00		
	245	LF	REMOVE AND REPLACE EXI	STING 12" VCP SEWE	R AVERAGE 13' DEEP	\$	348.00	\$	85,260.00		
	600	SF	2' WIDE TRENCH TEMP PAV	ING WITH COLD MI	X 3"THICK	\$	12.50	\$	7,500.00		
	1	EA	NEW SEWER MANHOLE V=1	10'		\$	7,800.00	\$	7,800,00		
	320	LF	CONSTRUCT NEW 8" VCP SE	WER ON "C" STREE	CAVERAGE 11' DEEP	\$	197.00	\$	63,040.00		
	9	EA	POTHOLLING			\$	1,200.00	\$	10,800.00		
	1	LS	SHORING AND PLATING			- 3	10,000.00	\$	10,000.00		
	1	LS	AIR TESTING			3	11,750.00	\$	11,750.00		
	1200	SF	FINISH PAVING (CAP)	1200SF?	AAA			3	~		
	10	DAY	TRAFFIC CONTROL	10 DAYS	AAA			\$	- 2		
	750	LF	SAWCUTTING	750LF +/-	AAA			\$	8 -		
	245	LF	RECESSING PLATES IF REQUI	RED	AAA			\$			
	1	EA	RAISE MANHOLE TO FINISH	GRADE	AAA			\$			
								\$			
								\$			
			INCLUDING HAUL AWAY TO	O STOCK PILE ON SI	TE			\$	-		
			IF SEPARATE MOBILIZATION	IS REQUIRED ADD	12,000.00			\$	4		
			EXCLUSIONS								
		_	SAME AS ORIGINAL CONTR	ACT							
		_	NOTE: PIPELINE IS BID USIN	G NATIVE BACKFIL							
			ROCK EXCAVATION WILL B	E TRACKED AND PA	ID ON T&M						
		7									
		_					TOTAL		\$217,650.00		
ACCEPTED					BID NO.						
	-			BUYER	VALID FOR:						
				DATE	7						
					BY	Nick Duff					
						O'DUFFY C	ONSTRUCTION	+			

CHANGE ORDER

15625 E. Stafford St.

City of Inc (626)333	dustry, CA 91744 -2211					Change Ord	ier No	10
Project	t <u>Industry Business C</u> Sewers, Dry Utilities	Center Ross, & Slope	<u>oadway,</u> e Landscaping	Contract No.	IBC-0384	Date	12/21/201	7
Type Project	Street Improvement	ts/Dry Ut	ilities	Contractor	All American Asphalt			
				Location	City of Industry			
Explan	ation:							
	The existing connec	ctor pipe	in Benton Cour	t requires ren	noval to accommodate	the revised sewe	r alignmen	t. Extra
	work include installi	ng a new	RCP, concrete	e collar and ne	ew catch basin with a V	depth of ?????		
	Fytre Mork	by e			V			
	Extra vvork	Dy Сс	ontract Items	•	x Negotiated		Т	& M
The contr				ide all materials	necessary to carry out the w	ork described below:	•	
ITEM					UNIT		TALS (\$)	
NO.	,	TEM		QUANTITY	PRICE	+	(1)	_
110.								
1	See T&M Summary							
					TOTAL COST		\$0.00	
T&MS	SUMMARY							47,000,00
*Labor Co				20%	Total Subcontractor	100/ 1at \$5000	<u>\$</u> \$	47,380.00 500.00
*Equipme				15% 15%	Total MU Total MU	10% 1st \$5000 5% over \$5000	\$	2,119.00
*Material	Cost oreakdown of labor, equipr	ment and n		1576	Sub-Total	070 OVC1 400000	<u>Ψ</u>	49,999.00
Attach	reaction of labor, equip	none and n	natorialo)	% of				
		->.		Contract		40/ Dand	¢	400.00
CHANG	GE ORDER SUMMAR	₹Y		Amount	Other Additive	1% Bond	\$	499.99
Original C	Contract Amount	\$1	18,784,000.00		Total T & M		\$	50,498.99
Total Prev	vious Change Orders	\$	359,246.18	1.91%				
	inge Orders	\$	409,745.17	2.18%	Pay This CHANGE ORDER	\$ -	\$	50,498.99
Authoriz	zed by			Ac	Iditional Working Days			
Lhoroby	cortify that the avantitie	oe ehown	and/or amounts	shown for equi	ipment, material and labo	r costs (if any) are	correct	
to the be	est of my knowledge an	d the tota	l cost shown abo	ove shall be co	nsidered final payment fo	the work specified	by this cha	nge order.
					this change order and the			
	,			•	-			
Contracto	r Representative		Date		Paul J.Philips - Executive D	irector		Date
Clare	N. Colvillo Agency Frein	OF.	Deta	•	Gerardo Perez, Project Mar	lager		Date
Ciement i	N. Calvillo-Agency Engine	CI	Date		Geraluo Felez, Froject Mar	C.O. #	10	Date

CHANGE ORDER

15625 E. Stafford St.

City of Inc (626)333-	dustry, CA 91744 2211					Change O	rder No	10
Project	Industry Business C			Contract No.	IBC-0384	Date	e 12/21/2017	
Туре	Sewers, Dry Utilities							
Project	Street Improvement	s/Dry U	tilities	Contractor	All American Asphalt			
				Location	City of Industry			
Explan	ation:							
		tor pipe	in Benton Cour	t requires ren	noval to accommodate	the revised sew	er alignment.	Extra
	work include installing	ng a nev	v RCP, concrete	e collar and ne	ew catch basin with a V	depth of 11 ft.	- 8 -inches	
	Extra Work	by:	ontract Items		Manadatad		x	9 84
The contr					Negotiated necessary to carry out the w	ork described below		s. IVI
ITEM	actor to horosy uncotod to	pononn	an idage, dila to pro-		UNIT		OTALS (\$)	
NO.	,	TEM		QUANTITY	PRICE	+	017120 (4)	
INO.		I LIVI		QUANTITI	TRIOL			
1	See T&M Summary							
		-						
		1						
					TOTAL COST		\$0.00	
					The state of the state of			
	UMMARY							
*Labor Co				20%	Total Subcontractor	100/ 1 1 0500	\$	47,380.00
*Equipme				15%	Total MU	10% 1st \$5000		500.00 2,119.00
*Material				15%	Total MU Sub-Total	5% over \$5000	<u> </u>	49,999.00
("Attach b	reakdown of labor, equipr	ment and	materials)	% of	Sub-Total		Ψ	49,939.00
A Charles				Contract	and the state of	420 2000	120	45555
CHANG	E ORDER SUMMAR	RY		Amount	Other Additive	1% Bond	\$	499.99
Original C	ontract Amount	\$	18,784,000.00		Total T & M		\$	50,498.99
Total Pres	vious Change Orders	\$	359,246.18	1.91%				
Total Flet	lous Change Orders	Ψ	333,240.10	1.5170	Pay This			
Total Cha	nge Orders	\$	409,745.17	2.18%	CHANGE ORDER	\$ -	\$	50,498.99
Authoria	and by			۸۰	dditional Working Days			
Authoriz	ed by			Ac	dulional vvoiking Days		-	
I hereby	certify that the quantitie	es showr	and/or amounts	shown for equ	ipment, material and labo	r costs (if any) ar	e correct	
					nsidered final payment for			nge order.
					this change order and the			
1	V		10/11					
	-		12/14/	7				
Contracto	r Representative		Date	2	Paul J.Philips - Executive D	irector	10	Date
Clement N	N. Calvillo-Agency Engine	er	-12/14/1 Date		Gerardo Perez, Project Mar	nager	12'	14 · 17
Ole Hielit I	. Calvino-Agency Engine	01	Date		Corardo i Croz, i roject iviai	.ugoi	2 22	

C.O. # 10



CORONA, CA 92878

CHANGE ORDER REQUEST

To:	CNC Engineering	TRANSMITTAL DATE:	10/23/17		
1777	255 N. HACIENDA BLVD., SUITE 222	COR No:	010		
	CITY OF INDUSTRY, CA 91744	AAA JOB NO:	28165		
ATTN:	GERARDO PEREZ				
	ndustry Business Center Roadways, Sewer, Dry Contract No. IBC-0384	Utilities & Slope La	indscaping a	nd Grand Av	e Widening
ITEM NO	D. DESCRIPTION:		QUANTITY:	UNIT COST:	TOTAL:
	Lime "E" Storm Drain Modification - O'Duffy attack	hed			
1.	Removals		1 LS	\$ 13,730.00	\$ 13,730.00
2.	Construct 24" RCP, Collar, Base Pave, & Utility Supp	ort	1 LS	\$ 16,800.00	\$ 16,800.00
3.	Construct 7' CB 300 V=11.68' and LD		1 LS	\$ 16,850.00	\$ 16,850.00
		Sub-Total	1		\$ 47,380.00
	Mark-up 10%	6 first \$500 and 5% After			\$ 2,619.00
		1% for Bond	1		\$ 499.99
	Total Char	nge Order Request Price			\$ 50,498.99
					1 - 4 - 4 - 7 - 7
-	PROVED PROVED AS NOTED	REVISE & REJECTEL	RESUBMIT		
- 1 272		MATENTE			
	Co	MMENTS			
RECEIVI	ED BY,	TRANSMITTE	D BY,		
		C	-K	-	9
		GORDON KLIN PUBLIC WORK		OR / PROJECT	MANAGER
	AST SIXTH ST. BOX 2229	TELEPHON FAX:	E: (951)	736-7600 736-7646	

LICENSE NO.

267073 A



O'DUFFY CONSTRUCTION

GENERAL CONTRACTOR'S License #647025 24034 GUNTHER RD. ROMOLAND, CA 92585 BID PROPOSAL and CONTRACT

DIR#1000006692 SBE # 9090

DADODUFFY@AOL.COM

NICK DUFFY @ 951-575-0215

DATE:	7/1/20	17	PROJEC		KY BU	SINESS CENTE	R	
BID TO:	ALL AMERIC	CAN AS	PHALT LOCATION GORDON OWNER/D	11.35	ξΥ			
FAX								
Item#	T QTY	VVe pro	mise to furnish labor & material for these items at the unit prices shown below Type or Description of item	-	TUni	it Price	Tot	ta
TVCITT	Q.	Olati	CHANGE ORDER PROPOSAL PER PLAN LINE E STORM DRAIN MO	DIFICATION			\$	-
-	3	EA	POTHOLES	300130101313	3	1,200.00	3	3,600.00
	1		REMOVE EXISTING 7' CATCH BASIN		3	4,500.00	3	4,500.00
	24	LF	REMOVE EXISTING 24" RCP	_	13	95.00	3	2,280.00
-	1	EA	REMOVE EXISTING CONCRETE COLLAR		3	850.00	3	850.00
	1	-	SAWCUTTING		\$	2,500.00	\$	2,500.00
	-		NEW IMPROVEMENTS		15		3	
	1	EA	CONSTRUCT CONCRETE COLLAR		\$	1,900.00	\$	1,900.00
	24	LF	24" RCP		3	350.00	\$	8,400.00
	1	EA	7' CB 300 V=11.68'		\$	12,750.00	\$	12,750.00
	1	EA	DECK AND LOCAL DEPRESSION PER COI 212 CASE 2		\$	4,100.00	\$	4,100.00
	1	LS	BASE PAVING / SLOT PAVING		\$	4,500.00	\$	4,500.00
	2	EA	UTILITY SUPPORTS (1) 12" SEWER (2) 6" REC WATER		1	1,000.00	\$	2,000.00
							\$	
			AAA TO PROVIDE FINISH PAVING AND CAP				\$	- 2
		7	WORK ESTIMATED TO TAKE 7 WORKING DAYS				\$	
	11-0-				-		\$	-5
			INCLUDING HAUL AWAY TO STOCK PILE ON SITE				\$	~
							\$	
			EXCLUSIONS					
		W	SAME AS ORIGINAL CONTRACT					
	7.			Carlo S				
			NOTE: PIPELINE IS BID USING NATIVE BACKFILL AND CASE 3 BED	DING				
			ROCK EXCAVATION WILL BE TRACKED AND PAID ON T&M				-	
								The state of the s
						TOTAL		\$47,380.00
ACCEPTED:			BID NO.	1				
			BUYER VALID FOR:				į.	
			DATE					
				140	·			
			BY	Nick I				
				O'DUF	FY CC	INSTRUCTION		

CHANGE ORDER

15625 E. Stafford St.

(626)333-	lustry, CA 91744 2211					Change Ord	der No11
	Industry Business C Sewers, Dry Utilities	enter Ro	oadway, e Landscaping	Contract No.	IBC-0384	Date	12/21/2017
Type Project	Street Improvement	s/Dry Ut	ilities	Contractor	All American Asphalt		
				Location	City of Industry	1	
Explana	ation:						1
	Per storm drain plan	revision	ns the proposed	concrete out	let structure at the dete	ention basin on th	e northeast corner
	of the eastside site v	vas dele	ted and a new	modified man	hole is proposed		
		4				+	
	Extra Work to	oy:	ontract Items		x Negotiated		T & M
The contra				ide all materials	necessary to carry out the w	ork described below:	1 O M
ITEM					UNIT		TALS (\$)
NO.	lī.	EM		QUANTITY	PRICE	+	-
1	Construct modified r	nanhole		1	\$28,249.70	\$28,249.70	
				. :			
					TOTAL COST	\$2	8,249.70
TPMC	UMMARY						
*Labor Co			+	20%	Total Labor		
*Equipme				15%	Total Equipment		
*Material (Cost		+	15%	Total Materials		
(*Attach b	reakdown of labor, equipm	nent and n	naterials)		Sub-Total		1
				% of Contract			
CHANG	E ORDER SUMMAR	Y		Amount	Other Additive		
Original C	ontract Amount	\$1	8,784,000.00		Total T & M		
Total Prev	ious Change Orders	\$	409,745.17	2.18%			
Total Char	nge Orders	\$	437,994.87		Pay This CHANGE ORDER	\$ 28,249.70	0.15%
						,,	
Authoriz	ed by			Ad	ditional Working Days	5	
			a series de la companya del la companya de la compa	armodu sea		and the second second	1 1
					pment, material and labo sidered final payment for		
					this change order and the		
1	11			1	•		
		0	12/14/	17			
				1	Paul J.Philips - Executive D	irector	Date
Contractor	Representative		17./ Date	-	/		
	Representative Calvillo-Agency Enginee		12/14/1	7.	Gerardo Perez, Project Man	3-	12 14 · 17 Date



P.O. BOX 2229 CORONA, CA 92878

CHANGE ORDER REQUEST

To:	CNC ENGINEERING		TRANSMITTAL DATE:	12/7/17		
10.	255 N. HACIENDA BI	.VD., SUITE 222	COR No:	011 R1		
	CITY OF INDUSTRY,		AAA Jos No:	28165		
ATTN:	GERARDO PEREZ			7711		
Re:	Industry Business C	enter Roadways, Sew	er, Dry Utilities & Slope Lo	andscaping a	and Grand Av	e Widening
	Contract No. IBC-0	The state of the s				
ITEM N	NO. DESCRIPTION:			QUANTITY:	UNIT COST:	TOTAL:
	Revised – Plan Rev	vision 3 Storm Drain – O'1	Duffy attached			
1.	Construct Modified	МН		1 LS	\$ 26,400.00	\$ 26,400.00
	Pri	me Contractor 10% Mark-i	up first \$5000 and 5% over \$500	0		\$ 1,570.00
			Sub-Tota	ıl		\$ 27,970.00
			1% for Bond	d		\$ 279.70
		T	otal Change Order Request Price	e		\$ 28,249.70
	Please	add 5 working days to the	contract for this work			
1.			DEVICE P	RESUBMIT		
	PPROVED PPROVED AS NOTED		REJECTE			
			COMMENTS			
RECEI	VED BY,		TRANSMITTE	D BY,		
			C	-K	-	0
			GORDON KLI. PUBLIC WOR		OR / PROJECT	MANAGER
400	EAST SIXTH ST.		TELEPHON	VE: (951)	736-7600	

FAX:

LICENSE NO.

(951) 736-7646

267073 A



O'DUFFY CONSTRUCTION

GENERAL CONTRACTOR'S License #647025 24034 GUNTHER RD. ROMOLAND, CA 92585 BID PROPOSAL and CONTRACT

DIR#1000006692 SBE # 9090

DADODUFFY@AOL.COM

NICK DUFFY @ 951-575-0215

DATE:	10/19/20	17	PROJECT: IND	USTRY	BUSINESS CENTE	R	
BID TO:	ALL AMERI Estimator	CAN AS	PHALT LOCATION IND	USTRY			
FAX		We pro	omise to furnish labor & material for these items at the unit prices shown below				
Item#	QTY	TUNIT	Type or Description of item	L	nit Price	To	tal
		- 1	CHANGE ORDER PROPOSAL PER PLAN REVISION 3 STORM DRAIN		- Italyana	\$	7 / T
	1	EA	CONSTRUCT MODIFIED MANHOLE		26,400.00	\$	26,400.00
			Contract with the second contract of the seco	- 1	-	\$	-
	1	EA	MOBILIZATION		-	\$	
		T			-	\$	
			WORK TO BE DONE WHILE MOBILIZED FOR THE REMAINING WORK ON	- 1	-	\$	3.1
			PROJECT. (SEWER ON BENTON)		+	\$	3.1
			IF SEPARATE MOBILIZATION REQUIRED ADD \$17500		-	\$	-
						\$	
						\$	-
1						\$	-
		THE STATE				\$	~
		THE PERSON NAMED IN		- 1		\$	
						\$	
		-				\$	- 3
		4 19				\$	- 3
			A THE COURT OF THE			\$	
	5		INCLUDING HAUL AWAY TO STOCK PILE ON SITE			\$	-
						\$	
			EXCLUSIONS				
			SAME AS ORIGINAL CONTRACT				
				7			
				- 1			
				- 1			
		7					
		7111		K			TATELLE
					TOTAL		\$26,400.00
ACCEPTED:			BID NO.				
			BLYER VALID FOR:				
			DATE				
				12.3	G.		
				lick Du			
				'DUFFY	CONSTRUCTION	1	

CHANGE ORDER

15625 E. Stafford St.

City of Inc (626)333-	dustry, CA 91744 2211						Change Ord	ler No	12
Project	Industry Business (Center R	oadway,	Contract No.	IBC-0384		Date	12/21/201	7
Туре	Sewers, Dry Utilities	s, & 510p	e Landscaping						
	Street Improvemen	ts/Dry U	tilities	Contractor	All American Asphalt				
				Location	City of Industry				
Explana	ation:								
		or the st	reet light founda	ations by the I	PUC contractor, the sp	oils w	ere placed	on top of th	e
	new base material	place for	the sidewalk.	This contamin	ated the base and nee	ded to	be reworke	ed	
	Extra Work	hv:						х	
	Lixua Work	- C	ontract Items		Negotiated	•		T	& M
The contra	actor is hereby directed to	o perform	all labor and to prov	vide all materials	necessary to carry out the w	vork de	scribed below:		71 70
ITEM					UNIT		TC	TALS (\$)	
NO.		TEM		QUANTITY	PRICE		+		4
1	See T&M Summary	1				_			
		-			TOTAL 000T			00.00	
					TOTAL COST			\$0.00	
T&MS	UMMARY								
*Labor Co			+	20%	Total Labor	\$	4,860.49	20% \$	5,832.59
*Equipme	nt Cost		+	15%	Total Equipment	\$	481.25	15% \$	553.44
*Material (and the same		15%	Total Materials			15% \$	-
(*Attach b	reakdown of labor, equip	ment and i	naterials)	% of	Sub-Total			\$	6,386.03
				Contract	and the second				12.00
CHANG	E ORDER SUMMA	RY		Amount	Other Additive	1% E	Bond	\$	63.86
Original C	ontract Amount	\$	18,784,000.00		Total T & M			\$	6,449.89
Total Prev	ious Change Orders	\$	437,994.87	2.33%					
Total Fiev	lous onlinge orders	- 2			Pay This				0.000.00
Total Char	nge Orders	\$	444,444.76	2.37%	CHANGE ORDER	\$	•	\$	6,449.89
Authoriz	ed by			Ac	Iditional Working Days		4		
				Street Street				Secretaria	
The second second second				BOARD SHOW THE DESIGNATION OF THE	ipment, material and labo		Control of the Contro		ngo order
					nsidered final payment fo this change order and th		CONTRACTOR AND AND ADDRESS OF THE AD	THE RESERVE AND ADDRESS OF THE PARTY OF THE	
	Cost includes compen	isation io	any delay in the	preparation of	this change order and th	C tillic	to complete	ine opeome	a work.
		>	12/14	/12					
Contractor	Representative	100	Date	1.	Paul J Philips - Executive D	irector		7 7 7 7	Date
	4		12/14/1	7	Suarda 7	2	*	12.1	4.17
Clement N	I. Calvillo-Agency Engine	er	Date		Gerardo Perez, Project Mar	nager (40	Date
							C.O. #	12	



CHANGE ORDER REQUEST

To:	CNC ENGINEERING	TRANSMITTAL DATE:	11/20/17		
	255 N. HACIENDA BLVD., SUITE 222	COR No:	012		
	CITY OF INDUSTRY, CA 91744	AAA Job No:	28165		
ATTN:	GERARDO PEREZ				
Re:	Industry Business Center Roadways, Sew Contract No. IBC-0384	er, Dry Utilities & Slope Lo	andscaping o	and Grand Av	ve Widening
ITEM N	O. DESCRIPTION:		QUANTITY:	UNIT COST:	TOTAL:
1.	Remove Contaminated Base from sidewalk gracontractor – T&M 8/24/17, 8/25/17, 8/28/17,		I LS	\$ 6,449.91	\$ 6,449.91
	T	otal Change Order Request Price	e		\$ 6,449.91
	Please add 4 working days to the d	contract for this work.			
-					
	nnn oven	pryon e	DEGLIDI AT		
	PPROVED PPROVED AS NOTED	REVISE &	RESUBMIT		
		COMPENSE			
		COMMENTS			
RECEIV	VED BY,	TRANSMITTE	D BY,		
		C	-K	-	
		GORDON KLIN PUBLIC WORK		OR / PROJECT	MANAGER
	EAST SIXTH ST.	TELEPHON	E: (951)	736-7600	
	BOX 2229 ONA, CA 92878	FAX; LICENSE N		736-7646 73 A	

Description of Wor	28165 - Industry Business Center y: All American Asphalt k: Remove Contaminated Base From Sidewalk Grade					Ticket No.	73390	⊠ Signed	Change Order Billing Number Report Date Perform Date	999 5.0 11/07/2017
Labor Charg Craft ID										8/24/2017
LO1 LBRAP A1	Employee Name JJ Mendoza	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	Labor Cha	779.12
LO2 LBR 1	S Mendoza	4.00			36.830		1000	147.32	SC 11.00%	85.71
L03 OE 8	JF Pla	4.00			66,660			266.64	OT Labor	0.00
		4.00			91.290			365.16	o daba	0.00
									Subtotal Labor	864.83
									Subsistence	0.00
									Other Expenses	0.00
									MU 20.00%	172.97
									Labor Total	1,037.80
									Equipment Material C Subcontract	harges
									Activity Total	1,037.80
									Bill Surch Bonding 1.00%	narge 10.38
									Bill Subtotal	1,048.18
Alm	All American Asphalt		A	ccepted:						
ALLAMERICAN	P.O. Box 2229, Corona, CA 92878-2229 Phone: 951.736.7600 Fax: 951.739.4671			Customer:			Date:		Bill Total +	1,048.18
ALL AMERICAN ASPIIALT	25 11 00.1000 Tax. 931./39.40/1								A. V. De	
ITS Special Bill Fo			10,0	Contractor:			Date:		Page 1	



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

Nº 73390

	400 E	Sixth Street, P.O. BOX 222 STATE CONTRACTORS	29, CORONA, CA 92878-2229 LICENSE #267073-A	9	
	AUTHORIZA	ATION FOR EVERA	WORK OR CHANCE	IN PLANS	
DATE: 3/2.1	PROJECT NAME:		LOCATION AGENCY/CITY: Success DESCRIPTION OF WORK: Subhwall	: GEAND 5	BAKKIR
AAA PROJECT M	ANAGER: JUM F	MANITRAUX	AGENCY/CITY: Succ FO	95002 1	AGRINCY
AAA JOB#: 281	FOREMAN: HAN	5 CATIE	DESCRIPTION OF WORK:	REMOUR	•
CONTAM!	NATRO BI	ASIE FROM	SIDEWALK	GRADE	(AUSEN)
BX STR	CRET LIGHT	T CONTRA	cron		
		LABO			
EMPLOYEE#		NAME		POSITION	HOURS
5896	TON MA			LABORFIR	
537/	TON MA STEVEN FRANK	MENDOZA		LABORERR	4
2960	FRANK	PLA		OPERATOR	
	,				
-					
		EQUIPM	ENT		
EQUIPMENT#		DESCRIPTION		COMPANY	HOURS
		MATER	IAI		
MAT	ERIAL TYPE	VEND		UNIT	QUANTITY
MAT	LINAL III L	VEND	OIT	ONT	QUANTITY
		DUMP F	FES		
DES	SCRIPTION	VENDO		TONS/LOADS	QUANTITY
DEC		VENDO		ONO/LOADS	COMMITT
	1				

ALL AMERICAN REPRESENTATIVE

CUSTOMER REPRÉSENTATIVE

DAILY EXTRA WORK REPORT

-0		DA	ILY EXTR	A WO	RK REP	ORT					
City Of Indus Contractor Job: Work Performed By Description of Work	28165 - Ir : All Americ	ndustry Business Center					Ticket No.	73391	Signed	Change Order Billing Number Report Date Perform Date	999 6.0 11/07/2017 8/25/2017
Labor Charge	es										
Craft ID		ree Name	RT Hrs	OT Hrs	Subs Units	DT Poto	OT Date		-22.	Labor Cha	
LO1 LBRAP A1	JJ Mei	ndoza	6.00	OTTILIS	oups units	36.830	OT Rate	Subs Rate	Extended	RT Labor	1,168.68
LO2 LBR 1	S Men	doza	6.00			66.660			220.98	SC 11.00%	128.56
L03 OE 8	JF Pla	N. C.	6.00			91.290			399.96 547.74	OT Labor	0.00
Material/Spec	ialist Worl	k/Lump Sum or Unit Price Payme	ent			01.200			547.74	Carlo Artistati	
Number	Date	Vendor Name and Description					Units	H-9 Pers	Eastin	Subtotal Labor	1,297.24
M01		Cole Equipment / Skiploader					750 DY	Unit Price 275.00000	Extended 206.25	Subsistence	0.00
							100		200,20	Other Expenses	0.00
										ми 20.00%	259.45
										Labor Total	1,556.69
										Equipment	3
										Material C	
										Subtotal MU 15.00% Material Total	206.25 30.94 237.1 5
										Subcontract	Gnarges
										Activity Total	1,793.8
										Bill Surce Bonding 1.00%	harge 17.94
										Bill Subtotal	1,811.82
	All Ameri	can Asphalt			Accepted:						
ALLAMERICAN	P.O. Box 22	29, Corona, CA 92878-2229 736.7600 Fax: 951.739.4671			Customer:			Dale;		Bill Total +	1,811.8
Was ilwri					Contractor:			Date:		Page 1	



ALL AMERICAN ASPHALT **ALL AMERICAN AGGREGATES**

Nº 73391

3	400 E	STATE CONTRACTORS LICENSE	DNA, CA 92878-2229 #267073-A	
1	AUTHORIZ	ATION FOR EXTRA WORK	OR CHANGE IN PLANS	
DATE: 8/25	PROJECT NAME:	GRAND AUFE HARNITEAUX AGENCY	LOCATION: GRAND	BAKER
AAA PROJECT M	ANAGER: JIM	HARNITEAUX AGENCY	VICITY: SUCCESSOR AGA	enicy
AAA JOB#: 2916	5 FOREMAN: HA	US LATE DESCR	IPTION OF WORK: Ramo,	15
CONTAM 1	NATED B	TSR OUT OF	SIDE WALK GA	ARK
CRFT P	STREAT	LIGHT CONTRA	+c ror	
		LABOR		
EMPLOYEE#		NAME	POSITION	HOURS
5896	JONATHAN	MENDOZA	LAMORA	the state of the s
5371	STEVEN	MENDOZA	LABORA	
2960	FRANK	PeA	OPERATE	
		EQUIPMENT		
EQUIPMENT#		DESCRIPTION	COMPANY	HOURS
951610	SKIPLDAN	FAL	Coch	6
		MATERIAL		
MAT	ERIAL TYPE	VENDOR	UNIT	QUANTITY
		DUMP FEED		
DES	SCRIPTION	DUMP FEES VENDOR	TONS/LOADS	OHANITITY
DE	JOHIF HON	VENDOR	TONS/LOADS	QUANTITY
1	/			//
1/10	U		3hr 9/1	5/17

TELEPHONE: 951-736-7600 • FAX: 951-736-7646

CUSTOMER REPRESENTATIVE

ALL AMERICAN REPRESENTATIVE

DAILY EXTRA WORK REPORT

014 001 1		DAI	LY EXTR	RA WO	RK REP	ORT					
City Of Indus Contractor Job: Work Performed By Description of Work	28165 - Ir All Americ	ndustry Business Center can Asphalt Intaminated Base From Sidewalk Grade					Ticket No.	73392	⊠ Signed	Change Order Billing Number Report Date Perform Date	999 7.0 11/07/2017 8/28/2017
Labor Charge	es										
Craft ID		vee Name	RT Hrs	OTHe	Subs Units	DT Data	07.0			Labor Cha	
OF F	C Lag	e	4.00	OTHIS	Subs Units	94.180	OT Rate	Subs Rate	Extended	RT Labor	1,275.16
.02 LBR 1	S Mer	ndoza	4.00						376.72	SC 11.00%	140.27
03 LBR 1	JM Ha	mmer	4.00	_		66.660			266.64	OT Labor	0.00
.04 OE 8	JF Pla		4.00		1	66.660			266.64		
Material/Spec	cialist Wor	k/Lump Sum or Unit Price Paymer	4.00			91.290			365.16	Subtotal Labor	1,415.43
Number	Date	Vendor Name and Description	IL							Subsistence	0.00
101		Cole Equipment / Skiploader					Units	Unit Price	Extended	Other Expenses	0.00
				_		0.	.500 DY	275.00000	137.50	MU 20.00%	283.08
										Labor Total	1,698.5
										Material C Subtotal MU 15.00% Material Total Subcontract	137.56 20.63 158.1 3
										Activity Total Bill Surd Bonding 1.00%	1,856.6 harge 18.5
										Bill Subtotal	1,875.2
4	P.O. Box 22	can Asphalt 129, Corona, CA 92878-2229			Accepted: Customer:			Date:		Bill Total +	1,875.2
ALL AMERICAN ASPIRALI	Priorie: 951	.736.7600 Fax: 951.739.4671			district a					60004	
NTS Special Bill Fo					Contractor:			Date:		Page 1	

Nº 73392

ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

400 E. Sixth Street, P.O. BOX 2229, CORONA, CA 92878-2229 STATE CONTRACTORS LICENSE #267073-A

AAA JOB#: 28/6 ON TAM (A	S FOREMAN: HANS DATED BASK	FROM SIPACTOR	ON OF WORK: RANOUR	CEFT
FRED	SIEUM FERNI			
EMPLOYEE#		LABOR NAME	POSITION	HOURS
3213 5891 5659 2960	HANG LAGE STRUR ME JERRMIAN FRANK P		FOR KONAN LABORAN LABORAN OPERATOR	4
		EQUIPMENT		
EQUIPMENT#		SCRIPTION	COMPANY	HOURS
951410	SKIPLOADER		Cock	7
		MATERIAL		
MAT	ERIAL TYPE	VENDOR	UNIT	QUANTITY
		DUMP FEES		
DES	CRIPTION	VENDOR	TONS/LOADS	QUANTITY

TELEPHONE: 951-736-7600 • FAX: 951-736-7646

DAILY EXTRA WORK REPORT

Work Performed By: A	II America	dustry Business Center an Asphalt Itaminated Base From Sidewalk Grade	-		ORT	Ticket No.	73393	⊠ Signed	Change Order Billing Number Report Date Perform Date	999 8.0 11/07/2017 8/30/2017
Labor Charges									Labor Cha	
Craft ID	Employe		RT Hrs	OT Hrs Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	1,155.84
LO1 OEF	C Lage		4.00		94.180			376.72	SC 11.00%	127.15
LO2 LBRAP A1	JJ Men		4.00		36.830			147.32	OT Labor	0.00
L03 LBR 1	S Mend	loza	4.00		66.660			266.64		
L04 OE 8	JF Pla		4.00		91.290			365.16	Subtotal Labor	1,282.99
Material/Special	list Work	Lump Sum or Unit Price Payme	nt						Subsistence	0.00
Number	Date	Vendor Name and Description				Units	Unit Price	Extended	Other Expenses	0.00
M01		Cole Equipment / Skiploader			0	.500 DY	275.00000	137.50	MU 20.00%	256.60
									Labor Total	1,539.59
									Material C Subtotal MU 15.00%	137.50
									MU 15.00% Material Total Subcontract	20.63 158.13 t Charges
									Material Total	158.13 t Charges
									Material Total Subcontract	158.13 t Charges 1,697.72
									Material Total Subcontract Activity Total Bill Surce	158.13 t Charges 1,697.72
		can Asphalt 29. Corona CA 92878-2229		Accepted:			Date		Activity Total Bill Surce Bonding 1.00%	158.13 t Charges 1,697.73 charge 16.98
P	O. Box 222	can Asphalt 29, Corona, CA 92878-2229 736.7600 Fax: 951.739.4671		Accepted: Customer:			Date:		Activity Total Bill Surce Bonding 1.00%	158.1 t Charges 1,697.7 charge 16.9



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

Nº 73393

,		STATE CONTRACTO	RS LICENSE #267073-A			
DATE: 8/30	PROJECT NA	ME: GRADIO AUR	i vont on ona	ATION GEARS	BALL	150
AAA PROJECT M	ANAGER: TW	HARALITEAU	X AGENCY/CITY:	DATION: TICHIO	AGEN	
AAA 108#: 281	65 FOREMAN H	AND LAGE	A AGENCY/CITY:	Dense	17780	с. у
AANTACUL	ALATEO G	PASE FORUM	DESCRIPTION OF	WORK: KREGGOVE	LRF	
FROM	STREET	/ Lul-	SIPREMACK	GILATOR	CK.F	/
16000	SIROCTEI	Libiti	CONTICITE TOR			
		LA	BOR			
EMPLOYEE#		NAME		POSITION		HOURS
37.13	HANS	CAGIE		FOREMAN	J	4
5896	TON	MENDOZA		LABORER		11
5371	STEUEN	MENDOZA		CABORFO	2	4
1 2960	FRITOK	PLA		OPERATO		4
				Concent		4
						-
-						
		EQUIP	MENT			
EQUIPMENT#		DESCRIPTION	MEI(I	COMPANY		HOURS
951410	SKIP	LOADER		COCE		4
				-0016		
		MATE				
MATE	ERIAL TYPE	VEN	DOR	UNIT	QUA	NTITY
				-		
		DUMP	FEES			
DES	CRIPTION	VENI	OOR	TONS/LOADS	QUA	NTITY
1	1					

ALL AMERICAN REPRESENTATIVE CUSTOMER REPRESENTATIVE TELEPHONE: 951-736-7600 • FAX: 951-736-7646

SAMPLE

DISPATCH

ALL AMERICAN ASPHALT

COLE EQUIPMENT INC

1576

2830 RUBIDOUX BLVD

CA 92509

RIVERSIDE Job# : 28165 Location :

GRAND AVE

P.O. # :

27- 230979

P.O. Date :

08/23/2017

Date Ordered : Date Required :

08/23/2017 08/24/2017

Entered By:

CITY OF INDUSTR

Job City : Vendor Po Number: Expiration Date:

Description	Qty	Price	UOM	Qty Revd	Total
SKIP	1.00	275.00	dy	12.00	3300.00
MOBE	1.00	250.00	EA	2.00	500.00

Remarks : SM/HANS

CITY OF INDUSTRY

CHANGE ORDER

15625 E. Stafford St.

City of Inc (626)333-	dustry, CA 91744 2211					c	Change Ord	er No.		13
Project	Industry Business C Sewers, Dry Utilities	enter Ro	adway, E Landscaping	Contract No.	IBC-0384		Date	12/21/2	017	
Type	Street Improvement		and the	Contractor	All American Asphalt					
Floject	Otreet improvement	is/Diy Oti	ities	Contractor	7 til 7 tilleriodil 7 topridit					
				Location	City of Industry					
Explana	ation:									
	Contractor was dire	cted to de	ewater and rem	nove the exist	ing plastic liner from ar	exist	ing pond pr	eviously	/ USE	ed for
						1 0/401	ing porta, p.		0.0	
	dewatering of groun	d water.	This pond is o	on the eastsid	e of Grand Ave.			_	-	
	Evtra Work	bv:							X	
	Extra Work	Co	ntract Items		Negotiated	•			T 8	M
The contr	actor is hereby directed to	perform a	Il labor and to prov	vide all materials	necessary to carry out the w	ork des	scribed below:			**
ITEM					UNIT		TC	TALS (\$)	
NO.	r	TEM		QUANTITY	PRICE		+		_	
1	See T&M Summary	7								
					TOTAL COST			\$0.00		
					TOTAL COST			\$0.00	-	
T & M S	SUMMARY									
*Labor Co		-	+	20%	Total Labor	\$	2,256.14	20%		2,707.37
*Equipme	nt Cost		+	15%	Total Equipment	\$	471.36	15%		542.06
*Material				15%	Total Materials	\$	500.00	15%	\$	575.00 3,824.43
(*Attach b	reakdown of labor, equip	ment and m	naterials)	% of	Sub-Total				φ	3,024.43
				Contract	AND ALCOHOLD					
CHANG	E ORDER SUMMAI	RY		Amount	Other Additive	1% E	Bond		\$	38.24
Original C	ontract Amount	\$1	8,784,000.00		Total T & M				\$	3,862.68
Total Prev	vious Change Orders	\$	444,444.76	2.37%						
		•	440 207 44	2 200/	Pay This	\$			\$	3,862.68
Total Cha	nge Orders	\$	448,307.44	2.39%	CHANGE ORDER	Ф		_	Ψ	3,002.00
Authoriz	red by			Ac	dditional Working Days		4			
		an allegan	A LONG CONTRACTOR					anning.		
					ipment, material and labonsidered final payment fo				chan	ne order
					this change order and th					
			, ,	,			manager (1995)	eren (en en en en	100	90000
	1	>	12/14	/17						
Contracto	r Representative		Date		Paul JPhilips - Executive D	irector	14	4		Date
			12/14/1	7	Zarara =	12	<u> </u>	12	112	4.17
Clement N	N. Calvillo-Agency Engine	er	' Date		Gerardo Perez, Project Mar	nager	C.O. #	13		Date



CORONA, CA 92878

CHANGE ORDER REQUEST

To:	CNC ENGINEERING	TRANSMITTAL DATE:	11/20/17 013 28165			
10:	255 N. HACIENDA BLVD., SUITE 222	COR No:				
	CITY OF INDUSTRY, CA 91744	AAA JOB NO:				
ATTN:	GERARDO PEREZ		100			
Re:	Industry Business Center Roadways, Ser	wer. Drv Utilities & Slope Lo	andscaping o	and Grand Av	e Widening	
ic.	Contract No. IBC-0384					
ITEM !	No. DESCRIPTION:		QUANTITY:	UNIT COST:	TOTAL:	
1.	Pump water out of pond and dispose of liner (attached)	T&M 10/13/17 and 10/16/17	1 LS	\$ 3,862.69	\$ 3,862.69	
		Total Change Order Request Price	e		\$ 3,862.69	
	Please add 4 working days to the	contract for this work.				
	PPROVED	DEVISE &	RESUBMIT			
	PPROVED AS NOTED	REJECTEL				
		COMMENTS				
		11000				
RECEI	VED BY,	TRANSMITTE	D BY,			
		C	K	-/	9	
		GORDON KLII PUBLIC WORK		OR / PROJECT	MANAGER	
	EAST SIXTH ST.	TELEPHON	VE: (951)	736-7600		
P.O.	BOX 2229	FAX:	(951)	736-7646		

267073 A

LICENSE NO.

DAILY EXTRA WORK REPORT

	28165 - Industry Business Center All American Asphalt Pump Water Out Of Water Pond					Ticket No.	73395	⊠ Signed	Change Order Billing Number Report Date Perform Date	999 9.0 11/07/2017 10/13/2017
Labor Charge	98								Labor Cha	arges
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	1,016.28
LO1 LBR 1	S Mendoza	8.00			66.660			533.28	SC 11.00%	111.79
LO2 LBRAP A1	JJ Mendoza	8.00			36.830			294.64	OT Labor	0.00
LO3 OEF	C Lage	2.00			94.180			188.36		
Equipment C									Subtotal Labor	1,128.07
Equipment ID	Description	RT Hrs	OT Hrs		RT Rate	OT Rate	Delay Factor	Extended	Subsistence	0.00
270505	Skiploader	8.00			29.460			235.68	Other Expenses	0.00
									MU 20.00%	225.62
									Labor Total	1,353.69
									Equipment	
									Subtotal	235.68
									MU 15.00%	35.35
									Equipment Total	271.03
									Subcontract	Charges
									Activity Total	1,624.72
									Bill Sure Bonding 1.00%	harge 16.25
									Bill Subtotal	1,640.97
4	All American Asphalt		A	ccepted;					Bill Total +	1,640.9
	P.O. Box 2229, Corona, CA 92878-2229			Customer:			Date:		Y	
ALL AMERICAN	Phone: 951.736.7600 Fax: 951.739.4671									



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

Nº 73395

400 E. Sixth Street, P.O. BOX 2229, CORONA, CA 92878-2229 STATE CONTRACTORS LICENSE #267073-A

AUTHORIZATION FOR EXTRA WORK OR CHANGE IN PLANS

DATE: 10	/13/17	PROJECT NAMI	E: B STREAT	LOCATION: G	eno /B.	AKKN
AAA PROJE	CT MANAG	GER: JIM	HARNE TIAUX	AGENCY/CITY: SUCHISON	AGENC	Y
AAA JOB#:	28165	FOREMAN: H	ANS LAFIE	DESCRIPTION OF WORK:	Poor	WATER
OUT	OF	WATER	POND			

	LABOR		
EMPLOYEE#	NAME	POSITION	HOURS
5371	STRUKN MENDOZA JONATHAN MENDOZA HANS LAGE	LABORER LABORAN FOREVIAN	8_
5896	JONATHAN MENDOZA	Lorsonar	8
3213	HANS LATER	FOREMAN	200
725.00			

		EQUIPMENT		
Ī	EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
1	270505	BARK SKIPLONDER	AAA	1 PAY
-		2- 3" WATER PUMPS		
ŀ				

MATERIAL							
MATERIAL TYPE	VENDOR	UNIT	QUANTITY				
9							

DUMP FEES					
DESCRIPTION	VENDOR	TONS/LOADS	QUANTIT		

ALL AMERICAN REPRESENTATIVE

CUSTOMER REPRESENTATIVE

TELEPHONE: 951-736-7600 • FAX: 951-736-7646

DAILY EXTRA WORK REPORT

City Of Indus			RA WORK REI	•					
Contractor Job: Work Performed By	Stry 28165 - Industry Business Center All American Asphalt Remove Plastic Liner From Water Pond				Ticket No.	73396	⊠ Signed	Change Order Billing Number Report Date Perform Date	999 10.0 11/07/2017 10/16/2017
Labor Charge	es							Labor Cha	
Craft ID	Employee Name	RT Hrs	OT Hrs Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	1,016.28
LO1 OEF	C Lage	2.00		94.180		- Cape Hate	188.36	SC 11.00%	111.79
LO2 LBR 1	S Mendoza	8.00		66.660			533.28	OT Labor	0.00
LO3 LBRAP A1	JJ Mendoza	8.00		36.830			294.64	O I Caso	0.00
Equipment C	harges							Subtotal Labor	1,128.07
Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended	Subsistence	0.00
E01 270505	Skiploader	8.00		29.460			235.68	Other Expenses	0.00
Material/Spec	cialist Work/Lump Sum or Unit Price Paym	nent						MU 20.00%	
Number	Date Vendor Name and Description				Units	Unit Price	Extended		225.6
M01	All American Asphalt / Dump Fees				.000 LD	500.00000	500.00	Labor Total	1,353.6
								Equipment Total Material C	271.0
								Subtotal MU 15.00% Material Total Subcontract	500.0 75.0 575.0
								Subtotal MU 15.00% Material Total	500.0 75.0 575.0 t Charges
								Subtotal MU 15.00% Material Total Subcontract	500.00 75.00 575.00 c Charges
								Subtotal MU 15.00% Material Total Subcontract Activity Total Bill Surce	500.0 75.0 575.0 t Charges 2,199.7
	All American Asphalt P.O. Box 2229, Corona, CA 92878-2229		Accepted:			O.L.		Subtotal MU 15.00% Material Total Subcontract Activity Total Bill Surce Bonding 1.00%	500.0 75.0 575.0 c Charges 2,199.7 charge 22.0 2,221.7
ALL AMERICAN ASPIRAT	All American Asphalt P.O. Box 2229, Corona, CA 92878-2229 Phone: 951.736.7600 Fax: 951.739.4671		Accepted: Customer			Date:		Subtotal MU 15.00% Material Total Subcontract Activity Total Bill Surce Bonding 1.00% Bill Subtotal	500.0 75.0 575.0 t Charges 2,199.7 tharge



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

400 E. Sixth Street, P.O. BOX 2229, CORONA, CA 92878-2229 STATE CONTRACTORS LICENSE #267073-A

AUTHORIZATION FOR EXTRA WORK OR CHANGE IN PLANS

	AUII	IONIZATION	OHLEATINA	World out of the state of the	,	
DATE IP/IL	/17 PROJECT	TNAME: B	STRKAT	LOCATION:	Gerno Bi	ARRA
AAA DROJECT	MANAGER: TI	1 HARNI	ETGUX	AGENCY/CITY: SUCE 550	on Atorn	UCY
AAA IOB#: Z8	165 FOREMAN:	HANS 1	LAGE	DESCRIPTION OF WORK:	REMONE	PLASTIC
Linka	FROM	WATER	POND			

	LABOR		
EMPLOYEE#	NAME	POSITION	HOURS
	Hank Lace	FOREGUAN	2
3213	STELLEN MENDOZA	IABORAN	8
5371	HANG LAGE STRUKN NENDOZA JONATHAN MANDOZA	FORWAN LABORAN LABORAN	8
	The state of the s		

	EQUIPMENT		
EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
270509	SILIPIOANER	ANA	1 DAX

	MATERIAL		
MATERIAL TYPE	VENDOR	UNIT	QUANTITY
			-

					OUMP FEES		
	DESC	CRIPTION			VENDOR	TONS/LOADS	QUANTITY
20	THRO	TRASA	Dum	STER	AAA	LOAD	/

ALL AMERICAN REPRESENTATIVE

CUSTOMER REPRESENTATIVE

TELEPHONE: 951-736-7600 • FAX: 951-736-7646

SUCCESSOR AGENCY
ITEM NO. 5.2

MEMORANDUM

TO: Successor Agency Board Members

FROM: Paul J. Philips, Executive Director July Philips

STAFF: Alex Gonzalez, Director of Development Services and Administration

Joshua Nelson, Program Consultant, CNC Engineering

Lisette Calleros, Funding Program Consultant, Avant Garde Inc.

DATE: December 21, 2017

SUBJECT: Consideration of Amendment No. 1 to Cooperative Agreement No. 07-

4919 with Caltrans for the Lemon Avenue Interchange Project

Background:

On December 16, 2014, the Successor Agency and the City of Diamond Bar entered Cooperative Agreement 07-4919 ("Cooperative Agreement") with Caltrans, defining the terms and conditions under which Caltrans would advertise the Lemon Avenue Interchange Project for contractor's bids, award the Project to the successful bidder, and administer the contract in terms of construction administration services.

Due to a previous funding shortfall and scheduling constraints, the Cities of Industry and Diamond Bar entered into a Betterment Agreement with Alameda Corridor-East Construction Authority ("ACE") on August 22, 2016 to construct and manage the Project. The Betterment Agreement was a construction contract change order to the ongoing Fairway Drive Grade Separation project. This Betterment Agreement defined the improvements to be constructed and the obligations of each city to reimburse ACE for construction and construction management costs, totaling \$19 million.

Discussion:

The Cities of Industry and Diamond Bar decided to award and administer the construction contract through the Betterment Agreement instead of requesting Caltrans to do so. Given this change, it is necessary for the Successor Agency to enter into an amendment which will terminate the Cooperative Agreement and reimburse Caltrans for all work performed under the Agreement. The Amendment will recover the Caltrans Office Engineer's expenditures that included review and approval of the PS&E package and subsequent Ready-to-List (RTL) of the Project.

The Successor Agency is in the process of entering a new Cooperative Agreement with Caltrans which will define the terms and conditions to perform Independent Quality Assurance (IQA).

Fiscal Impact:

The total charges from Caltrans are \$375,340.40. The current total project cost is \$22,092,000. This includes all construction and construction management related items estimated at \$20,792,000 and additional ROW costs estimated at \$1,300,000. The Successor Agency's share of the project costs is estimated at \$7,258,526 and will be paid using Agency bond proceeds. The remaining costs will be funded by the City of Industry who is receiving \$5.3 million in Los Angeles County Metropolitan Transportation Authority ("Metro") Measure M funds and a transfer of funds from the City of Diamond Bar who secured \$9.57million from several Metro local funding sources including Proposition C grant funds.

Recommendation:

Staff recommends that the Successor Agency approve and execute Amendment No. 1. Upon approval by the Successor Agency, this agreement will be forwarded to the City of Diamond Bar for signature.

Exhibits

A. Amendment No. 1 to Cooperative Agreement No. 07-4919 with Caltrans for the Lemon Avenue Interchange Project

PJP:AG:LC

EXHIBIT A

Amendment No. 1 to Cooperative Agreement No. 07-4919 with Caltrans for the Lemon Avenue Interchange Project

[Attached]

Agreement 07-4919-A1 Project No. 0700000357 EA 22410 07-LA-60-21.5R/23.0R

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT 07-4919

THIS AMENDMENT NO. 1	(AMENDMENT 1) TO AGREEMENT 07-4919 (AGREEMENT)
entered into and effective on	, 2017, is between the State of
	Department of Transportation, referred to as CALTRANS, and:

City of Diamond Bar, a municipal corporation of the State of California, referred to hereinafter as CITY, and

Successor Agency to the Industry Urban-Development Agency, a public body and successor by operation of law to the Industry Urban-Development Agency, referred to hereinafter as AGENCY.

RECITALS

- 1. CALTRANS and CITY and AGENCY collectively referred to as PARTIES, entered into AGREEMENT on December 16, 2014, defining the terms and conditions for the Construction phase of a partial interchange at Lemon Avenue and removal of the existing eastbound off and on-ramps at Brea Canyon Road and construction of an auxiliary lane from the proposed eastbound on-ramp to the southbound connector to State Route 57, referred to as PROJECT.
- 2. Under AGREEMENT, CITY and AGENCY are SPONSORS and FUNDING PARTNERS. CALTRANS was IMPLEMENTING AGENCY for Construction. CALTRANS is the CEQA and NEPA lead agency for PROJECT.
- 3. CALTRANS reviewed and approved the consultant's PS&E package and subsequently Ready to Listed (RTL'd) the project on June 27, 2016 as part of the AGREEMENT.
- 4. Due to funding shortfall and scheduling constraints, CITY decided to award and administer the construction contract, instead of requesting CALTRANS to do so. Therefore, PARTIES wish to enter into AMENDMENT 1 to terminate the AGREEMENT to discharge the PARTIES of their WORK obligations except the obligations to reimburse CALTRANS for all work it performed so far, under the AGREEMENT and as stated herein below. PARTIES intend to enter into a new Cooperative Agreement- 07-5100 to define the terms and conditions for PROJECT construction phase with CITY as the IMPLEMENTING AGENCY and CALTRANS performing INDEPENDENT QUALITY ASSURANCE (IQA).

5. CALTRANS has performed work under the AGREEMENT for which it is entitled to reimbursement. CITY and AGENCY agree to reimburse CALTRANS for that portion of the work performed as part of the AGREEMENT. This AMENDMENT 1 will recover the Office Engineer's expenditures that included review and approval of the PS&E package and subsequent RTL of the project. The expenditures amount has been determined to be \$375,340.40. This amount includes all direct labor and applicable indirect costs.

IT IS THEREFORE MUTUALLY AGREED

- 6. PARTIES hereby terminate the AGREEMENT by mutual consent. The final signature date on AMENDMENT 1 terminates AGREEMENT except survival articles 90-92, articles 6-9 of AMENDMENT 1 and all rights and obligations under AGREEMENT by their nature, do not terminate with the termination of this AGREEMENT and shall remain in effect until terminated by statute of limitation. All such survival articles in AGREEMENT and articles 6-9 on of AMENDMENT 1 will remain in effect until expired by law, terminated or modified by mutual consent in writing by the PARTIES, whichever occurs earlier.
- 7. CALTRANS will be reimbursed for the total expenditures in the amount of \$375,340.40 within 30 working days of executing AMENDMENT 1.
- 8. The closeout of this AGREEMENT will occur after the total expenditures are paid and CITY and AGENCY shall thereupon have no further obligation to reimburse CALTRANS for CALTRANS work performed under the AGREEMENT.
- 9. PARTIES will set forth the terms, covenants, and conditions for IQA work for construction to be described under Cooperative agreement 07-5100.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Zareh Shahbazian, Project Manager 100 South Main Street, Suite 100 Los Angeles, CA 90012

Office Phone: (213) 897-4255 Mobile Phone: (213) 792-3315 Fax Number: (213) 897-4611

Email: zareh shahbazian@dot.ca.gov

The primary Agreement contact person for CITY is:

Kimberly Young, Senior Civil Engineer 21810 Copley Drive Diamond Bar, CA 91765 Office Phone: 909-839-7044

Email: kyoung@diamondbarca.gov

Billing Contact Information for CITY is:

David G Liu, Director of Public Works/City Engineer 21810 Copley Drive Diamond Bar, CA 91765 Office Phone: 909-839-7040

Email: dliu@diamondbarca.gov

The primary Agreement contact person for AGENCY is:

Alex Gonzalez, Director of Development Services and Administration 15625 E. Stafford Street, Suite 100 City of Industry, CA 91744 Office Phone: 626-333-2211 Email: alex@cityofindustry.org

Billing Contact Information for AGENCY

Paul Phillips, City Manager 15625 East Stafford Street, Suite 100 City of Industry, CA 91744 Office Phone: 626-333-2211 Email: admin@cityofindustry.org

SIGNATURES

PARTNER declare that:

- 1. Each PARTNER is an authorized legal entity under California state law.
- 2. Each PARTNER has the authority to enter into this agreement.
- 3. The people signing this agreement have the authority to do so on behalf of their public agencies.

Signatories may execute through individual signature pages provided that each signature is an original. AMENDMENT 1 is not fully executed until all original signatures are attached.

Agreement 07-4919-A1 Project No. 0700000357 EA 22410 07-LA-60-21.5R/23.0R

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Carrie L. Bowen District 07 Director
VERIFICATION OF FUNDS & AUTHORITY
Paul Kwong District Budget Manager
APPROVED AS TO FORM & PROCEDURE:
+/Red
Meera Danday Deputy Attorney
CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:
Accounting Administrator
Accounting Administrator

Agreement 07-4919-A1 Project No. 0700000357 EA 22410 07-LA-60-21.5R/23.0R

Jimmy Lin	
Mayor	
ATTEST:	
Tommye Cribbins City Clerk	
APPROVED AS TO FORM:	
David A. DeBerry City Attorney	

CITY OF DIAMOND BAR

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

Mark D. Radecki Chairman
ATTEST:
Diane M. Schlichting Secretary
APPROVED AS TO FORM:
James M. Casso Agency General Counsel

SUCCESSOR AGENCY
ITEM NO. 5.3

MEMORANDUM

TO:

Successor Agency Board Members

FROM:

Paul J. Philips, Executive Director

STAFF:

Alex Gonzalez, Director of Development Services and Administration

Joshua Nelson, Program Consultant, CNC Engineering

Lisette Calleros, Funding Program Consultant, Avant Garde Inc.

DATE:

December 21, 2017

SUBJECT:

Consideration of Cooperative Agreement No. 07-5100 with Caltrans for

the Lemon Avenue Interchange Project

Background:

On December 16, 2014, the Successor Agency and City of Diamond Bar entered Cooperative Agreement 07-4919 ("Cooperative Agreement") with Caltrans defining the terms and conditions under which Caltrans would advertise the Lemon Avenue Interchange Project for contractors' bids, award the Project to the successful bidder, and administer the contract in terms of construction administrative services.

Due to a previous funding shortfall and scheduling constraints, the Cities of Industry and Diamond Bar entered into a Betterment Agreement with Alameda Corridor-East Construction Authority ("ACE") on August 22, 2016 to construct and manage the Project. The Betterment Agreement was a construction contract change order to the ongoing Fairway Drive Grade Separation project. This Betterment Agreement defined the improvements to be constructed and the obligations of each city to reimburse ACE for construction and construction management costs totaling \$19 million.

Discussion:

Now that the Project is being constructed and managed by ACE, the Cooperative Agreement is being terminated. This termination makes it necessary for the Successor Agency to enter the Cooperative Agreement No. 07-5100 ("2017 Cooperative Agreement") with Caltrans. The 2017 Cooperative Agreement specifies the terms, project funding, and quality management activities to be performed. Caltrans will provide quality management work including Independent Quality Assurance (IQA) services and owner/operator approvals for the portions of the work within the existing and proposed State Highway System right-of-way. These IQA efforts are to ensure the Successor

Agency's quality assurance results in work that is in accordance with the applicable standards and the Project's quality management plan (QMP). IQA does not include any efforts necessary to develop or deliver Project work. IQA is done for Caltrans' own benefit.

Fiscal Impact:

There are no costs associated with the services to be provided under Cooperative Agreement 07-5100.

Recommendation:

Staff recommends that the Successor Agency approve and execute the Agreement.

Exhibits

A. Cooperative Agreement No. 07-5100 with Caltrans for the Lemon Avenue Interchange Project

PJP:AG:LC

EXHIBIT A

Cooperative Agreement No. 07-5100 with Caltrans for the Lemon Avenue Interchange Project

[Attached]

COOPERATIVE AGREEMENT COVER SHEET

Work Description

CONSTRUCT NEW PARTIAL INTERCHANGE AT EXISTING LEMON AVENUE UNDERCROSSING

Contact Information

CALTRANS

Zareh Shahbazian, Project Manager 100 South Main Street, Suite 100 Los Angeles, CA 90012 Office Phone: (213) 897-4255

Office Phone: (213) 897-4255 Mobile Phone: (213) 792-3315 Fax Number: (213) 897-4611

Email: zareh_shahbazian@dot.ca.gov

SUCCESSOR AGENCY TO THE INDUSTRY-URBAN DEVELOPMENT AGENCY

Alex Gonzalez, Director of Development Services and Administration 15625 E. Stafford Street City of Industry, CA 91744-0366

Office Phone: (626) 333-2211 Email: alex@cityofindustry.org

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UNDING SUMMARY No. 01
FUNDING TABLE
Invoicing and Payment
CONSTRUCTION Support
CONSTRUCTION Capital

COOPERATIVE AGREEMENT

This AGREEMENT, effective on	, is between the State of
California, acting through its Department of Transporta	ation, referred to as CALTRANS, and:
Successor Agency to the Industry Urban-Develop	
operation of law to the Industry Urban-Deve	lopment Agency, referred to heremaner as
AGENCY	

RECITALS

- 1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.
- 2. For the purpose of this AGREEMENT, to construct new partial interchange at existing Lemon Avenue Undercrossing, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
- 3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

- 5. The following work associated with this PROJECT has been completed or is in progress:
 - CITY of Diamond Bar approved the Negative Declaration on October 10, 2012 (Cooperative Agreement No. 07-4758).
 - CITY of Diamond Bar approved the Finding of No Significant Impact on October 10, 2012 (Cooperative Agreement No. 07-4758).
 - CALTRANS completed the R/W Certification on October 19, 2015 (Cooperative Agreement No. 07-4832-A1).
 - CITY of Diamond Bar completed the Plans, Specifications and Estimate on June 27, 2016 (Cooperative Agreement No. 07-4809).
- 6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
- 7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

- 8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.
 - PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.
- 9. AGENCY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

- 10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
 - AGENCY is the Construction IMPLEMENTING AGENCY.
 - CONSTRUCTION work includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION Capital) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION Support).
- 11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.
- 12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. AGENCY is the only PARTY obligating funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

- 14. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.
 - PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.
- 15. Unless otherwise documented in the Funding Summary, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
- 16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
- 17. Each PARTY is responsible for the costs they incur in performing the WORK unless otherwise stated in this AGREEMENT. Notwithstanding the foregoing, any WORK costs of AGENCY are subject to review and approval by the AGENCY's Oversight Board and the California Department of Finance.

AGENCY's WORK costs are to be paid from the funds shown in the Funding Summary.

CALTRANS' Quality Management

- 18. CALTRANS, as the owner/operator of the State Highway System, will perform quality management work including independent quality assurance and owner/operator approvals for the portions of WORK within the existing and proposed State Highway System right-of-way.
- 19. CALTRANS' independent quality assurance efforts are to ensure that AGENCY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). Independent quality assurance does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.
 - When CALTRANS performs independent quality assurance it does so for its own benefit. No one can assign liability to CALTRANS due to its independent quality assurance.
- 20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
- 21. AGENCY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

22. The cost of CALTRANS' quality management work is to be borne by CALTRANS independent of any funds obligated in this AGREEMENT.

CEQA/NEPA Lead Agency

- 23. CALTRANS is the CEQA Lead Agency for the PROJECT.
- 24. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

- 25. AGENCY will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to AGENCY's responsibilities in this AGREEMENT.
- 26. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 27. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS				
404, US Army Corps Of Engineers				
401, Regional Water Quality Control Board				
1602 California Department of Fish and Wildlife				
2080.1 California Department of Fish and Wildlife				
2080 (B) California Department of Fish and Wildlife				
State Waste Discharge Requirements (Porter Cologne), Regional Water Quality Control Board				
Air Quality Permits				
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board				
U.S Fish and Wildlife Service (Section 10 FESA)				
U.S. Fish and Wildlife Service (Section 7 FESA)				
U.S. Fish and Wildlife Service (Section 7 BO)				

CONSTRUCTION

- 28. As the CONSTRUCTION IMPLEMENTING AGENCY, AGENCY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 29. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)

100.20.10.xx Quality Management

- 30. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
- 31. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
- 32. CALTRANS will not issue an Encroachment Permit to AGENCY for construction work until the following conditions are met:
 - CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended Maintenance Agreement required for the WORK are executed.
- 33. AGENCY will require the construction contractor to furnish payment and performance bonds naming AGENCY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

- 34. AGENCY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, AGENCY also accepts responsibility to administer the construction contract.
- 35. CALTRANS will not issue an Encroachment Permit to AGENCY's construction contractor until CALTRANS accepts:
 - The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
- 36. The CONSTRUCTION Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the State Materials Engineer.
- 37. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations AGENCY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
- 38. AGENCY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
- 39. CALTRANS will review and concur with:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
- 40. If CONSTRUCTION CAPITAL is funded with state or federal funds then AGENCY will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide Independent Quality Assurance for the claims process.

- 41. AGENCY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. AGENCY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
- 42. As the CONSTRUCTION IMPLEMENTING AGENCY, AGENCY is responsible for maintenance of the State Highway System within the PROJECT limits as part of the construction contract until the following conditions are met:
 - Any required Maintenance Agreements are executed for the portions of State Highway System for which relief of maintenance is to be granted.
 - CALTRANS approves a request from AGENCY for relief from maintenance of the PROJECT or a portion thereof.
- 43. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.
- 44. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System within State Highway System right-of-way as part of WORK become the property of CALTRANS.
 - CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside State Highway System right-of-way.
- 45. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, AGENCY will furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer's name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, AGENCY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

46. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

- 47. PARTIES will perform all WORK in accordance with all applicable laws, regulations, and standards; including, but not limited to, FHWA standards, and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
 - CALTRANS policies and directives
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Construction Manual
 - Construction Manual Supplement for Local Agency Resident Engineers
 - Local Agency Structure Representative Guidelines
- 48. CALTRANS retains the right to reject noncompliant WORK. AGENCY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.
- 49. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
- 50. AGENCY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.
- 51. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System right-of-way. Contractors and/or agents, and utility owners will not work within the State Highway System right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants and agents at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

- 52. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.
- 53. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.
- 54. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.
 - PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.
- 55. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.
- 56. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.
 - HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.
 - The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.
- 57. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
- 58. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

- CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.
- 59. AGENCY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. AGENCY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.
 - AGENCY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.
- 60. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.
- 61. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
- 62. AGENCY will accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK.
- 63. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
- 64. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.
- 65. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
- 66. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

- 67. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
- 68. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.
- 69. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
- 70. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.
- 71. Any PARTY who action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.
- 72. AGENCY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. AGENCY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

- 73. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
- 74. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

- 75. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AGENCY under this AGREEMENT. It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
- 76. Neither AGENCY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless AGENCY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
- 77. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
- 78. PARTIES will not assign or attempt to assign obligations to PARTIES not signatory to this AGREEMENT without an amendment to this AGREEMENT.
- 79. AGENCY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. AGENCY waives the provisions of California Civil Code section 1654.
 - A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
- 80. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
- 81. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

82. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of AGENCY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

- 83. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
- 84. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.
- When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code § 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DEFINITIONS

- AGREEMENT This agreement including any attachments, exhibits, and amendments.
- IMPLEMENTING AGENCY The PARTY responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.
- PARTY Any individual signatory party to this AGREEMENT.
- PARTIES The term that collectively references all of the signatory agencies to this AGREEMENT.
- PROJECT COMPONENT A distinct portion of the planning and project development process as defined in the CALTRANS Workplan Standards Guide.
- WORK BREAKDOWN STRUCTURE (WBS) A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.
- WORK All obligations and responsibilities to complete the project component identified in the AGREEMENT.

SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
Carrie L. Bowen District 07 Director	By: Mark D. Radecki Chairman
Certified as to funds:	Attest:
Paul Kwong District Budget Manager	By: Diane M. Schlichting Agency Secretary APPROVED AS TO FORM
APPROVED AS TO FORM AND PROCEDURE: Attorney Department of Transportation	By: James M. Casso Agency Counsel

FUNDING SUMMARY NO. 01

	<u>FUN</u>	NDING T	<u> FABLE</u>		v. 2
	IMPLEMENTING AGENCY→	Fed Share (%)	<u>AGENCY</u>		
Party	Fund Type	OR Non-fed Match (flex/yes)	CONST. SUPPORT	CONST. CAPITAL	Totals
	Local Funds				
AGENCY	Industry Successor Agency		400,000	6,858,526	7,258,526
AGENCY	Industry Local		400,000	8,913,027	9,313,027
AGENCY	Measure M		400,000	3,600,000	4,000,000
AGENCY	Local		.003000	223,993	233,993
	Totals		1,200,000	19,595,546	233,993

Invoicing and Payment

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1. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION Support

2. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

3. No invoicing or reimbursement will occur for the CONSTRUCTION CAPITAL PROJECT COMPONENT.