

# 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

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## **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.*

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



SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
AGENCY**

## MEMORANDUM

**TO:** Honorable Chairman and Members of the Successor Agency to the Industry Urban-Development Agency Board

**FROM:** Paul J. Philips, Executive Director *Paul J. Philips*

**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

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### **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**.

**Change Order No. 4:** 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**.

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

**Change Order No. 10:** 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**.

**Change Order No. 11:** 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.

**Change Order No. 12:** 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**.

**Change Order No. 13:** 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
<b>Total Project Cost</b>	<b>\$ 14,532,307.44</b>

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
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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

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

Change Order No. 1

Project Industry Business Center Roadway,
Sewers, Dry Utilities, & Slope Landscaping

Contract No. IBC-0384

Date 12/21/2017

Type Project Street Improvements/Dry Utilities
Contractor All American Asphalt

Location City of Industry

Explanation:

As part of Plan Revision No. 3, the Contractor was required to construct the top deck and local depressions for four existing catch basins, raise 3 manholes to grade and construct a 21-ft. wide catch basin along Grand Ave.

Extra Work by: Contract Items x Negotiated T & M

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

Table with 6 columns: ITEM NO., ITEM, QUANTITY, UNIT PRICE, TOTALS (\$), and a sub-column for totals (+ and -). Row 1: Construct 4 catch basin top decks and local depressions, raise existing manholes and construct a 21 ft wide catch basin, LS, \$48,637.81, \$48,637.81. Total Cost: \$48,637.81.

T & M SUMMARY

Summary table with columns for cost categories and percentages. Includes Labor Cost (+20%), Equipment Cost (+15%), Material Cost (+15%), and Change Order Summary with original amount \$18,784,000.00 and total change orders \$48,637.81 (0.26%).

Authorized by Additional Working Days 7

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.

Contractor Representative signature and date 12/14/17
Clement N. Calvillo-Agency Engineer Date 12/14/17

Paul J. Phillips - Executive Director Date
Gerardo Perez, Project Manager Date 12-14-17

C.O. # 1





# CHANGE ORDER REQUEST

**To:** CNC ENGINEERING **TRANSMITTAL DATE:** 12/7/17  
255 N. HACIENDA BLVD., SUITE 222 **COR No:** 001 R1  
CITY OF INDUSTRY, CA 91744 **AAA JOB No:** 28165  
**ATTN:** GERARDO PEREZ

**Re:** Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

ITEM No.	DESCRIPTION:	QUANTITY:	UNIT COST:	TOTAL:
	<i>Revised: Plan Revision 2R</i>			
1.	O-Duffy(attached)	1 LS	\$ 45,625.00	\$ 45,625.00
	<i>Prime Contractor Mark-up 10% fist \$5000 and 5% over \$5000</i>			\$ 2,531.25
	<i>Sub-Total</i>			\$ 48,156.25
	<i>1% for Bond</i>			\$ 481.56
	<b>Total Change Order Request Price</b>			<b>\$ 48,637.81</b>
	<i>Please add 7 working days to the contract for this work</i>			

<u>APPROVED</u>	<u>REVISE &amp; RESUBMIT</u>
<u>APPROVED AS NOTED</u>	<u>REJECTED</u>
<b>COMMENTS</b>	

**RECEIVED BY,**  
 \_\_\_\_\_

**TRANSMITTED BY,**  
  
 \_\_\_\_\_

GORDON KLINE  
 PUBLIC WORKS ESTIMATOR / PROJECT MANAGER

<b>400 EAST SIXTH ST.</b> <b>P.O. BOX 2229</b> <b>CORONA, CA 92878</b>	<b>TELEPHONE:</b> (951) 736-7600 <b>FAX:</b> (951) 736-7646 <b>LICENSE NO.</b> 267073 A
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**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 2

Project Industry Business Center Roadway,  
 Sewers, Dry Utilities, & Slope Landscaping

Contract No. IBC-0384

Date 12/21/2017

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: Contract Items X Negotiated T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Wireline Crossing License Fee	LS	\$7,500.00	\$7,500.00	
2	Pipeline Crossing License Fee	LS	\$20,100.00	\$ 20,100.00	
<b>TOTAL COST</b>				<b>\$27,600.00</b>	


**T & M SUMMARY**

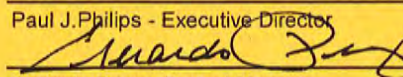
*Labor Cost	+ 20%	Total Labor	
*Equipment Cost	+ 15%	Total Equipment	
*Material Cost	+ 15%	Total Materials	
(*Attach breakdown of labor, equipment and materials)		Sub-Total	
<b>CHANGE ORDER SUMMARY</b>		% of Contract Amount	Other Additive
Original Contract Amount	\$18,784,000.00		Total T & M
Total Previous Change Orders	\$ 48,637.81	0.26%	Pay This
Total Change Orders	\$ 76,237.81	0.41%	<b>CHANGE ORDER \$ 27,600.00</b>
			<b>0.15%</b>

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 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  
 Clement N. Calvillo-Agency Engineer  
 Date 12/14/17

  
 Paul J. Philips - Executive Director  
 Date 12.14.17  
 Gerardo Perez, Project Manager  
 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

**Re:** Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

<u>ITEM NO.</u>	<u>DESCRIPTION:</u>	<u>QUANTITY:</u>	<u>UNIT COST:</u>	<u>TOTAL:</u>
1.	Reimbursement for UPRR Fees	1 LS	\$ 27,600.00	\$ 27,600.00
	<i>Total Change Order Request Price</i>			<b>\$ 27,600.00</b>

<input type="checkbox"/> APPROVED	<input type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> REJECTED
<b>COMMENTS</b>	

**RECEIVED BY,**  
 \_\_\_\_\_

**TRANSMITTED BY,**  
  
 \_\_\_\_\_

GORDON KLINE  
 PUBLIC WORKS ESTIMATOR / PROJECT MANAGER

<b>400 EAST SIXTH ST.</b> <b>P.O. BOX 2229</b> <b>CORONA, CA 92878</b>	<b>TELEPHONE:</b> (951) 736-7600 <b>FAX:</b> (951) 736-7646 <b>LICENSE NO.</b> 267073 A
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## Gordon Kline

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**From:** Rachel Gonzalez <rgonzalez@cc-eng.com>  
**Sent:** Thursday, March 09, 2017 3:39 PM  
**To:** Gordon Kline  
**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 23<sup>rd</sup> 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.

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ALL AMERICAN ASPHALT, ALL AMERICAN AGGREGATES P.O. BOX 2229, CORONA, CA 92878-2229

REFERENCE NO.	DATE	VENDOR NO.	ACCOUNT NO.	GROSS AMT.	DISCOUNT	NET AMOUNT	REMARKS
31717	03/17/2017	6078	2707-5046	7500.00	.00	7500.00	28165
				7500.00	.00	7500.00	

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ALL AMERICAN ASPHALT, ALL AMERICAN AGGREGATES P.O. BOX 229, CORONA, CA 92878-2229

REFERENCE NO.	DATE	VENDOR NO	ACCOUNT NO.	GROSS AMT.	DISCOUNT	NET AMOUNT	REMARKS
31717A	03/17/2017	6078	2707-5046	20100.00	.00	20100.00	28165
				20100.00	.00	20100.00	

PLEASE DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

# **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

**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 Industry, CA 91744  
(626)333-2211

Change Order No. 3

**Project** Industry Business Center Roadway,  
Sewers, Dry Utilities, & Slope Landscaping

**Contract No.** IBC-0384

**Date** 12/21/2017

**Type**

**Project** Street Improvements/Dry Utilities

**Contractor** All American Asphalt

**Location** City of Industry

**Explanation:**

Additional time incurred excavating for the proposed vault at Station 311+05 prior to it being abandoned and relocated to a new location northerly

Extra Work by: \_\_\_\_\_

Contract Items

Negotiated

x

T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	See T&M Summary				
<b>TOTAL COST</b>				<b>\$0.00</b>	

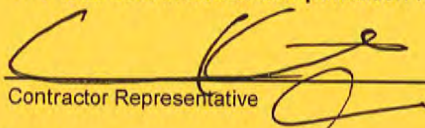
**T & M SUMMARY**

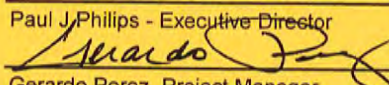
*Labor Cost	+ 20%	Total Labor	\$	162.52	20%	\$	195.02
*Equipment Cost	+ 15%	Total Sub	\$	3,870.45	10%	\$	4,257.50
*Material Cost	+ 15%	Total Materials			15%	\$	-
(*Attach breakdown of labor, equipment and materials)		Sub-Total				\$	4,452.52
<b>CHANGE ORDER SUMMARY</b>		Other Additive		1% Bond		\$	44.53
Original Contract Amount	\$18,784,000.00	Total T & M				\$	4,497.04
Total Previous Change Orders	\$ 76,237.81	0.41%					
Total Change Orders	\$ 80,734.85	0.43%	<b>Pay This CHANGE ORDER</b>	\$ -		\$	4,497.04

Authorized by \_\_\_\_\_

Additional Working Days 1

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  
Clement N. Calvillo-Agency Engineer  
Date

Paul J. Phillips - Executive Director  
  
Gerardo Perez, Project Manager  
Date 12.14.17

C.O. # 3





## CHANGE ORDER REQUEST

**To:** CNC ENGINEERING **TRANSMITTAL DATE:** 9/8/17  
255 N. HACIENDA BLVD., SUITE 222 **COR No:** 003  
CITY OF INDUSTRY, CA 91744 **AAA JOB No:** 28165  
**ATTN:** GERARDO PEREZ

**Re:** Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

<u>ITEM NO.</u>	<u>DESCRIPTION:</u>	<u>QUANTITY:</u>	<u>UNIT COST:</u>	<u>TOTAL:</u>
1.	T&M 8/31/16 AD Wilson – Time spent on SCE Vaults before deletion	1 LS	\$ 3,870.45	\$ 3,870.45
	Prime contractor 10% Mark-up			\$ 387.05
	1% for Bond			\$ 42.58
2.	T&M 8/31/16 All American Asphalt - Supervision	1 LS	\$ 196.97	\$ 196.97
	<b>Total Change Order Request</b>			<b>\$ 4,497.05</b>
	Please add 1 working day to the contract for this work			

<input type="checkbox"/> APPROVED	<input type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> REJECTED
<b>COMMENTS</b>	

RECEIVED BY, \_\_\_\_\_

TRANSMITTED BY, \_\_\_\_\_

GORDON KLINE  
PUBLIC WORKS ESTIMATOR / 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

208919

FOR  
THE  
19708

NAME <b>ALL AMERICAN ASPHALT</b>				SHIP TO <b>INDUSTRY BUSINESS CENTER</b>		
ADDRESS				ADDRESS <b>Roadway</b>		
CITY, STATE, ZIP				CITY, STATE, ZIP		
ORDER NUMBER <b>16-549</b>	DEPARTMENT	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP	DATE <b>8/31/16</b>

QUANTITY	DESCRIPTION	PRICE	AMOUNT
4HR	FOREMAN	115.00	460.00
3HR	JD 892 EXCAVATOR	200.00	600.00
9HR	JD 410G BACKHOE	140.00	1260.00
4HR	COMPACTION WHEEL	36.00	144.00
2HR	1 TON TRUCK	29.00	58.00
4HR	WATER TRUCK	135.00	540.00
40Y	*SHIELD RENTAL	160.00	640.00
3 1/2 TN	*3/4" ROCK	18.00	63.00
1LS	*15% MARK-UP	105.45	105.45
<p>TIME SPENT ON ICE 6X12X7 VAULT @ STA 31+05 ON GRAND AVE. BEFORE IT WAS DELETED.</p> <p><i>X Chalkin</i> verified work under dispute</p>			
			<b>3870.45</b>

BUYER:

EP: adler  
8100


KEEP THIS SLIP FOR REFERENCE

01.1

Date: 9-26-16

Accepted (Customer)  
Date: 9/26/16

## DAILY EXTRA WORK REPORT

<b>City Of Industry</b> Contractor Job: 28165 - Industry Business Center Work Performed By: All American Asphalt Description of Work: Time Spent On Vault But Vault Was Deleted							Change Order <b>999</b> Billing Number <b>1.0</b> Report Date 10/06/2016 Perform Date 8/31/2016			
Ticket No. <b>75105</b> <input checked="" type="checkbox"/> Signed										
<b>Labor Charges</b>										
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	<b>Labor Charges</b>	
L01 LBR F	C Kibler	2.00			81.260			162.52	RT Labor	162.52
									OT Labor	0.00
									Subtotal Labor	162.52
									Subsistence	0.00
									Other Expenses	0.00
									MU 20.00%	32.50
									<b>Labor Total</b>	<b>195.02</b>
<b>Equipment Charges</b>										
<b>Material Charges</b>										
<b>Subcontract Charges</b>										
									Activity Total	195.02
<b>Bill Surcharge</b>										
									Bonding 1.00%	1.95
									<b>Bill Subtotal</b>	<b>196.97</b>
 <b>All American Asphalt</b> P.O. Box 2229, Corona, CA 92878-2229 Phone: 951.736.7600 Fax: 951.739.4671									Accepted: _____ Customer: _____ Date: _____ Contractor: _____ Date: _____	
									<b>Bill Total +</b>	<b>196.97</b>
									Page	1



ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

Nº 75105

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**

DATE: 8-31-16 PROJECT NAME: Industry Business Center LOCATION: Grand & "B" St

AAA PROJECT MANAGER: Ron Salcido AGENCY/CITY: Industry

AAA JOB#: 28165 FOREMAN: Chaz Kibler DESCRIPTION OF WORK: Time Spent on

Vault At STA. 311+05 on Grand Ave East Side Work Was Done per  
Plan But the vault was later Deleted Right Before install  
Work performed grading & Shields Then shield Removal & Backfill

LABOR			
EMPLOYEE#	NAME	POSITION	HOURS
5370	Chaz Kibler	Foreman	2
AD Wilson	Jesse Cabrera	Foreman	4

EQUIPMENT			
EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
	JD 89Z Excavator	AD Wilson	3
	JD 410G Backhoe	" "	9
	Compaction Wheel	" "	4
	1 Ton Truck	" "	2
	Water Truck	" "	4

MATERIAL			
MATERIAL TYPE	VENDOR	UNIT	QUANTITY
Shield Rental	AD Wilson	Day	4
3/4" Rock	AD Wilson	TON	3.5

DUMP FEES			
DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY

*Chaz Kibler*  
ALL AMERICAN REPRESENTATIVE

*Sharon* 9/26/16  
CUSTOMER REPRESENTATIVE



**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 4

**Project** Industry Business Center Roadway,  
 Sewers, Dry Utilities, & Slope Landscaping

**Contract No.** IBC-0384

**Date** 12/21/2017

**Type**  
**Project** Street Improvements/Dry Utilities

**Contractor** All American Asphalt

**Location** City of Industry

**Explanation:**

During excavation for the electrical conduit bank on the west side of Grand Ave., the existing Caltrans project signs interfered with the installation. The Contractor was directed to relocate them to the center median.

Extra Work by: Contract Items Negotiated X  
 T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	See T&M Summary				
<b>TOTAL COST</b>				<b>\$0.00</b>	


**T & M SUMMARY**

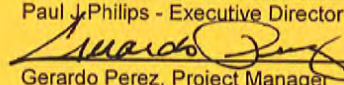
*Labor Cost	+ 20%	Total Labor	\$	939.24	20%	\$	1,127.09
*Equipment Cost	+ 15%	Total Equipment	\$	109.56	15%	\$	125.99
*Material Cost	+ 15%	Total Materials	\$	195.00	15%	\$	224.25
(*Attach breakdown of labor, equipment and materials)		Sub-Total					\$ 1,477.33
<b>CHANGE ORDER SUMMARY</b>				Other Additive	1% Bond	\$	14.77
Original Contract Amount	\$18,784,000.00			Total T & M			\$ 1,492.11
Total Previous Change Orders	\$ 80,734.85	0.43%			Pay This		
Total Change Orders	\$ 82,226.96	0.44%	CHANGE ORDER	\$ -	\$	1,492.11	

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 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  
 Clement N. Calvillo-Agency Engineer  
 Date 12/14/17

Paul J. Philips - Executive Director  
 Date \_\_\_\_\_  
  
 Gerardo Perez, Project Manager  
 Date 12.14.17

C.O. # 4





# CHANGE ORDER REQUEST


**To:** CNC ENGINEERING **TRANSMITTAL DATE:** 9/8/17  
255 N. HACIENDA BLVD., SUITE 222 **COR No:** 004  
CITY OF INDUSTRY, CA 91744 **AAA JOB No:** 28165  
**ATTN:** GERARDO PEREZ

**Re:** Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

<u>ITEM No.</u>	<u>DESCRIPTION:</u>	<u>QUANTITY:</u>	<u>UNIT COST:</u>	<u>TOTAL:</u>
1.	T&M 10/5/16 All American – Relocate & Build Skids for Project Signs	1 LS	\$ 1,492.10	\$ 1,492.10
	<b>Total Change Order Request Price</b>			<b>\$ 1,492.10</b>

<u>APPROVED</u>	<u>REVISE &amp; RESUBMIT</u>
<u>APPROVED AS NOTED</u>	<u>REJECTED</u>
<b>COMMENTS</b>	

**RECEIVED BY,**  
\_\_\_\_\_

**TRANSMITTED BY,**  
  
 \_\_\_\_\_

GORDON KLINE  
PUBLIC WORKS ESTIMATOR / PROJECT MANAGER

<b>400 EAST SIXTH ST.</b> <b>P.O. BOX 2229</b> <b>CORONA, CA 92878</b>	<b>TELEPHONE:</b> (951) 736-7600 <b>FAX:</b> (951) 736-7646 <b>LICENSE NO.</b> 267073 A
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## DAILY EXTRA WORK REPORT

<b>City Of Industry</b>		Change Order	<b>999</b>
Contractor Job: 28165 - Industry Business Center		Billing Number	<b>3.0</b>
Work Performed By: All American Asphalt		Ticket No. <b>75106</b>	<input type="checkbox"/> Signed
Description of Work: Relocate & Build Skids For Project Info Signs		Report Date	<b>10/31/2016</b>
		Perform Date	<b>10/05/2016</b>

### Labor Charges

Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	OT Labor
L01 OE F	C Lage	6.00			91.060			546.36	939.24	
L02 LBR 1	B Trujillo	6.00			65.480			392.88		0.00

### Equipment Charges

Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended	Subtotal Labor
E01 270683	Pickup	6.00		18.260			109.56	939.24

### Material/Specialist Work/Lump Sum or Unit Price Payment

Number	Date	Vendor Name and Description	Units	Unit Price	Extended	MU	Other Expenses
M01 19715	10/05/2016	Cole Equipment / Skiploader	1.000 DY	195.00000	195.00	20.00%	0.00

<b>Labor Charges</b>	
Subtotal Labor	939.24
Subsistence	0.00
Other Expenses	0.00
MU 20.00%	<u>187.85</u>
<b>Labor Total</b>	<b>1,127.09</b>

<b>Equipment Charges</b>	
Subtotal	109.56
MU 15.00%	<u>16.43</u>
<b>Equipment Total</b>	<b>125.99</b>

<b>Material Charges</b>	
Subtotal	195.00
MU 15.00%	<u>29.25</u>
<b>Material Total</b>	<b>224.25</b>

<b>Subcontract Charges</b>	
Activity Total	<b>1,477.33</b>

<b>Bill Surcharge</b>	
Bonding 1.00%	14.77
<b>Bill Subtotal</b>	<b>1,492.10</b>

<b>Bill Total</b>	<b>+ 1,492.10</b>
-------------------	-------------------



**All American Asphalt**  
P.O. Box 2229, Corona, CA 92878-2229  
Phone: 951.736.7600 Fax: 951.739.4671

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Date: \_\_\_\_\_



**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 AC12  
DIR #1000001051

**Nº 75106**

**AUTHORIZATION FOR EXTRA WORK OR CHANGE IN PLANS**

DATE: 10-5-16 PROJECT NAME: Industry Business center LOCATION: Grand Ave  
AAA PROJECT MANAGER: Ron Salcido/Gordon Kline AGENCY/CITY: % Industry  
AAA JOB#: 28165 FOREMAN: Chaz Kibler DESCRIPTION OF WORK: Relocate & Build Skids For Project info signs (Caltrans project)

LABOR			
EMPLOYEE#	NAME	POSITION	HOURS
3213	Charles Lage	Operator	6
4660	Benjamin Trujillo	Laborer	6

EQUIPMENT			
EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
270683	Pickup	AAA	6
951610	Skid loader 210LE	Cole (AAA)	6

MATERIAL			
MATERIAL TYPE	VENDOR	UNIT	QUANTITY

DUMP FEES			
DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY

*Chaz Kibler*  
ALL AMERICAN REPRESENTATIVE

*Shawn* 10/6/16  
CUSTOMER REPRESENTATIVE

RECEIVED

NOV 3 REC'D  
ALL AMERICAN  
ASPHALT

# INVOICE

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

Closed	Invoice #
10/28/2016	19715

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

*2 Weeks & 3 Day Rental*

Qty	Key	Description	Returned Date	Price
1	58343-35	SKIP LOADER GP BUCKET	10/20/2016 11:41AM	\$2,145.00
	2	1Day \$195.00 3Week \$780.00 4Wks \$2,340.00		
1	I-INDUSTRY	Deliver to INDUSTRY	Delivery	\$175.00
1	IP-INDUSTRY	PICKUP FROM INDUSTRY	Delivery	\$175.00
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	951-367-0236 Fax	

DISPATCH

ALL AMERICAN ASPHALT

COLE EQUIPMENT INC                    1576  
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  
Date Required :          09/27/2016  
Entered By:                EVER  
Job City :                 CITY OF INDUSTR  
Vendor Po Number:  
Expiration Date:

---

Description	Qty	Price	UOM	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	1.00	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

Change Order No. 5

**Project** Industry Business Center Roadway,  
 Sewers, Dry Utilities, & Slope Landscaping

**Contract No.** IBC-0384

**Date** 12/21/2017

**Type**  
**Project** Street Improvements/Dry Utilities

**Contractor** All American Asphalt

**Location** City of Industry

**Explanation:**

Extra work to expose and repair existing electrical conduits at Grand Ave. and Baker Parkway

Extra Work by: Contract Items Negotiated x  
 T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	See T&M Summary				
<b>TOTAL COST</b>				<b>\$0.00</b>	


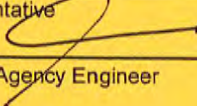
**T & M SUMMARY**

*Labor Cost	+ 20%	Total Subcontractor	\$ 11,042.54
*Equipment Cost	+ 15%	Total MU	10% 1st \$5000 \$ 500.00
*Material Cost	+ 15%	Total MU	5% over \$5000 \$ 302.13
(*Attach breakdown of labor, equipment and materials)		Sub-Total	\$ 11,844.67
<b>CHANGE ORDER SUMMARY</b>		Other Additive	1% Bond \$ 118.45
Original Contract Amount	\$18,784,000.00	Total T & M	\$ 11,963.11
Total Previous Change Orders	\$ 82,226.96 0.44%	Pay This	
Total Change Orders	\$ 94,190.07 0.50%	CHANGE ORDER	\$ - \$ 11,963.11

Authorized by \_\_\_\_\_

Additional Working Days 5

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.

 12/14/17  
 Contractor Representative Date  
 12/14/17  
 Clement N. Calvillo-Agency Engineer Date

Paul J. Philips - Executive Director Date  
 12.14.17  
 Gerardo Perez, Project Manager Date

C.O. # 5





## CHANGE ORDER REQUEST

**To:** CNC ENGINEERING **TRANSMITTAL DATE:** 9/8/17  
255 N. HACIENDA BLVD., SUITE 222 **COR No:** 005  
CITY OF INDUSTRY, CA 91744 **AAA JOB No:** 28165  
**ATTN:** GERARDO PEREZ

**Re:** Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

<u>ITEM NO.</u>	<u>DESCRIPTION:</u>	<u>QUANTITY:</u>	<u>UNIT COST:</u>	<u>TOTAL:</u>
1.	T&M 5/23/17, 6/19/17, 6/20/17, 7/12/17, & 7/13/17 AD Wilson – Repair previously installed conduits damaged by others	1 LS	\$ 11,042.54	\$ 11,042.54
	Prime Contractor 10% Mark-up first \$5,000			\$ 500.00
	Prime Contractor 5% Mark-up over \$5,000			\$ 302.13
	Sub-Total			\$ 11,844.67
	1% for Bond			\$ 118.45
	<b>Total Change Order Request Price</b>			<b>\$ 11,963.12</b>
	Please add 5 working days to the contract for this work			

<u>APPROVED</u>	<u>REVISE &amp; RESUBMIT</u>
<u>APPROVED AS NOTED</u>	<u>REJECTED</u>
<b>COMMENTS</b>	

**RECEIVED BY,**

**TRANSMITTED BY,**

GORDON KLINE  
PUBLIC WORKS ESTIMATOR / 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





445420

DAY  
6/19/17  
DIRECTOR  
AVE  
798

NAME ALL AMERICAN ASPHALT		SHIP TO INDUSTRY BUSINESS CENTER	
ADDRESS		ADDRESS ROADWAYS	
CITY, STATE, ZIP		CITY, STATE, ZIP	

ORDER NUMBER 116-549	DEPARTMENT	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP	DATE 6/19/17
-------------------------	------------	-------------	-----------	-------	----------	-----------------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
4HR	FOREMAN	115.00	460.00
4HR	10' LOG BACKHOE	140.00	560.00
8HR	LABOR	72.00	576.00
2HR	2 TON TRUCK	33.00	66.00
2HR	AIR COMPRESSOR	38.00	76.00

TIME SPENT TO FIX 3-5" CONDUITS ON GRAND AVE @ PU PT 285+21

\$1738.00

BUYER:

1738.00



445421

DATE  
TIME  
NO.

NAME ALL AMERICAN ASPHALT	SHIP TO INDUSTRY BUSINESS CENTER
ADDRESS	ADDRESS Roadways
CITY, STATE ZIP	CITY STATE ZIP

ORDER NUMBER 16-549	DEPARTMENT	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP	DATE 6/20/17
------------------------	------------	-------------	-----------	-------	----------	-----------------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
7HR	104100 BACKHOE	140.00	980.00
7HR	LABOR (2EA)	72.00	1008.00
3HR	2 TON TRUCK	33.00	99.00
3HR	AIR COMPRESSOR	38.00	114.00
20'	5" CONDUIT	1.12	22.40
3EA	5" COUPLINGS *	3.07	9.21
3EA	5" SLP COUPLINES *	3.07	9.21
2EA	BAES OF CEMENT *	7.50	15.00
	* 15% MARK-UP		8.38
	TIME + MATERIAL SPENT TO FIX 5" CONDUITS ON GRAND AVE. @ PU PT 285+21		

445422

NAME ALL AMERICAN ASPHALT		SHIP TO INDUSTRY BUSINESS CENTER	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		ROADWAYS	
CITY, STATE, ZIP		CITY, STATE, ZIP	

ORDER NUMBER 16-549	DEPARTMENT	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP	DATE 7/20/17
------------------------	------------	-------------	-----------	-------	----------	-----------------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
4HR	FOREMAN	115.00	460.00
4HR	LOADING BACKHOE	140.00	560.00
8HR	LABOR (3EA)	72.00	1728.00
2HR	2 TOW TRUCK	330.00	660.00
2HR	AIR COMPRESSOR	38.00	76.00
2HR	JACK HAMMER	17.00	34.00

TIME SPENT FIX 2-5" CONDUITS  
ON BAKER PKWY @ STA 66+80  
(BRKE BY OTHERS)

\$ 2924.00



445423

NAME ALL AMERICAN ASPHALT	SHIP TO INDUSTRY BUSINESS CENTER
ADDRESS	ADDRESS ROADWAYS
CITY, STATE, ZIP	CITY, STATE, ZIP

ORDER NUMBER 16-549	DEPARTMENT	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP	DATE 7/13/17
------------------------	------------	-------------	-----------	-------	----------	-----------------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
4HR	FOREMAN		
4HR	JO HIGG BACKHOE	115.00	460.00
8HR	LABOR (3EA)	140.00	560.00
10'	5" CONDUIT	72.00	1728.00
4EA	COUPLERS *	1.12	11.20
2EA	BAGS OF CEMENT *	3.07	12.28
3HR	WHACKER *	7.50	15.00
		20.00	60.00
	* 15% MARK-UP		5.78

TIME & MATERIAL SPENT TO FINISH  
REPAIRING 5" CONDUIT ON BAKER  
MAY @ STA. 66+80

\$2852.28



**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 6

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

**Type** Street Improvements/Dry Utilities **Contractor** All American Asphalt

**Location** City of Industry

**Explanation:**

Extra work to place and compact base material at the street light foundation location

Extra Work by: Contract Items Negotiated T & M

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

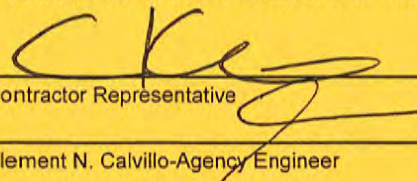
ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	See T&M Summary				
<b>TOTAL COST</b>				<b>\$0.00</b>	

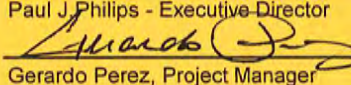
**T & M SUMMARY**

*Labor Cost	+ 20%	Total Labor	\$ 1,293.00	20%	\$ 1,551.60
*Equipment Cost	+ 15%	Total Equipment	\$ 274.80	15%	\$ 316.02
*Material Cost	+ 15%	Total Materials	\$ 390.00	15%	\$ 448.50
(*Attach breakdown of labor, equipment and materials)		Sub-Total			\$ 2,316.12
<b>CHANGE ORDER SUMMARY</b>		% of Contract Amount			
Original Contract Amount	\$18,784,000.00	1% Bond	\$	23.16	
Total Previous Change Orders	\$ 94,190.07	0.50%	Total T & M	\$ 2,339.28	
Total Change Orders	\$ 96,529.35	0.51%	<b>Pay This CHANGE ORDER</b>	\$ -	\$ 2,339.28

Authorized by \_\_\_\_\_ Additional Working Days 1

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.

 12/14/17  
Contractor Representative Date  
12/14/17  
Clement N. Calvillo-Agency Engineer Date

Paul J Philips - Executive Director Date  
 12.14.17  
Gerardo Perez, Project Manager Date

C.O. # 6





## CHANGE ORDER REQUEST

**To:** CNC ENGINEERING **TRANSMITTAL DATE:** 9/8/17  
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, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

<u>ITEM No.</u>	<u>DESCRIPTION:</u>	<u>QUANTITY:</u>	<u>UNIT COST:</u>	<u>TOTAL:</u>
1.	T&M 6/1/17 All American – Place & compact base around SL conduit for footings	1 LS	\$ 2,339.28	\$ 2,339.28
	<b>Total Change Order Request Price</b>			<b>\$ 2,339.28</b>
	<i>Please add 1 working day to the contract for this work</i>			

<u>APPROVED</u>	<u>REVISE &amp; RESUBMIT</u>
<u>APPROVED AS NOTED</u>	<u>REJECTED</u>
<b>COMMENTS</b>	

**RECEIVED BY,**  
\_\_\_\_\_

**TRANSMITTED BY,**  
  
 \_\_\_\_\_

**GORDON KLINE**  
 PUBLIC WORKS ESTIMATOR / PROJECT MANAGER  
**TELEPHONE:** (951) 736-7600  
**FAX:** (951) 736-7646  
**LICENSE NO.** 267073 A

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

## DAILY EXTRA WORK REPORT

<b>City Of Industry</b>	Change Order <b>999</b>
Contractor Job: <b>28165 - Industry Business Center</b>	Billing Number <b>4.0</b>
Work Performed By: <b>All American Asphalt</b>	Report Date <b>8/28/2017</b>
Description of Work: <b>Place &amp; Compact Base Around Streetlight Conduit For Footings.</b>	Perform Date <b>6/01/2017</b>
Ticket No. <b>79705</b> <input checked="" type="checkbox"/> Signed	

Labor Charges							
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate
L01 OE F	R Williams	6.00			91.060		
L02 OE 10	S Laycock	6.00			88.340		
L03 LBRAP A1	JJ Mendoza	6.00			36.100		

Labor Charges	
RT Labor	1,293.00
OT Labor	0.00
Subtotal Labor	1,293.00
Subsistence	0.00
Other Expenses	0.00
MU 20.00%	<u>258.60</u>
<b>Labor Total</b>	<b>1,551.60</b>

Equipment Charges							
Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01 270686	Ford F-250 Pickup	6.00		16.340			98.04
E02 270517	Skiploader	6.00		29.460			176.76

Equipment Charges	
Subtotal	274.80
MU 15.00%	<u>41.22</u>
<b>Equipment Total</b>	<b>316.02</b>

Material/Specialist Work/Lump Sum or Unit Price Payment							
Number	Date	Vendor Name and Description	Units	Unit Price	Extended		
M01 938297	6/01/2017	OTM Trucking / Water Truck	6.000 HR	65.00000	390.00		

Material Charges	
Subtotal	390.00
MU 15.00%	<u>58.50</u>
<b>Material Total</b>	<b>448.50</b>

Subcontract Charges	
Activity Total	<b>2,316.12</b>

Bill Surcharge	
Bonding 1.00%	23.16
<b>Bill Subtotal</b>	<b>2,339.28</b>

<b>Bill Total +</b>	<b>2,339.28</b>
---------------------	-----------------



**All American Asphalt**  
 P.O. Box 2229, Corona, CA 92878-2229  
 Phone: 951.736.7600 Fax: 951.739.4671

Accepted: \_\_\_\_\_  
 Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contractor: \_\_\_\_\_ Date: \_\_\_\_\_





ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

Nº 79705

T 951-736-7600 F 951-736-7646  
400 E. SIXTH STREET, P.O. BOX 2229, CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 A.C12  
DIR #1000001051

**AUTHORIZATION FOR EXTRA WORK OR CHANGE IN PLANS**

DATE: 6-1-17 PROJECT NAME: Successor Agency LOCATION: Grand Ave  
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#	NAME	POSITION	HOURS
4806	Ronnie Williams	Foreman	6
3438	Sean Laycock	Operator	6
5896	Sonathan Mendoza	Apprentice Laborer	6

EQUIPMENT			
EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
272118	F250 Pickup with tools	AAA	6
270517	Skip loader 210LE	AAA	6
381920	water truck	OTM	6

MATERIAL			
MATERIAL TYPE	VENDOR	UNIT	QUANTITY

DUMP FEES			
DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY

*[Signature]*  
ALL AMERICAN REPRESENTATIVE

*[Signature]* 6/1/17  
CUSTOMER REPRESENTATIVE



# INVOICE

## ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

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

Invoice # 938297  
Invoice Date 06/30/17

Page: 1

SUCCESSOR AGENCY TO THE 2772  
INDUSTRY URBAN-DEV AGENCY  
15625 E STAFFORD ST #100  
CITY OF INDUSTRY CA 91744

Job Number: 28165  
Job Address: GRAND AVE  
Job City: CITY OF INDUSTRY  
Quote #: 28165  
P.O. #:  
Cust Job #:

Ticket #	Date	Description	Units	U/M	Unit Price	Unit Total	Env Fee	Tax	Haul Rate	Haul Total	Product Total
509722	06/01/17	WATER TRUCK	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	Taxable (Material)	Tax Exempt (Material)	Env. Fee	Sales Tax %	Non-Taxable (Haul)	Invoice Amount
.00	.00			.00 FDL	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**



**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 7

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

**Type** \_\_\_\_\_      **Contractor** All American Asphalt

**Project** Street Improvements/Dry Utilities

**Location** City of Industry

**Explanation:**

Relocate conduit not shown per the plans on Ferrero Parkway, relocate a street light handhole interfering with the new Caltrans driveway and backfill around the street light foundations on Grand Ave.

Extra Work by: \_\_\_\_\_ Contract Items \_\_\_\_\_ Negotiated \_\_\_\_\_ x \_\_\_\_\_ T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	See T&M Summary				
<b>TOTAL COST</b>					<b>\$0.00</b>

**T & M SUMMARY**

*Labor Cost	+ 20%	Total Subcontractor	\$	5,737.20
*Equipment Cost	+ 15%	Total MU	10% 1st \$5000	\$ 500.00
*Material Cost	+ 15%	Total MU	5% over \$5000	\$ 36.86
(*Attach breakdown of labor, equipment and materials)		Sub-Total	\$	6,274.06
<b>CHANGE ORDER SUMMARY</b>		Other Additive	1% Bond	\$ 62.74
Original Contract Amount	\$18,784,000.00	Total T & M	\$	6,336.80
Total Previous Change Orders	\$ 96,529.35    0.51%	Pay This		
Total Change Orders	\$ 102,866.15    0.55%	<b>CHANGE ORDER</b>	\$ -	\$ 6,336.80

Authorized by \_\_\_\_\_

Additional Working Days 2

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.

Clement N. Calvillo      12/14/17  
 Contractor Representative      Date  
Clement N. Calvillo      12/14/17  
 Agency Engineer      Date

Paul J. Philips      \_\_\_\_\_      \_\_\_\_\_  
 Executive Director      Date  
Gerardo Perez      12.14.17  
 Project Manager      Date

C.O. # 7





## CHANGE ORDER REQUEST


**To:** CNC ENGINEERING **TRANSMITTAL DATE:** 9/8/17  
255 N. HACIENDA BLVD., SUITE 222 **COR No:** 007  
CITY OF INDUSTRY, CA 91744 **AAA Job No:** 28165  
**ATTN:** GERARDO PEREZ

**Re:** Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

ITEM No.	DESCRIPTION:	QUANTITY:	UNIT COST:	TOTAL:
1.	T&M 7/14/17 & 7/24/17 AD Wilson – relocate conduits and SL	1 LS	\$ 5,737.20	\$ 5,737.20
	<i>Prime Contractor 10% Mark-up first \$5,000</i>			\$ 500.00
	<i>Prime Contractor 5% Mark-up Over \$5,000</i>			\$ 36.86
	<i>Sub-Total</i>			\$ 6,274.06
	<i>1% for Bond</i>			\$ 62.74
	<b>Total Change Order Request Price</b>			<b>\$ 6,336.80</b>
	<i>Please add 2 working days to the contract for this work</i>			

<u>APPROVED</u>	<u>REVISE &amp; RESUBMIT</u>
<u>APPROVED AS NOTED</u>	<u>REJECTED</u>
<b>COMMENTS</b>	

**RECEIVED BY,**  
\_\_\_\_\_

**TRANSMITTED BY,**  
  
 \_\_\_\_\_

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

**GORDON KLINE**  
**PUBLIC WORKS ESTIMATOR / PROJECT MANAGER**  
**TELEPHONE: (951) 736-7600**  
**FAX: (951) 736-7646**  
**LICENSE NO. 267073 A**



445424

INDUSTRY BUSINESS CENTER  
700

NAME ALL AMERICAN ASPHALT	SHIP TO INDUSTRY BUSINESS CENTER
ADDRESS	ADDRESS ROADWAYS
CITY, STATE, ZIP	CITY, STATE, ZIP

ORDER NUMBER 16-549	DEPARTMENT	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP	DATE 7/14/07
------------------------	------------	-------------	-----------	-------	----------	-----------------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
4HR	FOREMAN	115.00	460.00
4HR	104106 BACKHOE	140.00	560.00
3HR	LABOR (3EA)	72.00	216.00
4HR	2 TON TRUCK	33.00	132.00
4HR	AIR COMPRESSOR	38.00	152.00
4HR	CHIPPING GUN	15.00	60.00

TIME SPENT TO RE-LOCATE 5"  
CONDUIT ON FERRERO PKWY @  
P.W. PT STA. 7+49

\$ 3092.00

445425

NAME ALL AMERICAN ASPHALT	SHIP TO INDUSTRY BUSINESS CENTER
ADDRESS	ADDRESS ROADWAYS
CITY, STATE, ZIP	CITY, STATE, ZIP

ORDER NUMBER 16-549	DEPARTMENT	SALESPERSON	WHSE. SHIP	TERMS	HOW SHIP	DATE 7/24/17
------------------------	------------	-------------	------------	-------	----------	-----------------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
5HR	FOREMAN		
3HR	JO 4106 BACKHOE	115.00	575.00
3HR	LABOR (2 EA)	140.00	420.00
3HR	1 TON TRUCK	72.00	1152.00
4HR	WHACKER	29.00	87.00
2HR	WATER TRUCK	20.00	80.00
20'	1 1/2" CONDUIT	135.00	270.00
1EA	1 1/2" X 90 X 36 *	.33	6.60
1EA	10' 1/2" X 17 X 12 HH *	3.24	3.24
	* 15% MARK-UP	43.37	43.37
			7.99
<p>TIME AND MATERIAL SPENT TO            RELOCATE STREET LIGHT FROM STA            314+30 TO 314+08. WE ALSO            BACKFILLED AROUND SL CONDUITS            @ STA 3+3+01, 314+11 + 310+41 +            ALSO REPLACED HANDHOLE @ STA            310+35</p>			
			\$2645.20



CITY OF INDUSTRY

CHANGE ORDER

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

Change Order No. 8

Project Industry Business Center Roadway,
Sewers, Dry Utilities, & Slope Landscaping

Contract No. IBC-0384

Date 12/21/2017

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 Contract Items x Negotiated T & M

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

Table with 6 columns: ITEM NO., ITEM, QUANTITY, UNIT PRICE, TOTALS (\$), and a sub-column for additional costs. Includes items like Sewer revisions, Jack & Bore Casing, and Manholes.

T & M SUMMARY

Summary table for T & M costs, including Labor, Equipment, and Material costs, and a Change Order Summary section.

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.

Contractor Representative signature and date 12/14/17
Clement N. Calvillo-Agency Engineer Date 12/14/17

Paul J Philips - Executive Director Date
Gerardo Perez, Project Manager Date 12.14.17

C.O. # 8





# CHANGE ORDER REQUEST

**To:** CNC ENGINEERING **TRANSMITTAL DATE:** 12/7/17  
255 N. HACIENDA BLVD., SUITE 222 **COR No:** 008 R1  
CITY OF INDUSTRY, CA 91744 **AAA Job No:** 28165  
**ATTN:** GERARDO PEREZ

**Re:** Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

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
	<i>Additional Bid Item Quantities</i>			
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
	<i>Deleted Bid Item Quantities</i>			
6.	Delete Construct MH per Bid Schedule F Bid Item #7	3 EA	(\$ 5,800.00)	(\$ 17,400.00)
	<b>Total Change Order request Price</b>			<b>\$ 256,380.03</b>
	<i>Please add 20 working days to the contract for this work</i>			

<input type="checkbox"/> APPROVED	<input type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> REJECTED
<b>COMMENTS</b>	

RECEIVED BY, \_\_\_\_\_

TRANSMITTED BY, \_\_\_\_\_

<b>400 EAST SIXTH ST.</b> <b>P.O. BOX 2229</b> <b>CORONA, CA 92878</b>	<b>GORDON KLINE</b> <b>TELEPHONE: (951) 736-7600</b> <b>PUBLIC WORKS ESTIMATOR / PROJECT MANAGER</b> <b>FAX: (951) 736-7646</b> <b>LICENSE NO. 267073 A</b>
--	---





O'DUFFY CONSTRUCTION

GENERAL CONTRACTOR'S License #647025
24034 GUNTHER RD.
ROMOLAND, CA 92585
DADODUFFY@AOL.COM

BID PROPOSAL
and CONTRACT

DIR.# 100006692
SBE # 9090

NICK DUFFY @ 951-575-0215

DATE: 10/19/2017

PROJECT: INDUSTRY BUSINESS CENTER

BID TO: ALL AMERICAN ASPHALT

LOCATION: INDUSTRY

ATT: Estimator GORDON

OWNER/DEV:

FAX:

We promise to furnish labor & material for these items at the unit prices shown below

Table with columns: Item#, QTY, UNIT, Type or Description of Item, Unit Price, Total. Includes items like ADDITIONAL MOBILIZATION, ADDITIONAL COST AND WORK FOR 15" EXTRA STRENGTH VCP SEWER, etc.

ACCEPTED: BUYER DATE

BID NO. VALID FOR:

BY Nick Duffy O'DUFFY CONSTRUCTION

**O'DUFFY CONSTRUCTION**  
 24034 GUNTHER RD.  
 ROMOLAND, CA 92585  
 LIC.# 647025  
 TEL: (951)928-0992      FAX: (951)928-9997

## INVOICE

TO: ALL AMERICAN ASPHALT  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ATT: RON  
 \_\_\_\_\_  
 \_\_\_\_\_

PROJECT: PROJECT 0384 INDUSTRY  
 \_\_\_\_\_

LOCATION: \_\_\_\_\_ **322**

DATE: 9/12/2016

Item #	DATE BID	DESCRIPTION	UNIT PRICE	AMOUNT
		EXTRA WORK POTHOLES		\$ -
		7 EA POTHOLES @ \$800.00		\$ 5,600.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL</b>				<b>\$ 5,600.00</b>

*[Signature]*  
 O'DUFFY CONSTRUCTION      DATE \_\_\_\_\_

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

#4124  
270700  
504030

COPY

J#28165 RAN

P.O. No.	Terms	Cust. Job No.	O'Duffy Job No.	ICDC No.
322	Net 30	Project 0384		322

Item	Description	Qty	Rate	Amount
02 Site Work	Extra Work Potholes 7 EA	1	5,600.00	5,600.00

**POSTED**  
 SEP -- 2016  
 ALL AMERICAN ASPHALT

ENTERED  
 OCT 10 2016  
 ALL AMERICAN ASPHALT

200.<sup>00</sup>  
 51320.<sup>00</sup>

Thank you for your business.

<b>Total</b>	\$5,600.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$5,600.00



## DAILY EXTRA WORK REPORT

### City Of Industry

Contractor Job: 28165 - Industry Business Center

Work Performed By: All American Asphalt

Description of Work: T/C For O'Duffy Pot Holing New Sewer Line Crossing

Ticket No. **75104**

Signed

Change Order **999**

Billing Number **2.0**

Report Date **10/06/2016**

Perform Date **8/17/2016**

### Labor Charges

Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended
L01 LBR F	C Kibler	8.00	2.00		81.260	104.460		859.00

### Equipment Charges

Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01 272108	Pickup	8.00		18.260			146.08
E02 000005	Flashing Arrowboard	8.00		3.030			24.24

### Material/Specialist Work/Lump Sum or Unit Price Payment

Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01 908430	8/17/2016	All American Asphalt / Cold Mix	4.000 TN	83.95000	335.80

### Labor Charges

RT Labor	650.08
OT Labor	208.92
Subtotal Labor	859.00
Subsistence	0.00
Other Expenses	0.00
MU 20.00%	<u>171.80</u>
<b>Labor Total</b>	<b>1,030.80</b>

### Equipment Charges

Subtotal	170.32
MU 15.00%	<u>25.55</u>
<b>Equipment Total</b>	<b>195.87</b>

### Material Charges

Subtotal	335.80
MU 15.00%	<u>50.37</u>
<b>Material Total</b>	<b>386.17</b>

### Subcontract Charges

Activity Total **1,612.84**

### Bill Surcharge

Bonding 1.00% 16.13

Bill Subtotal **1,628.97**

Bill Total + **1,628.97**

Page 1



### All American Asphalt

P.O. Box 2229, Corona, CA 92878-2229

Phone: 951.736.7600 Fax: 951.739.4671

Accepted:

Customer:

Date:

Contractor:

Date:



**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**

DATE: 8-17-16 PROJECT NAME: Grand Ave LOCATION: Benton & Ferrero  
 AAA PROJECT MANAGER: Ron Salcido AGENCY/CITY: C/O Industry  
 AAA JOB#: 28165 FOREMAN: Chaz Kibler DESCRIPTION OF WORK: T/C For O'Duffy  
Pat Hoing For New Sewer line Crossing

LABOR			
EMPLOYEE#	NAME	POSITION	HOURS
5370	Chaz Kibler	Foreman	10

EQUIPMENT			
EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
272100	F250 Pickup	AAA	1 Day
	Arrow boards	AAA	1 Day

MATERIAL			
MATERIAL TYPE	VENDOR	UNIT	QUANTITY
Coldmix	AAA	Ton	4

DUMP FEES			
DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY

*Chaz Kibler*  
ALL AMERICAN REPRESENTATIVE

\_\_\_\_\_  
CUSTOMER REPRESENTATIVE



# 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: CITY OF INDUSTR  
Quote #: SALCIDO, RON  
P.O. #:   
Cust Job # :

Ticket #	Date	Description	Units	U/M	Unit Price	Unit Total	Env Fee	Tax	Haul Rate	Haul Total	Product Total
20389834	08/17/16	COLD MIX SC-600	20.19	TN	73.41	1,482.15	.00	31.70	8.97	181.10	1,694.95 S

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

Tons	Taxable (Material)	Tax Exempt (Material)	Env. Fee	Sales Tax %	Non-Taxable (Haul)	Invoice Amount
20.19TN	.00	1,482.15	.00	31.70 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](mailto: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 Landscaping and Grand Ave Widening  
Contract No. IBC-0384

ITEM NO.	DESCRIPTION:	QUANTITY:	UNIT COST:	TOTAL:
	<i>Grand Ave &amp; "A" Street Sewer(O'Duffy attached quote)</i>			
1.	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
	<b>Total Change Order Request Price</b>			<b>\$ 228,376.48</b>

\* SUB WORK WITH HANK 110B

<b>400 EAST SIXTH ST.</b> <b>P.O. BOX 2229</b> <b>CORONA, CA 92878</b>	<b>TELEPHONE:</b> (951) 736-7600 <b>FAX:</b> (951) 736-7646 <b>LICENSE NO.</b> 267073 A
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# CHANGE ORDER REQUEST

<u>ITEM NO.</u>	<u>DESCRIPTION:</u>	<u>QUANTITY:</u>	<u>UNIT COST:</u>	<u>TOTAL:</u>
	<i>Please add 20 working days to the contract for this work</i>			
	<i>*Note this work should take place behind our closure of the Westside of Grand. If this work is not performed at that time there will be extra costs for traffic control and supervision.</i>			
	<i>*Note that the backfill shall be procured from the base removed from the Eastside of Grand.</i>			

<i>APPROVED</i>	<i>REVISE &amp; RESUBMIT</i>
<i>APPROVED AS NOTED</i>	<i>REJECTED</i>
<b>COMMENTS</b>	

RECEIVED BY, \_\_\_\_\_

TRANSMITTED BY,

\_\_\_\_\_  
 GORDON KLINE  
 PUBLIC WORKS ESTIMATOR / 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





**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 10

**Project** Industry Business Center Roadway,  
 Sewers, Dry Utilities, & Slope Landscaping

**Contract No.** IBC-0384

**Date** 12/21/2017

**Type**

**Project** Street Improvements/Dry Utilities

**Contractor** All American Asphalt

**Location** City of Industry

**Explanation:**

The existing connector pipe in Benton Court requires removal to accommodate the revised sewer alignment. Extra work include installing a new RCP, concrete collar and new catch basin with a V-depth of ??????

Extra Work by: Contract Items x Negotiated T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	See T&M Summary				
<b>TOTAL COST</b>				<b>\$0.00</b>	

**T & M SUMMARY**

*Labor Cost	+ 20%	Total Subcontractor	\$ 47,380.00
*Equipment Cost	+ 15%	Total MU	10% 1st \$5000 \$ 500.00
*Material Cost	+ 15%	Total MU	5% over \$5000 \$ 2,119.00
(*Attach breakdown of labor, equipment and materials)		Sub-Total	\$ 49,999.00
<b>CHANGE ORDER SUMMARY</b>		Other Additive	1% Bond \$ 499.99
Original Contract Amount	\$18,784,000.00	Total T & M	\$ 50,498.99
Total Previous Change Orders	\$ 359,246.18 1.91%	Pay This	
Total Change Orders	\$ 409,745.17 2.18%	<b>CHANGE ORDER</b>	\$ - \$ 50,498.99

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 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 \_\_\_\_\_

Paul J. Philips - Executive Director \_\_\_\_\_ Date \_\_\_\_\_

Clement N. Calvillo-Agency Engineer \_\_\_\_\_ Date \_\_\_\_\_

Gerardo Perez, Project Manager \_\_\_\_\_ Date \_\_\_\_\_

C.O. # 10



**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 10

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

**Type** Street Improvements/Dry Utilities **Contractor** All American Asphalt

**Location** City of Industry

**Explanation:**

The existing connector pipe in Benton Court requires removal to accommodate the revised sewer alignment. Extra work include installing a new RCP, concrete collar and new catch basin with a V-depth of 11 ft. - 8 -inches

Extra Work by: Contract Items Negotiated X  
T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	See T&M Summary				
<b>TOTAL COST</b>					<b>\$0.00</b>


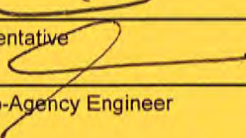
**T & M SUMMARY**

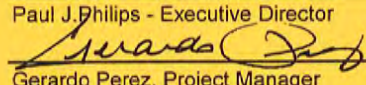
*Labor Cost	+ 20%	Total Subcontractor	\$ 47,380.00
*Equipment Cost	+ 15%	Total MU	10% 1st \$5000 \$ 500.00
*Material Cost	+ 15%	Total MU	5% over \$5000 \$ 2,119.00
(*Attach breakdown of labor, equipment and materials)		Sub-Total	\$ 49,999.00
<b>CHANGE ORDER SUMMARY</b>		Other Additive	1% Bond \$ 499.99
Original Contract Amount	\$18,784,000.00	Total T & M	\$ 50,498.99
Total Previous Change Orders	\$ 359,246.18 1.91%	Pay This	
Total Change Orders	\$ 409,745.17 2.18%	<b>CHANGE ORDER</b>	\$ - \$ 50,498.99

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 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.

 12/14/17  
 Contractor Representative Date  
 12/14/17  
 Clement N. Calvillo-Agency Engineer Date

Paul J. Philips - Executive Director Date  
 12.14.17  
 Gerardo Perez, Project Manager Date

C.O. # 10





# CHANGE ORDER REQUEST


**To:** CNC ENGINEERING **TRANSMITTAL DATE:** 10/23/17  
255 N. HACIENDA BLVD., SUITE 222 **COR No:** 010  
CITY OF INDUSTRY, CA 91744 **AAA Job No:** 28165  
**ATTN:** GERARDO PEREZ

**Re:** Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

ITEM NO.	DESCRIPTION:	QUANTITY:	UNIT COST:	TOTAL:
	<i>Lime "E" Storm Drain Modification – O'Duffy attached</i>			
1.	Removals	1 LS	\$ 13,730.00	\$ 13,730.00
2.	Construct 24" RCP, Collar, Base Pave, & Utility Support	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
	<i>Sub-Total</i>			\$ 47,380.00
	<i>Mark-up 10% first \$500 and 5% After</i>			\$ 2,619.00
	<i>1% for Bond</i>			\$ 499.99
	<b>Total Change Order Request Price</b>			<b>\$ 50,498.99</b>

<input type="checkbox"/> APPROVED	<input type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> REJECTED
<b>COMMENTS</b>	

**RECEIVED BY,**  
 \_\_\_\_\_

**TRANSMITTED BY,**  
  
 \_\_\_\_\_  
**GORDON KLINE**  
**PUBLIC WORKS ESTIMATOR / PROJECT MANAGER**

<b>400 EAST SIXTH ST.</b> <b>P.O. BOX 2229</b> <b>CORONA, CA 92878</b>	<b>TELEPHONE:</b> (951) 736-7600 <b>FAX:</b> (951) 736-7646 <b>LICENSE NO.</b> 267073 A
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**O'DUFFY CONSTRUCTION**

GENERAL CONTRACTOR'S License #647025  
 24034 GUNTHER RD.  
 ROMOLAND, CA 92585  
[DADODUFFY@AOL.COM](mailto:DADODUFFY@AOL.COM)

BID PROPOSAL  
 and CONTRACT

DIR# 1000006692  
 SBE # 9090

NICK DUFFY @ 951-575-0215

DATE: 7/1/2017

PROJECT: INDUSTRY BUSINESS CENTER

BID TO: ALL AMERICAN ASPHALT

LOCATION: INDUSTRY

ATT: Estimator GORDON

OWNER/DEV. \_\_\_\_\_

FAX \_\_\_\_\_

We promise to furnish labor & material for these items at the unit prices shown below

Item#	QTY	UNIT	Type or Description of item	Unit Price	Total
			<b>CHANGE ORDER PROPOSAL. PER PLAN LINE E STORM DRAIN MODIFICATION</b>		\$ -
	3	EA	POTHLES	\$ 1,200.00	\$ 3,600.00
	1	EA	REMOVE EXISTING 7' CATCH BASIN	\$ 4,500.00	\$ 4,500.00
	24	LF	REMOVE EXISTING 24" RCP	\$ 95.00	\$ 2,280.00
	1	EA	REMOVE EXISTING CONCRETE COLLAR	\$ 850.00	\$ 850.00
	1	LS	SAWCUTTING	\$ 2,500.00	\$ 2,500.00
			NEW IMPROVEMENTS	\$ -	\$ -
	1	EA	CONSTRUCT CONCRETE COLLAR	\$ 1,900.00	\$ 1,900.00
	24	LF	24" RCP	\$ 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	\$ 1,000.00	\$ 2,000.00
			AAA TO PROVIDE FINISH PAVING AND CAP		\$ -
			WORK ESTIMATED TO TAKE 7 WORKING DAYS		\$ -
			INCLUDING HAUL AWAY TO STOCK PILE ON SITE		\$ -
			EXCLUSIONS		\$ -
			SAME AS ORIGINAL CONTRACT		
			<b>NOTE: PIPELINE IS BID USING NATIVE BACKFILL AND CASE 3 BEDDING</b>		
			<b>ROCK EXCAVATION WILL BE TRACKED AND PAID ON T&amp;M</b>		
<b>TOTAL</b>					<b>\$47,380.00</b>

ACCEPTED: \_\_\_\_\_  
 \_\_\_\_\_ BUYER  
 \_\_\_\_\_ DATE

BID NO. \_\_\_\_\_  
 VALID FOR: \_\_\_\_\_

BY Nick Duffy  
 O'DUFFY CONSTRUCTION



**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 11

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

**Type** Street Improvements/Dry Utilities **Contractor** All American Asphalt

**Location** City of Industry

**Explanation:**

Per storm drain plan revisions the proposed concrete outlet structure at the detention basin on the northeast corner of the eastside site was deleted and a new modified manhole is proposed

Extra Work by: Contract Items x Negotiated T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Construct modified manhole	1	\$28,249.70	\$28,249.70	
<b>TOTAL COST</b>				<b>\$28,249.70</b>	


**T & M SUMMARY**

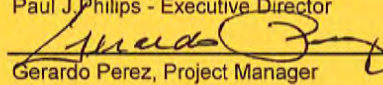
*Labor Cost	+ 20%	Total Labor	
*Equipment Cost	+ 15%	Total Equipment	
*Material Cost	+ 15%	Total Materials	
(*Attach breakdown of labor, equipment and materials)		Sub-Total	
<b>CHANGE ORDER SUMMARY</b>		% of Contract Amount	Other Additive
Original Contract Amount	\$18,784,000.00		Total T & M
Total Previous Change Orders	\$ 409,745.17	2.18%	Pay This CHANGE ORDER
Total Change Orders	\$ 437,994.87	2.33%	<b>\$ 28,249.70</b>
			0.15%

Authorized by \_\_\_\_\_

Additional Working Days 5

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 12/14/17 Date  
12/14/17 Date  
Clement N. Calvillo-Agency Engineer

Paul J. Philips - Executive Director Date  
  
Gerardo Perez, Project Manager 12.14.17 Date  
C.O. # 11





# CHANGE ORDER REQUEST


**To:** CNC ENGINEERING **TRANSMITTAL DATE:** 12/7/17  
255 N. HACIENDA BLVD., SUITE 222 **COR No:** 011 R1  
CITY OF INDUSTRY, CA 91744 **AAA JOB No:** 28165  
**ATTN:** GERARDO PEREZ

**Re:** Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

<u>ITEM NO.</u>	<u>DESCRIPTION:</u>	<u>QUANTITY:</u>	<u>UNIT COST:</u>	<u>TOTAL:</u>
	<i>Revised – Plan Revision 3 Storm Drain – O’Duffy attached</i>			
1.	Construct Modified MH	1 LS	\$ 26,400.00	\$ 26,400.00
	<i>Prime Contractor 10% Mark-up first \$5000 and 5% over \$5000</i>			\$ 1,570.00
	<i>Sub-Total</i>			\$ 27,970.00
	<i>1% for Bond</i>			\$ 279.70
	<b>Total Change Order Request Price</b>			<b>\$ 28,249.70</b>
	<i>Please add 5 working days to the contract for this work</i>			

<input type="checkbox"/> APPROVED	<input type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> REJECTED
<b>COMMENTS</b>	

**RECEIVED BY,**  
\_\_\_\_\_

**TRANSMITTED BY,**  
  
 \_\_\_\_\_

GORDON KLINE  
PUBLIC WORKS ESTIMATOR / PROJECT MANAGER

<b>400 EAST SIXTH ST.</b> <b>P.O. BOX 2229</b> <b>CORONA, CA 92878</b>	<b>TELEPHONE:</b> (951) 736-7600 <b>FAX:</b> (951) 736-7646 <b>LICENSE NO.</b> 267073 A
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**CITY OF INDUSTRY**

**CHANGE ORDER**

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

Change Order No. 12

**Project** Industry Business Center Roadway,  
 Sewers, Dry Utilities, & Slope Landscaping

**Contract No.** IBC-0384

**Date** 12/21/2017

**Type** \_\_\_\_\_  
**Project** Street Improvements/Dry Utilities **Contractor** All American Asphalt

**Location** City of Industry

**Explanation:**

During excavation for the street light foundations by the IPUC contractor, the spoils were placed on top of the  
new base material place for the sidewalk. This contaminated the base and needed to be reworked

Extra Work by: \_\_\_\_\_ **Contract Items** \_\_\_\_\_ **Negotiated** \_\_\_\_\_ **X**  
 T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	See T&M Summary				
<b>TOTAL COST</b>				<b>\$0.00</b>	

**T & M SUMMARY**

*Labor Cost	+ 20%	Total Labor	\$ 4,860.49	20%	\$ 5,832.59
*Equipment Cost	+ 15%	Total Equipment	\$ 481.25	15%	\$ 553.44
*Material Cost	+ 15%	Total Materials		15%	\$ -
(*Attach breakdown of labor, equipment and materials)		Sub-Total			\$ 6,386.03
<b>CHANGE ORDER SUMMARY</b>		Other Additive	1% Bond		\$ 63.86
Original Contract Amount	\$18,784,000.00	Total T & M			\$ 6,449.89
Total Previous Change Orders	\$ 437,994.87	2.33%			
Total Change Orders	\$ 444,444.76	2.37%	Pay This	CHANGE ORDER	\$ - \$ 6,449.89

Authorized by \_\_\_\_\_

Additional Working Days 4

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.

CK  
 Contractor Representative  
 Date 12/14/17  
Clement N. Calvillo  
 Agency Engineer  
 Date 12/14/17

Paul J. Philips - Executive Director  
Gerardo Perez  
 Gerardo Perez, Project Manager  
 Date 12.14.17

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, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

ITEM No.	DESCRIPTION:	QUANTITY:	UNIT COST:	TOTAL:
1.	Remove Contaminated Base from sidewalk grade caused by Street Light contractor – T&M 8/24/17, 8/25/17, 8/28/17, and 8/30/17 (attached)	1 LS	\$ 6,449.91	\$ 6,449.91
<b>Total Change Order Request Price</b>				<b>\$ 6,449.91</b>
<i>Please add 4 working days to the contract for this work.</i>				

<input type="checkbox"/> APPROVED	<input type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> REJECTED
<b>COMMENTS</b>	

**RECEIVED BY,**  
 \_\_\_\_\_

**TRANSMITTED BY,**  
  
 \_\_\_\_\_

GORDON KLINE  
 PUBLIC WORKS ESTIMATOR / PROJECT MANAGER

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

## DAILY EXTRA WORK REPORT

**City Of Industry**

Contractor Job: 28165 - Industry Business Center

Work Performed By: All American Asphalt

Description of Work: Remove Contaminated Base From Sidewalk Grade

Ticket No. 73390

 Signed

Change Order	999
Billing Number	5.0
Report Date	11/07/2017
Perform Date	8/24/2017

**Labor Charges**

Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended
L01 LBRAP A1	JJ Mendoza	4.00			36.830			147.32
L02 LBR 1	S Mendoza	4.00			66.660			266.64
L03 OE 8	JF Pla	4.00			91.290			365.16

Labor Charges		
RT Labor		779.12
SC 11.00%		85.71
OT Labor		0.00
Subtotal Labor		864.83
Subsistence		0.00
Other Expenses		0.00
MU 20.00%		172.97
<b>Labor Total</b>		<b>1,037.80</b>

**Equipment Charges**
**Material Charges**
**Subcontract Charges**

Activity Total	<b>1,037.80</b>
----------------	-----------------

**Bill Surcharge**

Bonding 1.00%	10.38
---------------	-------

Bill Subtotal	<b>1,048.18</b>
---------------	-----------------

Bill Total +	<b>1,048.18</b>
--------------	-----------------


**All American Asphalt**

 P.O. Box 2229, Corona, CA 92878-2229  
 Phone: 951.736.7600 Fax: 951.739.4671

Accepted:

Customer:

Date:

Contractor:

Date:

Page 1





# ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

Nº 73390

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: 8/21/17 PROJECT NAME: \_\_\_\_\_ LOCATION: GRAND 5' BARRER  
 AAA PROJECT MANAGER: JIM HARNITRAUX AGENCY/CITY: SUCCESSION AGENCY  
 AAA JOB#: 28165 FOREMAN: HANS LAGIE DESCRIPTION OF WORK: REMOVE  
CONTAM (WATER) BASE FROM SIDEWALK GRADA, CAUSED  
BY STREET LIGHT CONTRACTOR

### LABOR

EMPLOYEE#	NAME	POSITION	HOURS
5896	JON MENDOZA	LABORER	4
5371	STEVEN MENDOZA	LABORER	4
2960	FRANIL PLA	OPERATOR	4

### EQUIPMENT

EQUIPMENT#	DESCRIPTION	COMPANY	HOURS

### MATERIAL

MATERIAL TYPE	VENDOR	UNIT	QUANTITY

### DUMP FEES

DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY

ALL AMERICAN REPRESENTATIVE

9/6/17  
CUSTOMER REPRESENTATIVE



## DAILY EXTRA WORK REPORT

**City Of Industry**

Contractor Job: 28165 - Industry Business Center

Work Performed By: All American Asphalt

Description of Work: Remove Contaminated Base From Sidewalk Grade

Ticket No. 73391

 Signed

 Change Order **999**

 Billing Number **6.0**

Report Date 11/07/2017

Perform Date 8/25/2017

**Labor Charges**

Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended
L01 LBRAP A1	JJ Mendoza	6.00			36.830			220.98
L02 LBR 1	S Mendoza	6.00			66.660			399.96
L03 OE 8	JF Pla	6.00			91.290			547.74

**Labor Charges**

RT Labor 1,168.68

SC 11.00% 128.56

OT Labor 0.00

Subtotal Labor 1,297.24

Subsistence 0.00

Other Expenses 0.00

MU 20.00% 259.45

**Labor Total 1,556.69**
**Material/Specialist Work/Lump Sum or Unit Price Payment**

Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01		Cole Equipment / Skiploader	0.750 DY	275.00000	206.25

**Equipment Charges**
**Material Charges**

Subtotal 206.25

MU 15.00% 30.94

**Material Total 237.19**
**Subcontract Charges**
**Activity Total 1,793.88**
**Bill Surcharge**

Bonding 1.00% 17.94

**Bill Subtotal 1,811.82**
**Bill Total + 1,811.82**

Page 1


**All American Asphalt**

P.O. Box 2229, Corona, CA 92878-2229

Phone: 951.736.7600 Fax: 951.739.4671

Accepted:

Customer:

Date:

Contractor:

Date:



# ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

Nº 73391

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: 8/25/17 PROJECT NAME: GRAND AVE LOCATION: GRAND / BAKER  
 AAA PROJECT MANAGER: TIM HARNITEAUX AGENCY/CITY: SUCCESSOR AGENCY  
 AAA JOB#: 29165 FOREMAN: HANS LAKE DESCRIPTION OF WORK: REMOVE  
CONTAMINATED BASE OUT OF SIDEWALK GRADE  
LEFT BY STREET LIGHT CONTRACTOR

### LABOR

EMPLOYEE#	NAME	POSITION	HOURS
✓ 5894	JONATHAN MENDOZA	LABORER	6
✓ 5371	STEVEN MENDOZA	LABORER	6
✓ 2960	FRANK PCA	OPERATOR	6

### EQUIPMENT

EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
✓ 951610	SKIDLOADER	COLLE	6

### MATERIAL

MATERIAL TYPE	VENDOR	UNIT	QUANTITY

### DUMP FEES

DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY

ALL AMERICAN REPRESENTATIVE

CUSTOMER REPRESENTATIVE



## DAILY EXTRA WORK REPORT

<b>City Of Industry</b>			Change Order	<b>999</b>
Contractor Job: 28165 - Industry Business Center			Billing Number	<b>7.0</b>
Work Performed By: All American Asphalt			Report Date	11/07/2017
Description of Work: Remove Contaminated Base From Sidewalk Grade			Ticket No. <b>73392</b>	<input checked="" type="checkbox"/> Signed
			Perform Date	8/28/2017

Labor Charges								
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended
L01 OE F	C Lage	4.00			94.180			376.72
L02 LBR 1	S Mendoza	4.00			66.660			266.64
L03 LBR 1	JM Hammer	4.00			66.660			266.64
L04 OE 8	JF Pla	4.00			91.290			365.16

Labor Charges		
RT Labor		1,275.16
SC	11.00%	140.27
OT Labor		0.00
Subtotal Labor		1,415.43
Subsistence		0.00
Other Expenses		0.00
MU	20.00%	283.08
<b>Labor Total</b>		<b>1,698.51</b>

Material/Specialist Work/Lump Sum or Unit Price Payment						
Number	Date	Vendor Name and Description	Units	Unit Price	Extended	
M01		Cole Equipment / Skiploader	0.500 DY	275.00000	137.50	

Equipment Charges		
Material Charges		
Subtotal		137.50
MU	15.00%	20.63
<b>Material Total</b>		<b>158.13</b>

Subcontract Charges		
Activity Total		<b>1,856.64</b>

Bill Surcharge		
Bonding	1.00%	18.57
<b>Bill Subtotal</b>		<b>1,875.21</b>

	<b>All American Asphalt</b> P.O. Box 2229, Corona, CA 92878-2229 Phone: 951.736.7600 Fax: 951.739.4671	Accepted: _____ Customer: _____ Date: _____ Contractor: _____ Date: _____
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Bill Total +	<b>1,875.21</b>
Page	1





# ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

Nº 73392

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: 8/28/17 PROJECT NAME: GRAND AVE LOCATION: GRAND / BARRER  
 AAA PROJECT MANAGER: Jim HARNITKAUX AGENCY/CITY: SUCCESSOR AGENCY  
 AAA JOB#: 28165 FOREMAN: HANS LAGE DESCRIPTION OF WORK: REMOVE  
CONTAMINATED ASK FROM SIDEWALK GRAB LEFT  
FROM STREET LIGHT CONTRACTOR

LABOR			
EMPLOYEE#	NAME	POSITION	HOURS
✓ 3213	HANS LAGE	FOREMAN	4
✓ 5891	STACEY MENDOZA	LABORER	4
✓ 5659	JEREMY HAMMER	LABORER	4
✓ 2960	FRANK PLA	OPERATOR	4

EQUIPMENT			
EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
✓ 951610	SKIP LOADER	COCKE	4

MATERIAL			
MATERIAL TYPE	VENDOR	UNIT	QUANTITY

DUMP FEES			
DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY

Hol  
ALL AMERICAN REPRESENTATIVE

Shaw 9/6/17  
CUSTOMER REPRESENTATIVE

## DAILY EXTRA WORK REPORT

<b>City Of Industry</b> Contractor Job: 28165 - Industry Business Center Work Performed By: All American Asphalt Description of Work: Remove Contaminated Base From Sidewalk Grade							Change Order <b>999</b> Billing Number <b>8.0</b> Report Date <b>11/07/2017</b> Perform Date <b>8/30/2017</b>			
						Ticket No. <b>73393</b>	<input checked="" type="checkbox"/> Signed			
<b>Labor Charges</b>							<b>Labor Charges</b>			
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	1,155.84
L01	OE F	4.00			94.180			376.72	SC 11.00%	127.15
L02	LBRAP A1	4.00			36.830			147.32	OT Labor	0.00
L03	LBR 1	4.00			66.660			266.64		
L04	OE 8	4.00			91.290			365.16	Subtotal Labor	1,282.99
<b>Material/Specialist Work/Lump Sum or Unit Price Payment</b>									Subsistence	0.00
Number	Date	Vendor Name and Description			Units	Unit Price	Extended			
M01		Cole Equipment / Skiploader			0.500 DY	275.00000	137.50	Other Expenses 0.00		
									MU 20.00%	256.60
									Labor Total	1,539.59
									<b>Equipment Charges</b>	
									<b>Material Charges</b>	
									Subtotal	137.50
									MU 15.00%	20.63
									Material Total	158.13
									<b>Subcontract Charges</b>	
									Activity Total	1,697.72
									<b>Bill Surcharge</b>	
									Bonding 1.00%	16.98
									Bill Subtotal	1,714.70
									Bill Total +	1,714.70
									Page	1



**All American Asphalt**  
 P.O. Box 2229, Corona, CA 92878-2229  
 Phone: 951.736.7600 Fax: 951.739.4671

Accepted:

Customer:

Date:

Contractor:

Date:





# ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

Nº 73393

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: 8/30/17 PROJECT NAME: GRAND AVE LOCATION: GRAND / BAKER  
 AAA PROJECT MANAGER: JIM HARNITGAUX AGENCY/CITY: SUCCESSOR AGENCY  
 AAA JOB#: 28165 FOREMAN: HANS LAGIE DESCRIPTION OF WORK: REMOVE  
CONTAMINATED BASE FROM SIDEWALK GRABER LEFT  
FROM STREET LIGHT CONTRACTOR

### LABOR

EMPLOYEE#	NAME	POSITION	HOURS
3213	HANS LAGIE	FOREMAN	4
5896	JON MENDOZA	LABORER	4
5371	STEVEN MENDOZA	LABORER	4
2960	FRANK PCA	OPERATOR	4

### EQUIPMENT

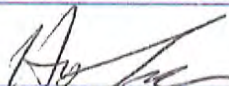
EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
95110	SKIP LOADER	COCKE	4

### MATERIAL

MATERIAL TYPE	VENDOR	UNIT	QUANTITY

### DUMP FEES

DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY

  
ALL AMERICAN REPRESENTATIVE

 9/6/17  
CUSTOMER REPRESENTATIVE



SAMPLEB

DISPATCH

ALL AMERICAN ASPHALT

COLE EQUIPMENT INC 1576  
2830 RUBIDOUX BLVD

RIVERSIDE CA 92509  
Job# : 28165 Location : \*GRAND AVE

P.O.# : 27- 230979  
P.O. Date : 08/23/2017  
Date Ordered : 08/23/2017  
Date Required : 08/24/2017  
Entered By:  
Job City : CITY OF INDUSTR  
Vendor Po Number:  
Expiration Date:

---

Description	Qty	Price	UDM	Qty Rcvd	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 Industry, CA 91744  
(626)333-2211

Change Order No. 13

**Project** Industry Business Center Roadway,  
Sewers, Dry Utilities, & Slope Landscaping

**Contract No.** IBC-0384

**Date** 12/21/2017

**Type**

**Project** Street Improvements/Dry Utilities

**Contractor** All American Asphalt

**Location** City of Industry

**Explanation:**

Contractor was directed to dewater and remove the existing plastic liner from an existing pond, previously used for dewatering of ground water. This pond is on the eastside of Grand Ave.

Extra Work by: \_\_\_\_\_ Contract Items \_\_\_\_\_ Negotiated \_\_\_\_\_ X T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	See T&M Summary				
<b>TOTAL COST</b>				<b>\$0.00</b>	

**T & M SUMMARY**

*Labor Cost	+ 20%	Total Labor	\$ 2,256.14	20%	\$ 2,707.37
*Equipment Cost	+ 15%	Total Equipment	\$ 471.36	15%	\$ 542.06
*Material Cost	+ 15%	Total Materials	\$ 500.00	15%	\$ 575.00
(*Attach breakdown of labor, equipment and materials)		Sub-Total			\$ 3,824.43
<b>CHANGE ORDER SUMMARY</b>		Other Additive	1% Bond		\$ 38.24
Original Contract Amount	\$18,784,000.00	Total T & M			\$ 3,862.68
Total Previous Change Orders	\$ 444,444.76				
Total Change Orders	\$ 448,307.44	Pay This			
		<b>CHANGE ORDER</b>	\$ -		\$ 3,862.68

Authorized by \_\_\_\_\_

Additional Working Days 4

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.

[Signature] 12/14/17  
Contractor Representative Date  
[Signature] 12/14/17  
Clement N. Calvillo-Agency Engineer Date

Paul J. Philips - Executive Director Date  
[Signature] 12.14.17  
Gerardo Perez, Project Manager Date

C.O. # 13





# CHANGE ORDER REQUEST

**To:** CNC ENGINEERING **TRANSMITTAL DATE:** 11/20/17  
255 N. HACIENDA BLVD., SUITE 222 **COR No:** 013  
CITY OF INDUSTRY, CA 91744 **AAA JOB No:** 28165  
**ATTN:** GERARDO PEREZ

**Re:** Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Ave Widening  
Contract No. IBC-0384

ITEM NO.	DESCRIPTION:	QUANTITY:	UNIT COST:	TOTAL:
1.	Pump water out of pond and dispose of liner T&M 10/13/17 and 10/16/17 (attached)	1 LS	\$ 3,862.69	\$ 3,862.69
<i>Total Change Order Request Price</i>				<b>\$ 3,862.69</b>
<i>Please add 4 working days to the contract for this work.</i>				

<u>APPROVED</u>	<u>REVISE &amp; RESUBMIT</u>
<u>APPROVED AS NOTED</u>	<u>REJECTED</u>
<b>COMMENTS</b>	

**RECEIVED BY,**  
 \_\_\_\_\_

**TRANSMITTED BY,**  
  
 \_\_\_\_\_

**GORDON KLINE**  
**PUBLIC WORKS ESTIMATOR / PROJECT MANAGER**

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



## DAILY EXTRA WORK REPORT

<b>City Of Industry</b> Contractor Job: 28165 - Industry Business Center Work Performed By: All American Asphalt Description of Work: Pump Water Out Of Water Pond						Ticket No. <b>73395</b> <input checked="" type="checkbox"/> Signed		Change Order <b>999</b> Billing Number <b>9.0</b> Report Date <b>11/07/2017</b> Perform Date <b>10/13/2017</b>			
<b>Labor Charges</b>											
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	<b>Labor Charges</b>		
L01	LBR 1	S Mendoza	8.00		66.660			533.28	RT Labor	1,016.28	
L02	LBRAP A1	JJ Mendoza	8.00		36.830			294.64	SC 11.00%	111.79	
L03	OE F	C Lage	2.00		94.180			188.36	OT Labor	0.00	
<b>Equipment Charges</b>								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
								<i>MU</i> 20.00%		<u>225.62</u>	
								<b>Labor Total</b>		<b>1,353.69</b>	
								<b>Equipment Charges</b>			
								Subtotal		235.68	
								<i>MU</i> 15.00%		<u>35.35</u>	
								<b>Equipment Total</b>		<b>271.03</b>	
								<b>Material Charges</b>			
								<b>Subcontract Charges</b>			
								<b>Activity Total</b>		<b>1,624.72</b>	
								<b>Bill Surcharge</b>			
								Bonding 1.00%		16.25	
								<b>Bill Subtotal</b>		<b>1,640.97</b>	
								<b>Bill Total +</b>		<b>1,640.97</b>	
								Page		1	



**All American Asphalt**  
 P.O. Box 2229, Corona, CA 92878-2229  
 Phone: 951.736.7600 Fax: 951.739.4671

Accepted: \_\_\_\_\_  
 Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Bill Total + **1,640.97**  
 Page 1



# 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 NAME: B STREET LOCATION: GRAND/BARRA  
 AAA PROJECT MANAGER: JIM HARNETTIAUX AGENCY/CITY: SUCCESSION AGENCY  
 AAA JOB#: 28165 FOREMAN: HANS LAGR DESCRIPTION OF WORK: PUMP WATER  
OUT OF WATER POND

### LABOR

EMPLOYEE#	NAME	POSITION	HOURS
✓ 5371	STEVEN MENDOZA	LABORER	8
✓ 5896	JONATHAN MENDOZA	LABORER	8
✓ 3213	HANS LAGR	FOREMAN	2

### EQUIPMENT

EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
✓ 270505	BARRA SKIDLOADER	AAA	1 DAY
	2- 3" WATER PUMPS		

### MATERIAL

MATERIAL TYPE	VENDOR	UNIT	QUANTITY

### DUMP FEES

DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY

*[Signature]*

ALL AMERICAN REPRESENTATIVE

*[Signature]* 10/18/17

CUSTOMER REPRESENTATIVE

## DAILY EXTRA WORK REPORT

<b>City Of Industry</b> Contractor Job: 28165 - Industry Business Center Work Performed By: All American Asphalt Description of Work: Remove Plastic Liner From Water Pond							Ticket No. <b>73396</b> <input checked="" type="checkbox"/> Signed		Change Order <b>999</b> Billing Number <b>10.0</b> Report Date <b>11/07/2017</b> Perform Date <b>10/16/2017</b>		
<b>Labor Charges</b>							<b>Labor Charges</b>				
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	1,016.28	
L01	OE F	C Lage	2.00		94.180			188.36	SC 11.00%	111.79	
L02	LBR 1	S Mendoza	8.00		66.660			533.28	OT Labor	0.00	
L03	LBRAP A1	JJ Mendoza	8.00		36.830			294.64	Subtotal Labor	1,128.07	
<b>Equipment Charges</b>							Subsistence 0.00 Other Expenses 0.00 MU 20.00% <u>225.62</u> <b>Labor Total 1,353.69</b>				
Equipment ID	Description	RT Hrs	OT Hrs		RT Rate	OT Rate	Delay Factor	Extended			
ED1	270505	Skiploader	8.00		29.460			235.68			
<b>Material/Specialist Work/Lump Sum or Unit Price Payment</b>							<b>Equipment Charges</b> Subtotal 235.68 MU 15.00% <u>35.35</u> <b>Equipment Total 271.03</b>				
Number	Date	Vendor Name and Description			Units	Unit Price	Extended				
M01		All American Asphalt / Dump Fees			1.000 LD	500.00000	500.00				
							<b>Material Charges</b> Subtotal 500.00 MU 15.00% <u>75.00</u> <b>Material Total 575.00</b>				
							<b>Subcontract Charges</b>  Activity Total <b>2,199.72</b>				
							<b>Bill Surcharge</b> Bonding 1.00% 22.00 <b>Bill Subtotal 2,221.72</b>				
							<b>Bill Total + 2,221.72</b>				
							Page <u>1</u>				



**All American Asphalt**  
 P.O. Box 2229, Corona, CA 92878-2229  
 Phone: 951.736.7600 Fax: 951.739.4671

Accepted:  
 Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contractor: \_\_\_\_\_ Date: \_\_\_\_\_





# ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

Nº 73396

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: 10/16/17 PROJECT NAME: B STREET LOCATION: GRAND/BARRA  
 AAA PROJECT MANAGER: JIM HANNEY/AUX AGENCY/CITY: SUCCESSOR AGENCY  
 AAA JOB#: 28165 FOREMAN: HANS LAGE DESCRIPTION OF WORK: REMOVE PLASTIC LINER FROM WATER POND

### LABOR

EMPLOYEE#	NAME	POSITION	HOURS
✓ 3213	HANS LAGE	FOREMAN	2
✓ 5371	STEVEN MENDOZA	LABORER	8
✓ 5896	JONATHAN MENDOZA	LABORER	8

### EQUIPMENT

EQUIPMENT#	DESCRIPTION	COMPANY	HOURS
✓ 270507	SILC PLOUNDER	AAA	1 DAY

### MATERIAL

MATERIAL TYPE	VENDOR	UNIT	QUANTITY

### DUMP FEES

DESCRIPTION	VENDOR	TONS/LOADS	QUANTITY
✓ 20 YARD TRASH DUMPSTER	AAA	LOAD	1

*[Signature]*

ALL AMERICAN REPRESENTATIVE

*[Signature]* 10/18/17

CUSTOMER REPRESENTATIVE

*SUCCESSOR AGENCY*

ITEM NO. 5.2





SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
AGENCY**

**MEMORANDUM**

TO: Successor Agency Board Members

FROM: Paul J. Philips, Executive Director *Paul J. Philips*

STAFF: Alex Gonzalez, Director of Development Services and Administration *AG*  
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

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**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

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PJP:AG:LC

**EXHIBIT A**

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

[Attached]

## **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 California, acting through its 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.

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

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Carrie L. Bowen  
District 07 Director

**VERIFICATION OF FUNDS & AUTHORITY:**

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Paul Kwong  
District Budget Manager

**APPROVED AS TO FORM &  
PROCEDURE:**



---

Meera Danday  
Deputy Attorney

**CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:**



---

Accounting Administrator

**CITY OF DIAMOND BAR**

---

Jimmy Lin  
Mayor

ATTEST:

---

Tommye Cribbins  
City Clerk

APPROVED AS TO FORM:

---

David A. DeBerry  
City Attorney



**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



SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
AGENCY**

**MEMORANDUM**

TO: Successor Agency Board Members

FROM: Paul J. Philips, Executive Director *Paul J. Philips*

STAFF: Alex Gonzalez, Director of Development Services and Administration *AG*  
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

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**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

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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  
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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## COOPERATIVE AGREEMENT

This AGREEMENT, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, 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. 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 Déclaration 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:

<b>ENVIRONMENTAL PERMITS/REQUIREMENTS</b>
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.
85. 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.

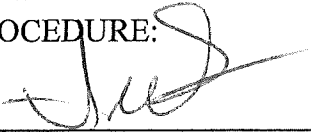
**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Carrie L. Bowen  
District 07 Director

Certified as to funds:

\_\_\_\_\_  
Paul Kwong  
District Budget Manager

APPROVED AS TO FORM AND  
PROCEDURE:

  
\_\_\_\_\_  
Attorney  
Department of Transportation

**SUCCESSOR AGENCY TO THE  
INDUSTRY URBAN-DEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
Mark D. Radecki  
Chairman

Attest:

By: \_\_\_\_\_  
Diane M. Schlichting  
Agency Secretary

APPROVED AS TO FORM

By: \_\_\_\_\_  
James M. Casso  
Agency Counsel

**FUNDING SUMMARY NO. 01**

<b><u>FUNDING TABLE</u></b>					
Party	<u>IMPLEMENTING AGENCY</u> →	Fed Share (%)	<u>AGENCY</u>		Totals
	Fund Type	OR Non-fed Match (flex/yes)	CONST. SUPPORT	CONST. CAPITAL	
	<b>Local Funds</b>				
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			223,993	233,993
	<b>Totals</b>		<b>1,200,000</b>	<b>19,595,546</b>	<b>20,795,546</b>



**Invoicing and Payment**

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.