

# CITY OF INDUSTRY

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CITY COUNCIL  
REGULAR MEETING AGENDA

JANUARY 11, 2018  
9:00 AM



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Mayor Mark Radecki  
Mayor Pro Tem Cory Moss  
Council Member Abraham Cruz  
Council Member Catherine Marcucci  
Council Member Newell Ruggles

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

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## **Addressing the City Council:**

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

## **Americans with Disabilities Act:**

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

## **Agendas and other writings:**

- ▶ *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*
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1. Call to Order
2. Flag Salute
3. Roll Call

4. Public Comments

5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for January 11, 2018

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

5.2 Consideration of the minutes of the May 10, 2016 special meeting; May 26, 2016 regular meeting; June 9, 2016 regular meeting; June 23, 2016 regular meeting; June 23, 2016 special meeting, July 14, 2016 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

6. **ACTION ITEMS**

6.1 Consideration of Resolution No. CC 2018-01 – JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF LOS ANGELES COUNTY GENERAL FUND, LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, LOS ANGELES COUNTY FLOOD CONTROL, THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 15 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF CITY OF INDUSTRY AND UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 15 – ANNEXATION NO. 297

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-01.*

6.2 Consideration of a Professional Services Agreement with MGT Consulting, to conduct a Comprehensive Citywide User Fees and Charges Study and Full Cost Allocation Plan, in an amount not-to-exceed \$52,000.00, from January 11, 2018 to January 11, 2019

*RECOMMENDED ACTION: Approve the Agreement.*

6.3 Consideration of a Professional Services Agreement with Geo-Advantec, Inc., for Geotechnical Services for the Valley/Old Valley Boulevard

Pavement Repair Project, in an amount not-to-exceed \$30,000.00, from January 11, 2018 to January 11, 2019

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.4 Consideration of a Professional Services Agreement with Catalyst Environmental Solutions for the development of conceptual plans for 23400 E. Fork Road ("Follows Camp"), in an amount not-to-exceed \$24,270.00 from January 11, 2016 to January 11, 2020

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.5 Consideration of Amendment No. 1 to the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., for contract and funding administration services for capital improvement project management services, increasing compensation under the original agreement by \$150,000.00, from January 11, 2018 through January 11, 2019

*RECOMMENDED ACTION: Approve the Amendment*

- 6.6 Consideration of Amendment No. 2 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., for Landfill Operation, Monitoring and Maintenance Consulting Services Increasing compensation under the original agreement by \$188,000.00, from January 11, 2018 through January 11, 2019

*RECOMMENDED ACTION: Approve the Amendment*

- 6.7 Consideration of authorization to advertise for solicitation of public bids for Project No. CIP-FAC18-013-B, Metrolink Station Video Security System, Installation, and Commission Services for the City of Industry, for an estimated cost of \$64,000.00

*RECOMMENDED ACTION: Approve the plans and specification, and authorize the advertising and receipt of electronic bids*

- 6.8 Consideration of Award of Contract No. 2017-1036, Design-Build for Solar Carport Canopy Power Generation System to Skybridge Renewables Corporation in the amount of \$398,090.00

*RECOMMENDED ACTION: Award the contract to Skybridge Renewables Corporation in the amount of \$398,090.00*

- 6.9 Consideration of Award of Agreement No. DS-18-022-B, Phase 1 Hudson (YAL) Tenant Building Improvements, to Golden Gate Steel, Inc., in the amount of \$204,298.36

*RECOMMENDED ACTION: Award the agreement to Golden Gate Steel, Inc., in the amount of \$204,298.36*

- 6.10 Consideration to reject all Statement of Qualifications for Contract No. 2017-1019c, for Environmental and Recycling Consulting Services

*RECOMMENDED ACTION: Reject all Statement of Qualifications.*

7. **PUBLIC HEARING**

- 7.1 Public Hearing to consider Development Plan No. 17-02, submitted by H&S Energy, LLC, for the construction of a new 960 square foot canopy with two new fueling islands with four fuel pumps, and an underground diesel fuel tank to an existing Chevron gasoline service station located at 221 South Hacienda Boulevard.

- a. Consideration of Resolution No. CC 2018-01 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING AN INITIAL STUDY AND NEGATIVE DECLARATION FOR DEVELOPMENT PLAN NO. 17-2, TO ALLOW THE CONSTRUCTION OF A 960 SQUARE FOOT CANOPY WITH TWO NEW FUELING STATIONS AND AN UNDERGROUND DIESEL TANK AT AN EXISTING GASOLINE SERVICE STATION, LOCATED AT 221 HACIENDA BOULEVARD, WITH THE “C” COMMERCIAL ZONE WITH “AB” ADULT BUSINESS OVERLAY, AND MAKING FINDINGS IN SUPPORT THEREOF

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-01.*

- b. Consideration of Resolution No. CC 2018-02 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 17-2 FOR THE CONSTRUCTION OF A NEW 960 SQUARE FOOT CANOPY WITH TWO NEW FUELING STATIONS AND AN UNDERGROUND DIESEL TANK AT AN EXISTING GASOLINE SERVICE STATION LOCATED AT 221 HACIENDA BOULEVARD, OF INDUSTRY, CALIFORNIA

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-02.*

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**



10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code Section  
54956.9(d)(2): One Case

12. Adjournment. The next regular City Council Meeting will be Thursday, January  
25, 2018 at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 5.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF JANUARY 11, 2018**

**FUND RECAP:**

| <u>FUND</u>     | <u>DESCRIPTION</u>       | <u>DISBURSEMENTS</u> |
|-----------------|--------------------------|----------------------|
| 100             | GENERAL FUND             | 1,383,041.62         |
| 120             | CAPITAL IMPROVEMENT FUND | 128,099.34           |
| 161             | IPUC - ELECTRIC          | 340,180.04           |
| TOTAL ALL FUNDS |                          | 1,851,321.00         |

**BANK RECAP:**

| <u>BANK</u>     | <u>NAME</u>                      | <u>DISBURSEMENTS</u> |
|-----------------|----------------------------------|----------------------|
| BOFA            | BANK OF AMERICA - CKING ACCOUNTS | 263,668.17           |
| REF             | REFUSE - CKING ACCOUNT           | 611,164.49           |
| WFBK            | WELLS FARGO - CKING ACCOUNT      | 976,488.34           |
| TOTAL ALL BANKS |                                  | 1,851,321.00         |

APPROVED PER CITY MANAGER

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**CITY OF INDUSTRY  
BANK OF AMERICA  
January 11, 2018**

| Check                               | Date       |            | Payee Name                         | Check Amount |
|-------------------------------------|------------|------------|------------------------------------|--------------|
| <b>CITYELEC.CHK - City Electric</b> |            |            |                                    |              |
| 1431                                | 12/13/2017 |            | CITY OF INDUSTRY                   | \$7,550.75   |
|                                     | Invoice    | Date       | Description                        | Amount       |
|                                     | 12/13/17-A | 12/13/2017 | REIMBURSE FOR SALARIES AND CALPERS | \$7,550.75   |
| 1432                                | 12/20/2017 |            | CITY OF INDUSTRY                   | \$207,943.90 |
|                                     | Invoice    | Date       | Description                        | Amount       |
|                                     | 12/20/17   | 12/20/2017 | TRANSFER FUNDS-ELECTRIC            | \$207,943.90 |

**CITYGEN.CHK - City General**

|        |              |            |                                      |             |
|--------|--------------|------------|--------------------------------------|-------------|
| WT1049 | 12/22/2017   |            | CAL-PERS                             | \$48,173.52 |
|        | Invoice      | Date       | Description                          | Amount      |
|        | JANUARY 2018 | 12/22/2017 | CALPERS MEDICAL PREMIUM FOR JAN 2018 | \$48,173.52 |

| checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
|        | Total  | 3     | \$263,668.17       |

**CITY OF INDUSTRY  
WELLS FARGO REFUSE**

**January 11, 2018**

| Check                          | Date       |            | Payee Name                           | Check Amount        |
|--------------------------------|------------|------------|--------------------------------------|---------------------|
| <b>REFUSE - Refuse Account</b> |            |            |                                      |                     |
| <b>WT236</b>                   | 01/03/2018 |            | <b>CITY OF INDUSTRY DISPOSAL CO.</b> | <b>\$586,768.39</b> |
|                                | Invoice    | Date       | Description                          | Amount              |
|                                | 3064054    | 12/31/2017 | REFUSE SVC 12/1-12/23/17             | \$586,768.39        |
| <b>80029</b>                   | 01/11/2018 |            | <b>72 FISH MARKET</b>                | <b>\$678.96</b>     |
|                                | Invoice    | Date       | Description                          | Amount              |
|                                | 12/20/17   | 12/20/2017 | REFUND-CID ACCOUNT #104453           | \$678.96            |
| <b>80030</b>                   | 01/11/2018 |            | <b>BERGMAN KPRS</b>                  | <b>\$177.88</b>     |
|                                | Invoice    | Date       | Description                          | Amount              |
|                                | 12/21/17   | 12/21/2017 | REFUND-CID ACCOUNT #087267           | \$177.88            |
| <b>80031</b>                   | 01/11/2018 |            | <b>CEG CONSTRUCTION</b>              | <b>\$11,215.86</b>  |
|                                | Invoice    | Date       | Description                          | Amount              |
|                                | 12/21/17   | 12/21/2017 | REFUND-CID ACCOUNT #018875           | \$11,215.86         |
| <b>80032</b>                   | 01/11/2018 |            | <b>EAST GROUP PROPERTIES</b>         | <b>\$44.42</b>      |
|                                | Invoice    | Date       | Description                          | Amount              |
|                                | 12/21/17   | 12/21/2017 | REFUND-CID ACCOUNT #008272           | \$44.42             |
| <b>80033</b>                   | 01/11/2018 |            | <b>FURNITURE OF AMERICA C/O</b>      | <b>\$544.45</b>     |
|                                | Invoice    | Date       | Description                          | Amount              |
|                                | 12/21/17   | 12/21/2017 | REFUND-CID ACCOUNT #102622           | \$544.45            |
| <b>80034</b>                   | 01/11/2018 |            | <b>GLOBAL LINK DISTRIBUTION</b>      | <b>\$17.97</b>      |
|                                | Invoice    | Date       | Description                          | Amount              |
|                                | 12/21/17   | 12/21/2017 | REFUND-CID ACCOUNT #028553           | \$17.97             |
| <b>80035</b>                   | 01/11/2018 |            | <b>GOKU HOT POT C/O ANDY YANG</b>    | <b>\$2,743.30</b>   |
|                                | Invoice    | Date       | Description                          | Amount              |
|                                | 12/20/17   | 12/20/2017 | REFUND-CID ACCOUNT #400439           | \$2,743.30          |

**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
January 11, 2018**

| Check                          | Date       |            | Payee Name                 | Check Amount |
|--------------------------------|------------|------------|----------------------------|--------------|
| <b>REFUSE - Refuse Account</b> |            |            |                            |              |
| 80036                          | 01/11/2018 |            | JIMMY JOHNS C/O QUEST RMG  | \$27.50      |
|                                | Invoice    | Date       | Description                | Amount       |
|                                | 12/20/17   | 12/20/2017 | REFUND-CID ACCOUNT #104535 | \$27.50      |
| 80037                          | 01/11/2018 |            | KIRRA CONSTRUCTION         | \$332.57     |
|                                | Invoice    | Date       | Description                | Amount       |
|                                | 12/20/17   | 12/20/2017 | REFUND-CID ACCOUNT #084848 | \$332.57     |
| 80038                          | 01/11/2018 |            | LBK CONSTRUCTION.          | \$678.96     |
|                                | Invoice    | Date       | Description                | Amount       |
|                                | 12/21/17   | 12/21/2017 | REFUND-CID ACCOUNT #100791 | \$678.96     |
| 80039                          | 01/11/2018 |            | LEYEN FOODS                | \$448.10     |
|                                | Invoice    | Date       | Description                | Amount       |
|                                | 12/21/17   | 12/21/2017 | REFUND-CID ACCOUNT #004835 | \$448.10     |
| 80040                          | 01/11/2018 |            | LUNASIA GROUP              | \$979.19     |
|                                | Invoice    | Date       | Description                | Amount       |
|                                | 12/20/17   | 12/20/2017 | REFUND-CID ACCOUNT #104948 | \$979.19     |
| 80041                          | 01/11/2018 |            | PALACE ENTERTAINMENT       | \$2,046.88   |
|                                | Invoice    | Date       | Description                | Amount       |
|                                | 12/20/17   | 12/20/2017 | REFUND-CID ACCOUNT #085374 | \$2,046.88   |
| 80042                          | 01/11/2018 |            | PRO STAR COMPUTER INC.     | \$678.96     |
|                                | Invoice    | Date       | Description                | Amount       |
|                                | 21/21/17   | 12/21/2017 | REFUND-CID ACCOUNT #099894 | \$678.96     |
| 80043                          | 01/11/2018 |            | SHEPARD BROS.              | \$643.78     |
|                                | Invoice    | Date       | Description                | Amount       |

**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
January 11, 2018**

| Check                          | Date       |            | Payee Name                           | Check    | Amount          |
|--------------------------------|------------|------------|--------------------------------------|----------|-----------------|
| <b>REFUSE - Refuse Account</b> |            |            |                                      |          |                 |
|                                | 12/20/17   | 12/20/2017 | REFUND-CID ACCOUNT #104436           |          | \$643.78        |
| <b>80044</b>                   | 01/11/2018 |            | <b>SNAK KING</b>                     |          | <b>\$706.46</b> |
|                                | Invoice    | Date       | Description                          | Amount   |                 |
|                                | 12/20/17   | 12/20/2017 | REFUND-CID ACCOUNT #400582           | \$706.46 |                 |
| <b>80045</b>                   | 01/11/2018 |            | <b>THE ASTOR COMPANY</b>             |          | <b>\$890.00</b> |
|                                | Invoice    | Date       | Description                          | Amount   |                 |
|                                | 12/20/17   | 12/20/2017 | REFUND-CID ACCOUNT #083619           | \$890.00 |                 |
| <b>80046</b>                   | 01/11/2018 |            | <b>WALMART STORE #2251 C/O WASTE</b> |          | <b>\$861.90</b> |
|                                | Invoice    | Date       | Description                          | Amount   |                 |
|                                | 12/21/17   | 12/21/2017 | REFUND-CID ACCOUNT #001452           | \$861.90 |                 |
| <b>80047</b>                   | 01/11/2018 |            | <b>ZTERS INC.</b>                    |          | <b>\$678.96</b> |
|                                | Invoice    | Date       | Description                          | Amount   |                 |
|                                | 12/20/17   | 12/20/2017 | REFUND-CID ACCOUNT #084692           | \$678.96 |                 |

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
|        | Total  | 20    | \$611,164.49       |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 11, 2018**

| Check   | Date             |            | Payee Name                                      | Check Amount |
|---|------------------|------------|---|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |                  |            |   |              |
| 67862   | 12/20/2017       |            | AT & T  | \$18.98      |
|   | Invoice          | Date       | Description                                     | Amount       |
|   | 2018-00000707    | 12/01/2017 | 12/01-12/31/17 SVC - CITY WHITE PAGES           | \$18.98      |
| 67863   | 12/20/2017       |            | AT & T  | \$225.00     |
|   | Invoice          | Date       | Description                                     | Amount       |
|   | 8963792013       | 12/01/2017 | 12/01-12/31/17 SVC - 600 S BREA CYN - METROLINK | \$225.00     |
| 67864   | 12/20/2017       |            | BANK OF AMERICA - VISA                          | \$1,432.14   |
|   | Invoice          | Date       | Description                                     | Amount       |
|   | 2018-00000706    | 12/06/2017 | 11/07-12/06/17 CREDIT CARD EXPENSES-AGUIRRE     | \$1,432.14   |
| 67865   | 12/20/2017       |            | FRONTIER  | \$2,383.55   |
|   | Invoice          | Date       | Description                                     | Amount       |
|   | 2018-00000708    | 12/01/2017 | 12/01-12/31/17 SVC - GS-21650 VALLEY BLVD       | \$51.22      |
|   | 2018-00000709    | 12/01/2017 | 12/01-12/31/17 SVC - GS-21700 VALLEY BLVD       | \$53.90      |
|   | 2018-00000710    | 12/01/2017 | 12/01-12/31/17 SVC - VARIOUS SITES              | \$961.70     |
|   | 2018-00000711    | 12/01/2017 | 12/01-12/31/17 SVC - VARIOUS GENERATOR SITES    | \$1,051.66   |
|   | 2018-00000712    | 12/02/2017 | 12/02-01/01/18 SVC - IH GOLF COURSE FUEL PUMP   | \$144.99     |
|   | 2018-00000713    | 12/04/2017 | 12/04-11/03/17 SVC - EM-21858 GARCIA-ALARM      | \$66.18      |
|   | 2018-00000714    | 12/04/2017 | 12/04-11/03/17 SVC - GS-21620 VALLEY BLVD       | \$53.90      |
| 67866   | 12/20/2017       |            | SO CALIFORNIA EDISON COMPANY                    | \$27,610.21  |
|   | Invoice          | Date       | Description                                     | Amount       |
|   | 2018-00000715    | 12/06/2017 | 11/01-12/04/17 SVC - 15625 STAFFORD ST          | \$3,740.58   |
|   | 15660STAFF-DEC17 | 12/06/2017 | 10/26-11/28/17 SVC - 15660 STAFFORD ST          | \$1,942.31   |
|   | 2018-00000716    | 12/07/2017 | 11/03-12/06/17 SVC - 1135 HATCHER AVE           | \$242.20     |
|   | 2018-00000717    | 12/07/2017 | 09/19-12/01/17 SVC - NOGALES ST/SAN JOSE AVE    | \$458.80     |
|   | 2018-00000718    | 12/07/2017 | 11/03-12/06/17 SVC - 1123 HATCHER AVE STE A     | \$174.42     |
|   | 2018-00000719    | 12/08/2017 | 11/01-12/01/17 SVC - 208 S WADDINGHAM WAY       | \$20,908.22  |
|   | 2018-00000720    | 12/08/2017 | 11/03-12/06/17 SVC - VARIOUS SITES              | \$108.33     |



**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 11, 2018**

| Check   | Date          |            | Payee Name                                      | Check Amount      |
|---|---------------|------------|---|-------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |               |            |   |                   |
|   | 2018-00000721 | 12/09/2017 | 11/01-12/01/17 SVC - GALE AVE/L ST              | \$35.35           |
| <b>67867</b>                                  | 12/20/2017    |            | <b>SOCALGAS</b>                                 | <b>\$527.31</b>   |
|   | Invoice       | Date       | Description                                     | Amount            |
|   | 2018-00000722 | 11/06/2017 | 11/01-12/04/17 SVC - 15625 STAFFORD ST APT A    | \$16.27           |
|   | 2018-00000723 | 12/06/2017 | 11/01-12/04/17 SVC - 15625 STAFFORD ST APT B    | \$16.37           |
|   | 2018-00000724 | 12/06/2017 | 11/01-12/04/17 SVC - 15651 STAFFORD ST          | \$120.21          |
|   | 2018-00000725 | 12/06/2017 | 11/01-12/04/17 SVC - 15633 RAUSCH RD            | \$324.46          |
|   | 2018-00000726 | 12/07/2017 | 11/01-12/01/17 SVC - 1 INDUSTRY HILLS PKWY UNIT | \$50.00           |
| <b>67868</b>                                  | 12/20/2017    |            | <b>VERIZON BUSINESS</b>                         | <b>\$181.92</b>   |
|   | Invoice       | Date       | Description                                     | Amount            |
|   | 66844507      | 12/10/2017 | 11/01-11/30/17 SVC - VARIOUS SITES              | \$135.13          |
|   | 66844506      | 12/10/2017 | 11/01-11/30/17 SVC - VARIOUS SITES              | \$46.79           |
| <b>67869</b>                                  | 12/20/2017    |            | <b>HUMANA INSURANCE COMPANY</b>                 | <b>\$5,349.12</b> |
|   | Invoice       | Date       | Description                                     | Amount            |
|   | 389690343     | 12/13/2017 | DENTAL PREMIUM FOR JANUARY 2018                 | \$5,349.12        |
| <b>67870</b>                                  | 12/20/2017    |            | <b>MUTUAL OF OMAHA</b>                          | <b>\$6,632.37</b> |
|   | Invoice       | Date       | Description                                     | Amount            |
|   | 685767627     | 12/13/2017 | LIFE INSURANCE PREMIUM FOR JANUARY 2018         | \$6,632.37        |
| <b>67871</b>                                  | 12/20/2017    |            | <b>UNUM LIFE INSURANCE COMPANY</b>              | <b>\$5,852.40</b> |
|   | Invoice       | Date       | Description                                     | Amount            |
|   | 1/1-1/31/18   | 12/18/2017 | LONG TERM CARE PREMIUM FOR JANUARY 2018         | \$5,852.40        |
| <b>67872</b>                                  | 12/21/2017    |            | <b>AVALOS, STEVEN</b>                           | <b>\$474.19</b>   |
|   | Invoice       | Date       | Description                                     | Amount            |
|   | 12/21/17      | 12/21/2017 | REIMBURSEMENT FOR EXPENSES-CONFERENCE           | \$474.19          |

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**January 11, 2018**

| Check   | Date            |            | Payee Name                      | Check Amount |
|---|-----------------|------------|---------------------------------|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |                 |            |                                 |              |
| 67873   | 12/21/2017      |            | CALPINE ENERGY SOLUTIONS, LLC   | \$57,177.71  |
|   | Invoice         | Date       | Description                     | Amount       |
|   | 173540008246636 | 12/20/2017 | WHOLESALE USE-NOV 2017          | \$57,177.71  |
| 67874   | 01/02/2018      |            | FIDELITY SECURITY LIFE          | \$1,313.73   |
|   | Invoice         | Date       | Description                     | Amount       |
|   | 163374379       | 01/01/2018 | VISION PREMIUM FOR JANUARY 2018 | \$1,313.73   |
| 67875   | 01/02/2018      |            | STATE COMPENSATION INS. FUND    | \$5,700.42   |
|   | Invoice         | Date       | Description                     | Amount       |
|   | DECEMBER 2017   | 12/04/2018 | PREMIUM FOR 12/01/17-01/01/18   | \$5,700.42   |
| 67876   | 01/11/2018      |            | ARAMARK REFRESHMENT SERVICE,    | \$158.69     |
|   | Invoice         | Date       | Description                     | Amount       |
|   | .7928328        | 12/18/2017 | COFFEE/OFFICE SUPPLIES          | \$158.69     |
| 67877   | 01/11/2018      |            | BLAKE AIR CONDITIONING          | \$471.84     |
|   | Invoice         | Date       | Description                     | Amount       |
|   | 47543           | 12/20/2017 | A/C MAINT-CITY HALL             | \$471.84     |
| 67878   | 01/11/2018      |            | BOUZA LAW FIRM                  | \$40,000.00  |
|   | Invoice         | Date       | Description                     | Amount       |
|   | 775             | 11/30/2018 | LEGAL SVC-NOV 2017              | \$40,000.00  |
| 67879   | 01/11/2018      |            | BROWN RUDNICK, LLP              | \$30,000.00  |
|   | Invoice         | Date       | Description                     | Amount       |
|   | 726032          | 12/01/2018 | PROF SVC-NOV 2017               | \$30,000.00  |
| 67880   | 01/11/2018      |            | BRYAN PRESS                     | \$55.28      |
|   | Invoice         | Date       | Description                     | Amount       |
|   | 0078469         | 12/12/2017 | BUSINESS CARDS-FRONT DESK       | \$55.28      |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 11, 2018**

| Check   | Date           |            | Payee Name                            | Check Amount        |
|---|----------------|------------|---------------------------------------|---------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |                |            |                                       |                     |
| 67881   | 01/11/2018     |            | <b>CARLSON, CALLADINE &amp;</b>       | <b>\$24,440.16</b>  |
|   | Invoice        | Date       | Description                           | Amount              |
|   | 19931          | 12/08/2017 | LEGAL SVC-NOV 2017                    | \$24,440.16         |
| 67882   | 01/11/2018     |            | <b>CASC ENGINEERING AND</b>           | <b>\$3,140.00</b>   |
|   | Invoice        | Date       | Description                           | Amount              |
|   | 38322          | 11/30/2018 | NPDES SVC-COI                         | \$3,140.00          |
| 67883   | 01/11/2018     |            | <b>CDW GOVERNMENT LLC</b>             | <b>\$10,708.88</b>  |
|   | Invoice        | Date       | Description                           | Amount              |
|   | LDM1168        | 12/15/2017 | COMPUTER EQUIPMENT                    | \$10,708.88         |
| 67884   | 01/11/2018     |            | <b>CHEM PRO LABORATORY, INC</b>       | <b>\$269.00</b>     |
|   | Invoice        | Date       | Description                           | Amount              |
|   | 628137         | 11/23/2017 | WATER TREATMENT-NOV 2017              | \$269.00            |
| 67885   | 01/11/2018     |            | <b>CINTAS CORPORATION LOC 693</b>     | <b>\$35.00</b>      |
|   | Invoice        | Date       | Description                           | Amount              |
|   | 693816889      | 12/15/2017 | DOOR MATS-FIRST FLOOR                 | \$35.00             |
| 67886   | 01/11/2018     |            | <b>CITY OF INDUSTRY-PAYROLL ACCT</b>  | <b>\$150,000.00</b> |
|   | Invoice        | Date       | Description                           | Amount              |
|   | P/R 12/31/17-A | 12/20/2017 | REIMBURSE FOR PAYROLL 12/31/17        | \$150,000.00        |
| 67887   | 01/11/2018     |            | <b>CNC ENGINEERING</b>                | <b>\$25,985.23</b>  |
|   | Invoice        | Date       | Description                           | Amount              |
|   | 456460         | 12/21/2017 | GENERAL ENGINEERING SVC 12/4-12/17/17 | \$4,568.22          |
|   | 456461         | 12/21/2017 | NPDES STORM WATER                     | \$1,000.84          |
|   | 456462         | 12/21/2017 | AJAX AVE STORM DRAIN                  | \$1,348.88          |
|   | 456467         | 12/21/2017 | TRES HERMANOS GENERAL ENGINEERING     | \$517.41            |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
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| Check   | Date           |            | Payee Name                                | Check Amount        |
|---|----------------|------------|---|---------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |                |            |   |                     |
|   | 456469         | 12/21/2017 | VARIOUS ASSIGNMENTS RELATED TO SA         | \$13,335.23         |
|   | 456459         | 12/21/2017 | VALLEY BLVD PCC PAVEMENT RECONSTRUCTION   | \$214.65            |
|   | 012018         | 01/01/2018 | MEALS/WHEELS RENT-JAN 2018                | \$5,000.00          |
| <b>67888</b>                                  | 01/11/2018     |            | <b>CORDOBA CORPORATION</b>                | <b>\$318,158.00</b> |
|   | Invoice        | Date       | Description                               | Amount              |
|   | 217592         | 12/13/2017 | ENGINEERING STAFF-IND HILLS, EXPO CTR, EL | \$318,158.00        |
| <b>67889</b>                                  | 01/11/2018     |            | <b>COUNTY OF LA DEPT OF PUBLIC</b>        | <b>\$68,584.83</b>  |
|   | Invoice        | Date       | Description                               | Amount              |
|   | PW-17121103554 | 12/11/2017 | LITTER/DEBRIS REMOVAL                     | \$169.84            |
|   | PW-17121103798 | 12/11/2017 | TRAFFIC SIGNAL MAINT                      | \$3,938.17          |
|   | PW-17121103555 | 12/11/2017 | CONCRETE REPAIRS                          | \$2,048.47          |
|   | PW-17121103556 | 12/11/2017 | EMERGENCY ROAD CLOSURE                    | \$9.67              |
|   | PW-17121103557 | 12/11/2017 | EMERGENCY CALL-ROAD SVC                   | \$454.58            |
|   | PW-17121103572 | 12/11/2017 | CITYWIDE SIGNING                          | \$246.46            |
|   | PW-17121103535 | 12/11/2017 | FAIRWAY GRADE SEPARATION                  | \$7,177.19          |
|   | PW-17121103561 | 12/11/2017 | PAVEMENT PATCHING                         | \$18,453.02         |
|   | PW-17121103562 | 12/11/2017 | STREET MAINT/INSPECTION                   | \$5,736.17          |
|   | PW-17121103560 | 12/11/2017 | STORM DRAIN MAINT                         | \$14,576.05         |
|   | PW-17121103797 | 12/11/2017 | TRAFFIC SIGNAL MAINT                      | \$15,775.21         |
| <b>67890</b>                                  | 01/11/2018     |            | <b>DEKRA-LITE INDUSTRIES, INC.</b>        | <b>\$21,343.22</b>  |
|   | Invoice        | Date       | Description                               | Amount              |
|   | ARINV003321    | 11/30/2018 | 20' SEQUOIA COLLECTION TREE AND ORNAMENTS | \$21,343.22         |
| <b>67891</b>                                  | 01/11/2018     |            | <b>DEPT OF ANIMAL CARE &amp; CONTROL</b>  | <b>\$3,181.37</b>   |
|   | Invoice        | Date       | Description                               | Amount              |
|   | 12/15/17       | 12/15/2017 | SHELTER COST-NOV 2017                     | \$3,181.37          |
| <b>67892</b>                                  | 01/11/2018     |            | <b>ELECTRA-MEDIA, INC</b>                 | <b>\$1,763.00</b>   |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 11, 2018**

| Check   | Date       |            | Payee Name                              | Check Amount       |
|---|------------|------------|---|--------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |            |            |   |                    |
|   | Invoice    | Date       | Description                             | Amount             |
|   | 6773       | 12/13/2018 | PUENTE HILLS AUTO DISPLAY               | \$1,763.00         |
| <b>67893</b>                                  | 01/11/2018 |            | <b>ELEVATE PUBLIC AFFAIRS, LLC</b>      | <b>\$2,903.00</b>  |
|   | Invoice    | Date       | Description                             | Amount             |
|   | 1106       | 12/12/2017 | MEDIA CONSULTING-NEWSPAPER AD           | \$2,903.00         |
| <b>67894</b>                                  | 01/11/2018 |            | <b>HACIENDA-LA PUENTE UNIFIED</b>       | <b>\$150.00</b>    |
|   | Invoice    | Date       | Description                             | Amount             |
|   | 12/12/2017 | 12/12/2017 | DONATION-FULL PAGE AD                   | \$150.00           |
| <b>67895</b>                                  | 01/11/2018 |            | <b>HADDICK'S AUTO BODY</b>              | <b>\$1,109.18</b>  |
|   | Invoice    | Date       | Description                             | Amount             |
|   | 047904     | 12/14/2017 | AUTO MAINT-LIC 1370863                  | \$687.56           |
|   | 047901     | 12/14/2017 | AUTO MAINT-LIC 1320295                  | \$64.63            |
|   | 047900     | 12/14/2017 | AUTO MAINT-LIC 1210025                  | \$56.99            |
|   | 181815     | 11/21/2017 | CONTAINER STORAGE                       | \$260.00           |
|   | H-80313    | 12/13/2017 | TOWING SVC-LIC 1370863                  | \$40.00            |
| <b>67896</b>                                  | 01/11/2018 |            | <b>HOME DEPOT CREDIT SERVICE</b>        | <b>\$493.10</b>    |
|   | Invoice    | Date       | Description                             | Amount             |
|   | 1022637    | 11/28/2017 | MISC SUPPLIES-PLANNING ROOM             | \$328.40           |
|   | 8021821    | 11/21/2017 | MISC SUPPLIES-CITY HALL                 | \$55.23            |
|   | 5024882    | 12/14/2017 | MISC SUPPLIES-CITY HALL (PLANNING ROOM) | \$109.47           |
| <b>67897</b>                                  | 01/11/2018 |            | <b>INDUSTRY SECURITY SERVICES</b>       | <b>\$16,737.00</b> |
|   | Invoice    | Date       | Description                             | Amount             |
|   | 14-21857   | 12/15/2018 | SECURITY SVC-TRES HERMANOS              | \$2,187.12         |
|   | 14-21855   | 12/15/2018 | SECURITY SVC 12/8-12/14/17              | \$14,423.68        |
|   | 14-21859   | 12/15/2018 | SECURITY SVC-EXPO CENTER BACK GATE      | \$126.20           |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 11, 2018**

| Check   | Date        |            | Payee Name                                | Check Amount |
|---|-------------|------------|---|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |             |            |   |              |
| 67898   | 01/11/2018  |            | INDUSTRY TIRE SERVICE                     | \$88.62      |
|   | Invoice     | Date       | Description                               | Amount       |
|   | 0278910     | 12/13/2017 | REPAIR LOOSE TIRE                         | \$88.62      |
| 67899   | 01/11/2018  |            | IRRI-CARE PLUMBING & BACKFLOW             | \$7,892.88   |
|   | Invoice     | Date       | Description                               | Amount       |
|   | 8319        | 10/17/2017 | BACKFLOW TESTING-VARIOUS SITES            | \$1,400.00   |
|   | 8366        | 11/06/2017 | BACKFLOW REPAIR-PACIFIC PALMS GOLF COURSE | \$4,801.67   |
|   | 8369        | 11/07/2017 | BACKFLOW TESTING-VARIOUS SITES            | \$160.00     |
|   | 8368        | 11/07/2017 | BACKFLOW REPAIR-PACIFIC PALMS GOLF COURSE | \$1,531.21   |
| 67900   | 01/11/2018  |            | JANUS PEST MANAGEMENT                     | \$1,800.00   |
|   | Invoice     | Date       | Description                               | Amount       |
|   | 193545      | 11/20/2017 | PEST SVC-CITY HALL                        | \$145.00     |
|   | 193812      | 12/01/2017 | PEST SVC-HOMESTEAD                        | \$580.00     |
|   | 193527      | 11/08/2017 | PEST SVC-TONNER CYN                       | \$122.00     |
|   | 193526      | 11/08/2017 | PEST SVC-TONNER CYN                       | \$102.00     |
|   | 193531      | 11/08/2017 | PEST SVC-TONNER CYN                       | \$75.00      |
|   | 193547      | 11/17/2017 | PEST SVC-15660 STAFFORD (IPUC)            | \$85.00      |
|   | 193454      | 11/08/2018 | PEST SVC-TRES HERMANOS                    | \$125.00     |
|   | 193548      | 11/17/2017 | PEST SVC-15559 RAUSCH RD                  | \$85.00      |
|   | 193579      | 11/20/2017 | PEST SVC-OLD BREA CYN RD                  | \$168.00     |
|   | 193578      | 11/08/2017 | PEST SVC-OLD BREA CYN RD                  | \$168.00     |
|   | 193546      | 11/20/2017 | PEST SVC-IMC                              | \$145.00     |
| 67901   | 01/11/2018  |            | L A COUNTY REGISTRAR-                     | \$2,355.75   |
|   | Invoice     | Date       | Description                               | Amount       |
|   | MND-DP17-13 | 12/21/2017 | FEE-NOTICE OF DETERMINATION FOR DP17-13   | \$2,355.75   |
| 67902   | 01/11/2018  |            | L A COUNTY SHERIFF'S                      | \$33,701.61  |
|   | Invoice     | Date       | Description                               | Amount       |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 11, 2018**

| Check   | Date             |            | Payee Name                                 | Check Amount       |
|---|------------------|------------|--|--------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |                  |            |  |                    |
|   | 181909CY         | 12/18/2017 | SPECIAL EVENT-DIRECTED PATROL              | \$33,701.61        |
| <b>67903</b>                                  | 01/11/2018       |            | <b>LA PUENTE VALLEY COUNTY</b>             | <b>\$285.28</b>    |
|   | Invoice          | Date       | Description                                | Amount             |
|   | BS;10/17         | 10/18/2017 | WATER MONITORING-BOY SCOUTS RESERVOIR      | \$285.28           |
| <b>67904</b>                                  | 01/11/2018       |            | <b>LINSCOTT, LAW &amp; GREENSPAN</b>       | <b>\$832.41</b>    |
|   | Invoice          | Date       | Description                                | Amount             |
|   | 16325-00121      | 12/06/2017 | TRAFFIC ENG-DON JULIAN/6TH                 | \$832.41           |
| <b>67905</b>                                  | 01/11/2018       |            | <b>LOS ANGELES TIMES</b>                   | <b>\$68.03</b>     |
|   | Invoice          | Date       | Description                                | Amount             |
|   | ACCT#10007093243 | 12/14/2017 | BALANCE TO CLOSE ACCOUNT                   | \$68.03            |
| <b>67906</b>                                  | 01/11/2018       |            | <b>MAILFINANCE INC.</b>                    | <b>\$1,815.39</b>  |
|   | Invoice          | Date       | Description                                | Amount             |
|   | N6893960         | 12/10/2018 | MAIL EQUIPMENT RENTAL-FINANCE 1/11-4/10/18 | \$1,815.39         |
| <b>67907</b>                                  | 01/11/2018       |            | <b>MR PLANT &amp; INTERIOR BOTANICAL</b>   | <b>\$720.00</b>    |
|   | Invoice          | Date       | Description                                | Amount             |
|   | JAN 7936         | 01/01/2018 | PLANT MAINT-JAN 2018                       | \$528.00           |
|   | JAN 7935         | 01/01/2018 | PLANT MAINT-JAN 2018                       | \$192.00           |
| <b>67908</b>                                  | 01/11/2018       |            | <b>MUNI-ENVIRONMENTAL, LLC</b>             | <b>\$22,267.42</b> |
|   | Invoice          | Date       | Description                                | Amount             |
|   | 17-032           | 12/14/2017 | COMMERCIAL WASTE PROGRAM                   | \$22,267.42        |
| <b>67909</b>                                  | 01/11/2018       |            | <b>MX GRAPHICS, INC.</b>                   | <b>\$110.27</b>    |
|   | Invoice          | Date       | Description                                | Amount             |
|   | 14314            | 12/15/2017 | SPECIAL PAPER FOR PLOTTER MACHINE          | \$110.27           |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
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| Check   | Date       |            | Payee Name                            | Check Amount       |
|---|------------|------------|---------------------------------------|--------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |            |            |                                       |                    |
| 67910   | 01/11/2018 |            | <b>OLMOS PROFESSIONAL SERVICES</b>    | <b>\$8,782.00</b>  |
|   | Invoice    | Date       | Description                           | Amount             |
|   | 300        | 12/31/2018 | JANITORIAL SVC-CITY HALL              | \$5,500.00         |
|   | 299        | 12/31/2018 | JANITORIAL SVC-IPUC BLDG              | \$1,815.00         |
|   | 301        | 12/31/2018 | JANITORIAL SVC-IMC                    | \$1,467.00         |
| 67911   | 01/11/2018 |            | <b>PACIFIC UTILITY INSTALLATION</b>   | <b>\$4,494.00</b>  |
|   | Invoice    | Date       | Description                           | Amount             |
|   | 16235REV   | 11/30/2017 | OPERATIONS/MAINT-SUBSTATION           | \$294.00           |
|   | 16258REV   | 11/30/2018 | OPERATIONS/MAINT-SUBSTATION           | \$4,200.00         |
| 67912   | 01/11/2018 |            | <b>PARS</b>                           | <b>\$300.00</b>    |
|   | Invoice    | Date       | Description                           | Amount             |
|   | 38985      | 12/11/2017 | ARD FEES-PLAN ID T3-ARS17A            | \$300.00           |
| 67913   | 01/11/2018 |            | <b>PLACEWORKS</b>                     | <b>\$655.35</b>    |
|   | Invoice    | Date       | Description                           | Amount             |
|   | 64061      | 11/30/2017 | CHEVRON/221 HACIENDA BLVD             | \$655.35           |
| 67914   | 01/11/2018 |            | <b>PRICE, POSTEL &amp; PARMA, LLP</b> | <b>\$15,185.59</b> |
|   | Invoice    | Date       | Description                           | Amount             |
|   | 145436     | 11/13/2018 | LEGAL SVC-REAL ESTATE MATTERS         | \$8,150.59         |
|   | 145950     | 12/12/2018 | LEGAL SVC-REAL ESTATE MATTERS         | \$7,035.00         |
| 67915   | 01/11/2018 |            | <b>RICOH USA, INC.</b>                | <b>\$774.94</b>    |
|   | Invoice    | Date       | Description                           | Amount             |
|   | 5051606351 | 12/11/2017 | METER READING-HR COPIER               | \$49.05            |
|   | 5051586115 | 12/08/2017 | METER READING-CORDOBA COPIER          | \$183.87           |
|   | 23852560   | 12/15/2017 | COPIER LEASE-FINANCE                  | \$289.36           |
|   | 23852561   | 12/15/2017 | COPIER LEASE-CORDOBA                  | \$252.66           |



**CITY OF INDUSTRY  
WELLS FARGO BANK  
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| Check   | Date          |            | Payee Name                            | Check Amount |
|---|---------------|------------|---------------------------------------|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |               |            |                                       |              |
| 67916   | 01/11/2018    |            | RICOH USA, INC.                       | \$2,934.70   |
|   | Invoice       | Date       | Description                           | Amount       |
|   | 57309364      | 12/09/2017 | COPIER LEASE-VARIOUS                  | \$2,650.76   |
|   | 57364005      | 12/16/2017 | COPIER LEASE-HR                       | \$283.94     |
| 67917   | 01/11/2018    |            | SHERWIN-WILLIAMS                      | \$98.21      |
|   | Invoice       | Date       | Description                           | Amount       |
|   | 6744-3        | 12/08/2017 | SUPPLIES FOR FIRE HYDRANTS-TONNER CYN | \$54.67      |
|   | 6822-7        | 12/14/2017 | SUPPLIES FOR FIRE HYDRANTS-TONNER CYN | \$43.54      |
| 67918   | 01/11/2018    |            | SO CAL INDUSTRIES                     | \$462.42     |
|   | Invoice       | Date       | Description                           | Amount       |
|   | 303599        | 12/04/2017 | FENCE RENTAL-INDUSTRY HILLS           | \$90.34      |
|   | 303941        | 12/06/2017 | RR RENTAL-TONNER CYN/GRAND AVE        | \$93.92      |
|   | 304954        | 12/13/2017 | RR RENTAL-TONNER CYN/57 FWY           | \$278.16     |
| 67919   | 01/11/2018    |            | THE MORROW LAW FIRM                   | \$5,000.00   |
|   | Invoice       | Date       | Description                           | Amount       |
|   | NOV 2017-CITY | 12/14/2017 | CITY CLERK SVC-NOV 2017               | \$5,000.00   |
| 67920   | 01/11/2018    |            | TREV GET FIT                          | \$800.00     |
|   | Invoice       | Date       | Description                           | Amount       |
|   | 5             | 12/31/2017 | CONSULTANT FOR CITY'S WELLNESS CENTER | \$800.00     |
| 67921   | 01/11/2018    |            | UNION PACIFIC RAILROAD                | \$26,690.00  |
|   | Invoice       | Date       | Description                           | Amount       |
|   | 290728935     | 12/07/2017 | MAINT OF GATES-LEMON AVE/FAIRWAY DR   | \$26,690.00  |
| 67922   | 01/11/2018    |            | USA FACT, INC.                        | \$49.46      |
|   | Invoice       | Date       | Description                           | Amount       |
|   | 7111023       | 11/04/2017 | BACKGROUND CHECK SVC                  | \$49.46      |

**CITY OF INDUSTRY  
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| Check   | Date          |            | Payee Name                                 | Check Amount |
|---|---------------|------------|--|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |               |            |  |              |
| 67923   | 01/11/2018    |            | WEATHERITE SERVICE                         | \$962.00     |
|   | Invoice       | Date       | Description                                | Amount       |
|   | L174835       | 12/08/2017 | REPLACE CONTROL BOARD-15660 STAFFORD/15559 | \$962.00     |
| 67924   | 01/11/2018    |            | WEGER, KRISTEN                             | \$530.18     |
|   | Invoice       | Date       | Description                                | Amount       |
|   | WINTER 2018-A | 12/20/2017 | REIMBURSEMENT FOR WINTER 2018 BOOKS        | \$530.18     |
| 67925   | 01/11/2018    |            | WILSON & HAMPTON PAINTING                  | \$2,266.00   |
|   | Invoice       | Date       | Description                                | Amount       |
|   | 533814        | 12/12/2017 | APPLY WOOD GRAIN FILM-ELEVATOR DOORS       | \$2,266.00   |

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
|        | Total  | 64    | \$976,488.34       |

*CITY COUNCIL*

ITEM NO. 5.2

HANDOUT ITEM

(To be Distributed Prior to Meeting)

*CITY COUNCIL*

ITEM NO. 6.1

Resolution No. CC 2018-01

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES  
ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 15 OF LOS ANGELES  
COUNTY, AND THE GOVERNING BODIES OF

City of Industry

Upper San Gabriel Valley Municipal Water District

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 15.

"ANNEXATION NO. 297"

**WHEREAS**, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

**WHEREAS**, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 15 entitled *Annexation No. 297*;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 15 in the annexation entitled *Annexation No. 297* is approved and accepted.
2. For each fiscal year commencing on and after July 1, 2016 or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 15 a total of 0.6467904 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 297* as shown on the attached Worksheet.
3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 15 as a result of annexation entitled *Annexation No. 297*.
4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year, and any amounts of property tax received in excess of that which is proper shall be refunded to the appropriate agency.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 15 of Los Angeles County, and the governing bodies of City of Industry and Upper San Gabriel Valley Municipal Water District, signatory hereto.

CITY OF INDUSTRY

\_\_\_\_\_  
SIGNATURE

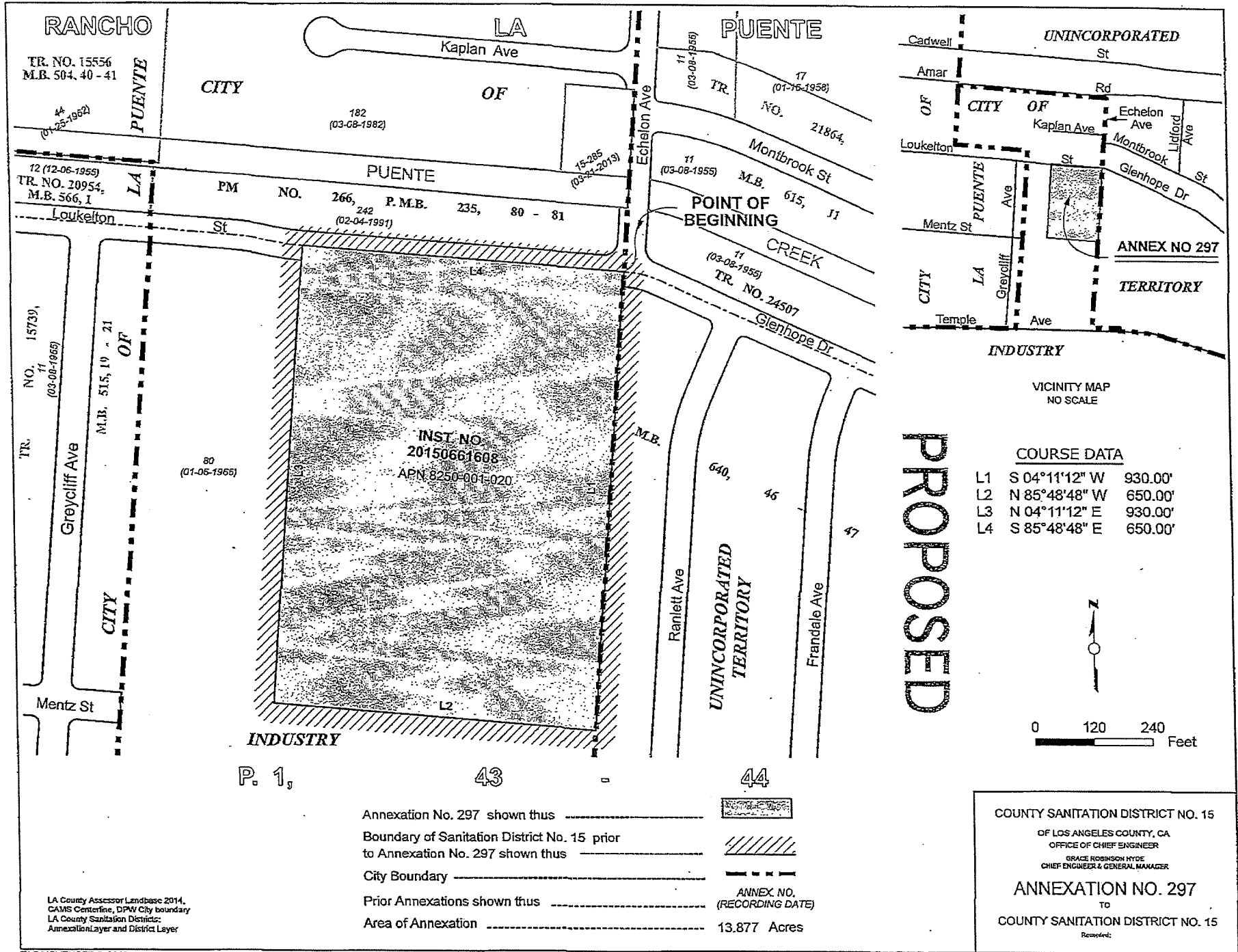
ATTEST:

\_\_\_\_\_  
PRINT NAME AND TITLE

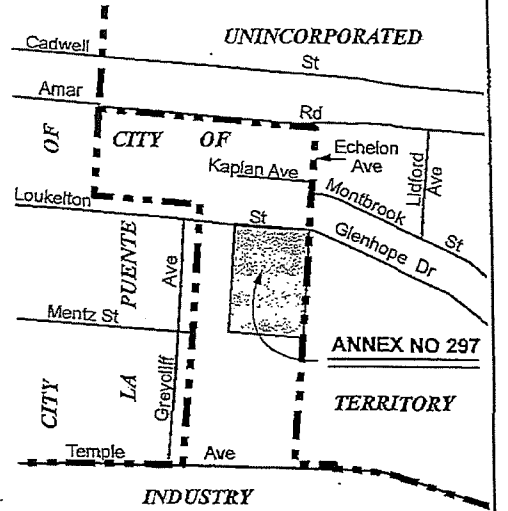
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

(SIGNED IN COUNTERPART)

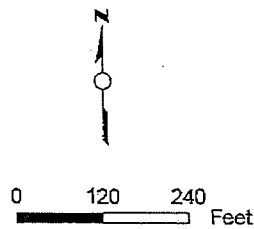


PROPOSED



**COURSE DATA**

|    |               |         |
|----|---------------|---------|
| L1 | S 04°11'12" W | 930.00' |
| L2 | N 85°48'48" W | 650.00' |
| L3 | N 04°11'12" E | 930.00' |
| L4 | S 85°48'48" E | 650.00' |



- P. 1, 43, 44
- Annexation No. 297 shown thus
- Boundary of Sanitation District No. 15 prior to Annexation No. 297 shown thus
- City Boundary
- Prior Annexations shown thus
- Area of Annexation 13.877 Acres

COUNTY SANITATION DISTRICT NO. 15  
 OF LOS ANGELES COUNTY, CA  
 OFFICE OF CHIEF ENGINEER  
 GRACE ROBINSON HYDE  
 CHIEF ENGINEER & GENERAL MANAGER  
**ANNEXATION NO. 297**  
 TO  
 COUNTY SANITATION DISTRICT NO. 15  
 Recorded:

LA County Assessor Landbase 2014.  
 CAMS Centerline, DPM City boundary  
 LA County Sanitation Districts  
 Annexation Layer and District Layer

ANNEXATION NUMBER: 297

PROJECT NAME: A-15-297

TRA: 04346

| ACCOUNT # | TAXING AGENCY | CURRENT<br>TAX SHARE | PERCENT    | PROPOSED<br>DIST SHARE | ALLOCATED<br>SHARE | ADJUSTMENTS  | NET SHARE   |
|-----------|---------------|----------------------|------------|------------------------|--------------------|--------------|-------------|
| TOTAL:    |               | 1.000000000          | 100.0000 % |                        | 0.010988163        | -0.006467904 | 1.000000000 |



ANNEXATION TO: CO.SANITATION DIST.NO 15 DEBT S.  
 ACCOUNT NUMBER: 066.50  
 TRA: 04346  
 EFFECTIVE DATE: 07/01/2016  
 ANNEXATION NUMBER: 297 PROJECT NAME: A-15-297  
 DISTRICT SHARE: 0.010988163

| ACCOUNT # | TAXING AGENCY                    | CURRENT TAX SHARE | PERCENT   | PROPOSED DIST SHARE | ALLOCATED SHARE | ADJUSTMENTS  | NET SHARE   |
|-----------|----------------------------------|-------------------|-----------|---------------------|-----------------|--------------|-------------|
| 001.05    | LOS ANGELES COUNTY GENERAL       | 0.311053385       | 31.1060 % | 0.010988163         | 0.003417915     | -0.003497649 | 0.307555736 |
| 001.20    | L.A. COUNTY ACCUM CAP OUTLAY     | 0.000112883       | 0.0112 %  | 0.010988163         | 0.000001240     | 0.000000000  | 0.000112883 |
| 007.30    | CONSOL. FIRE PRO.DIST.OF L.A.CO. | 0.173265902       | 17.3265 % | 0.010988163         | 0.001903873     | -0.001903873 | 0.171362029 |
| 007.31    | L A C FIRE-FFW                   | 0.007143537       | 0.7143 %  | 0.010988163         | 0.000078494     | 0.000000000  | 0.007143537 |
| 030.10    | L.A.CO.FL.CON.DR.IMP.DIST.MAINT. | 0.001703248       | 0.1703 %  | 0.010988163         | 0.000018715     | -0.000018715 | 0.001684533 |
| 030.70    | LA CO FLOOD CONTROL MAINT        | 0.009638093       | 0.9638 %  | 0.010988163         | 0.000105904     | -0.000105904 | 0.009532189 |
| 174.01    | CITY-INDUSTRY TD #1              | 0.085146078       | 8.5146 %  | 0.010988163         | 0.000935598     | -0.000935598 | 0.084210480 |
| 368.05    | UPPER SAN GAB. VY. MUN. WATER    | 0.000561082       | 0.0561 %  | 0.010988163         | 0.000006165     | -0.000006165 | 0.000554917 |
| 400.00    | EDUCATIONAL REV AUGMENTATION FD  | 0.063098272       | 6.3098 %  | 0.010988163         | 0.000693334     | EXEMPT       | 0.063098272 |
| 400.01    | EDUCATIONAL AUG FD IMPOUND       | 0.130578519       | 13.0578 % | 0.010988163         | 0.001434818     | EXEMPT       | 0.130578519 |
| 400.15    | COUNTY SCHOOL SERVICES           | 0.001397306       | 0.1397 %  | 0.010988163         | 0.000015353     | EXEMPT       | 0.001397306 |
| 400.21    | CHILDREN'S INSTIL TUITION FUND   | 0.002773255       | 0.2773 %  | 0.010988163         | 0.000030472     | EXEMPT       | 0.002773255 |
| 809.04    | MT.SAN ANTONIO COMMUNITY COLLEGE | 0.029934274       | 2.9934 %  | 0.010988163         | 0.000328922     | EXEMPT       | 0.029934274 |
| 809.20    | MT SAN ANTONIO CHILDRENS CTR FD  | 0.000288817       | 0.0288 %  | 0.010988163         | 0.000003173     | EXEMPT       | 0.000288817 |
| 870.03    | HACIENDA-LA PUENTE UNIF. SCH.DIS | 0.175053721       | 17.5053 % | 0.010988163         | 0.001923518     | EXEMPT       | 0.175053721 |
| 870.06    | CO.SCH.SER.FD.HACIENDA-LA PUENTE | 0.007395347       | 0.7395 %  | 0.010988163         | 0.000081261     | EXEMPT       | 0.007395347 |
| 870.07    | DEV.CTR.HDCPD.MINOR-HACI-LA PUTE | 0.000856281       | 0.0856 %  | 0.010988163         | 0.000009408     | EXEMPT       | 0.000856281 |
| ***066.50 | CO.SANITATION DIST.NO 15 DEBT S. | 0.000000000       | 0.0000 %  | 0.010988163         | 0.000000000     | 0.000000000  | 0.006467904 |

*CITY COUNCIL*

ITEM NO. 6.2



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Paul J. Philips, City Manager *Paul J. Philips*

**STAFF:** Susan Paragas, Director of Finance  
Steven Avalos, Finance Manager  
Christina Aguirre, Financial Analyst II

**DATE:** January 11, 2018

**SUBJECT:** **Consideration of a Professional Services Agreement with MGT Consulting in an amount not to exceed \$52,000 to conduct a Comprehensive Citywide User Fees and Charges Study and Full Cost Allocation Plan**

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### **BACKGROUND**

The purpose of a cost allocation plan is to ensure that the City is maximizing distribution of central services and other administrative support cost to the users of those services. Indirect overhead allocations identified in the cost plan are distributed to program direct costs to determine full costs. This plan will also identify indirect overhead costs that can be charged to Federal and State grants and to allocate to the Enterprise Funds its applicable share of support costs.

The user fee study will determine the full cost of services offered by the City for which user fees are currently being charged or could be charged. The user fee study will utilize the cost allocation plan to develop comprehensive overhead rates and accurately account for the true cost of providing various services within the City operations.

Together, the cost allocation study and the user fee study will provide a plan that will define, document, and help implement a cost of service program that will reduce unintended subsidies and increase balanced revenue opportunities.

### **DISCUSSION**

On October 26, 2017, the City Council authorized solicitation of proposals for a Comprehensive Citywide User Fees and Charges Study and Full Cost Allocation Plan in which it was posted on the City's electronic procurement portal, PlanetBids, that same day. A total of nine (9) firms viewed the proposal on PlanetBids. A Request for Proposals (RFP) was also advertised on October 27, 2017 and November 2, 2017 in the San Gabriel Valley Tribune.

Proposals were due to the City via PlanetBids by Tuesday, November 28, 2017 at 5:00 p.m. The City received four (4) proposals from ClearSource Financial Consulting, Matrix Consulting Group, MGT Consulting Group and Willdan Financial Services.

A team comprised of the Finance Director, Finance Manager and Financial Analyst reviewed the proposals and interviewed one firm. The selection panel evaluated the qualifications received by each consultant based on the following criteria, as outlined in the RFP:

- A. Ability to meet service requirements; understanding the needs and requirements of the City; scope and services offered (20 points).
- B. Experience, qualifications and knowledge of key personnel (20 points).
- C. Resumes of the proposed team (20 points).
- D. References for similar work completed within the last three years (20 points).
- E. Completeness of Responses to the Request for Qualifications (20 points).

The review committee rated the proposals based on the above criteria. The following table summarizes the ranking of the request for proposals.

**Table 1- Summary of written Evaluation Ratings**

| Firm                             | Rank | Pricing  | Project Hours |
|----------------------------------|------|----------|---------------|
| ClearSource Financial Consulting | 3    | \$34,200 | 228           |
| Matrix Consulting Group          | 2    | \$28,430 | 148           |
| MGT Consulting Group             | 1    | \$52,000 | 286           |
| Willdan Financial Services       | 4    | \$38,655 | 254           |

MGT Consulting was ranked the highest by the panel and was determined to be the most qualified and responsible bidder. Staff completed a reference check for MGT Consulting Group, by contacting four (4) references. All references contacted confirmed that MGT Consulting Group had successfully completed the study listed for their representative cities, that the cities were satisfied with the consultant’s performance and would consider the consultant for future projects.

Based on the proposal and reference check, staff recommends that MGT Consulting be awarded a Professional Services Agreement (“Agreement”) to conduct an overhead cost allocation study and user fee study in an amount not to exceed \$52,000 as the most qualified and responsible bidder to the project. Staff also recommends that the City Manager be authorized to execute the Agreement.

Upon completion of the project, staff will present the information to the City Council. If requested, a study session with the City Council will be held to present how fees are calculated in order to provide information to enable the City Council to make fee-setting decisions.

### **FISCAL IMPACT**

Appropriate \$27,000 from the General Fund reserves to Account 100.506.5120.01 - Professional Services.

The fiscal year 2017-2018 adopted budget included funding of \$25,000.00 in Account 100.506.5120.01 - Professional Services.

### **RECOMMENDATION**

- 1) Award a Professional Services Agreement to MGT Consulting to conduct an overhead cost allocation study and user fee study in an amount not to exceed \$52,000; and
- 2) Authorize the City Manager to execute the Professional Services Agreement; and
- 3) Appropriate \$27,000 from the General Fund reserves to Account 100.506.5120.01-Professional Services.

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of January 11, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and MGT Consulting Group, partnership ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

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

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

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 11, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing a Comprehensive User Fees & Charges Study and Full Cost Allocation Plan, serving a municipal agency.

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

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty-Two Thousand Dollars (\$52,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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



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

## **7. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

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

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

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

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

**8. INSURANCE**

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

**9. INDEPENDENT CONSULTANT**

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

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

**10. LEGAL RESPONSIBILITIES**

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

**11. UNDUE INFLUENCE**

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

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

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

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

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

**14. NOTICES**

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

|                 |  |
|-----------------|--|
| To City:        | City of Industry<br>15625 E. Stafford, Suite 100<br>City of Industry, CA 91744 |
|                 | Attention: City Manager  |
| With a Copy To: | James M. Casso, City Attorney  |

Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746

To Consultant: MGT Consulting Group  
J. Bradley Burgess  
2251 Harvard St. Suite 134  
Sacramento, CA 95815

**15. ASSIGNMENT**

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

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

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

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

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

**17. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous

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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**“CITY”**  
**City of Industry**

**“CONSULTANT”**  
MGT Consulting Group

By: \_\_\_\_\_  
Paul J. Philips, City Manager

By \_\_\_\_\_  
J. Bradley Burgess, Executive Vice  
President

**Attest:**

By: \_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
James M. Casso, City Attorney

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

EXHIBIT A

**SCOPE OF SERVICES**

Consultant shall prepare a Comprehensive Citywide User Fees and Charges Study ("Fees Study") for the City. Project tasks shall include, but are not necessarily limited to, the following.

1. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Fee Study to ensure that the results will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the Fee Study.
2. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations, to define the purpose, and uses and goals of the user fee and rate structure. Conduct a comprehensive review of the City's existing fees. This includes, but is not limited to the following:
  - a. Document and Processing Fees
  - b. Permit Fees
  - c. Administrative Services Fees
  - d. Development Services Fees
  - e. Planning Fees
  - f. Development, Building, and Permit Fees
  - g. Citations, Fines, & Traffic Related Fees
  - h. Facilities & Building Rental Fees
  - i. Records and Subpoena Fees
  - j. Miscellaneous Fees

The Fee Study shall include both fees for work leading to the establishment/issuance of permits and any ongoing yearly maintenance/enforcement costs post-issuance. For a list of City fees, see the attached "Exhibit 1 - Schedule of Fees".

3. Work with selected City staff to address weaknesses and strengths of the current fee schedule.
4. Identify and explore the potential for new City fees and new revenue and cost recovery opportunities and present and make new fee recommendations to staff.
5. Identify the total cost of providing each City service in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities.

6. Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where the City, perhaps, should institute a charge or administrative fee in light of the City's practices, or the practices of similar or surrounding cities.
7. Compare all existing fees and charges and potential new fees identified with benchmark cities with similar economic demographics, budget levels, and service levels deemed appropriate to the City and make recommendations that are consistent with the City's "Business-Friendly" approach.
8. Recommend appropriate fees and charges based on your analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.
9. Prepare a report identifying each service, its full cost, recommended and current cost recovery levels, recommended fees, and revenue impact. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service; and provide a model for adjusting these fees for the City's current and future needs.
10. Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.
11. Present the Fee Study to selected City staff and make necessary adjustments as requested.
12. Present the Fee Study to the City Council to facilitate an understanding of it and its implications for the City and make necessary adjustments as requested.
13. Provide the City with an electronic copy in Word format, of the final Comprehensive User Fee & Charges Study, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. Develop a model for adjusting fees to include the addition of hypothetical service area information for future services enhancements, and the ability to calculate the estimated costs of providing the service under consideration (scenario and "what if" analyses).
14. Provide on-site training to enable staff to update fees.
15. Prepare a final User Fees & Charges Study report and provide a single PDF file of the plan that can be made available to City staff. Any Master Fee Schedule revisions developed shall also be made available to the City electronically, providing the ability to add, delete, and/or update information as needed.
16. Consult with City staff should it become necessary to defend the City's User Fees and Charges as a result of any legal or other challenge.



## Full Cost Allocation Plan

Consultant shall prepare a Full Cost Allocation Plan (“Plan”) for the City. Project tasks shall include, but are not necessarily limited to, the following.

1. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City’s Plan to ensure that the results will be both accurate and appropriate to the City’s needs. Review project schedule and answer any questions pertaining to the successful development of the Plan.
2. Meet with staff and conduct interviews as needed to gain an understanding of the City’s processes and operations.
3. Develop a Plan that:
  - a. Identifies the total cost of providing each City service at the appropriate activity level and establishes a full cost allocation methodology for administrative overhead costs for use in determining billable hourly rates.
  - b. Is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities, including, but not limited to the State Controller’s Office Guidelines for Cost Claiming and Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).
  - c. Allows for additions, revisions, or removal of direct and indirect costs so the Plan can be easily adapted to a range of activities.
  - d. Provides the ability for staff to continuously update the plan from year to year to accommodate organization changes.
4. Evaluate the City’s administrative and overhead costs associated with providing planning, engineering, inspecting, building services and establish a billable rate structure for recovery of cost for services provided to customers doing business through various departments, such as Development Services and Administrative Services.
5. Present the Plan to selected City staff and make necessary adjustments as requested.
6. Present the Plan to the City Council to facilitate an understanding of it and its implications for the City and make necessary adjustments as requested.

7. Report on other matters that come to Consultant's attention in the course of its evaluation that in its professional opinion the City should consider.

8. Provide the City with an electronic copy of the final Plan in Word format, including related schedules and cost documentation in a format that can be edited and updated by

City staff to accommodate changes in the organization or changes in cost.

EXHIBIT B

RATE SCHEDULE

EXHIBIT B-RATE SCHEDULE

**COST**

MGT proposes to perform the services included in this proposal related to a Full Cost Allocation Plan for a fixed fee of \$11,800. This budget will provide the City with 72 consulting hours, which will provide the City with ample time and resources to produce a cost allocation plan as described in the scope of services. If the City chooses to proceed with the Federal Cost Allocation Plan, MGT has budgeted 20 hours to convert the Full Cost Allocation Plan to an OMB compliant Federal Cost Allocation Plan. Estimated expenses are shown for anticipated travel, copying and other costs related to the cost allocation plan. Only actual expenses will be charged.

| <b>Full Cost Allocation Plan</b>                                      |              |                 |                 |                 |
|---|--------------|-----------------|-----------------|-----------------|
|   | <b>Hours</b> | <b>Labor</b>    | <b>Expenses</b> | <b>Total</b>    |
| 1. Initial Meeting  | 2            | \$330           | \$80            | \$410           |
| 2. Introductory Training  | 2            | \$330           |                 | \$330           |
| 3. Review and Preparation   | 1            | \$165           |                 | \$165           |
| 4. Collect Core Data  | 1            | \$165           |                 | \$165           |
| 5. Department Interviews  | 8            | \$1,320         | \$80            | \$1,400         |
| 6. Develop Cost Plan Structure  | 8            | \$1,320         |                 | \$1,320         |
| 7. Distribute Costs   | 8            | \$1,320         |                 | \$1,320         |
| 8. Develop Allocation Bases   | 12           | \$1,980         |                 | \$1,980         |
| 9. Process Draft Plan   | 8            | \$1,320         |                 | \$1,320         |
| 10. Internal Review   | 4            | \$660           |                 | \$660           |
| 11. Provide Draft Plan  | 4            | \$660           |                 | \$660           |
| 12. Finalize Plan   | 8            | \$1,320         |                 | \$1,320         |
| 13. Provide Copies  | 1            | \$165           | \$30            | \$195           |
| 14. Present Results   | 2            | \$330           | \$80            | \$410           |
| 15. Follow up Training, Guidance                                      | 1            | \$165           |                 | \$165           |
| 16. Identify Additional Uses  | 1            | \$165           |                 | \$165           |
| 17. Project Recap Memo  | 1            | \$165           |                 | \$165           |
| <b>TOTAL</b>  | <b>72</b>    | <b>\$11,880</b> | <b>\$270</b>    | <b>\$12,150</b> |
| <b>Federal Cost Allocation Plan</b>                                   |              |                 |                 |                 |
| 18. Adjustments to the Full Cost Plan to comply with OMB requirements | 20           | \$3,000         |                 | \$3,000         |

**COST**  
♦ ♦ ♦

MGT proposes to perform the services included in this proposal related to the user fee study for a fixed fee of \$35,910 which will provide 214 consulting hours. Estimated expenses are also included in this amount for anticipated travel, copying and other production costs related to the user fee study. Only actual expenses will be charged. The anticipated cost breakout for the user fee study by task is as follows:

| <b>User Fee Study</b>                | <b>Hours</b> | <b>Total</b>     |
|--------------------------------------|--------------|------------------|
| 1. Introductory Meet/Project Memo    | 2            | \$ 330           |
| 2. Comparison Survey                 | 12           | \$ 1,980         |
| 3. Collect Core Data                 | 12           | \$ 1,980         |
| 4. Catalog Existing Fees             | 6            | \$ 990           |
| 5. Identify Potential New Fees       | 6            | \$ 990           |
| 6. Issue Fee Inventory Memo          | 4            | \$ 660           |
| 7. Develop Data Workbooks            | 17           | \$ 2,805         |
| 8. Department Interviews             | 28           | \$ 4,620         |
| 9. Prepare Draft Fee Schedules       | 24           | \$ 3,960         |
| 10. Conduct Internal Review          | 2            | \$ 330           |
| 11. Present Draft Calculations       | 8            | \$ 1,320         |
| 12. Review/Revise Drafts             | 47           | \$ 7,755         |
| 13. Develop Recommendations          | 17           | \$ 2,805         |
| 14. Prepare Final Schedules & Report | 22           | \$ 3,630         |
| 15. Present Results                  | 2            | \$ 330           |
| 16. Provide Copies and Materials     | 2            | \$ 330           |
| 17. Provide Model / Training         | 3            | \$ 495           |
| 18. Provide On-Going Assistance      | -            | -                |
| 19. Travel, Printing & Production    | -            | \$ 600           |
| <b>TOTAL</b>                         | <b>214</b>   | <b>\$ 35,910</b> |

MGT will provide monthly invoices to the City. The amount due per month will be based on the total fee divided by the anticipated number of months to complete the project.

## HOURLY BILLING RATES

MGT's hourly billing rates are as follows:

| MGT Professional Staff   | Hourly<br>Billing Rates |
|--------------------------|-------------------------|
| Executive Vice President | \$ 225                  |
| Project Manager          | \$ 200                  |
| Project Consultant       | \$ 175                  |

Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis using the above hourly rates, with all expenses billed at cost subject to pre-approval. The hourly rate schedule is part of MGT's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.



## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

*CITY COUNCIL*

ITEM NO. 6.3



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Paul J. Philips, City Manager *Paul J. Philips*

**STAFF:** Alex Gonzalez, Director of Development Services and Administration *ox*  
Kristen Weger, Management Analyst III

**DATE:** January 11, 2018

**SUBJECT:** Consideration of a Professional Services Agreement with Geo-Advantec, Inc., for Geotechnical Services for the Valley/Old Valley Boulevard Pavement Repair Project, in an amount not to exceed \$30,000.00, from January 11, 2018 to January 11, 2020.

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### **Background:**

On October 25, 2017, the City released a Request for Proposals (“RFP”) to provide a geotechnical report to support design efforts for the Valley/Old Valley Boulevard Pavement Repair Project, RFP No. DS-18-014-A. The RFP was posted on the City’s PlanetBids™ vendor portal, and an email notification was sent out to the pre-qualified geotechnical services bench which included: AESCO Technologies “AESCO”, ES Engineering Services, Geo-Advantec, Inc., Kleinfelder, Inc., and Ninyo & Moore.

Questions pertaining to the RFP were received up until October 31, 2017 at 5:00 p.m. through the City’s PlanetBids™ vendor portal. The RFP process closed on November 7, 2017 at 5:00 p.m. and the City received two (2) proposals from Geo-Advantec, Inc. and Kleinfelder, Inc.

### **Discussion:**

The City needs geotechnical recommendations for the design and construction for the proposed project on Valley/Old Valley Boulevard. The limits for the study extend from La Puente’s westerly boundary on Valley Boulevard (roughly 2,600-feet west of Old Valley Boulevard) to La Puente’s easterly limits on Valley Boulevard near Azusa Way. The report must include an analysis of the existing pavement conditions including geotechnical aspects of the subgrade. The consultant will be responsible for providing a report to the City summarizing the results along with recommendations for replacing the requested failed pavement sections, and providing recommendations for areas that require full pavement replacement and those that would only require surface treatment (grind and overlay).

The proposal was reviewed by a panel that found Geo-Advantec, Inc. proposal demonstrated understanding of the RFP, the intended Scope of work, is qualified to perform the work and contained pricing consistent with design estimates.

The following table summarizes the results and rankings of the geotechnical services proposals.

Table 1 – Geotechnical Report to Support Design Effort for the Valley/Old Valley Boulevard Pavement Repair Project, RFP No. DS-18-014-A.

| <b>Consultant</b>  | <b>Ranking</b> |
|--------------------|----------------|
| Geo-Advantec, Inc. | 1              |
| Kleinfelder, Inc.  | 2              |

As set forth in the table, Geo-Advantec, Inc. ranked the highest, and therefore Staff recommends that the City Council award the contract to Geo-Advantec, Inc.

**Fiscal Impact:**

Appropriate \$30,000.00 from General Fund – Design – Professional Services (Account No. 100-521-5120.01) for the Professional Services Agreement with Geo-Advantec, Inc.

**Recommendation:**

- 1.) Staff recommends that the City Council approve the Professional Services Agreement with Geo-Advantec, Inc., dated January 11, 2018.
- 2.) Appropriate \$30,000.00 from General Fund – Design – Professional Services (Account No. 100-521-5120.01).

**Exhibits:**

- A. Professional Services Agreement with Geo-Advantec, Inc. dated January 11, 2018
- B. Request for Proposals (RFP) to Support Design Efforts for Valley Boulevard Pavement Repair, RFP No. DS-18-014-A [On File in City of Industry City Clerk's Office]

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PJP/AG/KW:af

**EXHIBIT A**

Professional Services Agreement with Geo-Advantec, Inc., dated January 11, 2018

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of January 11, 2018 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Geo-Advantec Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

#### RECITALS

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

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

**1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 11, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

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

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

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

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

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

### 3. MANAGEMENT

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

### 4. PAYMENT

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

(\$30,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

## 5. LABOR CODE AND PREVAILING WAGES

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



employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

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

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

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

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

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

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

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

## 7. OWNERSHIP OF DOCUMENTS

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

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

## 8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and the City of La Puente, and any and all of their officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents,

employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

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

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

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

**9. INSURANCE**

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

**10. INDEPENDENT CONSULTANT**

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

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

**11. LEGAL RESPONSIBILITIES**

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

**12. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be

conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

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

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

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

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

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

**15. NOTICES**

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

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

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

Attention: City Manager

With a Copy To: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746

To Consultant: Geo-Advantec Inc.  
457 West Allen Avenue, Suite 113  
San Dimas, CA 91773  
Attention: Shawn Ariannia

## 16. ASSIGNMENT

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

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

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

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

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

**18. ENTIRE AGREEMENT**

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

**19. SEVERABILITY**

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

**20. COUNTERPARTS**

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

**21. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any

paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

**22. WAIVER**

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

**23. REMEDIES**

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

**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

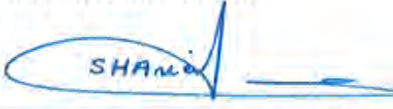


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**"CITY"**  
**City of Industry**

**"CONSULTANT"**  
Geo-Advantec, Inc.

By: \_\_\_\_\_  
Paul J. Philips, City Manager

By:  \_\_\_\_\_  
Shawn Ariannia, President

**Attest:**

By: \_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
James M. Casso, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES

The Consultant shall provide all aspects of geotechnical services, which include, but is not limited to an analysis of the existing pavement conditions including geotechnical aspects of the subgrade from La Puente's westerly boundary on Valley Boulevard (roughly 2600-feet west of Old Valley Boulevard) to La Puente's easterly limits on Valley Boulevard near Azusa Way. The evaluation must be conducted through field exploration, laboratory testing, and engineering analyses. Laboratory testing must include, but is not limited to, moisture-density and R-value tests. Engineering analyses must use appropriate Traffic Indexes (TI) for heavy commercial and truck uses for this corridor. The consultant will be responsible for providing a report to the City summarizing the results along with recommendations for replacing the requested failed pavement sections and provide recommendations for areas that require full pavement replacement and those that would only require surface treatment (grind and overlay).

#### **Task 1. Pre-Drilling Phase; Literature/Records review and Site Reconnaissance**

The following tasks will be performed before commencement of field drilling works:

1. Schedule and conduct a kick-off meeting with City project manager/staff;
2. Collect all the existing records/as-builts for the said street in collaboration with City staff;
3. Review all the records and determine the pavement section limits for the study which should extend from La Puente's westerly boundary on Valley Boulevard (roughly 2600-feet west of Old Valley Boulevard) to La Puente's easterly limits on Valley Boulevard near Azusa Way;
4. Prepare traffic control plans and submit for the City's review and approval;
5. Obtain a no fee permit from the City;
6. Prepare a preliminary coring location plan and submit to the City for review and approval;
7. Perform site reconnaissance, mark the proposed coring locations for the number of corings per item B-4 below;
8. Clarification of underground utilities by contacting Dig-Alert.

#### **Task 2. Field Exploratory Works; Coring and Sampling**

The tasks to be performed for this phase of the project consist of the following:

1. Perform a second site visit prior to drilling/coring and review the marked utility lines by Dig-Alert;
2. finalize work schedule for field operations and coordinate the drilling days/times with the City
3. Provide traffic control as required by the City
4. Perform corings, extract core samples of the entire asphalt section at each one of the marked locations
5. Measure thickness of AC pavement, the in-place base layer, and verify existence of asphalt fabrics;
6. Collect representative bulk samples of subgrade soils from selected boring/saw-cut locations and transfer to the laboratory. At all the cored locations, bulk subgrade samples will be collected, and gradation test will be performed on selected samples. Also, R-value tests will be conducted on selected subgrade samples representing different subgrade materials.
7. Identifying locations subject to full depth repair and mapping the said locations
8. Backfill the cored holes using lean cement grout or rapid set concrete, in compliance with the requirements of La Puente and County of Los Angeles. Consultant shall coordinate access to the City of La Puente and the County of Los Angeles property and obtain necessary permits prior to coring holes.

### **Task 3. Laboratory Testing**

Tests shall include, but are not limited to: Gradation, Moisture & Density, Atterberg Limits, Expansivity, and R-Value. Tests. R-value test will be performed on selected samples and number of tests warranted will depend on the different type of subgrade materials encountered. The Full Depth Reclamation ("FDR") alternative shall be considered and required tests shall be performed using the site asphalt and base samples, and shall provide required cement content for construction phase.

### **Task 4. Engineering Analysis and Final Report Preparation**

Consultant shall conduct a thorough engineering analysis of the information collected, including; thicknesses of asphalt and base layers, classifications of subgrade soils which shall be subject to an R-value and expansivity test. The, R-value and expansivity test results will be utilized for the design process. Different rehabilitation alternatives will be studied and prior to finalizing the report, a meeting will be arranged with the City officials to discuss different alternatives from value-engineering stand point, and the City will be provided options. Then, the final report will be prepared, which shall include, but is not limited to:

1. Introduction
2. Scope of Service
3. Introduction of boring locations and a site plans showing the location of borings

4. A discussion about conclusions of our site reconnaissance and summary table(s) providing information about type, severity, and extent of distress at different areas along with the project length
5. A discussion of the subgrade materials encountered in the borings and their engineering properties, including geologic and geotechnical engineering characteristics of the subgrade soils underlying the project limits;
6. Results of pavement sections thickness measurements
7. Introducing identified locations for full depth repair, if needed.
8. Results of laboratory tests
9. Pavement design and construction recommendations including different appropriate alternatives of rehabilitation such as mill & overlay and Full Depth Reclamation, etc.
10. Pavement Design and construction recommendations for new construction, i.e. removal & replacement and local full depth repairs
11. A closure discussion about preferences of each option from a value-engineering standpoint which may assist/facilitate the process of final decision making by the City.

EXHIBIT B

RATE SCHEDULE

The total compensation amount shall not exceed Thirty Thousand Dollars (\$30,000.00).

| TASK  | Estimated Amount | Cost/Unit      | Total Cost          | Remarks                                     |
|---|------------------|----------------|---------------------|---|
| Coring and sampling + Patching                              | 8 cores          | \$200 / core   | \$1,600             | Crew + Equipment                            |
| Traffic Control Plan Preparation                            | L.S.             | L.S.           | \$600               | Plan preparation                            |
| Traffic Control/Field                                       | 1.5 days         | \$1,400        | \$2,100             | Cost includes field traffic control         |
| Field Engineer  | 16 hr            | \$75/ hr       | \$1,200             | Boring Locations marking, Logging, sampling |
| Senior Engineer   | 4                | \$125          | \$500               | Site reconnaissance and field visit         |
| Laboratory Testing  | Lump Sum         | Per Master Fee | \$2,500             | Tests include R-value, EI, Gradation, etc.. |
| Office Staff Engineer                                       | 26 hr            | \$75/hr        | \$1,950             | Analysis, design and prepare draft report   |
| Office Engineer/Senior Geotechnical                         | 12 hr            | \$125/ hr      | \$1,500             | Analysis, design and prepare draft report   |
| Principal Geotechnical Engineer                             | 6 hr             | \$150/ hr      | \$900               | Final Review                                |
| Drafter   | 8 hr             | \$50/hr        | \$400               | Report Preparation tasks                    |
| Office Admin / Drafting                                     | 6 hr             | \$35/ hr       | \$0.00              | Waived                                      |
| <b>TOTAL PROPOSED FEE FOR REQUIRED SCOPE</b>                |                  |                | <b>\$13,250</b>     |   |
| <b>UNIT PRICE FOR ADDITIONAL CORE INCUSIVE OF ALL COSTS</b> |                  |                | <b>\$475/CORING</b> |   |



## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency and the City of La Puente, and their officers, agents, employees and volunteers.

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

contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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



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

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

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

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

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

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

**Pass Through Clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and

assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

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

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

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

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

**EXHIBIT B**

Request for Proposals (RFP) for Support Design Efforts for Valley Boulevard Pavement  
Repair, RFP No. DS-18-014-A

[On File in City of Industry City Clerk's Office]

*CITY COUNCIL*

ITEM NO. 6.4



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Paul J. Phillips, City Manager *Paul J. Phillips*

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

**DATE:** January 11, 2018

**SUBJECT:** Consideration of a Professional Services Agreement with Catalyst Environmental Solutions for the development of conceptual plans for 23400 E. Fork Road ("Follows Camp"), in an amount not to exceed \$24,270.00 from January 11, 2018 to January 11, 2020

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### **Background:**

City staff requested a proposal from Catalyst Environmental Solutions ("Catalyst") to provide the City assistance in the development of conceptual plans for 23400 E. Fork Road, commonly known as Follows Camp. The conceptual plans will emphasize compliance with the California Environmental Quality Act ("CEQA"), National Environmental Policy Act ("NEPA"), and other regulatory, and fluvial geomorphology aspects of environmental compliance and habitat restoration.

### **Discussion:**

Catalyst will provide environmental compliance and habitat restoration services with an emphasis on the CEQA, NEPA, and other regulatory, and fluvial geomorphology aspects of the project.

The tasks include but are not limited to:

- Project Management;
- Meetings and Communications – Kickoff Meeting, Weekly Conference Calls, Monthly in-person meetings; and
- Development of Regulatory Roadmap – Conceptual Project Description, Summary of the interaction of LARWQCB grant process and other project elements, CEQA and NEPA compliance options with recommended path, anticipated permitting requirements and environmental constraints and recommended path.

City staff is recommending approval of a Professional Services Agreement with Catalyst Environmental Solutions to provide the above-mentioned tasks.

**Fiscal Impact:**

Appropriate \$24,270.00 to City Capital Improvements – Facilities Improvements – Planning, Survey and Design (Account No. 120-726-5130) for the Professional Services Agreement.

**Recommendation:**

- 1.) Staff recommends that the City Council approve the Professional Services Agreement with Catalyst Environmental Solutions, dated January 11, 2018; and
- 2.) Appropriate \$24,270.00 to City Capital Improvements – Facilities Improvements – Planning, Survey and Design (Account No. 120-726-5130).

**Exhibit:**

- A. Professional Services Agreement with Catalyst Environmental Solutions, dated January 11, 2018
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PJP/AG/KW:af

**EXHIBIT A**

Professional Services Agreement with Catalyst Environmental Solutions,  
dated January 11, 2018

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of January 11, 2018 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Catalyst Environmental Solutions Corporation, a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

#### RECITALS

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

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

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 11, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

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

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

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



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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty-Four Thousand Two Hundred Seventy Dollars (\$24,270.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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

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

## **7. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

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

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

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

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

**8. INSURANCE**

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

**9. INDEPENDENT CONSULTANT**

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

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

**10. LEGAL RESPONSIBILITIES**

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

**11. UNDUE INFLUENCE**

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

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

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

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

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

### **14. NOTICES**

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

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

Attention: City Manager

With a Copy To: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345

City of Industry, CA 91746

To Consultant: Megan Schwartz, CFO  
Catalyst Environmental Solutions Corporation  
315 Montana Avenue, Suite 311  
Santa Monica, CA 90403

**15. ASSIGNMENT**

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

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

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

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

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

**17. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this

Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**“CITY”**  
**City of Industry**

**“CONSULTANT”**  
Catalyst Environmental Solutions  
Corporation

By: \_\_\_\_\_  
Paul J. Philips, City Manager

By \_\_\_\_\_  
Megan Schwartz, CFO

**Attest:**

By: \_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
James M. Casso, City Attorney

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



## EXHIBIT A

### SCOPE OF SERVICES

The Consultant shall provide regulatory support services for Follows Camp with an emphasis on California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), development of a regulatory roadmap for environmental compliance and habitat restoration and if requested, support in fluvial geomorphology and physical restoration techniques, which shall include, but is not limited to:

#### **Task 1. Project Management**

Consultant shall provide document management, Project Team coordination, and track and capture administrative expenses.

#### **Task 2. Meetings and Communications**

Consultant shall participate in the following meetings and conference calls:

- 1.) Kickoff meeting with the City and Consultant Team;
- 2.) Consultant shall participate in up to twenty, one-hour, weekly conference calls with the City and Consultant Team to discuss overall Project progress and issues, and those related to CEQA review; and
- 3.) Consultant shall attend up to six (6), two-hour (2), monthly in-person meetings with the City to discuss specific issues or milestones.

#### **Task 3. Development of Regulatory Roadmap**

Consultant will utilize the information developed in meetings and communications to develop a regulatory roadmap for the Project. The regulatory roadmap shall consist of the following elements:

- 1.) Conceptual project description;
- 2.) Summary of the interaction with the Los Angeles Regional Water Quality Control Board (LARWQCB) grant process and other project elements including CEQA;
- 3.) Review CEQA and NEPA compliance options and provide the City with a recommended path; and
- 4.) Anticipate permit requirements and environmental constraints and provide the City with a recommended path.

Consultant shall provide the City with a final regulatory roadmap in electronic format which shall incorporate all comments from the City and the Consultant Team.

EXHIBIT B

RATE SCHEDULE

The total compensation shall not exceed Twenty-Four Thousand Two Hundred Seventy Dollars (\$24,270.00) and will be based on the rates set forth below.

| <b>Category</b>                   | <b>Rate (\$/hr)</b> |
|-----------------------------------|---------------------|
| GIS, CADD, or Drafting Consultant | \$125               |
| Field Technician                  | \$85                |
| Support                           | \$84                |
| Junior Scientist/Planner          | \$125               |
| Staff Scientist/Planner 2         | \$138               |
| Staff Scientist/Planner 1         | \$167               |
| Senior Scientist Planner 2        | \$178               |
| Senior Scientist/Planner 1        | \$195               |
| Principal                         | \$215               |
| Senior Principal                  | \$245               |

City shall reimburse Consultant its actual costs for all photocopying and postage, and vehicle mileage for attendance at meetings upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement.

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*CITY COUNCIL*

ITEM NO. 6.5



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Paul J. Philips, City Manager *Paul J. Philips*

**STAFF:** Alex Gonzalez, Director of Development Services and Administration *or*  
Kristen Weger, Management Analyst III

**DATE:** January 11, 2018

**SUBJECT:** Consideration of Amendment No. 1 to the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., for contract and funding administration services for capital improvement projects, increasing compensation under the original agreement by \$150,000.00, and extending the agreement through December 8, 2019

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### **Background:**

On February 23, 2017, the City approved a Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., ("Avant-Garde"), to provide contract and funding administration for citywide bridges, in an amount not to exceed \$145,000.00, for a one-year period ending February 23, 2018.

### **Discussion:**

City staff determined that additional contract and funding administration services are needed to support the City's Capital Improvement Program ("CIP") as a whole, citywide. Amendment No. 1 to the Professional Services Agreement with Avant-Garde, Inc. expands the scope to include, but is not limited to, assisting the City with project management support services for the City's Capital Improvement Program, serve as the City's liaison between finance and engineering consultants on project related activities, coordinate with project engineers to collect the description of work and cost estimate breakdown of all project phases, assist finance during audits, research and determine potential grants and related funding sources, prepare and submit grants as requested, prepare agenda reports for City Council as requested, prepare Caltrans submittals, provide labor compliance as requested on construction projects to include, but not limited to conducting field interviews, review of certified payroll records and associated paperwork, conflict resolution and coordination.

The City is scheduled to go into construction on a number of CIP projects over the next couple of years utilizing the 2015 bond proceeds. Additional support is being requested to support the CIP program with these efforts.



Given the need for additional services over the next two years, and the costs related to those services, City Staff is recommending that the Council approve the first amendment.

Table 1 – Summary of Project Costs

|  |                     |
|--|---------------------|
| Professional Services Agreement with Avant-Garde, Inc. | \$145,000.00        |
| Amendment No. 1 to Professional Services               | \$150,000.00        |
| <b>Total</b>   | <b>\$295,000.00</b> |

**Fiscal Impact:**

Appropriate \$150,000.00 from Capital Improvements – Bridges & Culverts – General Engineering (Account No. 120-705-5900) for the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc.

**Recommendation:**

- 1.) Approve Amendment No. 1 to the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc. in an amount not to exceed \$295,000.00; and
- 2.) Appropriate \$150,000.00 Capital Improvements – Bridges & Culverts – General Engineering (Account No. 120-705-5900).

**Exhibits:**

- A. Amendment No. 1 to the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., dated January 11, 2018
- B. Professional Services Agreement with Advanced Avant-Garde, Corporation dba Avant-Garde, Inc., dated February 23, 2017

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PJP/AG/KW:af



**EXHIBIT A**

Amendment No. 1 to the Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., dated January 11, 2018

[Attached]

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES  
WITH ADVANCED AVANT-GARDE CORPORATION**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 11<sup>th</sup> day of January, 2018, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Advanced Avant-Garde Corporation dba Avant-Garde, Inc. (“Consultant”), a California corporation. The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about February 23, 2017, the City, approved a Professional Services Agreement for Consulting Services with Advanced Avant-Garde Corporation, to serve as the City liaison on contract funding and administration for citywide bridge related activities; and

**WHEREAS**, the term of the Agreement is through February 23, 2018. The Parties desire to amend the Agreement to extend the term through December 8, 2019, to cover an additional twenty-two (22) months of service while the Consultants assist the City providing project management support services to the City’s Capital Improvement Program; and

**WHEREAS**, the Parties to desire to amend the Agreement to expand the Scope of Services to include, assisting the City with project management support services for the City’s Capital Improvement Program, serve as the City’s liaison between finance and engineering consultants on project related activities, coordinate with project engineers to collect the description of work and cost estimate breakdown of all project phases, assist finance during audits, research and determine potential grants and related funding sources, prepare and submit grants as requested, prepare agenda reports for City Council as requested, prepare Caltrans submittals, provide labor compliance as requested on construction projects to include, but not limited to conducting field interviews, review of certified payroll records and associated paperwork, conflict resolution and coordination; and

**WHEREAS**, given that additional work, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$290,000.00; and

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

## AMENDMENT

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

### **Section 1. Term**

Section 1 of the Agreement shall be revised in its entirety to read as follows:

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

### **Section 4. Payment**

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

- (a) This amount shall not exceed Four Hundred Thirty-Five Thousand Dollars (\$435,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

### **Exhibit A Scope of Services**

Exhibit A shall be amended to include the following additional services:

Consultant shall assist the City with project management support services for the City's Capital Improvement Program, serve as the City's liaison between finance and engineering consultants on project related activities, coordinate with project engineers to collect the description of work and cost estimate breakdown of all project phases, assist finance during audits, research and determine potential grants and related funding sources, prepare and submit grants as requested, prepare agenda reports for City Council as requested, prepare Caltrans submittals, provide labor compliance as requested on construction projects to include, but not limited to conducting field interviews, review of certified payroll records and associated paperwork, and conflict resolution and coordination.

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


**“CITY”**

City of Industry

By: \_\_\_\_\_  
Paul J. Philips, City Manager

**“CONSULTANTS”**

Advanced Avant-Garde Corporation dba  
Avant-Garde, Inc.

By:  \_\_\_\_\_  
Lissette Callefos, Vice President

**Attest:**

By: \_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney

**EXHIBIT B**

Professional Services Agreement with Advanced Avant-Garde Corporation dba Avant-Garde, Inc., dated February 23, 2017

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 23, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Advanced Avant-Garde Corporation dba Avant-Garde, Inc. a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

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

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

#### **1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 23, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

#### **2. SERVICES**

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

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

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

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

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

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

### 3. MANAGEMENT

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

### 4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Forty Five Thousand Dollars (\$145,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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



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

## 7. INDEMNIFICATION

### (a) Indemnity for professional liability

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

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

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

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

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

**8. INSURANCE**

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

**9. INDEPENDENT CONSULTANT**

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

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

**10. LEGAL RESPONSIBILITIES**

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

**11. UNDUE INFLUENCE**

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

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

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

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

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

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

**14. NOTICES**

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

To City: City of Industry  
15625 E. Stafford, Suite 100  
City of Industry, CA 91744  
Attention: City Manager

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

To Consultant:           Advanced Avant-Garde Corporation  
                                  dba Avant-Garde, Inc.  
                                  3670 W. Temple Avenue #278  
                                  Pomona, CA 91768  
                                  Attention: Lissette Calleros

**15.   ASSIGNMENT**

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

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

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

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

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

**17.   ENTIRE AGREEMENT**

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

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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

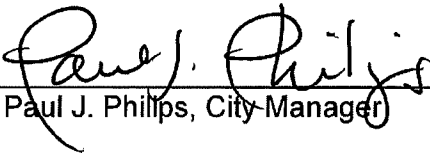
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

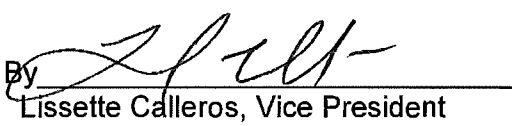
Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

**"CITY"**  
**CITY OF INDUSTRY**

**"CONSULTANT"**  
**ADVANCED AVANT-GARDE  
CORPORATION dba AVANT-  
GARDE, INC.**

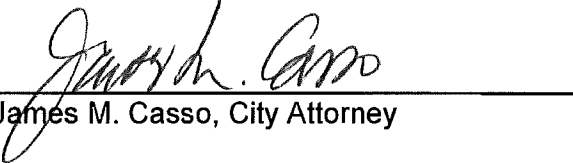
By:   
Paul J. Phillips, City Manager

By:   
Lissette Calleros, Vice President

**Attest:**

By:   
Diane M. Schlichting, Chief Deputy City Clerk

**Approved as to form:**

By:   
James M. Casso, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES

- Serve as the City liaison on contract funding and administration for citywide bridges related activities.
- Assist in the preparation of agreements and miscellaneous project related documents as requested by the City.
- Coordination with the engineering team as requested by the City.
- Prepare agenda reports for City Council meetings as requested by the City.
- Prepare miscellaneous reports and assist City staff as requested by the City.
- Coordination with the project engineer to collect the description of the work and cost estimate including a breakdown of all phases of the project, whether they are federal participating and the type/amount of match funds, project schedule, list of utilities affected by the project, if any.
- Preparation of the following Caltrans submittals:
  1. Request for Authorization to Proceed with Preliminary Engineering.
  2. Assist with RFQ process and prepare award submittal to Caltrans.
  3. Package Environmental Submittal Prepared by the Engineering consultant.
  4. Prepare Right of Way Submittal to Caltrans.
  5. Process reimbursement requests during the both authorized phases; engineering and construction.
  6. Assist in the administration of the bid phase.
  7. Prepare award package to Caltrans.
  8. Prepare project close out documents.
- Due to the nature of funding on this project; Davis bacon compliance will be required during construction. Consultant shall perform the following:
  1. Pre-bid meeting attendance and review of labor requirements with prospective bidders.
  2. Pre-construction meeting attendance & coordination.
  3. Field interviews.
  4. Review of certified payroll records and associated paperwork, conflict resolution and coordination.

EXHIBIT B

RATE SCHEDULE

|                     |            |
|---------------------|------------|
| Program Director    | \$130/hour |
| Program Manager     | \$110/hour |
| Program Coordinator | \$ 90/hour |
| Program Assistant   | \$ 70/hour |

\*Fees will be billed to the half hour increments and on a time and material basis.



## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*CITY COUNCIL*

ITEM NO. 6.6



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Paul J. Philips, City Manager *Paul J. Philips*

**STAFF:** Alex Gonzalez, Director of Development Services and Administration *cs*  
Kristen Weger, Management Analyst III

**DATE:** January 11, 2018

**SUBJECT:** Consideration of Amendment No. 2 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., for Landfill Operation, Monitoring and Maintenance Consulting Services increasing compensation under the original agreement by \$188,000.00 from January 11, 2018 through January 11, 2019.

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### **Background:**

The City is required to comply with the South Coast Air Quality Management District ("SCAQMD") Rule 1150.1, Control of Gaseous Emissions from Municipal Solid Waste Landfills. In order to comply with that rule, Stearns, Conrad and Schmidt, Consulting Engineers, Inc., ("SCS") will be testing and monitoring all areas of the Industry Hills Landfill gas collection system and collecting flare inlet samples for laboratory analysis of Non-Methane Organic Compounds ("NMOC") and SCAQMD carcinogenic and Toxic Air Contaminants ("TAC").

Specific types of monitoring include: perimeter gas probe monitoring (conducted on a monthly basis), instantaneous surface monitoring, landfill gas sampling (conducted on a quarterly basis), integrated surface sampling (conducted on a bi-annual basis) and ambient air sampling (conducted on an annual basis). All monitoring will be performed in accordance with the SCAQMD Rule 1150.1.

SCS will provide routine weekly, monthly, quarterly and annual operation, monitoring and maintenance services for the Landfill Gas ("LFG") Collection and Control System located at the Industry Hills Landfill.

### **Discussion:**

On October 13, 2016, City Council approved a Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., to provide landfill operation, monitoring and maintenance consulting services through October 13, 2017.

On September 14, 2017, City Council approved Amendment No. 1 to the Professional Services Agreement to extend the agreement for a period of two months from October 13, 2017 to December 31, 2017, and to increase the compensation by \$31,333.00 to cover the additional service costs.

Amendment No. 2 to the Professional Services Agreement will extend the term of the Agreement through January 11, 2019, while the City releases a Request for Proposals for Landfill Operation, Monitoring and Maintenance Consulting Services and completes the procurement process. An increase to the compensation of the Agreement of \$188,000.00 is also being requested at this time to cover the additional service costs.

Table 1 – Summary of Project Costs

|  |                     |
|--|---------------------|
| Professional Services Agreement                    | \$188,000.00        |
| Amendment No. 1 to Professional Services Agreement | \$ 31,333.00        |
| Amendment No. 2 to Professional Services Agreement | \$188,000.00        |
| <b>Total</b>                                       | <b>\$407,333.00</b> |

**Fiscal Impact:**

The fiscal year 2016-2017 adopted budget included funding for operation, monitoring and maintenance services under General Fund – Industry Hills Maintenance – Landfill Gas/Tanks (Account No. 100-627-8535). An additional appropriation of \$188,000.00 is being requested to cover the additional costs of Amendment No. 2 to the Professional Services Agreement.

**Recommendation:**

- 1.) Approve Amendment No. 2 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. in an amount not to exceed \$407,333.00; and
- 2.) Appropriate \$188,000.00 to General Fund – Industry Hills Maintenance – Landfill Gas/Tanks (Account No. 100-627-8535).

**Exhibits:**

- A. Amendment No. 2 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dated January 11, 2018
- B. Amendment No. 1 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dated September 14, 2017
- C. Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dated October 13, 2016

**EXHIBIT A**

Amendment No. 2 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dated January 11, 2018

[Attached]

**AMENDMENT NO. 2  
TO AGREEMENT FOR CONSULTING SERVICES WITH STEARNS, CONRAD AND  
SCHMIDT, CONSULTING ENGINEERS, INC.**

This Amendment No. 2 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 11<sup>th</sup> day of January, 2018, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dba SCS Engineers, a Virginia corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about October 13, 2016, the City, approved a Professional Services Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., to provide landfill operation, monitoring and maintenance consulting services; and

**WHEREAS**, on or about September 14, 2017, the City, approved Amendment No. 1 to the Professional Services Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., to increase the compensation by \$31,333.00 and extend the term of the Agreement through December 31, 2017; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term to January 11, 2019, to cover an additional twelve (12) months of service while the City releases a Request for Proposals for Landfill Operation, Monitoring and Maintenance Consulting Services and completes the procurement process; and

**WHEREAS**, given the extension of the term of the Agreement, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$188,000.00; and

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

**AMENDMENT**

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

**Section 1. Term**

Section 1 of the Agreement shall be revised in its entirety to read as follows:

This Agreement shall commence on the January 1, 2018, and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 11, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

**Section 4. Payment**

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

This amount shall not exceed Four Hundred Seven Thousand Three Hundred Thirty-Three Dollars (\$407,333.00) for the total Term of the Agreement unless additional payment is



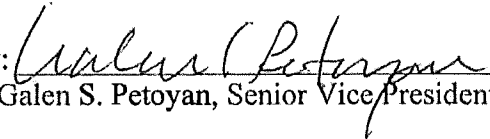
approved as provided in this Agreement.

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

**“CITY”**  
City of Industry

**“CONSULTANT”**  
Stearns, Conrad and Schmidt, Consulting  
Engineers, Inc.

By: \_\_\_\_\_  
Paul J. Philips, City Manager

By:   
Galen S. Petoyan, Senior Vice President

**Attest:**

By: \_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney

**EXHIBIT B**

Amendment No. 1 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dated September 14, 2017

[Attached]

**AMENDMENT NO. 1  
TO AGREEMENT FOR CONSULTING SERVICES WITH STEARNS, CONRAD AND  
SCHMIDT, CONSULTING ENGINEERS, INC.**

This Amendment No. 1 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 14<sup>th</sup> day of September, 2017, ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dba SCS Engineers, a Virginia corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, on or about October 13, 2016, the City, approved a Professional Services Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., to provide landfill operation, monitoring and maintenance consulting services; and

**WHEREAS**, the term of the Agreement was through October 13, 2017. The Parties desire to amend the Agreement to extend the term through December 31, 2017, to cover an additional two (2) months of service while the City releases a Request for Proposals for Landfill Operation, Monitoring and Maintenance Consulting Services and completes the procurement process; and

**WHEREAS**, given the extension of the term of the Agreement, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$31,333.00; and

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

**AMENDMENT**

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

**Section 1. Term**

Section 1 of the Agreement shall be revised in its entirety to read as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

**Section 4. Payment**

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

This amount shall not exceed Two Hundred Nineteen Thousand Three Hundred Thirty-Three Dollars (\$219,333.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

**"CITY"**  
City of Industry

**"CONSULTANT"**  
Stearns, Conrad and Schmidt, Consulting  
Engineers, Inc.

By: \_\_\_\_\_  
Paul J. Philips, City Manager

By: Galen S. Petoyan  
Galen S. Petoyan, Senior Vice President

**Attest:**

By: \_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney

**EXHIBIT C**

Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dated October 13, 2016

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 13, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. a Virginia corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

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

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

1. **TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 13, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing operation, monitoring, and maintenance services for landfill gas collection and control systems, serving a municipal agency.

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

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Eighty-Eight Thousand Dollars (\$188,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

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

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

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

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

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

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

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of



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

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

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

## **7. OWNERSHIP OF DOCUMENTS**

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

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

the City. Nothing herein shall constitute or be construed to be a representation by Consultant that the reports, documentation or other work product prepared under this Agreement is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by City for another project or project location shall be at City's sole risk and Consultant shall have no liability with respect to such use.

## **8. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

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

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

**(c) DUTY TO DEFEND.** In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the indemnities of Section 8(b) during the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. Except as otherwise provided in Section 8, in the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination or a settlement of claims acceptable to the parties, to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**9. INSURANCE**

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

**10. INDEPENDENT CONSULTANT**

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

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

**11. LEGAL RESPONSIBILITIES**

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

**12. UNDUE INFLUENCE**

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



With a Copy To: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746

To Consultant: Stearns, Conrad and Schmidt, Consulting  
Engineers, Inc.  
3900 Kilroy Airport Way, Suite 100  
Long Beach, CA 90806-6816  
Attention: Galen S. Petoyan, Senior Vice President

**16. ASSIGNMENT**

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

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

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

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

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

**18. ENTIRE AGREEMENT**

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

**19. SEVERABILITY**

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

**20. COUNTERPARTS**

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

**21. CAPTIONS**

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

**22. WAIVER**

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

**23. REMEDIES**

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

**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**"CITY"**  
City of Industry

**"CONSULTANT"**  
Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

By: Paul Philips  
Paul Philips, City Manager

By: Galen S. Petoyan  
Galen S. Petoyan, Senior Vice President

**Attest:**

By: Diane Schlichting  
Diane Schlichting, Chief Deputy City Clerk

**Approved as to form:**

By: James M. Casso  
James M. Casso, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES

The LFG collection system at the Industry Hills Landfill consists of approximately sixty-nine (69) monitoring probes, ninety-eight (98) extraction wells, eight (8) condensate sumps, two (2) air compressors and one blower/flare station.

Consultant shall perform the following services:

#### **Routine Operation, Monitoring, and Maintenance**

##### **Monitoring**

##### **Weekly**

Weekly, the Blower Flare Station (BFS) will be monitored. Data will be collected and recorded for the following:

- Date and time, technician, meteorological conditions (wind velocity and direction, barometric pressure, ambient temperature, precipitation).
- Extraction blower operating temperatures and pressures (inlet and outlet), check blower drive belts and bearings.
- Methane, oxygen, carbon dioxide, and balance gases concentrations at the blower inlet and outlet using a GEM-5000 or other approved monitoring instrument.
- LFG flow rate at the flare inlet, differential pressure across the flame arrestor, combustion temperature in the flare, and combustion air dampers will be checked for proper operation.
- Condensate knockout and storage tank will be inspected and liquid levels recorded.
- Check air compressor and record pressures and temperatures.
- Check condensate removal and pressure relief valves
- Check and record levels in propane tanks.
- The instrument panel will be checked for proper operation, including the data recorder, auto dialer, temperature controller and run timer, recorder, will be downloaded monthly, and flare run cycle time and combustion set point temperature will be recorded.
- The flare station and header piping will be checked for leaks.
- Branch header piping will be monitored for gas composition, vacuum and temperature.

Weekly, the driving range air compressor will be inspected for proper operation and pressures and temperatures will be recorded.



Weekly, eight condensate sumps will be inspected for proper operation, checked for leaks and piping inspected.

**Monthly**

Monthly, the gas extraction wells will be monitored with a GEM-5000. Each well will be tested for the following:

- Initial and final static pressure.
- Initial and final LFG temperature.
- Initial and final wellhead static pressure.
- Header system pressure.
- Methane concentration.
- Oxygen concentration.
- Carbon dioxide concentration.
- Balance gas (assumed to be nitrogen) concentration.
- LFG flow rate.

Monthly, the monitoring probes will be monitored. Each monitoring probe will be tested for the following:

- Probe static pressure.
- Methane concentration.
- Oxygen concentration.
- Carbon dioxide concentration.
- Balance gas (assumed to be nitrogen) concentration.

**Quarterly**

Quarterly, inspect and calibrate if required, the combustible gas sensors located at the hotel, pretreat room and 12 KW room.

**Operation**

**Continuous**

Maintain continuous remote monitoring and operation control of the LFG flare system.

**Monthly**

- LFG extraction wells and BFS total flow will be adjusted as required to control LFG migration and odor.
- Gas collection system piping will be observed for condensate blockages and proper operation.

## **Maintenance**

### **Quarterly, or on manufacturers' schedule**

- The blower and electrical motor bearings will be lubricated in accordance with the manufacturers' specifications and schedule.
- Clean, adjust, and lubricate the combustion air dampers.
- Service air compressor adjust belts and replace filters and compressor oil.

### **Annually**

- Disassemble, clean and reassemble the flame arrestor, if  $dP > 2.0$  in WC.
- Inspect burner assemblies and clean if necessary.
- Inspect flare interior insulation.
- Inspect internal burner air dampers.
- Clean and check alignment of flame sensor.
- Clean and check ignitor assembly and ignition wire.
- Check thermocouple positions.
- Check sheave alignments and drive belt tension.
- Perform vibration check on motor blower unit.
- Check gauges for proper zero.

## **Reporting**

Once each month, Consultant shall prepare a detailed report containing the data collected and a summary of activity performed on the project during the reporting period. Data will be maintained in *SCS DataServices®* database to track long-term trends. The original reports will be sent to the City each month.

## **Non-Routine Scheduled Maintenance**

Non-routine scheduled maintenance consists of corrective repair or maintenance work identified during the routine weekly or quarterly visits. This work would consist of, but not be limited to, items such as the repair of collection system piping, replacement of thermocouples, etc. This work is essential for proper system operation; however, it is considered to be the type of work that can be scheduled to allow for procurement of materials, equipment, scheduling of personnel, etc. Non-routine scheduled maintenance will be requested by Authorization for Expenditure ("AFE") and work will only be performed subsequent to notification to and authorization from the City.

## **Non-Routine Unscheduled Emergency Services**

Non-routine unscheduled emergency services include events that could require immediate response; these could include, but not be limited to:

- Odor complaints.
- System shutdowns.
- Environmental regulatory exceedance.

#### **SCAQMD Rule 1150.1 Requirements**

The following tasks are required to comply with SCAQMD Rule 1150.1

#### **Quarterly Collection System Emissions Monitoring**

- Test all areas of the gas collection system under pressure for leaks exceeding 500 ppmv.

#### **Quarterly Inlet Gas samples for Laboratory**

- Collect flare inlet sample for laboratory analysis of NMOC and SCAQMD carcinogenic and Toxic Air Contaminants (TAC).

#### **Annual Probe Gas samples for Laboratory**

- Collect gas sample from probe with highest methane content for laboratory analysis of NMOC and SCAQMD TAC.

#### **Annual Surface Emissions Monitoring**

- Perform Instantaneous Surface Monitoring over the entire surface of the landfill to identify any locations above 200 ppmv methane.

#### **Annual Source Test**

- Perform Emissions Compliance Testing of the LFG flare, review report and submit to SCAQMD.

#### **Quarterly SCAQMD 1150.1 Report**

- Prepare a quarterly report documenting 1150.1 monitoring activities during the previous quarter.

#### **Annual SCAQMD 1150.1 Report**

- Prepare an annual report documenting monitoring and operational data for the previous year.

#### **Annual SCAQMD Emissions Inventory Report**

- Prepare an annual emissions report documenting emission released from the site for the previous year.

EXHIBIT B

RATE SCHEDULE

**OM&M AND ENGINEERING FEE SCHEDULE**  
(Effective May 1, 2016 through April 30, 2017)

| <b>Technical Field Personnel</b>                              | <b>Rate (\$)/Hour</b> |
|---|-----------------------|
| Laborer .....   | 50                    |
| Fusion Technician .....                                       | 62                    |
| Technician .....  | 75                    |
| Equipment Operator .....                                      | 78                    |
| Systems Specialist .....                                      | 80                    |
| Foreman .....   | 86                    |
| Plant Operator .....  | 86                    |
| Senior Technician .....                                       | 98                    |
| Superintendent .....  | 105                   |
| Mechanic .....  | 115                   |
| Controls Specialist .....                                     | 135                   |
| Senior Superintendent .....                                   | 135                   |
| <b>Management/Support Personnel</b>                           | <b>Rate (\$)/Hour</b> |
| Secretarial .....   | 53                    |
| Project Administrator .....                                   | 72                    |
| Field Data Analyst .....                                      | 77                    |
| Senior Project Administrator .....                            | 85                    |
| Project Coordinator/Accountant .....                          | 100                   |
| Designer/Drafter .....  | 110                   |
| Project Professional/H&S Specialist .....                     | 125                   |
| Sr. H&S Advisor .....   | 152                   |
| Regional Field Compliance Auditor .....                       | 162                   |
| Controls & Instrument Engineer .....                          | 165                   |
| System Integrator .....                                       | 180                   |
| Product Development Manager .....                             | 180                   |
| Senior Project Professional .....                             | 195                   |
| Project Manager/H&S/National Compliance Manager .....         | 198                   |
| Sr. Project Manager .....                                     | 210                   |
| Sr. Project Advisor .....                                     | 235                   |
| Regional Manager/Project Director .....                       | 250                   |
| <b>Engineering Personnel Fee Schedule</b>                     | <b>Rate (\$)/Hour</b> |
| Clerical .....  | 70                    |
| Administrative/Secretarial .....                              | 80                    |
| Technician .....  | 83                    |
| CAD Drafter .....   | 88                    |
| Senior Engineering Technician .....                           | 94                    |
| Associate Staff Professional .....                            | 95                    |
| Assistant Office Services Manager/Project Administrator ..... | 102                   |

|  |     |
|--|-----|
| Project Analyst.....                                       | 104 |
| CAD Designer.....  | 108 |
| Office Services Manager/Senior Project Administrator ..... | 108 |
| Staff Professional I.....                                  | 112 |
| Senior Office Services Manager .....                       | 118 |
| Staff Professional II .....                                | 120 |
| Project Professional I.....                                | 139 |
| Project Professional II.....                               | 149 |
| Senior Project Professional I.....                         | 155 |
| Senior Project Professional II .....                       | 167 |
| Certified Industrial Hygienist .....                       | 185 |
| Project Manager I.....                                     | 190 |
| Project Manager II .....                                   | 199 |
| Senior Project/Technical Manager.....                      | 224 |
| Senior Project Advisor.....                                | 235 |
| Project Director .....                                     | 249 |

## FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS

(Effective May 1, 2016 through April 30, 2017)

|  | Rate (\$)   |
|--|-------------|
| GEM 2000/2000 NAV/5000 Gas Analyzer:                   |             |
| • Daily Rate .....                                     | 185/day     |
| • Weekly Rate.....                                     | 555/week    |
| • Monthly Rate .....                                   | 1,665/month |
| H2S Gas Pod/CO Gas Pod .....                           | 10/day      |
| SEM 500/TVA 2020/TDL 500/ Site FID Emissions Monitor:  |             |
| • Daily Rate .....                                     | 185/day     |
| • Weekly Rate.....                                     | 555/week    |
| • Monthly Rate .....                                   | 1,665/month |
| Q Rae Gas Analyzer O2/H2S/CO/Combustibles.....         | 50/day      |
| Micro Max Gas Analyzer O2/H2S/CO/COI Combustibles..... | 50/day      |
| 4 Gas Meter.....                                       | 50/day      |
| Magnehelic Pressure Set.....                           | 20/day      |
| Digital Readout Thermocouple.....                      | 25/day      |
| Drager Detector Tubes/Pump .....                       | 15/each     |
| Dewatering Pump (Trash Pump) .....                     | 45/day      |
| MiniRae 2000/3000 PID:                                 |             |
| • Daily Rate .....                                     | 150/day     |
| • Weekly Rate.....                                     | 500/week    |
| • Monthly Rate .....                                   | 1,500/month |
| Air Sampling Station:                                  |             |
| • Daily Rate .....                                     | 50/day      |
| • Weekly Rate.....                                     | 200/week    |
| Pipe Laser:  |             |
| • Daily Rate .....                                     | 50/day      |
| • Weekly Rate.....                                     | 220/week    |
| • Monthly Rate .....                                   | 650/month   |
| Water Trailer.....                                     | 75/day      |
| PAS 3000 Personal Air Sampling Pump .....              | 25/day      |

Tedlar Bag (10-Liter)..... 40/each  
 Non-Contaminating Air Sampling Pump ..... 25/day  
 Interface Probe.....50/day

**Rate (\$)**

Submersible Pump:

- Daily Rate .....50/day
- Weekly Rate..... 150/week
- Monthly Rate ..... 450/month

Water Level Indicator:

- Daily Rate .....20/day
- Weekly Rate..... 60/week
- Monthly Rate ..... 180/month

100-Foot Temperature Probe:

- Daily Rate ..... 15/day
- Weekly Rate..... 45/week
- Monthly Rate ..... 135/month

Teflon Well Bailer ..... 10/each  
 Vacuum Box/Carbon Canister and Blower ..... 150/day  
 Tool Truck ..... 144/day

No. 12 P.E. Fusion Machine (1"-2"):

- Daily Rate .....50/day
- Weekly Rate..... 150/week
- Monthly Rate ..... 450/month

No. 14 P.E. Fusion Machine (1"-4"):

- Daily Rate .....90/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

No. 28 P.E. Fusion Machine (2"-8")

- Daily Rate .....175/day
- Weekly Rate..... 525/week
- Monthly Rate ..... 1,575/month

412 P.E. Fusion Machine (4"-12"):

- Daily Rate .....300/day
- Weekly Rate..... 900/week
- Monthly Rate ..... 2,700/month

Rate (\$)

618 P.E. Fusion Machine and Tool Truck:

- Daily Rate .....400/day
- Weekly Rate..... 1,500/week
- Monthly Rate ..... 4,000/month

Trackstar 500 Fusion Machine:

- Daily Rate .....425/day
- Weekly Rate..... 1,500/week
- Monthly Rate ..... 4,050/month

Sidewinder P.E. Fusion Machine..... 100/day

Friatec Electrofusion Machine:

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

Leister Extrusion Welding Gun ..... 120/day

Air Compressor..... 60/day

Arc Welder.....75/day

Generator (3,500-Watt)..... 45/day

Generator (5,000-Watt).....60/day

Generator (6,000-Watt):

- Daily Rate .....65/day

Generator (8,000 Watt):

- Daily Rate ..... 75/day
- Weekly Rate..... 225/week

Isolation Pinch-off Tools:

- Daily Rate .....25/day
- Weekly Rate.....75/week
- Monthly Rate ..... 225/month

Plate Compactor.....75/day

Rammer/Jumping Jack Compactor ..... 75/day



4-Wheeler (ATV):

- Daily Rate ..... 50/day
- Weekly Rate..... 150/week
- Monthly Rate ..... 450/month

4-Wheeler with 44" Mow Deck:

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

Riding Mower:

- Daily Rate ..... 175/day
- Weekly Rate..... 525/week
- Monthly Rate ..... 1,575/month

Chain Saw:

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

Horiba Water Quality Meter:

- Daily Rate ..... 40/day
- Weekly Rate..... 120/week
- Monthly Rate ..... 360/month

Hydrogen Sulfide Meter:

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

Infrared Thermometer:

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

Micropurge Flow Cell (Groundwater):

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

Oiless Compressor and Control Box (Groundwater):

- Daily Rate ..... 75/day
- Weekly Rate..... 225/week
- Monthly Rate ..... 675/month

Earth/Resistance Tester:

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

Pitot Tube and Gauges:

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

Pressure Washer:

- Daily Rate ..... 50/day
- Weekly Rate..... 150/week
- Monthly Rate ..... 300/month

Turbidity Meter/Conductivity Meter:

- Daily Rate ..... 25/day
- Weekly Rate..... 75/week
- Monthly Rate ..... 225/month

Vacuum Air Pump:

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- MonthlyRate..... 900/month
- DownholeVideoCameraSystem..... 200/day

Weed Trimmer:

- Daily Rate ..... 25/day
- Weekly Rate..... 75/week
- Monthly Rate ..... 225/month

Safety Equipment:

- Tyvek Suit (each)..... 15/each
- Polyethylene suit (each)..... 20/each

**Rate (\$)**

- Nitrile gloves (per pair) ..... 15/each
- PVC Gloves (per pair) ..... 15/each
- Rubber booties (per pair) ..... 15/each
- Organic Vapor Cartridges (per pair)..... 20/each
- Organic Vapor/Acid Cartridges (per pair)..... 25/each
- Cartridges pre-filters (per pair)..... 15/each
- Half face respirator (each) ..... 20/day
- Full face respirator (each) ..... 25/day
- Ventilator/manhole blowers..... 25/day
- Parachute harness..... 10/day

**Tripod:**

- Daily Rate ..... 35/day
- Weekly Rate..... 105/week
- Monthly Rate ..... 315/month
- SCBA ..... 55/day

City shall reimburse Consultant its actual costs for all equipment rentals, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement. Equipment rental rates shall remain consistent for the term of the agreement.

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*CITY COUNCIL*

ITEM NO. 6.7



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and City Council Members

**FROM:** Paul J. Philips, City Manager *Paul J. Philips*

**STAFF:** Henry Martinez, Senior Vice President, Cordoba Corporation  
Michael Cruz, Project Manager, Cordoba Corporation *DC for MC*

**DATE:** January 11, 2018

**SUBJECT:** Consideration of authorization to advertise for solicitation of public bids for Project No. CIP-FAC-18-013-B, Metrolink Station Video Security System, Installation, and Commissioning Services for the City, for an estimated cost of \$64,000.00

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### **Background:**

On June 22, 2017, the Industry Public Utilities Commission ("IPUC") approved the Consideration of the Request to Publish and Receive Proposals for Video Security System design and Installation Services for the City of Industry Public Utilities Commission Facilities at the Metrolink Station located at 600 Brea Canyon Road, City of Industry. Nine bids in the response to the Request for Proposals (RFP) were received on July 31, 2017.

On August 24, 2017, the IPUC approved the rejection of the Metrolink Video Security System RFP based on the need to alter the scope of work to improve the efficiency of the video system and reduce costs.

It was later determined that because the RFP was issued for the modification of a City asset at the Metrolink Station, that subsequent requests for consideration should come before the City Council. It was also determined that due to the installation of specific equipment as given in the scope of work, a Public Works Specification would be utilized for the establishment of a contractual agreement.

City staff has prepared an updated Public Works specification for the Metrolink Station Video Security System Installation and Commissioning Services. The specification's objective is to select a low voltage contractor to install, test and commission a digital video security system based on procured equipment identified in the Specification, and that monitor the City's Metrolink Station solar generation facilities.

### **Discussion:**

At the direction of the City Staff, Cordoba Corporation has prepared specifications for the above project. This project will be implemented as Project No. CIP-FAC-18-013-B, subject to the approval by the City Council.



The scope of work calls to procure, install and commission, updated digital camera and operation equipment to replace existing analog camera system at the Metrolink Station, 600 Brea Canyon Boulevard. Tasks include, but are not limited to: new equipment is intended to construct a new digital video system that replaces components of the existing analog video system; performance testing of existing coaxial cable from each Independent Distribution Frame (IDF) to each camera location as shown to remain in the new camera layout. In the case of the failure of any camera cable segment, the contractor will replace the coaxial cable according to a unit cost per segment; connection of new video system equipment in Communication Building to existing City fiber communication line; commissioning of equipment to insure that the completed system operates to interact with the City website, and the testing and functionality of remote monitoring and video playback; commissioning equipment for system viewing-only capabilities at the existing on-site guard shack, with no camera control; replacement of the existing wireless guard shack communication link from the communication building; installation of a new monitor and computer at the guard shack; weatherproofing of all new and existing equipment installations as utilized in the new video security system; removal/disposal of existing video and security equipment, IR illuminators, exposed wiring, IDF and Control building equipment not to be utilized by the new proposed camera system; documentation for: coax cable testing reports, cable identification from each camera to each IDF, verification of equipment procured and installed, and equipment/system testing checkoffs; and training of City staff and contractors in the operation and maintenance of the video security system.

**Fiscal Impact:**

This project was budgeted and approved in the amount of \$310,000 as part of the Fiscal Year 2017-2018 budget under City Capital Improvements - Facilities Improvements-Construction Costs (Account No. 120-726-5205). The adopted budget includes both the electric vehicle charging stations and an upgrade to the existing Metrolink cameras. The engineer's estimate for the Metrolink camera upgrades is \$64,000. An additional appropriation is not required at this time for the project.

**Recommendation:**

- 1) It is hereby recommended that the City Council approve the plans and specifications and authorize the solicitation of public bids.

**Exhibits:**

- A. Notice Inviting Bids
- B. Engineer's Estimate
- C. Section A, Pages A-1 through A-10
- D. Notice of Exemption

**EXHIBIT A**

Notice Inviting Bids

[Attached]

FOR PUBLICATION

**NOTICE INVITING BIDS FOR:**

**CITY OF INDUSTRY  
PROJECT NO. CIP-FAC-18-013-B**

METROLINK STATION VIDEO SECURITY SYSTEM, INSTALLATION, AND COMMISSIONING  
SERVICES FOR THE CITY OF INDUSTRY

AGREEMENT NO. DS-18-018-B

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **1:00 P.M.** on **February 15, 2018**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal. Hard copies will no longer be available for purchase at CNC Engineering.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **C-7 - Low Voltage Systems Contractor** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.** Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

(Continued)

The Scope of Work is as follows: Procure, install and commission updated digital camera and operation equipment to replace existing analog camera system at the Metrolink Station, 600 Brea Canyon Boulevard. Tasks shall include, but not be limited to: new equipment as specified in Attachment No. 3 is intended to construct a new digital video system that replaces components of the existing analog video system; performance testing of existing coaxial cable from each Independent Distribution Frame (IDF) to each camera location as shown to remain in the new camera layout. In the case of the failure of any camera cable segment, the contractor will replace the coaxial cable according to a unit cost per segment; connection of new video system equipment in Communication Building to existing City fiber communication line; commissioning of equipment to insure that the completed system operates to interact with the City website, and the testing and functionality of remote monitoring and video playback; commissioning equipment for system viewing-only capabilities at the existing on-site guard shack, with no camera control; replacement of the existing wireless guard shack communication link from the communication building; installation of a new monitor and computer at the guard shack; weatherproofing of all new and existing equipment installations as utilized in the new video security system; removal/disposal of existing video and security equipment, IR illuminators, exposed wiring, IDF and Control building equipment not to be utilized by the new proposed camera system; documentation for: coax cable testing reports, cable identification from each camera to each IDF, verification of equipment procured and installed, and equipment/system testing checkoffs; and training of City staff and contractors in the operation and maintenance of the video security system.

Plans and Specifications are available for inspection at the City Administrative Office located at 15625 E. Stafford Street, Suite 100, City of Industry, California 91744.

One pre-bid meeting will be conducted by the Engineer at the job site on **Tuesday, January 23, 2018 10:00 a.m.** The pre-bid meeting is not mandatory but all bidders are encouraged to attend. Attendees will meet at the Metrolink Station located at 600 Brea Canyon Boulevard. All bidders are required to attend; it is mandatory to attend one of the pre-bid meetings.

**CITY OF INDUSTRY  
PROJECT NO. CIP-FAC-18-013-B**

**METROLINK STATION VIDEO SECURITY SYSTEM, INSTALLATION, AND COMMISSIONING  
SERVICES FOR THE CITY OF INDUSTRY**

**AGREEMENT NO. DS-18-018-B**

Each bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **CITY OF INDUSTRY**.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the **CITY OF INDUSTRY** dated **January 11, 2018**.

---

Diane M. Schlichting, Chief Deputy City Clerk

**EXHIBIT B**

Engineer's Estimate

[Attached]

**ESTIMATE FOR:**

**CITY OF INDUSTRY**

**PROJECT NO. CIP-FAC-18-013-B**

**METROLINK STATION VIDEO SECURITY SYSTEM, INSTALLATION, AND  
COMMISSIONING SERVICES FOR THE CITY OF INDUSTRY**

**AGREEMENT NO. DS-18-018-B**

**ENGINEER'S ESTIMATE  
\$64,000.00**

**EXHIBIT C**

Section A, Pages A-1 through A-10

[Attached]



SECTION A

**CITY OF INDUSTRY  
PROJECT NO. CIP-FAC-18-013-B**

METROLINK STATION VIDEO SECURITY SYSTEM, INSTALLATION, AND  
COMMISSIONING SERVICES FOR THE CITY OF INDUSTRY

AGREEMENT NO. DS-18-018-B

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It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal. Hard copies will no longer be available for purchase at CNC Engineering.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering and C-7 - Low Voltage Systems Contractor** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

The Scope of Work is as follows: Procure, install and commission updated digital camera and operation equipment to replace existing analog camera system at the Metrolink Station, 600 Brea Canyon Boulevard. Tasks shall include, but not be limited to: new equipment as specified in Attachment No. 3 is intended to construct a new digital video system that replaces components of the existing analog video system; performance

testing of existing coaxial cable from each Independent Distribution Frame (IDF) to each camera location as shown to remain in the new camera layout. In the case of the failure of any camera cable segment, the contractor will replace the coaxial cable according to a unit cost per segment; connection of new video system equipment in Communication Building to existing City fiber communication line; commissioning of equipment to insure that the completed system operates to interact with the City website, and the testing and functionality of remote monitoring and video playback; commissioning equipment for system viewing-only capabilities at the existing on-site guard shack, with no camera control; replacement of the existing wireless guard shack communication link from the communication building; installation of a new monitor and computer at the guard shack; weatherproofing of all new and existing equipment installations as utilized in the new video security system; removal/disposal of existing video and security equipment, IR illuminators, exposed wiring, IDF and Control building equipment not to be utilized by the new proposed camera system; documentation for: coax cable testing reports, cable identification from each camera to each IDF, verification of equipment procured and installed, and equipment/system testing checkoffs; and training of City staff and contractors in the operation and maintenance of the video security system.

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The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: DS-18-018-B - METROLINK STATION VIDEO SECURITY SYSTEM, INSTALLATION, AND COMMISSIONING SERVICES FOR THE CITY OF INDUSTRY, City Administrative Offices, 15625 E. Stafford Street, Suite 100, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond to the City and will be given a deadline to submit.

The CITY may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the CITY awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the CITY to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to execution of contract. The above bonds shall be secured by a surety company satisfactory to the CITY, and licensed as a Surety Insurer in the State of California and rated at least B+ in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

## CONTRACTOR

### INSURANCE

Prior to the beginning of and throughout the duration of the Project, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the City.

Contractor shall provide the following types and amounts of insurance:

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

**General Liability Insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

**Umbrella or Excess Liability Insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers' Compensation Insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

**Pollution Liability Insurance.** Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

**Completed Operations Coverage.** Products/completed operations coverage shall extend a minimum of ten years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the

insurer. The City, its officials, officers, agents, and employees, shall be included as insureds under the policy.

**Builder's Risk Insurance.** Upon commencement of construction and with approval of City, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the City has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and City, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to the City. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements:

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

**Duration of Coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is

a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

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

**Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

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

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

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

excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

**City's Right to Revise Requirements.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

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

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



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

#### EXPERIENCE AND SAFETY

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience, and safety record.

#### PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform to those on file at City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
  - (ii) Section 1777.4, Apprenticeship Requirements.
  - (iii) Section 1777.5, Apprenticeship Requirements.
  - (iv) Section 1813, Penalty for Failure to Pay Overtime.
  - (v) Section 1810 and 1811, Working Hour Restrictions.
  - (vi) Section 1775, Payroll Records.
  - (vii) Section 1773.8, Travel and Subsistence Pay.

#### CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.



## LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

## AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

## SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The power of attorney and the bonds must be executed by the same person, and such signatures shall be notarized.

By the order of the **CITY OF INDUSTRY** dated **January 11, 2018**.

---

Diane M. Schlichting, Chief Deputy City Clerk

**EXHIBIT D**

Notice of Exemption

[Attached]

## NOTICE OF EXEMPTION

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

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

**Project Title:** Metrolink Station Video Security System, Installation, and Commissioning Services

**Project Location - Specific:** 600 Brea Canyon Blvd. (Metrolink Station)

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

**Description of Project:** The scope of work calls to procure, install and commission, updated digital camera and operation equipment to replace existing analog camera system at the Metrolink Station, 600 Brea Canyon Boulevard.

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

**Name of Person or Agency Carrying Out Project:** City of Industry

**Exempt Status:** *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301 Class 1 (d)
- Statutory Exemptions. *State code number:*

**Reasons why project is exempt:** Section 15301 Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use. Section (d) exempts Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood. In this case the City will replace the existing outdated analog camera system at the metrolink station with a new digital camera and operation equipment system.

**Lead Agency**

**Contact Person:** Troy Helling

Telephone: (626)333-2211

Signature: \_\_\_\_\_

Date: 1-11-2018

Title: Planning and Safety Manager

*CITY COUNCIL*

ITEM NO. 6.8



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the Council Members

**FROM:** Paul J. Philips, Public Utilities Director *Paul J. Philips*

**STAFF:** Henry Martinez, Senior Vice President, Cordoba Corporation  
Lary Atherton, Senior Project Manager, Cordoba Corporation *aa*

**DATE:** January 11, 2018

**SUBJECT:** Consideration of a Design-Build Agreement with Skybridge Renewables Corporation for Design-Build for Solar Carport Canopy Power Generation System for the City, Contract No. 2017-1036, in an amount not to exceed \$398,090.

### Background:

On October 12, 2017, the City published a Request for Proposals ("RFP") for Design-Build for Solar Carport Canopy Power Generation System, via the City's PlanetBids™ portal. These services are for the design and construction of a carport canopy photovoltaic system in the parking area of the City Hall, to provide renewable energy to the City Hall Building and IMC Building.

The RFP was posted on the City's PlanetBids™ vendor portal on October 12, 2017. Thirty-two prospective bidders reviewed the RFP. Questions pertaining to the proposal were received up until November 2, 2017 at 1:00 pm in the City's PlanetBids™ vendor portal.

The RFP process closed on November 14, 2017 at 5:00 P.M., with the receipt of four (4) proposals from Klassic Engineering & Construction Inc., CABD Construction, MasTek, Inc., and Skybridge Renewables Corporation. All four (4) proposals have been reviewed for completeness, accuracy and qualifications. This review process was completed for each of the proposers by three different evaluators. The review process was achieved using the criteria categories as indicated in the RFP including qualifications, approach, price, innovation/creativity, and references.

The following table represents a summary of the proposals received and rankings:

| <b>Proposers</b>                 | <b>Bid Price</b>      | <b>Rankings</b> |
|----------------------------------|-----------------------|-----------------|
| CABD Construction                | \$875,000.00          | 3               |
| Klassic Engineering              | \$361,993.67          | 4               |
| MasTek                           | \$799,970.00          | 2               |
| Skybridge Renewables Corporation | \$398,090.00          | 1               |
| <i>Engineer's Estimate</i>       | <i>\$1,250,000.00</i> |                 |

Based on the rankings, the review committee is recommending to the City Council that Skybridge Renewables Corporation be awarded a Design-Build Agreement for these services. Skybridge Renewables is qualified, was responsive and submitted a complete proposal. References have been checked by City staff resulting in excellent recommendations from previous Skybridge Renewables employers.

**Fiscal Impact:**

The Engineer's estimate for the Design-Build for the Solar Carport Canopy Power Generation System services was \$1,250,000 which was calculated using the installed cost of \$8,000 kilowatt (1,000,000) with a 25 percent (250,000) margin of error factor. Skybridge Renewables Corporation has proposed an estimate of \$398,000 for the design and construction of the Carport Canopy Power Generation System. There was wide spread in the bid prices, from \$361,000 to \$799,970 and the engineer's estimate of \$1,250,000. The engineers estimate was determined using a price per kilowatt and included an error factor of \$250,000. The difference appears to be the vendor's ability to procure the solar panels at a lower cost, there knowledge of the solar canopy installation, and the need to only physically connect to one building.

The Solar Carport Canopy Power Generation System project is included in the FY 2017-18 Adopted CIP Budget.

**Recommendations:**

- 1) Approve and authorize the Agreement for Design-Build Services between the City and Skybridge Renewables in an amount not to exceed \$398,090.00 for the Design-Build for Solar Carport Canopy Power Generation System; and

**Exhibits:**

- A. Agreement for Design-Build between the City of Industry and Skybridge Renewables Corporation dated January 11, 2018
  - B. Request for Proposals for Design-Build for Solar Carport Canopy Power Generation System, Contract No. 2017-1036 [On File in City of Industry City Clerk's Office]
- 

PJP/LA

**EXHIBIT A**

Agreement for Design-Build between the City of Industry and Skybridge Renewables

[Attached]

## **AGREEMENT FOR DESIGN-BUILD SERVICES**

This AGREEMENT FOR DESIGN BUILD SERVICES (“Agreement”), is made and effective as of January 18, 2018 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Skybridge Renewables Corporation (“Design Builder”). The City and Design Builder are hereinafter collectively referred to as the “Parties”.

In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

### **ARTICLE 1 SCOPE OF WORK**

Design Builder shall provide all work required by the Contract Documents (the “Work”). Design Builder agrees to do additional Work arising from changes ordered by the City pursuant to the General Conditions. The Work will be performed in Phases identified as follows:

Phase 1 – Preliminary Engineering

Phase 2 – Construction Documents

Phase 3 – Construction, Start-up, and Training

### **ARTICLE 2 OPTIONS**

The City may exercise its option for performance of the Work under Phases 2 and 3 by providing a written Notice to Proceed to the Design Builder for performance under either or both of the Phases. The Option for Phase 2 may be exercised not later than 7 days after the expiration of Phase 1 Time or the acceptance by the City of the Design Development Documents under Phase 1, whichever is later. The Option for Phase 3 may be exercised not later than 7 days after the expiration of Phase 2 Time or the acceptance by the City of the Construction Documents under Phase 2, whichever is later. If Design Builder has complied with all other terms of the Contract and the City fails to exercise its Option for Phase 3 by such calculated date, the Design Builder agrees that a time extension will be its sole and complete remedy for any damage or loss incurred as a result of the delay in exercising said Option for Phase 3.

The City’s “OPTIONS” rights under this Article 2 are independent of the “Termination for Convenience” rights as set forth of the General Conditions. As such, if the City opts to not proceed with Phase 2 after the completion of Phase 1, Design Builder’s right of recovery is limited to the Contract Sum for Phase 1. If the City opts to not proceed with Phase 3 after the completion of Phases 1 and 2, Design Builder’s right of recovery is limited to the Contract Sum for Phases 1 and 2.



The City retains the right to terminate this Contract for convenience at any time in accordance with the General Conditions.

### **ARTICLE 3 COMPONENT PARTS OF THE CONTRACT**

This Agreement entered into consists of the following Contract Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- Advertisement for Design Builder Prequalification
- Request for Proposals
- Price Proposal Form
- Proposal Evaluation Process, Project Directory
- Preliminary Schedule
- Design Builder's Proposal
- Notice of Selection as Apparent Best Value Proposal
- this Agreement
- General Conditions
- Supplementary Conditions
- Exhibits
- Specifications
- List of Drawings
- Drawings
- Addenda
- Notice to Proceed
- Change Orders
- Notice of Completion
- Non-Collusion Affidavit
- Site Visit Certification
- Proposed Sub-Design Builders
- Certificate Regarding Worker's Compensation
- Drug Free Workplace Certification
- Faithful Performance Bond
- Labor and Materials Payment Bond
- Project Schedule
- Design Builder's Certificate Regarding Non-Asbestos Containing Materials

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

Collectively the Contract Documents and this Agreement constitute the entire contract of the Parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both Parties.

**ARTICLE 4  
CONTRACT SUM**

Subject to the provisions of the Contract Documents City shall pay to Design Builder, for the performance of the Work, \$13,250.00, the “Contract Sum”, for Phase 1. The City shall pay for the performance of the Work for Phases 2 and 3, if the options for said Phases are exercised, the following amounts:

Phase 2 - \$13,250.00

Phase 3 - \$371,590.00

The Design Builder will be reimbursed promptly for all reasonable costs incurred in the ordering and procurement of the generator equipment package for the Project, if after having received approval from the City to order the generator equipment package, the City fails to execute either Phase 2 or Phase 3 of the Agreement as stated herein, for any reason. In the event the City does not approve Phase 2 or 3 of the Work, the Design Builder shall, within five (5) days, of notification from the City, deliver the procured generator equipment package in new and good condition to the City at a location set forth by the City, during the City’s normal business hours.

**ARTICLE 5  
CONTRACT TIME**

Design Builder shall commence the Work for Phase 1 on the date specified in the Notice to Proceed for Phase 1 and fully complete the work within 35 days, the “Phase 1 Time.” The Contract Time at contract award is the Phase 1 Time.

The time allowed for the completion of Phases 2 and 3 shall be as follows:

Phase 2 – The Design Builder shall commence the Work for Phase 2 on the date specified in the Notice to Proceed for Phase 2 and fully complete the Work for Phase 2 within 28 days, the “Phase 2 Time.” If the City exercises its Option for Phase 2, the Phase 2 Time will be added to the then Contract Time plus any days between the completion of Phase 1 and the exercise of the Option for Phase 2 to establish a revised Contract Time for completion of Phases 1 and 2.

Phase 3 – The Design Builder shall commence the Work for Phase 3 on the date specified in the Construction Notice to Proceed for Phase 3 and fully complete the Work for Phase 3 within 126 days, the “Phase 3 Time.” If the City exercises its Option for Phase 3, the Phase 3 Time will be added to the Contract Time for completion of Phases 1 and 2, plus any days between the completion of Phase 2 and the exercise of the Option for Phase 3 to establish a revised Contract Time for completion of all Phases. In the event that the Option for Phase 3 is exercised prior to the completion of Phase 2, the revised Contract Time will be the number of days from the start of Phase 1 to the exercise of the option for Phase 3, plus the number of days specified herein for the completion of Phase 3.

By signing this agreement, Design Builder represents to City that i) the Phase 1 Time, Phase 2 Time, and Phase 3 Time are reasonable for completion of the Work of the respective Phase; ii) the Contract Time (as defined above) is reasonable for completion of the Work of all the Phases; and iii) Design Builder will complete the Work within the Contract Time.

## **ARTICLE 6 LIQUIDATED DAMAGES**

If Design Builder fails to complete the Work for Phase 2 within the Contract Time and City has not exercised its option for Phase 3, Design Builder shall pay to City, as liquidated damages and not as a penalty, the amount indicated below as "Liquidated damages daily rate for Phase 2" for each day after expiration of Contract Time that Work for Phase 2 remains incomplete. If City has exercised its option for Phase 3 and Design Builder fails to complete the Work for Phase 3 within the Contract Time, Design Builder shall pay to City, as liquidated damages and not as a penalty, the applicable amount(s) indicated below as "Liquidated damage daily rate for Phase 3" for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the liquidated damages daily rate for Phase 3 shall be reduced to the sum indicated below. City and Design Builder agree that if the Work is not completed within the Contract Time, City's damages would be extremely difficult or impracticable to determine and that said amounts indicated below are reasonable estimates of and reasonable sums for such damages. City may deduct any liquidated damages due from Design Builder from any amounts otherwise due to Design Builder under the Contract Documents. This provision shall not limit any right or remedy of City in the event of any other default of Design Builder other than failing to complete the Work within the Contract Time. This Article 6 will only apply if the City exercises its Option for Phase 2 or 3.

Liquidated damages daily rate for Phase 2 - \$500.00

Liquidated damages daily rate for Phase 3 - \$500.00 (on or before Substantial Completion)

Liquidated damages daily rate for Phase 3 - \$500.00 (after Substantial Completion)

## **ARTICLE 7 COMPENSABLE DELAY**

If Design Builder is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum indicated below per day for each day for which such compensation is payable. This Article 7 will apply only if the City exercises its Option for the applicable Phase and only to the extent that Design Builder fulfills requisites proving entitlement to Compensable Delay.

Compensable delay daily rate for Phase 2 - \$500.00

Compensable delay daily rate for Phase 3 - \$500.00

**ARTICLE 8  
WORK PRODUCT ASSIGNMENT**

If this Agreement is terminated prior to the exercise of the City's Option for Phase 3, the Design Builder shall execute an assignment to the City of all contracts with Design Professionals for work to be performed on Phases 1 and 2.

**ARTICLE 9  
PREVAILING WAGES**

A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform with those posted at City Hall and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

- (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- (ii) Section 1777.4, Apprenticeship Requirements.
- (iii) Section 1777.5, Apprenticeship Requirements.
- (iv) Section 1813, Penalty for Failure to Pay Overtime.
- (v) Section 1810 and 1811, Working Hour Restrictions.
- (vi) Section 1775, Payroll Records.
- (vii) Section 1773.8, Travel and Subsistence Pay.

**ARTICLE 10  
RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the City and the Design Builder shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 11  
CERTIFICATIONS**

Design Builder shall maintain an A General Engineering License, B General Building License, C-7 Low Voltage License, C-10 Electrical License, C-46 Solar License, and C-51 Structural Steel License during the term of this Agreement.

**ARTICLE 12  
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Design Builder no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the Work has then been completed, and the Agreement fully performed.

**ARTICLE 13  
DESIGN BUILDER'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event Design Builder fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the Design Builder for a period of three (3) calendar days after receipt of written demand from City or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the City may exclude the Design Builder from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the City to another Design Builder or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the City, shall be a charge against the Design Builder, and may be deducted from any money due or becoming due to Design Builder from the City, or the Design Builder shall pay the City the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should Design Builder fail to pay in full any said cost incurred by the City.

**ARTICLE 14  
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

Design Builder shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss,

damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Design Builder's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement. Should conflict of interest principles preclude a single legal counsel from representing both City and Design Builder, or should City otherwise find Design Builder's legal counsel unacceptable, then Design Builder shall reimburse the City its costs of defense, including without limitation reasonable legal counsel's fees, expert fees and all other costs and fees of litigation. Design Builder shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Design Builder's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Design Builder obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City. However, without affecting the rights of City under any provision of this agreement, Design Builder shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Design Builder will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

## **ARTICLE 15 INSURANCE**

Prior to the beginning of and throughout the duration of the Project, Design Builder and its subcontractor shall maintain insurance in conformance with the requirements set forth below. Design Builder will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Design Builder agrees to amend, supplement or endorse the existing coverage to do so.

Design Builder acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Design Builder or its subcontractor in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the City.

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

- 15.01 **General liability insurance.** Design Builder shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
- 15.02 **Automobile liability insurance.** Design Builder shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Design Builder arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- 15.03 **Umbrella or excess liability insurance.** Design Builder shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
  - Pay on behalf of wording as opposed to reimbursement;
  - Concurrency of effective dates with primary policies;
  - Policies shall “follow form” to the underlying primary policies; and
  - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- 15.04 **Professional liability (errors & omissions) insurance.** Design Builder shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Design Builder agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- 15.05 **Workers’ compensation insurance.** Design Builder shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Design Builder ’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Design Builder shall require each subcontractor to similarly maintain Workers’

Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

15.06 **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a Design Builder's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

15.07 **Completed Operations Coverage.** Products/completed operations coverage shall extend a minimum of ten years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent Design Builders. If the insured is using subcontractor, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as insureds under the policy.

15.08 **Builder's risk insurance.** Upon commencement of construction and with approval of City, Design Builder shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the City has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Design Builder and City, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Design Builder shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to the City. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents



and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving Design Builder), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements:

- 15.08 **Proof of insurance.** Design Builder shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 15.09 **Duration of coverage.** Design Builder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Design Builder, his agents, representatives, employees or subcontractor. Design Builder must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 15.10 **Primary/noncontributing.** Coverage provided by Design Builder shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 15.11 **City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Design

Builder or the City will withhold amounts sufficient to pay premium from Design Builder payments. In the alternative, the City may cancel this Agreement.

- 15.12 **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.
- 15.13 **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Design Builder or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Design Builder hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 15.14 **Enforcement of contract provisions (non estoppel).** Design Builder acknowledges and agrees that any actual or alleged failure on the part of the City to inform Design Builder of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- 15.15 **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Design Builder maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Design Builder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 15.16 **Notice of cancellation.** Design Builder agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 15.17 **Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 15.18 **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to City and approved of in writing.

- 15.19 **Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Design Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 15.20 **Pass Through Clause.** Design Builder agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Design Builder, provide the same minimum insurance coverage and endorsements required of Design Builder. Design Builder agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Design Builder agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- 15.21 **City's right to revise requirements.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Design Builder a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to Design Builder, City and Design Builder may renegotiate Design Builder's compensation.
- 15.22 **Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.
- 15.23 **Timely notice of claims.** Design Builder shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Design Builder's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 15.24 **Additional Insurance.** Design Builder shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

## ARTICLE 16 CONTRACTOR'S LICENSE

Design Builder must possess at the time of bid submittal, and throughout the Project duration, a Contractor's License, of the classification required to prosecute the work, issued by the State of California, which is current and in good standing. Design Builder shall ensure that any

subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

## **ARTICLE 17 PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

## **ARTICLE 18 DESIGN BUILDER'S COVENANTS AND REPRESENTATIONS**

Without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, the Design Builder makes the following covenants and representations to City:

- 18.1 Design Builder and all of its Design Professionals and subcontractor are properly certificated, licensed and qualified to perform the Work required by the Contract Documents.
- 18.2 Design Builder accepts the relationship of trust and confidence with the City established by the Contract Documents. Design Builder will cooperate with City.
- 18.3 Design Builder and its Design Professionals have carefully examined the site of the Project and the adjacent areas, have suitably investigated the nature and location of the Construction Work and have satisfied themselves as to the general and local conditions which will be applicable, including but not limited to: (1) conditions related to site access and to the transportation, disposal, handling and storage of materials; (2) the availability of labor, water, power and roads; (3) normal weather conditions; (4) observable physical conditions at the site and existing site conditions including: size, utility capacities and connection options of external utilities; (5) the surface conditions of the ground and (6) the character and availability of the equipment and facilities which will be needed prior to and during the performance of Construction Work.
- 18.4 Design Builder and its Design Professionals have suitably reviewed the site survey, record documents, seismic data, preliminary geotechnical and other test reports, environmental documents and any other documentation furnished by City in the Exhibits.

- 18.5 Design Builder and its Design Professionals have carefully reviewed the following exhibits to the Design Build Contract: (1) Scope of Work (including Applicable Codes, Rules and Regulations, Energy Requirements, etc.); (2) the Performance Specifications; (3) Project Program; and (4) Schematic Drawings. Design Builder acknowledges that these Exhibits establish the scope, level of quality, design intent and the procedures for the development of the design to a state of 100% completion.
- Design Builder agrees that (1) the Exhibits depict and describe a design for the Project which is partially complete and may vary in degree of completion from 5% to 95% depending on the particular Project; (2) it will manage, coordinate and fully complete the design; (3) Design Builder will cause its Design Professionals to describe and depict the final design for the Project, as approved by the City, in Construction Documents which will include all information required by the building trades to complete the construction (other than such details customarily developed by others during construction) and (4) it will manage and timely construct the Project in consideration for the City's payment of the Contract Sum.
- 18.6 Design Builder and its Design Professionals have reviewed the Preliminary Schedule attached to the Request for Proposals and agree that the design and construction tasks and milestones are reasonable and feasible, except as modified by Design Builder's Proposed Contract Schedule, approved by City. Design Builder also agrees that time is of the essence for the performance of the Work.
- 18.7 Design Builder agrees that all Construction Documents will be complete, coordinated, and accurate.
- 18.8 Design Builder agrees that all materials, equipment and furnishings incorporated into or used in the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents) and free of liens, claims and security interests of third parties. If required by the City, Design Builder will furnish satisfactory evidence as to the kind and quality of the materials, equipment and furnishings.
- 18.9 Design Builder agrees that the Work will be of good quality, free of defects and will conform with the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized by the City in advance, may be considered defective.
- 18.10 Design Builder agrees to correct any error(s), omission(s), or deficiencies in the Contract Documents or Construction Documents at no additional cost to City; however, this provision in no way limits the liability of Design Builder.

**ARTICLE 19**  
**SUBSURFACE HAZARDOUS MATERIALS**

In the event trenches or other excavations extend deeper than four (4) feet below the surface, the Design Builder shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- 19.01 Material that the Design Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
- 19.02 Subsurface or latent physical conditions at the site differing from those indicated.
- 19.03 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Agreement.
- 19.04 Upon receipt of said notification the City will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Design Builder's cost of or the time required for performance of any part of the work, the City will issue a change order under the procedures described in the General Conditions.
- 19.05 In the event that a dispute arises between the City and the Design Builder whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Design Builder shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Design Builder shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

**ARTICLE 20**  
**INDEPENDENT CONTRACTOR**

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

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

## **ARTICLE 21 LEGAL RESPONSIBILITIES**

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

## **ARTICLE 22 UNDUE INFLUENCE**

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

## **ARTICLE 23 NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

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

## **ARTICLE 24 RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Design Builder in performance of this Agreement shall be considered confidential and shall not be released by Design Builder without City's prior written

authorization. Design Builder, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

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

## **ARTICLE 26 NOTICES**

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

|                    |   |
|--------------------|---|
| To City:           | City of Industry<br>15625 E. Stafford, Suite 100<br>City of Industry, CA 91744<br><br>Attention: City Manager                   |
| With a Copy To:    | James M. Casso, City Attorney<br>Casso & Sparks, LLP<br>13200 Crossroads Parkway North, Suite 345<br>City of Industry, CA 91746 |
| To Design Builder: | Paul Carey, Principal<br>Skybridge Renewables Corporation<br>1407 N. Batavia Suite 118<br>Orange, CA 92867                      |



**ARTICLE 27  
ASSIGNMENT**

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

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

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

**ARTICLE 28  
GOVERNING LAW/ATTORNEYS' FEES**

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

**ARTICLE 29  
SEVERABILITY**

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

**ARTICLE 30  
COUNTERPARTS**

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

**ARTICLE 31  
CAPTIONS**

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

**ARTICLE 32  
WAIVER**

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

**ARTICLE 33  
REMEDIES**

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

**ARTICLE 34  
CORPORATION IN GOOD STANDING**

If Design Builder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Miguel Angeles Soto whose title is President, is authorized to act for and bind the corporation.

**ARTICLE 35  
AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

“CITY”  
City of Industry

“DESIGN BUILDER”  
Skybridge Renewables Corporation

By: \_\_\_\_\_  
Mark Radecki,  
Mayor

Corporation  
\_\_\_\_\_  
(Type of Organization)

By: \_\_\_\_\_  
(Signature)

Attest:

Paul D. Carey  
\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
Diane M. Schlichting,  
Chief Deputy City Clerk

Principal  
\_\_\_\_\_  
(Title)

Approved as to form:

Design Builder’s Contractor License(s):

Skybridge Renewables Corporation  
\_\_\_\_\_  
(Name of Licensee)

By: \_\_\_\_\_  
James M. Casso,  
City Attorney

B, C-10, No. 988619  
\_\_\_\_\_  
(Classification and License Number)

November 13, 2019  
\_\_\_\_\_  
(Expiration Date)

Design-Builder’s Employer Identification No.

46-5160699  
\_\_\_\_\_

Attachment 1: Request for Proposals

Attachment 2: Design Builder’s Proposal

Attachment 1  
Request for Proposals

Attachment 2  
Design Builder's Proposal

**EXHIBIT B**

Request for Proposals for Design-Build for Solar Carport Canopy Power Generation System, Contract No. 2017-1036 [On File in City of Industry City Clerk's Office]

[Attached]

*CITY COUNCIL*

ITEM NO. 6.9



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Paul J. Philips, City Manager *Paul J. Philips*

**STAFF:** Alex Gonzalez, Director of Development Services and Administration *AG*  
Roberto Ramirez, Contract City Engineer, Cordoba Corporation  
Sonia Babian, Project Manager, Cordoba Corporation

**DATE:** January 11, 2018

**SUBJECT:** Consideration of Award of Agreement No. DS-18-022-B, Phase 1 Hudson (YAL) Tenant Building Improvements, to Golden Gate Steel, Inc., in the amount of \$204,298.36.

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### Background:

On November 6, 2017, the City Council authorized solicitation of public bids for Phase 1 Hudson (YAL) Tenant Building Improvements project for an estimated cost of \$260,000.00. This project was bid to procure a contractor to provide, interior and exterior tenant improvements at Los Angeles County Sheriff's Department Youth Activities League Building, 205 N. Hudson Avenue, City of Industry.

Work will include but is not limited to installation of new 2' x 4' and 2' x 2' flat panel LED fixtures, removal and replacement of carpet and base, removal and replacement of asbestos containing vinyl flooring and mastic, replacement of entrance doors, replacement of ceiling tiles, installation of owner supplied new exterior awnings, upgrades to door hardware, interior and exterior painting, removal and replacement of new supply and return registers, and repairs to existing foil insulation.

The bid was posted on November 6, 2017 in the City's PlanetBids™ vendor portal and an email notification was sent to 23 vendors. The bid was viewed by 20 prospective bidders. The appropriate trade journals were notified on November 6, 2017. The bid was advertised on November 9, 2017 and November 16, 2017 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until December 11, 2017 at 11:00 a.m. in the City's Planetbids™ vendor portal.

### Discussion:

The bid process closed on December 11, 2017. Five (5) bids were received from the following entities: Golden Gate Steel Inc., All American Construction Corporation, H2M Construction Inc., A J Fistes Corporation and RS Construction and Development. The review of bids has found that Golden Gate Steel Inc. has submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete



this project. Below is a table of all bidders and their prices, showing that Golden Gate Steel Inc. is the lowest bidder.

The following table represents a summary of the bids received:

| Bidder                                | Bid Price    |
|---------------------------------------|--------------|
| Golden Gate Steel Inc.                | \$204,298.36 |
| All American Construction Corporation | \$234,500.00 |
| H2M Construction Inc.                 | \$235,600.00 |
| A J Fistes Corporation                | \$239,557.00 |
| RS Construction and Development       | \$316,798.00 |

The Engineer's Estimate for this project was \$260,000.00. The bid price from Golden Gate Steel Inc. was \$ 204,298.36. A 10% contingency has been included with the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the project is \$245,158.32.

The following table represents a project summary:

|  |                     |
|--|---------------------|
| Golden Gate Steel Inc. Base Bid          | \$204,298.36        |
| Contingency Allowance (10%)              | \$20,429.84         |
| Contract Administration/Inspection (10%) | \$20,429.84         |
| <b>Total Cost:</b>                       | <b>\$245,158.32</b> |

**Fiscal Impact:**

Appropriate \$245,158.32 from the 2015 Sales Tax Bond Proceeds to the City Capital Improvements – Facility Improvements – Construction Costs (Account No. 120.726.5205).

**Recommendation:**

1. City staff recommends that the City Council consider the results of the Phase 1 Hudson (YAL) Tenant Building Improvements bid and award the bid to Golden Gate Steel Inc.; and
2. Appropriate \$245,158.32 from the 2015 Sales Tax Bond Proceeds to the City Capital Improvements – Facility Improvements – Construction Costs (Account No. 120.726.5205).

**Exhibit:**

- A. Bid Results
- B. Bid Schedule Packet (Pages C-5 through C-12)
- C. Contractor's State of California and Department of Industrial Relations License Detail

**EXHIBIT A**

Bid Results

[Attached]

Bid Results for Project Phase 1 Hudson (YAL) Building Tenant Improvements (CITY-1441)

Issued on 11/06/2017

Bid Due on December 11, 2017 11:00 AM (Pacific)

**Line Totals (Unit Price \* Quantity)**

| Item No. | Section   | Description  | Unit of Measure | Qty. | Golden Gate Steel, Inc. - |                     | All American Contracting Corp. - Unit Price | All American Contracting Corp. - Line Total | H2M inc - Unit Price | H2M Construction inc - Line Total | A J Fistes Corporation - Unit Price | A J Fistes Corporation - Line Total | RS Construction & Development - Unit Price | RS Construction & Development - Line Total |
|----------|-----------|--|-----------------|------|---------------------------|---------------------|---|---|----------------------|-----------------------------------|-------------------------------------|-------------------------------------|--|--|
|          |           |  |                 |      | Unit Price                | Line Total          | Price                                       | Total                                       | Price                | Total                             | Price                               | Line Total                          | Price                                      | Line Total                                 |
| 1        | Section 1 | Mobilization   | LS              | 1    | \$4,625.00                | \$4,625.00          | \$6,000.00                                  | \$6,000.00                                  | \$30,000.00          | \$30,000.00                       | \$5,000.00                          | \$5,000.00                          | \$35,000.00                                | \$35,000.00                                |
| 2        | Section 1 | Moving equipment and furnishings   | LS              | 1    | \$10,020.00               | \$10,020.00         | \$2,800.00                                  | \$2,800.00                                  | \$29,000.00          | \$29,000.00                       | \$4,000.00                          | \$4,000.00                          | \$15,600.00                                | \$15,600.00                                |
| 3        | Section 1 | Installation of new 2' x 4' and 2' x 2' flat panel LED fixtures          | EA              | 56   | \$879.00                  | \$49,224.00         | \$625.00                                    | \$35,000.00                                 | \$300.00             | \$16,800.00                       | \$1,056.00                          | \$59,136.00                         | \$685.00                                   | \$38,360.00                                |
| 4        | Section 1 | Removal and replacement of carpet and base                               | SF              | 3400 | \$10.15                   | \$34,510.00         | \$8.00                                      | \$27,200.00                                 | \$8.00               | \$27,200.00                       | \$10.30                             | \$35,020.00                         | \$19.81                                    | \$67,354.00                                |
| 5        | Section 1 | Removal and replacement of asbestos containing vinyl flooring and mastic | SF              | 5500 | \$8.24                    | \$45,320.00         | \$8.50                                      | \$46,750.00                                 | \$8.00               | \$44,000.00                       | \$10.80                             | \$59,400.00                         | \$6.00                                     | \$33,000.00                                |
| 6        | Section 1 | Replacement of entrance doors  | EA              | 1    | \$11,557.73               | \$11,557.73         | \$16,483.00                                 | \$16,483.00                                 | \$8,000.00           | \$8,000.00                        | \$4,000.00                          | \$4,000.00                          | \$12,500.00                                | \$12,500.00                                |
| 7        | Section 1 | Replacement of ceiling tiles   | SF              | 3400 | \$2.89                    | \$9,826.00          | \$7.25                                      | \$24,650.00                                 | \$6.00               | \$20,400.00                       | \$6.90                              | \$23,460.00                         | \$8.00                                     | \$27,200.00                                |
| 8        | Section 1 | Installation of owner furnished new exterior awnings                     | EA              | 2    | \$770.52                  | \$1,541.04          | \$2,700.00                                  | \$5,400.00                                  | \$4,000.00           | \$8,000.00                        | \$7,200.00                          | \$14,400.00                         | \$5,500.00                                 | \$11,000.00                                |
| 9        | Section 1 | Replacement of door hardware   | EA              | 13   | \$177.81                  | \$2,311.53          | \$450.00                                    | \$5,850.00                                  | \$1,000.00           | \$13,000.00                       | \$877.00                            | \$11,401.00                         | \$1,200.00                                 | \$15,600.00                                |
| 10       | Section 1 | Interior and exterior painting   | SF              | 5000 | \$5.74                    | \$28,700.00         | \$10.67                                     | \$53,350.00                                 | \$6.00               | \$30,000.00                       | \$2.80                              | \$14,000.00                         | \$8.50                                     | \$42,500.00                                |
| 11       | Section 1 | Removal and replacement of new supply and return registers               | EA              | 13   | \$355.62                  | \$4,623.06          | \$525.00                                    | \$6,825.00                                  | \$400.00             | \$5,200.00                        | \$580.00                            | \$7,540.00                          | \$375.00                                   | \$4,875.00                                 |
| 12       | Section 1 | Repairs to existing foil insulation                                      | SF              | 400  | \$5.10                    | \$2,040.00          | \$10.48                                     | \$4,192.00                                  | \$10.00              | \$4,000.00                        | \$5.50                              | \$2,200.00                          | \$34.50                                    | \$13,800.00                                |
|          |           |  |                 |      | Subtotal                  | \$204,298.36        |   | \$234,500.00                                |                      | \$235,600.00                      |                                     | \$239,557.00                        |  | \$316,789.00                               |
|          |           |  |                 |      | <b>Total</b>              | <b>\$204,298.36</b> |   | <b>\$234,500.00</b>                         |                      | <b>\$235,600.00</b>               |                                     | <b>\$239,557.00</b>                 |  | <b>\$316,789.00</b>                        |

**EXHIBIT B**

Bid Schedule Packet (Pages C-5 through C-12)

[Attached]

**SECTION C  
BID SCHEDULE**

PLEASE NOTE THAT UNIT  
PRICES SHALL ONLY BE  
ENTERED ONLINE WITHIN THE  
PLANETBIDS™ SOFTWARE

FOR

CITY OF INDUSTRY  
PROJECT NO. 441

PHASE 1 HUDSON (YAL) BUILDING TENANT IMPROVEMENTS

CONTRACT NO. CITY-1441

BIDDER: Golden Gate Steel, Inc. DBA Golden Gate Construction

Hereby proposes to construct the above-named project in accordance with the plans and specifications for the following prices:

**SCHEDULE OF WORK ITEMS**

| NO. | DESCRIPTION  | APPROX. QTY | UNIT MEAS. | UNIT PRICE | TOTAL |
|-----|--|-------------|------------|------------|-------|
| 1.  | Mobilization   | 1           | LS         |            |       |
| 2.  | Moving equipment and furnishings   | 1           | LS         |            |       |
| 3.  | Installation of new 2' x 4' and 2' x 2' flat panel LED fixtures          | 56          | EA         |            |       |
| 4.  | Removal and replacement of carpet and base                               | 3,400       | SF         |            |       |
| 5.  | Removal and replacement of asbestos containing vinyl flooring and mastic | 5,500       | SF         |            |       |
| 6.  | Replacement of entrance doors  | 1           | EA         |            |       |
| 7.  | Replacement of ceiling tiles   | 3,400       | SF         |            |       |
| 8.  | Installation of owner furnished new exterior awnings                     | 2           | EA         |            |       |
| 9.  | Replacement of door hardware   | 13          | EA         |            |       |
| 10. | Interior and exterior painting   | 5,000       | SF         |            |       |
| 11. | Removal and replacement of new supply and return registers               | 13          | EA         |            |       |

| NO.         | DESCRIPTION                         | APPROX. QTY | UNIT MEAS. | UNIT PRICE | TOTAL |
|-------------|-------------------------------------|-------------|------------|------------|-------|
| 12.         | Repairs to existing foil insulation | 400         | SF         |            |       |
| GRAND TOTAL |                                     |             |            |            |       |

I hereby certify that on Nov. 16, 2017, Rick Chung  
(Print Name)  
 examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in this Bid Schedule.

By:

Golden Gate Steel, Inc. DBA Golden Gate Construction

CONTRACTOR NAME

yohann.goldengate@gmail.com

EMAIL ADDRESS

1000016071

DIR #

Yohann Chang / President

PRINT NAME

SIGNATURE

Bid Results for Project Phase 1 Hudson (YAL) Building Tenant Improvements (CITY-1441)

Issued on 11/06/2017

Bid Due on December 11, 2017 11:00 AM (Pacific)

**Line Totals (Unit Price \* Quantity)**

| Item No. | Section   | Description  | Unit of Measure | Qty. | Golden Gate Steel, Inc. - Unit Price | Golden Gate Steel, Inc. - Line Total |
|----------|-----------|--|-----------------|------|--------------------------------------|--------------------------------------|
| 1        | Section 1 | Mobilization   | LS              | 1    | \$4,625.00                           | \$4,625.00                           |
| 2        | Section 1 | Moving equipment and furnishings   | LS              | 1    | \$10,020.00                          | \$10,020.00                          |
| 3        | Section 1 | Installation of new 2' x 4' and 2' x 2' flat panel LED fixtures          | EA              | 56   | \$879.00                             | \$49,224.00                          |
| 4        | Section 1 | Removal and replacement of carpet and base                               | SF              | 3400 | \$10.15                              | \$34,510.00                          |
| 5        | Section 1 | Removal and replacement of asbestos containing vinyl flooring and mastic | SF              | 5500 | \$8.24                               | \$45,320.00                          |
| 6        | Section 1 | Replacement of entrance doors  | EA              | 1    | \$11,557.73                          | \$11,557.73                          |
| 7        | Section 1 | Replacement of ceiling tiles   | SF              | 3400 | \$2.89                               | \$9,826.00                           |
| 8        | Section 1 | Installation of owner furnished new exterior awnings                     | EA              | 2    | \$770.52                             | \$1,541.04                           |
| 9        | Section 1 | Replacement of door hardware   | EA              | 13   | \$177.81                             | \$2,311.53                           |
| 10       | Section 1 | Interior and exterior painting   | SF              | 5000 | \$5.74                               | \$28,700.00                          |
| 11       | Section 1 | Removal and replacement of new supply and return registers               | EA              | 13   | \$355.62                             | \$4,623.06                           |
| 12       | Section 1 | Repairs to existing foil insulation                                      | SF              | 400  | \$5.10                               | \$2,040.00                           |
|          |           |  |                 |      | Subtotal                             | \$204,298.36                         |
|          |           |  |                 |      | <b>Total</b>                         | <b>\$204,298.36</b>                  |

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

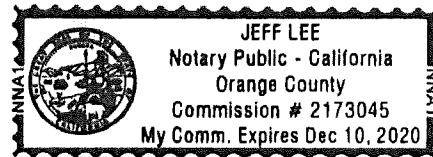
On December 11, 2017 before me, Jeff Lee, a Notary Public  
(insert name and title of the officer)

personally appeared Yohann Chang,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





**BID SCHEDULE**

CITY OF INDUSTRY  
PROJECT NO. 441

PHASE 1 HUDSON (YAL) BUILDING TENANT IMPROVEMENTS

CONTRACT NO. CITY-1441

**PLEASE NOTE:** This page was intentionally left blank. After the bid has been awarded, it will be replaced with the awardee's Bid Results from Planetbids™

## BIDDER'S INFORMATION SHEET

- Receipt of any addenda shall be acknowledged only online through the PlanetBids™ software.

RETENTION MONEY OPTION: Please initial one of the following options.

- YC  
(Initials) 1. I will provide securities in lieu of monies to be withheld to ensure performance under the contract as per Section D63, General Provisions.
- \_\_\_\_\_  
(Initials) 2. I will not provide securities in lieu of monies to ensure performance under the contract.

The undersigned, as bidder, declares as follows:

1. The only persons or parties interested in this proposal as principals are those named herein;
2. This proposal is made without collusion with any other person, firm or corporation;
3. We have carefully examined the location of the proposed work, the attached proposed form of contract, and the plans therein referred to; and
4. We propose and agree, if this Proposal is accepted, that we will contract with the City of Industry in the form of the copy of the contract attached hereto;
5. We will provide all necessary machinery, tools, apparatus and other means of construction and/or maintenance;
6. We will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the City Engineer as therein set forth; and
7. This bid is sufficient to allow us to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided; and
8. We will take in full payment therefore in the amounts shown on the Bid Schedule.

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 11 day of December, 2017.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Golden Gate Steel, Inc.  
DBA Golden Gate Construction

\_\_\_\_\_  
Bidder

6481 Orangethorpe Ave. Suite 26

\_\_\_\_\_  
Mailing Address

Buena Park, CA 90620

\_\_\_\_\_  
City/State/Zip

( 714 ) 266-0224

\_\_\_\_\_  
Telephone

( 844 ) 272-9660

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature

Yohann Chang

\_\_\_\_\_  
Print Name

President

\_\_\_\_\_  
Title

776708 / B

\_\_\_\_\_  
License No./Class

10/31/2018

\_\_\_\_\_  
Expiration Date

Underline one of the following: The Bidder is a (Partnership)/(Corporation)/(Individual).

The names of all persons, firms or corporations interested in this bid are: (See Section B, Page B-2, and Item 4 - Signature of Bid).

**AFFIX CORPORATE SEAL**

Yohann Chang / President

Yohann Chang / Secretary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note: All signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

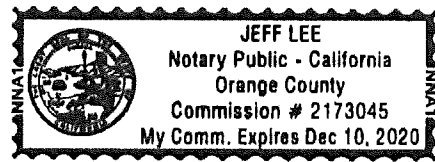
On December 11, 2017 before me, Jeff Lee, a Notary Public  
(insert name and title of the officer)

personally appeared Yohann Chang,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

CITY OF INDUSTRY CITY OF INDUSTRY  
PROJECT NO. 441

PHASE 1 HUDSON (YAL) BUILDING TENANT IMPROVEMENTS

CONTRACT NO. CITY-1441

Yohann Chang, being first duly sworn, deposes and says that  
Name

he or she is President, of Golden Gate Steel, Inc. DBA Golden Gate Construction,  
Title Name of Firm

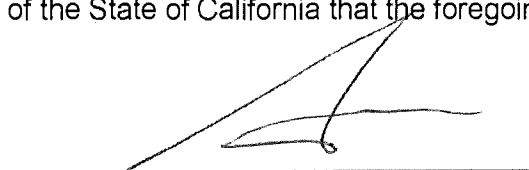
776708 B, C8, C23, C51, C61/D28, D39  
License Number Classification

10/31/2018  
Expiration Date

The party making the foregoing bid, is a licensed contractor and understands the information shown above shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the CITY OF INDUSTRY.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dec. 11, 2017  
DATE

  
SIGNATURE

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

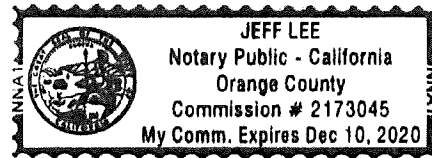
On December 11, 2017 before me, Jeff Lee, a Notary Public  
(insert name and title of the officer)

personally appeared Yohann Chang  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**BIDDER'S LIST OF CONSTRUCTION TRADES**

In submitting this bid for the following project:

CITY OF INDUSTRY  
PROJECT NO. 441

PHASE 1 HUDSON (YAL) BUILDING TENANT IMPROVEMENTS

CONTRACT NO. CITY-1441

Golden Gate Steel, Inc. DBA Golden Gate Construction certifies that:  
Bidder

The following listed construction trades will be used in the work.

Custom Air Conditioning, Inc. / Cerritos, CA / Lic. #919945 / DIR #1000028607

Abatement / A&V Contractors Inc / Fullerton, CA / Lic. #845252 / DIR #1000004424


Tee-Bar / Hamilton Ceiling Systems, Inc. / San Bernardino, CA / Lic. #787546 / DIR #1000039442

Flooring / Hoover Co. / Fontana, CA / Lic. #178283 / DIR #1000006421

Electrical / KP Electrica Co., Inc. / Buena Park, CA / Lic. #1000909 / DIR #1000050610

Storefront / Hangil Glass / Gardena, CA / Lic. #948840 / DIR #1000018396

Paint / K2 Painting / Fullerton, CA / Lic. #1004198 / DIR #1000038646

  
\_\_\_\_\_  
Signature of Authorized  
Representative of Bidder

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California  
County of Orange )

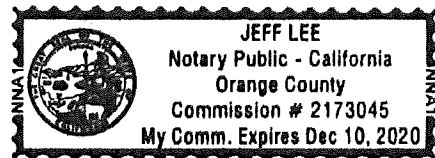
On December 11, 2017 before me, Jeff Lee, a Notary Public  
(insert name and title of the officer)

personally appeared Yohann Chang,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal).





**NON-COLLUSION DECLARATION**

CITY OF INDUSTRY  
PROJECT NO. 441

PHASE 1 HUDSON (YAL) BUILDING TENANT IMPROVEMENTS

CONTRACT NO. CITY-1441

CONTRACTOR:

Golden Gate Steel, Inc. DBA Golden Gate Construction

BUSINESS ADDRESS:

6481 Orangethorpe Ave. Suite 26

Buena Park, CA 90620

In submitting this bid for the project:

I, Yohann Chang, state that I have not directly or indirectly,  
(Name)  
entered into any agreement, participated in any collusion or otherwise taken any action in restraint  
of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct. Executed at Buena Park, Orange County,

California, this 11 day of December, 2017.

  
\_\_\_\_\_  
SIGNATURE

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California  
County of Orange

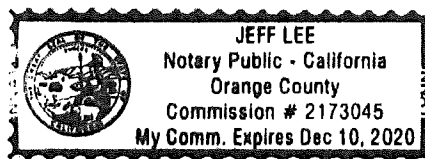
On December 11, 2017 before me, Jeff Lee, a Notary Public  
(insert name and title of the officer)

personally appeared Yohann Chang  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**SUBCONTRACTORS LISTING**

CITY OF INDUSTRY  
PROJECT NO. 441

PHASE 1 HUDSON (YAL) BUILDING TENANT IMPROVEMENTS

CONTRACT NO. CITY-1441

(See Paragraph 14 - Instructions to Bidders)

- Please note that subcontractors are to be submitted online only using the Planetbids™ software.

**BID BOND**

PROJECT NO. 441  
PHASE 1 HUDSON (YAL) BUILDING TENANT IMPROVEMENTS

CONTRACT NO. CITY-1441

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_  
Golden Gate Steel, Inc. dba Golden Gate Construction as BIDDER, and \_\_\_\_\_  
American Contractors Indemnity Company, a corporation organized  
and existing under the laws of the State of California, and duly authorized to transact  
business under the laws of the State of California, as SURETY, are held and firmly bound unto  
the City of Industry ("CITY"), in the penal sum of Ten Percent of the Total Amount of the Bid [IN WORDS]  
dollars (\$ 10% ), which is 10 percent of the total amount bid by BIDDER to CITY for  
the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound,  
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit  
a bid to CITY for the above-stated project, if said bid is rejected, or if said bid is accepted and a  
contract is awarded and entered into by BIDDER in the manner and time specified, then this  
obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this  
11th day of December, 2017.

**BIDDER:**

**SURETY:**

Name: Golden Gate Steel, Inc. dba Golden Gate Construction Name: American Contractors Indemnity Company

Address: 19826 S. Alameda St.

Address: 801 S. Figueroa St., Suite 700

Rancho Dominguez, CA, 90221

Los Angeles, CA, 90017

By: *Johana Chavez*

By: Patricia Zenizo

Signature: \_\_\_\_\_

Signature: *Patricia Zenizo*

Type Name and Title: President

Type Name and Title: Attorney-In-Fact, Patricia Zenizo

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

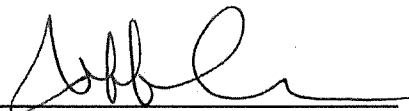
State of California  
County of Orange

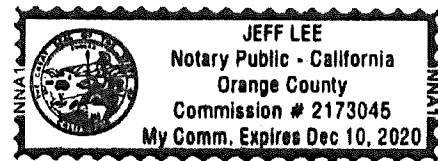
On December 11, 2017 before me, Jeff Lee, a Notary Public  
(insert name and title of the officer)

personally appeared Yohann Chang,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

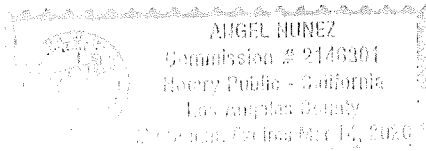
On December 11, 2017 before me, Angel Nunez, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Patricia Zenizo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Patricia Zenizo, Pietro Micciche or Angel Nunez of Los Angeles, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

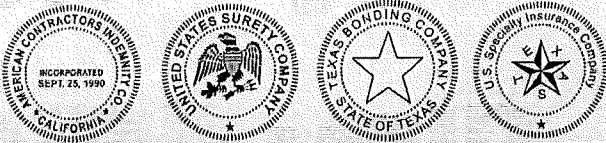
*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

  
Daniel P. Aguilar, Vice President

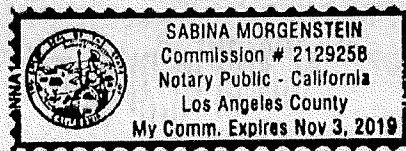
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature  (Seal)

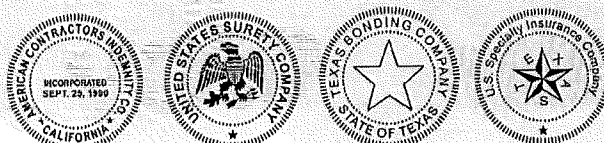


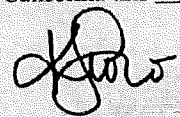
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of December, 2017.

Corporate Seals

Bond No. BB  
Agency No. 3057



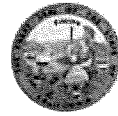
  
Kio Lo, Assistant Secretary

**EXHIBIT C**

Contractor's State of California and Department of Industrial Relations License Detail

[Attached]





# Contractor's License Detail for License # 776708

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.  
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.  
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.  
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 12/11/2017 3:17:42 PM

### Business Information

GOLDEN GATE STEEL INC  
dba GOLDEN GATE CONSTRUCTION

6481 ORANGETHROPE AVE  
SUITE 26  
BUENA PARK, CA 90620  
Business Phone Number:(714) 266-0224

**Entity** Corporation  
**Issue Date** 03/28/2000  
**Reissue Date** 10/18/2000  
**Expire Date** **10/31/2018**

### License Status

**This license is current and active.**

All information below should be reviewed.

### Classifications

C23 - ORNAMENTAL METALS  
C-61 / D28 - DOORS, GATES AND ACTIVATING DEVICES  
C51 - STEEL, STRUCTURAL  
C-61 / D39 - SCAFFOLDING  
C-8 - CONCRETE  
B - GENERAL BUILDING CONTRACTOR

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

**Bond Number:** SCS6041653  
**Bond Amount:** \$15,000  
**Effective Date:** 01/01/2016  
Contractor's Bond History

#### Bond of Qualifying Individual

The qualifying individual YOHANN HUIYOL CHANG certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 03/25/2008  
BQI's Bond History

### Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

**Policy Number:**9130325

**Effective Date:** 04/17/2015

**Expire Date:** 04/17/2018

Workers' Compensation History

**Miscellaneous Information**

10/18/2000 - LICENSE REISSUED TO ANOTHER ENTITY

**Other**

Personnel listed on this license (current or disassociated) are listed on other licenses.

State of California  
Department of Industrial Relations

- Labor Law
- Cal/OSHA - Safety & Health
- Workers' Comp
- Self Insurance
- Apprenticeship
- Director's Office
- Boards



1000016071 Contractor Details

- Contractor Information
- Legal Entity Information
- Workers' Compensation

**Legal Name**  
GOLDEN GATE STEEL, INC

**Legal Entity Type**  
CORPORATION

**Trade Name**  
GOLDEN GATE CONSTRUCTION

**License Number(s)**  
CSLB :776708

**Mailing Address**  
6481 ORANGETHORPE AVE SUITE 26  
BUENA PARK, CA 90620

**Physical Address**  
6481 ORANGETHORPE AVE SUITE 26  
BUENA PARK, CA 90620

**Email Address**  
YOHANNCHANG@GMAIL.COM

Public Works | Public Works Contractor (PWC)

Public Works Contractor (PWC)

This is a listing of current and active PWC registration

Enter at least one search criteria to display active reg

**Registration Year:**

**PWC Registration Number:**

**Contractor Legal Name:**

**License Number:**

**County:**

Search Results

One registered contractor found. 1

| Details | Legal Name             | Registration Number | County | City       | Registration Date | Expiration Date |
|---------|------------------------|---------------------|--------|------------|-------------------|-----------------|
| View    | GOLDEN GATE STEEL, INC | 1000016071          | ORANGE | BUENA PARK | 06/01/2017        | 06/30/2018      |

v2.20160101

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Public Records Requests

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*CITY COUNCIL*

ITEM NO. 6.10



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Paul J. Philips, City Manager *Paul J. Philips*

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

**DATE:** January 11, 2018

**SUBJECT:** Consideration to Reject the Statement of Qualifications for Contract No. 2017-1019c, Environmental and Recycling Consulting Services

---

### **Background:**

On August 11, 2017, the City of Industry ("City") released a Request for Qualifications ("RFQ") for Environmental and Recycling Consulting Services, Contract No. 2017-1019c. This RFQ was designed to procure environmental and recycling consulting services to assist the City with on-going CalRecycle compliance and regulations and related program support.

On December 14, 2017, the City Council considered HF&H Consultants, LLC and MuniEnvironmental, Inc., Professional Services Agreements. Based on City Council's review of the scope of work, City staff was directed to revise the RFQ's scope of work to include additional environmental and recycling outreach tasks.

### **Discussion:**

City Staff is recommending that the City Council reject all statement of qualifications for this project to update the RFQ's scope of work to include additional environmental and recycling outreach tasks.

A Notice of Intent to reject all statement of qualifications was sent to the bidders on January 5, 2018.

On December 14, 2017, City Council considered Amendment No. 5 ("Amendment No. 5") to the Professional Services Agreement with MuniEnvironmental, LLC for Waste Management Compliance Services. City Council directed staff to work with the City Attorney and revise Amendment No. 5 to reflect a contract extension through April 30, 2018 and increase the compensation by \$162,700.00. Amendment No. 5 was revised and fully executed which will allow time for City staff to revise the RFQ and complete the procurement process.

### **Fiscal Impact:**

No fiscal impact.

**Recommendation:**

- 1) City staff recommends that the City Council reject all statement of qualifications received for Contract No. 2017-1019c, Environmental and Recycling Consulting Services; and
- 2) Authorize the re-advertisement of the Request for Qualifications for Environmental and Recycling Consulting Services once the scope of work has been updated and approved by the City Attorney.

**Exhibit:**

- A. City of Industry Notice of Intent to Reject all Statement of Qualifications
- 

PJP/AG/RR:af

**EXHIBIT A**

City of Industry Notice of Intent to Reject all Statement of Qualifications

[Attached]

**CITY OF INDUSTRY**

**NOTICE IS HEREBY GIVEN** to all proposers that at its meeting on January 11, 2018, CITY Staff will recommend that the City of Industry formally reject all Statement of Qualifications for **Contract No. 2017-1019c, Environmental and Recycling Services**, as more particularly described in the Request for Qualifications therefore.

  
Diane M. Schlichting  
Chief Deputy City Clerk



*CITY COUNCIL*

ITEM NO. 7.1



# CITY OF INDUSTRY

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

## MEMORANDUM

To: City Council

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: Troy Helling, Planning and Safety Manager *TH*  
Nathalie Vazquez, Consultant Assistant Planner I *NV*

Date: January 11, 2018

**Subject: Development Plan 17-02, 221 Hacienda Boulevard**

---

### Proposal

Jon Sommers, representing H&S Energy, LLC, is requesting approval of a development plan to allow for the construction of a new 960 square foot canopy with two (2) new fueling islands with four (4) fuel pumps, and an underground diesel fuel tank to an existing Chevron gasoline service station located at 221 South Hacienda Boulevard. The proposed project will provide additional services to the surrounding residents, workers, and visitors. Staff is recommending approval of the applicant's because the project complies with the City's development guidelines contained within Section 17.36.020 of the City of Industry Municipal Code ("Code").

As shown on the attached site plan (Exhibit B) and elevations (Exhibit C) the project consists of the construction of a 960 square foot canopy with two (2) new fueling islands with four (4) fuel pumps, and an underground diesel fuel tank. The 22,221 square foot site contains an existing 1,160.4 square foot convenience store, and a 1,216 square foot canopy with four (4) fueling islands with eight (8) fuel pumps. The architecture of the proposed canopy will complement that of the existing canopy and will feature the trademarked Chevron logo and colors. Currently, the site meets the 12 percent landscape requirements. Additionally, the site is providing adequate parking throughout the site.

### Project Background

On December 13, 2012, the City Council approved Development Plan application 12-3 (DP 12-3) to allow for the construction of a new fuel dispensing island, canopy, and gas tank at 221 South Hacienda Boulevard. The project is identical to the one currently being reviewed, however DP 12-3 was never constructed. Per Section 12.36.080, all development plan approvals expire twelve months after the date of approval by the Council; as a result, the applicant was required to submit a new development plan application.

The applicant is also aware of the street improvements proposed on the corner of Valley Boulevard and Hacienda Boulevard. In order for the City to successfully continue with the street widening project, a future dedication of land at the northwest corner of the property is required. Although, the corner dedication is not a part of this project, the applicant is required to work with the City's contracted engineer to prepare an offer of dedication to accommodate trucks using the right lane on Hacienda Boulevard to turn right into Valley Boulevard, and a condition with this requirement is included in the conditions of approval. This will ensure that the applicant will continue to comply with parking, landscaping, and setback requirements.

### **Location and Surroundings**

As shown on the location map (Exhibit A), the project site is on the northwest corner of Valley Boulevard and Hacienda Boulevard. The subject property is surrounded by commercial properties to the north, south, east and west. This intersection is also home to two (2) additional gasoline service stations, which include a 76 Station across Valley Boulevard and a Shell fueling station located southeast of Hacienda and Valley Boulevards.

### **Staff Analysis**

Staff has reviewed that the proposed development project and determined that it is consistent with the Zoning ("C" – Commercial), ("A-B" Adult Business Overlay Zone) and General Plan (Commercial) designations of the property and complies with the development and design standards found in Section 17.36, Design Review, of the Industry Municipal Code. Specifically, the project will be in compliance with all applicable development standards which include: parking, landscaping, building height, lot coverage and setbacks.

### *Property*

The project sits on a fully developed parcel that is approximately 22,221 square feet and is currently used as a Chevron gasoline service station. Section 17.36.060 of the Municipal Code provides a list of development guidelines that contribute to the high quality development throughout the City. The section specifies that all alterations to an existing development shall be compatible with the character and quality of the surrounding development and uses. The existing "Extra Mile" on the site is Chevron's brand of convenience store that operates for 24 hours a day, seven days a week. Currently, the architecture of the convenience store uses its own corporate and franchise design that is common among Chevron gasoline service stations throughout the City. Also, the architecture of the existing canopy with proposed fueling stations is typically adopted with Chevron gasoline service stations throughout the country and will match the existing canopy in design, architecture and height in order to maintain consistency within the site and its surrounding uses.

### *Access*

The Property is served by street access adequate in width and improved as necessary to carry the quantity of traffic such a use would generate. A traffic analysis conducted for the project estimated that the proposed fueling canopy would generate an additional 652 daily trips on Valley and Hacienda Boulevards. Per the traffic analysis, the number of daily trips would not have a substantial increase in the current traffic patterns found in that intersection. Additionally, the Code requires all driveway and drive-aisles to be a minimum

of 26 feet in width. As shown in the site plan (Exhibit B), the property is located on the corner of Valley Boulevard and Hacienda Boulevard and there are two (2) vehicle entrances on each street where only right in/right out turns are possible. All proposed drive aisles on this site are 26 feet or greater.

#### *Compatibility*

The property is an established gasoline service station and is located adjacent to an existing commercial shopping center; therefore, consistent with the surrounding uses. According to City Records, the property has operated as a gasoline service station since January of 1973 (UPLB-90). The proposed canopy with fueling stations and underground diesel tank will enhance the economic viability of the area and allow the establishment to compete with nearby gasoline service stations. The subject property is in compliance with applicable development standards found in the City's Code and General Plan. The property itself is compatible with surrounding land uses because it sits within a fully developed geographic area and is surrounded by a mixture of commercial land uses such as retail, restaurants, and gasoline service stations.

#### *Landscaping*

Section 17.36.060.Q. of the City's Code requires that a minimum of 12 percent of the site be devoted to landscaping. There is currently 2,742 square feet (12.34%) of existing landscaping on site meeting the Citywide landscaping requirement. The landscaping buffers around the adjacent properties and consists mainly of grass and mature coniferous trees.

#### *Parking*

Per Section 17.12.50.C. of the Code, parking for a gasoline service station is one space per 167 square feet of floor area. Based on this formula, a total of seven (7) parking spaces are required. The applicant is meeting this requirement by providing a total of seven (7) parking spaces on this site.

### **Environmental Analysis**

In accordance with the California Environmental Quality Act, the recommended action has been reviewed through an initial study. Based on the information and environmental analysis contained in the study, it is recommended that the City Council adopt a Negative Declaration for this project. The study found that no areas of significant impact were determined from the construction or operation of the proposed project.

### **Fiscal Impact**

Development Plan 17-02 will have a positive impact on property tax revenues, increase sales tax and contribute to the City's professional environment.

### **Recommendation**

Based on the analysis provided with this staff report, staff recommends that the City Council adopt Resolution No. CC 2018-41 approving the Initial Study and Negative Declaration (Exhibit E), and Resolution No. CC 2018-42 approving the Development Plan, and Standard Requirements and Conditions of Approval contained in the Resolution (Exhibit F).

### **Exhibits**

- Exhibit A: Location Map

- Exhibit B: Site Plan
- Exhibit C: Elevations
- Exhibit D: Notice of Intent
- Exhibit E: Resolution No. CC 2018-41 Adopting an Initial Study and Negative Declaration for Development Plan 17-2.
- Exhibit F: Resolution No. CC 2018-42 approving Development Plan No. 17-2 with findings of approval, Standard Requirements and Conditions of Approval



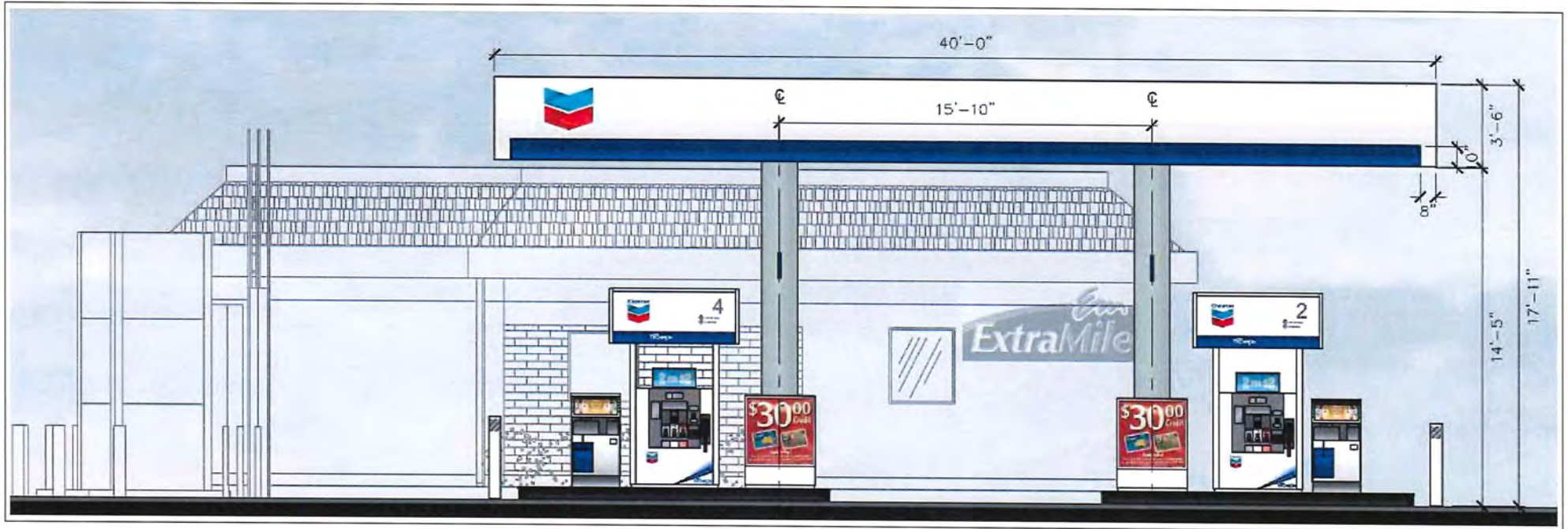
# Exhibit A Location Map DP 17-02







# Exhibit C Elevations DP 17-02





# Exhibit D

## Notice of Intent

### DP 17-02



## CITY OF INDUSTRY

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

### NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION DEVELOPMENT PLAN 17-02 221 SOUTH HACIENDA, CITY OF INDUSTRY

**Purpose:** In accordance with the State of California Public Resources Code Section 21092, Sections 15063 and 15072 of Title 14 of the California Code of Regulations pertaining to the California Environmental Quality Act, and the Industry Municipal Code, this is to advise you that the Planning Department of the City of Industry has prepared an Initial Study of environmental impacts on the following project and is recommending the environmental determination described below.

**Project Description:** Development Plan Application 17-2 is proposed by Hassan Chevron Fueling Station to allow for the construction of a new 960 square foot canopy with two (2) new fueling islands with four (4) fuel pumps, and an underground diesel fuel tank at an existing Chevron service station located at 221 South Hacienda Boulevard. The 22,221.3 square foot site is currently developed with an existing 1,160.4 square foot convenience store, and a 1,216 square foot canopy, with four (4) fueling islands with eight (8) fuel pumps.

**Location:** the proposed project is located at 221 S. Hacienda Boulevard, City of Industry, and Los Angeles County (APN: 8208-022-036)

**Environmental Determination:** It has been determined through an Initial Study ("IS") that the proposed project will have no environmental impacts, therefore it is recommended that the lead agency adopt a Negative Declaration ("ND") for the project pursuant to Section 21080(c) of the Public Resources Code. . The ND adequately addresses the expected environmental impacts in regards to Air Quality, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Noise, and Transportation/Traffic. The IS and ND found that there is no evidence that the project will have significant adverse effects on the environment.

**Public Review and Comment Period:** Copies of the proposed ND and IS are available in the Planning Department at the address listed below. A 20-day public review period for the **Negative Declaration** begins **November 17, 2017, and ends December 06, 2017**. Written comments on the adequacy of the document must be received by the City prior to 5:00 PM on December 06, 2017. If you would like to comment, please send written comments to:

Nathalie Vazquez, Consultant Assistant Planner I  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744  
nvazquez@cityofindustry.org  
(626) 333-2211

**Public Meeting:** The City Council is scheduled to consider the Negative Declaration and proposed project at a regularly scheduled meeting to be held on January 11, 2017, at 9:00 AM. The meeting will be held in the City of Industry Council Chambers located at 15651 E. Stafford Street, City of Industry, CA 91744. To confirm the date and time of the meeting, please check the City's website: [www.cityofindustry.org](http://www.cityofindustry.org).

**Exhibit E**  
**Resolution No. CC 2018-41**  
**DP 17-02**

## RESOLUTION NO. CC 2018-41

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING AN INITIAL STUDY AND NEGATIVE DECLARATION FOR DEVELOPMENT PLAN NO. 17-2, TO ALLOW THE CONSTRUCTION OF A 960 SQUARE FOOT CANOPY WITH TWO NEW FUELING STATIONS AND AN UNDERGROUND DIESEL TANK AT AN EXISTING GASOLINE SERVICE STATION, LOCATED AT 221 HACIENDA BOULEVARD, WITHIN THE "C" COMMERCIAL ZONE WITH "AB" ADULT BUSINESS OVERLAY, AND MAKING FINDINGS IN SUPPORT THEREOF**

### RECITALS

**WHEREAS**, on February 23, 2017 Jon Sommers representing H&S Energy, LLC ("Applicant") filed a complete application requesting the approval of Development Plan ("DP") No. 17-02 described herein ("Application"); and

**WHEREAS**, the Application applies to a 0.58 acre property at 221 South Hacienda Boulevard, City of Industry, California, Assessor's Parcel Number 8208-022-036 ("Property"); and

**WHEREAS**, the Applicant is proposing to construct a 960 square foot canopy with two fueling dispensers with four (4) fuel pumps and an underground diesel tank, at an existing service station ("Project") in the "C" Commercial Zone with "A-B" Adult Business Overlay, and in accordance with Section 17.36.020 of the City's Municipal Code ("Code"), a DP is required for this type of activity; and

**WHEREAS**, the Land Use Element of the General Plan designates the Property as Commercial. The proposed use is consistent with the General Plan as the proposed construction of a new canopy with two fueling dispensers and underground diesel fuel tank is similar to that of other gasoline service stations in the same land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

**WHEREAS**, in accordance with CEQA, California Environmental Quality Act ("CEQA"), California Public Resources Code section 21000 *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an Initial Study was performed, the result of which was preparation and circulation of a Negative Declaration ("IS/ND"), attached hereto as Attachment 1, and incorporated herein by reference, analyzing the Project and concluding that approval of the Project could not have a significant effect on the environment; and

**WHEREAS**, the IS/ND was circulated for public and agency review and comment on November 17, 2017, through, and including, December 06, 2017. Copies of the IS/ND were made available to the public at the Planning Department on November 17, 2017. On November 17, 2017, a Notice of Intent to Adopt a Negative Declaration (Attachment 2), including the time and place of the City Council meeting to review the Application and Initial Study/Negative Declaration, was published in the local newspaper of general circulation and posted at the Project site, City Hall, Council Chambers and Fire Station 118; and

**WHEREAS**, the IS concluded that the determination of an ND adequately addresses the expected environmental impacts of this Project. On the basis of this review, the IS finds that there is no evidence that the Project will have a significant adverse effect on the environment; and

**WHEREAS**, on January 11, 2018, the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

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

**WHEREAS**, the City Council has reviewed and carefully considered the information in the IS/ND, including all comment letters submitted, and makes the findings contained in this Resolution, and adopts the IS/ND, as an objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project's environmental impacts; and

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

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

**SECTION 1:** That based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, Public Resources Code §§ 21000, *et seq.* ("CEQA") and the CEQA Guidelines, 14 California Code of Regulations § 15000, *et seq.*; the Environmental Impact Report Guidelines of the City of Industry; the IS/ND, prepared for the Project, including all written comments received; all reports, minutes, and public testimony submitted as part of the City Council's duly noticed public meeting of January 11, 2018; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council of the City of Industry hereby finds as follows:

- a. The foregoing recitals are true and correct and made a part of this Resolution.
- b. The IS/ND for the Project including any comment letters received, are attached hereto as Attachment 2 and are incorporated by reference as part of this Resolution, as if each were set forth fully herein.
- c. The documents and other material constituting the record for these proceedings are located at the Office of the City Clerk, City of Industry, 15625 East Stafford, Suite 100, City of Industry, CA 91744
- d. The proposed Project is consistent with the City's General Plan because the land use, development standards, densities and intensities, buildings and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov't Code, § 65860), and none of the land uses, development standards, densities and intensities, buildings and structures will operate to conflict with or impede achievement of the any of the goals, policies, or land use designations established in the General Plan.

- e. In accordance with CEQA, the City Council has considered the IS/ND for the Project, including all comments received on the Initial Study and Negative Declaration, and based on the entirety of the record, as described above, the City Council, exercising its independent judgment and analysis, makes the following findings regarding the environmental analysis of the Project:
  - i. For the reasons stated in this Resolution, the City Council finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.
- f. That the City Council of the City of Industry hereby makes the findings contained this Resolution, and adopts the IS/ND for the Project.

**SECTION 2:** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 3:** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on January 11, 2017 by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |

\_\_\_\_\_  
Mark D. Radecki, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

**Attachment 1**  
**Initial Study/Negative Declaration**

November 2017 | Initial Study/Negative Declaration

# Chevron Fueling Station

for City of Industry

*Prepared for:*

**City of Industry**

Contact: Troy Helling, Senior Planner  
15625 East Stafford, Suite 100  
City of Industry, California 91774-0366  
626.333.2211

*Prepared by:*

**PlaceWorks**

Contact: Julian Capata, Senior Associate, Environmental Services  
700 S. Flower Street, Suite 600  
Los Angeles, CA 90017  
213.623.1443  
info@placeworks.com  
www.placeworks.com

IND-07.155



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# 1. Introduction

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Hassan Chevron Fueling Station is requesting development plan approval for the installation of a new underground fuel storage tank, and a new fueling dispensing area including two new fueling islands and canopy at the existing Chevron gas station. The new fueling area would be constructed in what is currently a paved portion of the gas station lot.

This Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA), as amended, to determine if approval of the discretionary action requested and subsequent development could have a significant impact on the environment. This analysis will also provide the City of Industry with information to document the potential impacts of the proposed project.

## 1.1 PROJECT LOCATION

The proposed project site is located at 221 South Hacienda Boulevard in the City of Industry, Los Angeles County. It is on Assessor's Parcel Number (APN) 8208-022-036. The property is on the northwest corner of the intersection of Hacienda Boulevard and Valley Boulevard (see Figure 1, *Regional Location* and Figure 2, *Local Vicinity*). Access to the site from SR-60 Freeway is provided via the Hacienda Boulevard interchange, north on Hacienda Boulevard to Valley Boulevard where there are entrances to the site off Hacienda and Valley Boulevards. The project site and surroundings can be seen in Figure 3, *Aerial Photograph*.

## 1.2 ENVIRONMENTAL SETTING

### 1.2.1 Existing Land Use

The project site is fully developed and paved and currently used as a Chevron Fueling Station. Located at the project site is one fueling dispensing area including four double fueling islands covered with a canopy, a convenience store, and accessory structures (trash enclosure and propane tank). The two existing underground fuel tanks are located along the eastern portion of the project site, east of the existing convenience store.

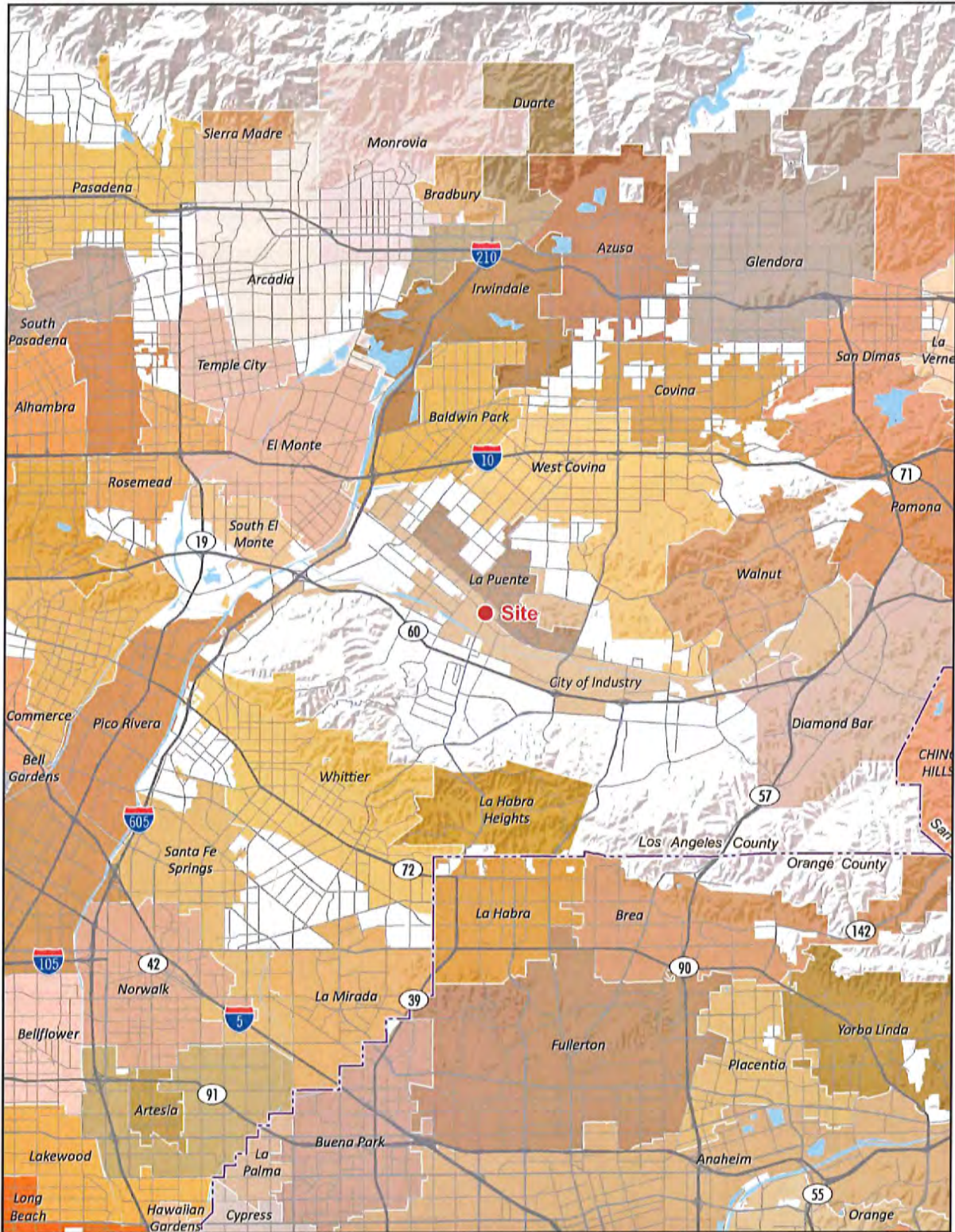
### 1.2.2 Surrounding Land Use

The project area is characterized by industrial and commercial uses. Commercial uses exist in the immediate vicinity of the project site to the north, northwest, west and southwest. The parcel to the south is currently vacant and zoned for industrial use. The area to the east of the project site consists of commercial uses such as restaurants, retail stores, and gas stations. There is a convalescent hospital approximately 0.4 mile west of the project site. Other surrounding land uses include the Union Pacific Railroad tracks located approximately 0.15 mile north of the project site; a second set of Union Pacific Railroad tracks approximately 0.5 mile south of the project site; the Civic Financial Center heliport located approximately 0.3 mile to the north of the project site; and San Juan Creek, located approximately 0.4 mile to the south of the project site.

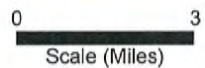
# 1. Introduction

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Figure 1 - Regional Location  
1. Introduction



Note: Unincorporated county areas are shown in white.



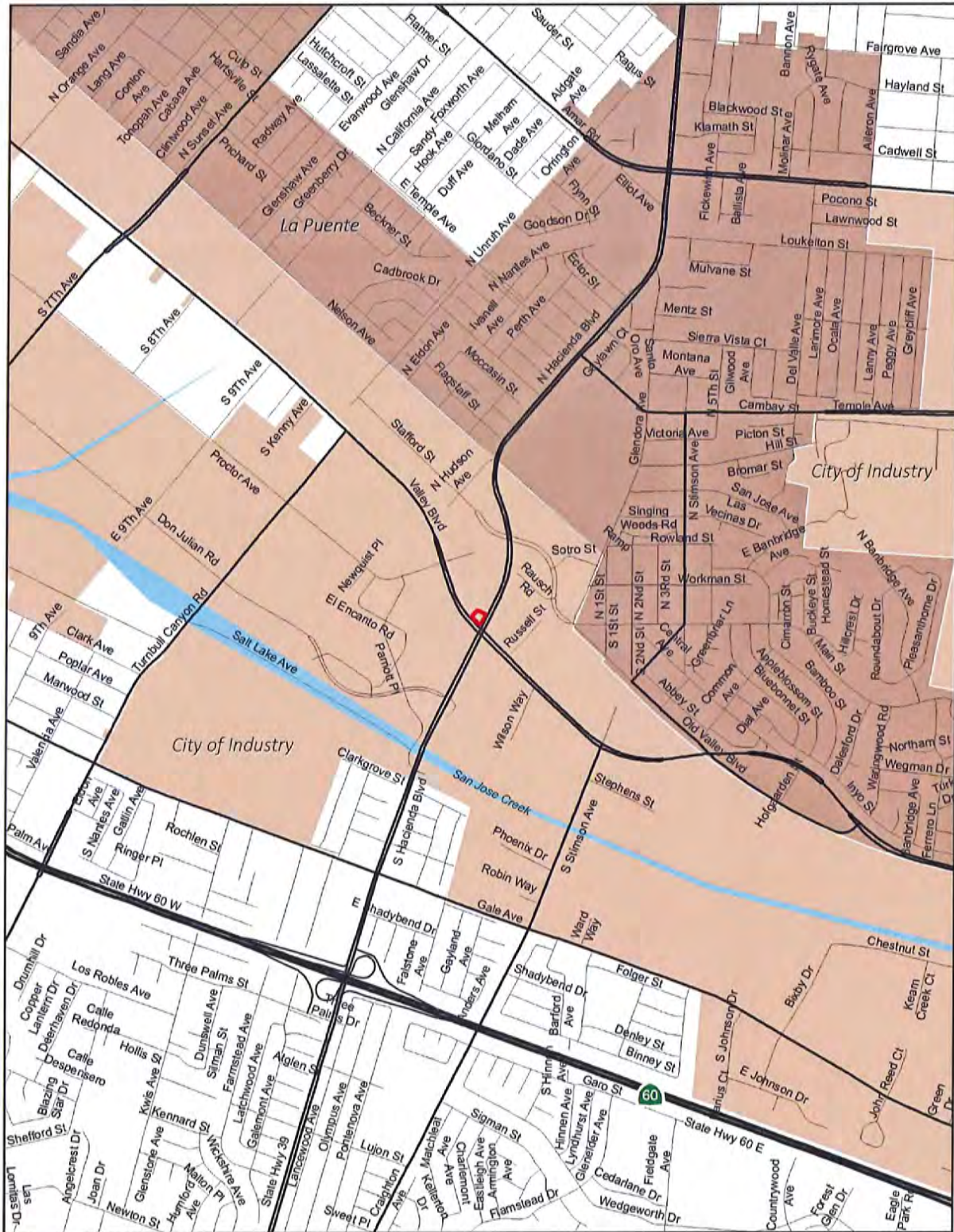
Source: ESRI, 2017

# 1. Introduction

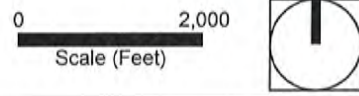
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Figure 2 - Local Vicinity  
1. Introduction



— Project Boundary  
Note: Unincorporated county areas are shown in white.  
Source: ESRI, 2017



# 1. Introduction

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Figure 3 - Aerial Photograph  
1. Introduction



— Project Boundary

0 200  
Scale (Feet)



Source: Google Earth Pro, 2017



# 1. Introduction

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## 1. Introduction

### 1.3 PROJECT DESCRIPTION

#### 1.3.1 Proposed Land Use

Implementation of the proposed project would result in the installation of a new fueling dispensing area with two new double fueling islands, a 960 square-foot metal canopy, and a new underground fuel tank along the eastern portion of the project site, adjacent the two existing fuel tanks. The fueling station would be similar in construction and appearance to the existing fueling stations and would provide a total of 12 fuel dispensing stations. The canopy would be 40 feet wide and 17 feet 11 inches in height. The new fueling area would be constructed in what is currently a vacant, paved portion of the gas station lot. Illustrations of the proposed installation can be seen in Figure 4, *Site Plan* and Figure 5, *Elevation Views*.

#### 1.3.2 Project Phasing

Construction activities are anticipated to begin in winter 2018 and would be completed in approximately 90 days. Construction activities include excavation for the new fuel tank, fuel pumps and fueling stations, which is anticipated to last 10 days and involve the export of 320 cubic yards of soils, and 160 cubic yards of imported soils; construction of the canopy, which is anticipated to last 45 days; and installation of the fuel stations, which would occur concurrently with the construction of the canopy and would also last approximately 45 days.

### 1.4 EXISTING ZONING AND GENERAL PLAN

The current City of Industry General Plan Map designates the property as Commercial. The current zoning designation is Commercial – Adult Business Overlay (AB Overlay).

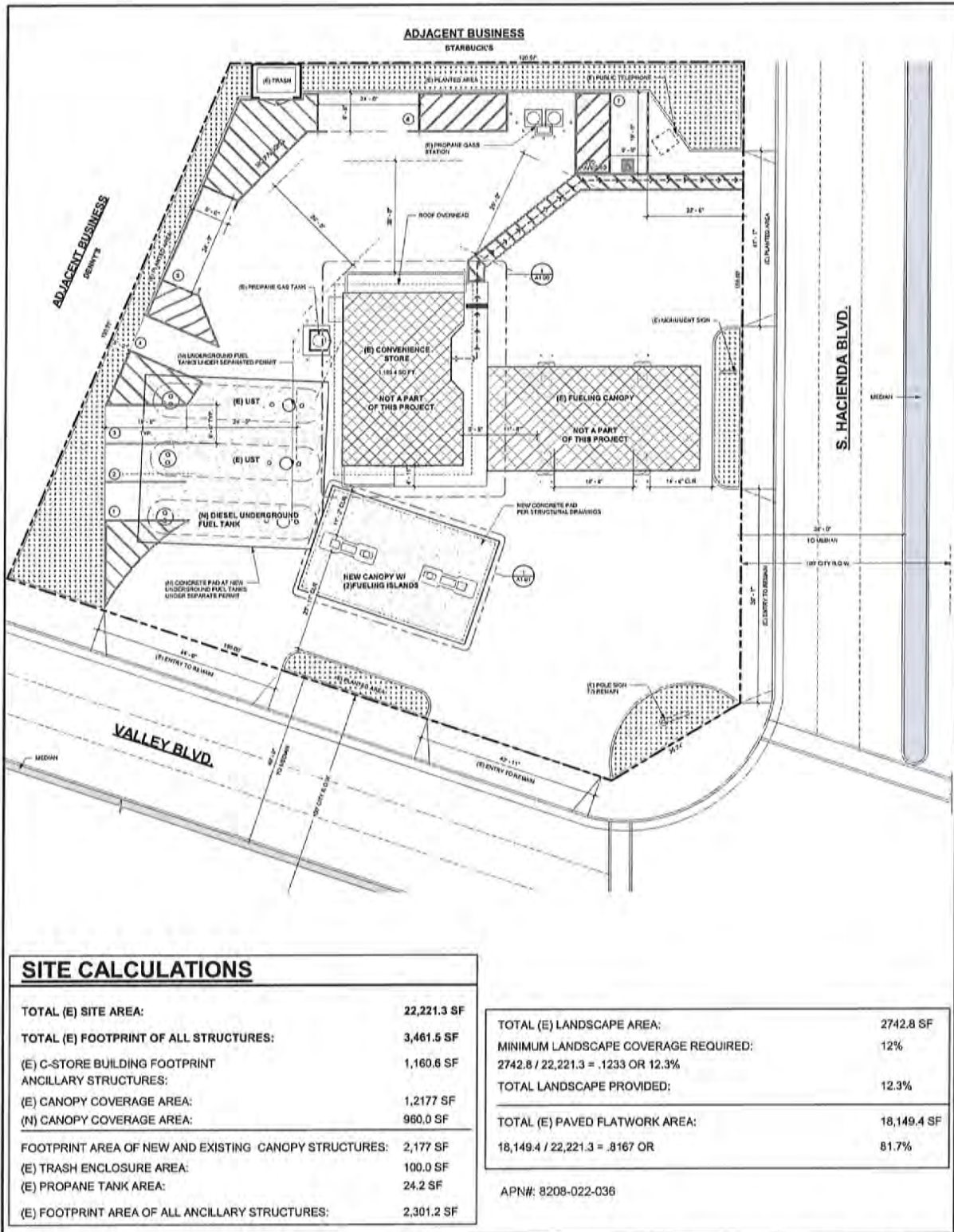
### 1.5 CITY ACTION REQUESTED

The project applicant is requesting development plan approval to allow the installation of a new gas tank, fuel dispensing station and canopy at an existing Chevron fueling station in the City of Industry.

## 1. Introduction

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Figure 4 - Site Plan  
1. Introduction



--- Project Boundary

0 35  
Scale (Feet)



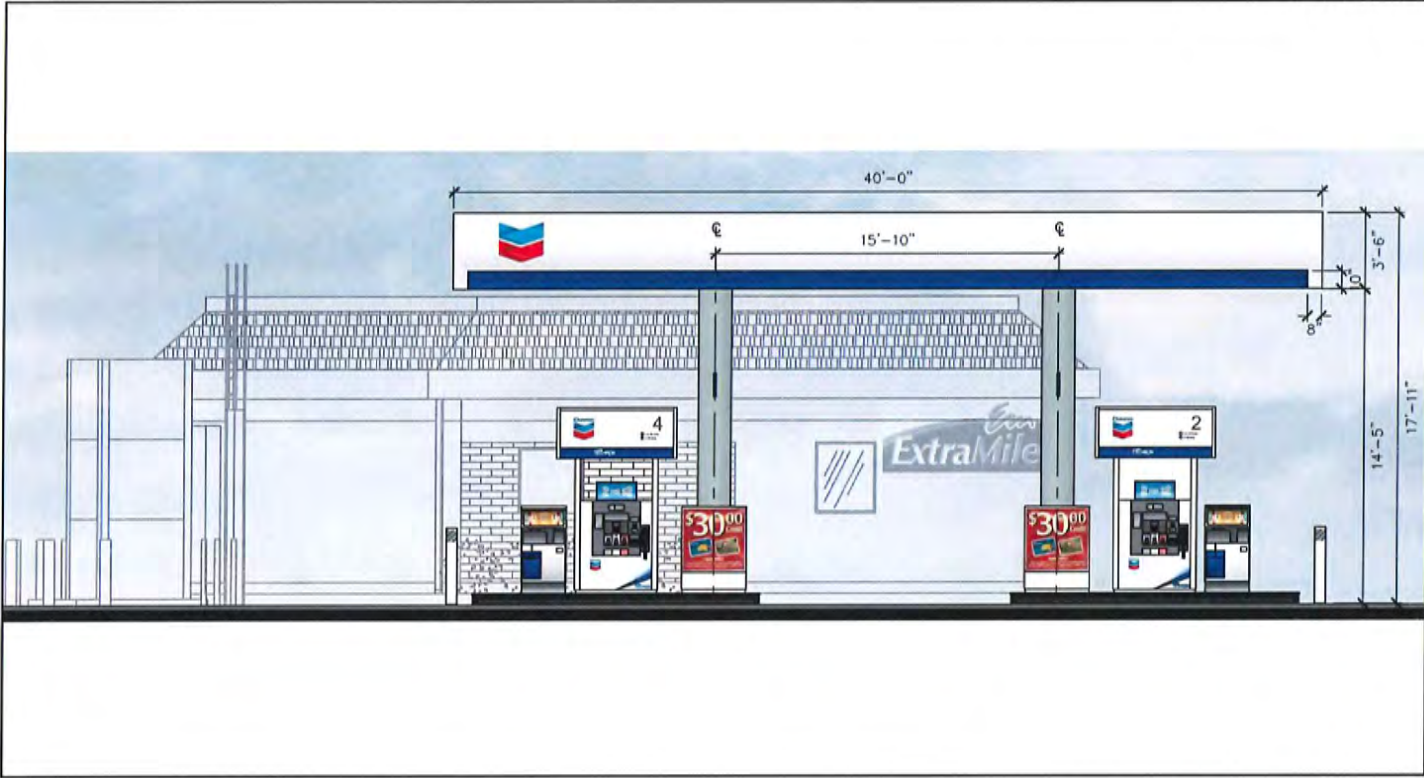
Source: ADG, 2016

PlaceWorks

## 1. Introduction

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Figure 5 - Elevation Views  
1. Introduction



Source: ADG, 2016

## 1. Introduction

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## 2. Environmental Checklist

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### 2.1 BACKGROUND

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1. **Project Title:** Hassan Chevron Fueling Station

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

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

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

Troy Helling, Senior Planner  
626.333.2211

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4. **Project Location:** The proposed project site is located at 221 Hacienda Boulevard in the City of Industry, Los Angeles County. It is on Assessor's Parcel Number (APN) 8208-022-036. The property is on the northwest corner of the intersection of Hacienda Boulevard and Valley Boulevard.

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

Jon Summers  
26439 Rancho Parkway, #115  
Lake Forest, CA 92630

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6. **General Plan Designation:** Commercial

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7. **Zoning:** Commercial – Adult Business Overlay

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8. **Description of Project** (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary):

The proposed project is the installation of a two new fueling station and gas tank with an associated canopy at an existing Chevron fueling station. The new fueling station is similar in construction and look to the existing fueling station, but contains four individual fueling stations under the canopy instead of eight. Associated equipment would be installed to fill and dispense the contents of the tank. The canopy is approximately seventeen feet eleven inches in height.

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9. **Surrounding Land Uses and Setting** (Briefly describe the project's surroundings):

The project area is characterized by industrial and commercial uses. Commercial uses exist in the immediate vicinity of the project site to the north, northwest, west and southwest. The parcel to the south is currently vacant and zoned for industrial use. The area to the east of the project site consists of commercial uses such as restaurants, retail stores, and gas stations.

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10. **Other Public Agencies Whose Approval Is Required** (e.g. permits, financing approval, or participation agreement):

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Los Angeles County Fire Department, Health Hazardous Materials Division  
Los Angeles County, Public Works Department  
Los Angeles County, Building and Safety Division  
South Coast Air Quality Management District

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

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

The Soboba Band of Luiseno Indians and the Gabrieleño Band of Mission Indians – Kizh Nation are on the City of Industry's notification list pursuant to AB 52. The City prepared notification letters and distributed them to the identified tribal representatives on April 28<sup>th</sup>, 2017. No reply from either the Soboba Band of Luiseno Indians and the Gabrieleño Band of Mission Indians – Kizh Nation was received as of the publication date of this ND.

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### 2.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

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

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

### 2.3 EVALUATION OF ENVIRONMENTAL IMPACTS

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

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- c) **Mitigation Measures.** For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
- the significance criteria or threshold, if any, used to evaluate each question; and
  - the mitigation measure identified, if any, to reduce the impact to less than significant.

| Issues   | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|------------------------------|-----------|
| <b>I. AESTHETICS.</b> Would the project:   |                                |  |                              |           |
| a) Have a substantial adverse effect on a scenic vista?  |                                |  |                              | <b>X</b>  |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?   |                                |  |                              | <b>X</b>  |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings?  |                                |  |                              | <b>X</b>  |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?  |                                |  |                              | <b>X</b>  |
| <b>II. AGRICULTURE AND FORESTRY RESOURCES.</b> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project: |                                |  |                              |           |
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?   |                                |  |                              | <b>X</b>  |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?   |                                |  |                              | <b>X</b>  |

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| Issues   | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|------------------------------|-----------|
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? |                                |  |                              | X         |
| d) Result in the loss of forest land or conversion of forest land to non-forest use?   |                                |  |                              | X         |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?   |                                |  |                              | X         |

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

|   |  |  |   |  |
|---|--|--|---|--|
| a) Conflict with or obstruct implementation of the applicable air quality plan?   |  |  | X |  |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?  |  |  | X |  |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? |  |  | X |  |
| d) Expose sensitive receptors to substantial pollutant concentrations?  |  |  | X |  |
| e) Create objectionable odors affecting a substantial number of people?   |  |  | X |  |

**IV. BIOLOGICAL RESOURCES.** Would the project:

|  |  |  |  |   |
|--|--|--|--|---|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service? |  |  |  | X |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?   |  |  |  | X |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?   |  |  |  | X |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?   |  |  |  | X |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?  |  |  |  | X |

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| Issues  | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|------------------------------|-----------|
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?  |                                |  |                              | X         |
| <b>V. CULTURAL RESOURCES.</b> Would the project:  |                                |  |                              |           |
| a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?  |                                |  |                              | X         |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?   |                                |  | X                            |           |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?   |                                |  | X                            |           |
| d) Disturb any human remains, including those interred outside of formal cemeteries?  |                                |  |                              | X         |
| <b>VI. GEOLOGY AND SOILS.</b> Would the project:  |                                |  |                              |           |
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:  |                                |  | X                            |           |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. |                                |  | X                            |           |
| ii) Strong seismic ground shaking?  |                                |  | X                            |           |
| iii) Seismic-related ground failure, including liquefaction?  |                                |  | X                            |           |
| iv) Landslides?   |                                |  |                              | X         |
| b) Result in substantial soil erosion or the loss of topsoil?   |                                |  | X                            |           |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?  |                                |  | X                            |           |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?  |                                |  |                              | X         |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?  |                                |  |                              | X         |
| <b>VII. GREENHOUSE GAS EMISSIONS.</b> Would the project:  |                                |  |                              |           |
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?   |                                |  | X                            |           |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?  |                                |  | X                            |           |
| <b>VIII. HAZARDS AND HAZARDOUS MATERIALS.</b> Would the project:  |                                |  |                              |           |
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?   |                                |  | X                            |           |

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| Issues   | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|------------------------------|-----------|
| b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?  |                                |  | X                            |           |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?  |                                |  | X                            |           |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?                                   |                                |  | X                            |           |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? |                                |  |                              | X         |
| f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?  |                                |  |                              | X         |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?  |                                |  |                              | X         |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?   |                                |  |                              | X         |

### IX. HYDROLOGY AND WATER QUALITY. Would the project:

|  |  |  |   |   |
|--|--|--|---|---|
| a) Violate any water quality standards or waste discharge requirements?  |  |  | X |   |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g. the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? |  |  | X |   |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site?   |  |  |   | X |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?  |  |  |   | X |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?   |  |  |   | X |
| f) Otherwise substantially degrade water quality?  |  |  |   | X |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?   |  |  |   | X |

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| Issues  | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|------------------------------|-----------|
| h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?   |                                |  |                              | X         |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?  |                                |  |                              | X         |
| j) Inundation by seiche, tsunami, or mudflow?   |                                |  |                              | X         |
| <b>X. LAND USE AND PLANNING.</b> Would the project:   |                                |  |                              |           |
| a) Physically divide an established community?  |                                |  |                              | X         |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? |                                |  |                              | X         |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan?   |                                |  |                              | X         |
| <b>XI. MINERAL RESOURCES.</b> Would the project:  |                                |  |                              |           |
| a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?   |                                |  |                              | X         |
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?   |                                |  |                              | X         |
| <b>XII. NOISE.</b> Would the project result in:   |                                |  |                              |           |
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?   |                                |  | X                            |           |
| b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?   |                                |  | X                            |           |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?  |                                |  | X                            |           |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?  |                                |  | X                            |           |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?   |                                |  |                              | X         |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?  |                                |  | X                            |           |
| <b>XIII. POPULATION AND HOUSING.</b> Would the project:   |                                |  |                              |           |
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?   |                                |  |                              | X         |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?   |                                |  |                              | X         |

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| Issues  | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|------------------------------|-----------|
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?   |                                |  |                              | <b>X</b>  |
| <b>XIV. PUBLIC SERVICES.</b> Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: |                                |  |                              |           |
| a) Fire protection?   |                                |  | <b>X</b>                     |           |
| b) Police protection?   |                                |  |                              | <b>X</b>  |
| c) Schools?   |                                |  |                              | <b>X</b>  |
| d) Parks?   |                                |  |                              | <b>X</b>  |
| e) Other public facilities?   |                                |  |                              | <b>X</b>  |
| <b>XV. RECREATION.</b>  |                                |  |                              |           |
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?  |                                |  |                              | <b>X</b>  |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?   |                                |  |                              | <b>X</b>  |
| <b>XVI. TRANSPORTATION/TRAFFIC.</b> Would the project:  |                                |  |                              |           |
| a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?                         |                                |  | <b>X</b>                     |           |
| b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?  |                                |  | <b>X</b>                     |           |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?   |                                |  |                              | <b>X</b>  |
| d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?  |                                |  | <b>X</b>                     |           |
| e) Result in inadequate emergency access?   |                                |  |                              | <b>X</b>  |
| f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?  |                                |  |                              | <b>X</b>  |



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| Issues   | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|------------------------------|-----------|
| <b>XVII. TRIBAL CULTURAL RESOURCES.</b> Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:                      |                                |  |                              |           |
| a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or   |                                |  |                              | <b>X</b>  |
| b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.                                  |                                |  |                              | <b>X</b>  |
| <b>XVII. UTILITIES AND SERVICE SYSTEMS.</b> Would the project:   |                                |  |                              |           |
| a) Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?   |                                |  |                              | <b>X</b>  |
| b) Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?  |                                |  |                              | <b>X</b>  |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?  |                                |  |                              | <b>X</b>  |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?  |                                |  |                              | <b>X</b>  |
| e) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?  |                                |  |                              | <b>X</b>  |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?   |                                |  | <b>X</b>                     |           |
| g) Comply with federal, state, and local statutes and regulations related to solid waste?  |                                |  |                              | <b>X</b>  |
| <b>XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.</b>  |                                |  |                              |           |
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? |                                |  | <b>X</b>                     |           |

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| Issues   | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|------------------------------|-----------|
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.) |                                |  | <b>X</b>                     |           |
| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?  |                                |  | <b>X</b>                     |           |

## 2.4 REFERENCES

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Bolt, Beranek and Newman, Inc. 1971. Noise from Construction Equipment and Operations, Building Equipment and Home Appliances. Prepared for the United States Environmental Protection Agency. Washington, DC.

California Air Pollution Control Officers Association (CAPCOA). 2016. California Emissions Estimator Model (CalEEMod). Version 2016.3.1. Prepared by: BREEZE Software, A Division of Trinity Consultants in collaboration with South Coast Air Quality Management District and the California Air Districts.

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## 2. Environmental Checklist

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## 3. Environmental Analysis

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Section 2.3 provided a checklist of environmental impacts. This section provides an evaluation of the impact categories and questions contained in the checklist and identifies mitigation measures, if applicable.

### 3.1 AESTHETICS

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

**No Impact.** The proposed project would install a fuel dispensing station and canopy at an existing Chevron fueling station. There are no scenic vistas near the proposed project. The proposed project would not be visible from any scenic vistas, and no impact would occur as a result of the proposed project. No mitigation measures are required.

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

**No Impact.** The nearest officially designated State Scenic Highway to the site is State Route 2, approximately 20 miles northwest of the site, and there are no rock outcroppings or historic buildings within the highway on or nearby the project site (Caltrans 2017). Therefore, the proposed project would not affect any scenic resources, and no impact would result. No mitigation measures are required.

**c) Substantially degrade the existing visual character or quality of the site and its surroundings?**

**No Impact.** The proposed project would install a fuel dispensing station and canopy at an existing Chevron fueling station. This structure would be seventeen feet and eleven inches high. It would be installed next to an existing convenience store and fuel dispensing station with a canopy of similar height. The proposed project is consistent with the commercial zoning of the area and similar in nature to the existing project site as well as surrounding fueling stations. Due to its compatibility with the existing fuel station features, and the developed nature of the surrounding area, the proposed structure would not degrade or affect the visual character or quality of the site or its surroundings. No impacts would occur, and no mitigation measures are required.

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

**No Impact.** The proposed project would not require the installation of any major lighting. The canopy over the fuel dispensing station would be similar to the existing canopy and fuel dispensing structure. No large reflective surfaces would be installed. The project would not generate substantial light or glare. No impacts would occur, and no mitigation measures are required.

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#### 3.2 AGRICULTURE AND FORESTRY RESOURCES

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

- a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

**No Impact.** The project site is fully developed, and is currently an existing Chevron fueling station. The site is not used, zoned, or designated for agriculture. The Los Angeles County Important Farmland map prepared by the Farmland Mapping and Monitoring Program of the California Department of Conservation, Division of Land Resource Protection does not designate the project site as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (DLRP 2017). The proposed project would not convert any farmland to non-agricultural uses. No impacts would occur, and no mitigation measures are required.

- b) **Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

**No Impact.** The proposed project is in an area zoned and developed for commercial and industrial uses (Industry 2014). The project would not conflict with existing zoning for agricultural zoning use or a Williamson Act Contract. No impacts would occur and no mitigation measures are required.

- c) **Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?**

**No Impact.** The proposed project is in an area zoned and developed for commercial and industrial uses. The project would not conflict with any zoning of forest land or timberland. No forest land or timberland would be affected by the proposed project. No impacts would occur and no mitigation measures are required.

- d) **Result in the loss of forest land or conversion of forest land to non-forest use?**

**No Impact.** The proposed project would install a fuel tank and fuel dispensing area with a canopy at an existing Chevron fueling station. As there is no forest land onsite, no forest land would be impacted, converted, or otherwise affected by the proposed project. No impacts would occur, and no mitigation measures are required.

### 3. Environmental Analysis

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

**No Impact.** The proposed project would be within a site that is zoned and developed for commercial uses. There is no forest land or farmland onsite, and the proposed fuel tank and fuel dispensing area would not require any changes to the existing environment that could result in the conversion of farmland to nonagricultural uses. Therefore, no impact would occur as a result of the proposed project, and no mitigation measures are required.

### 3.3 AIR QUALITY

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

The primary air pollutants of concern for which ambient air quality standards (AAQS) have been established are ozone (O<sub>3</sub>), carbon monoxide (CO), coarse inhalable particulate matter (PM<sub>10</sub>), fine inhalable particulate matter (PM<sub>2.5</sub>), sulfur dioxide (SO<sub>2</sub>), nitrogen dioxide (NO<sub>2</sub>), and lead (Pb). Areas are classified under the federal and California Clean Air Act as either in attainment or nonattainment for each criteria pollutant based on whether the AAQS have been achieved. The South Coast Air Basin (SoCAB), which is managed by the South Coast Air Quality Management District (SCAQMD), is designated nonattainment for O<sub>3</sub>, and PM<sub>2.5</sub> under the California and National AAQS, nonattainment for PM<sub>10</sub> under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS (CARB 2017).

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

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

**Less Than Significant Impact.** A consistency determination plays an important role in local agency project review by linking local planning and individual projects to the air quality management plan (AQMP). It fulfills the CEQA goal of informing decision makers of the environmental efforts of the project under consideration at an early enough stage to ensure that air quality concerns are fully addressed. It also provides the local agency with ongoing information as to whether they are contributing to clean air goals in the AQMP. The most recently adopted comprehensive plan is the 2016 AQMP, adopted on March 3, 2017 (see Appendix A to this Initial Study for a description of the 2016 AQMP).

Regional growth projections are used by SCAQMD to forecast future emission levels in the SoCAB. For southern California, these regional growth projections are provided by the Southern California Association of Governments (SCAG) and are partially based on land use designations in city/county general plans. Typically, only large, regionally significant projects have the potential to affect the regional growth projections.



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The proposed project is not a project of statewide, regional, or areawide significance that would require intergovernmental review under Section 15206 of the CEQA Guidelines. Therefore, the project would not have the potential to substantially affect SCAG’s demographic projections. Additionally, the regional emissions generated by construction and operation of the proposed project would be less than the SCAQMD emissions thresholds, and SCAQMD would not consider the project a substantial source of air pollutant emissions that would have the potential to affect the attainment designations in the SoCAB. Thus, the project would not affect the regional emissions inventory or conflict with strategies in the AQMP. Impacts are less than significant and no mitigation measures are required.

**b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?**

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

#### Construction Phase

Construction of the proposed project would take approximately 2.5 months. Construction activities include excavation for the new fuel tank, fuel pumps and fueling stations, which is anticipated to last 10 days. Excavation of the fuel tank involves nominal soil haul operations (import of 160 cubic yards of soil and export of 320 cubic yard), requiring a maximum of 6 trucks trips per day. Construction of the canopy and fueling stations is anticipated to last 45 days. One backhoe will be used for excavation and one crane will be used to construct the canopy and install the fuel stations. Construction related criteria air pollutant emissions for the proposed project were modeled using CalEEMod. Table 1, *Maximum Daily Regional Construction Phase Emissions*, identifies criteria air pollutant emissions from the proposed project.

As shown in the table, project-related air pollutant emissions would not exceed the SCAQMD’s regional emissions thresholds for operational activities. Use of only two pieces of heavy construction equipment and a maximum of six haul trips per day during excavation activities would generate a nominal increase in short term emissions that would not have the potential of exceeding SCAQMD’s significance thresholds. Therefore, construction-related impacts are less than significant.

**Table 1 Maximum Daily Regional Construction Phase Emissions**

|                             | Criteria Air Pollutants (lbs/day) |                 |      |                 |                  |                   |
|-----------------------------|-----------------------------------|-----------------|------|-----------------|------------------|-------------------|
|                             | VOC                               | NO <sub>x</sub> | CO   | SO <sub>2</sub> | PM <sub>10</sub> | PM <sub>2.5</sub> |
| Maximum Daily Emissions     | 2.148                             | 14.48           | 8.78 | 0.86            | 1.74             | 1.28              |
| SCAQMD Regional Threshold   | 75                                | 100             | 550  | 150             | 150              | 55                |
| Exceeds Regional Threshold? | No                                | No              | No   | No              | No               | No                |

Source: CalEEMod Version 2016.3.1. Highest winter or summer emissions are reported. Totals may not total to 100 percent due to rounding.

#### Operational Phase

Long-term air pollutant emissions generated by the project would be generated by area sources, mobile sources from vehicle trips, and energy use associated with the proposed new fuel stations. Criteria air pollutant emissions

### 3. Environmental Analysis

for the proposed project were modeled using CalEEMod. Table 2, *Maximum Daily Regional Operational Phase Emissions*, identifies criteria air pollutant emissions from the proposed project.

As shown in the table, project-related air pollutant emissions would not exceed the SCAQMD's regional emissions thresholds for operational activities. Overall, long-term operation-related impacts to air quality would be less than significant and no mitigation measures are required. Mobile-source emissions are based on the estimated 163 average daily trips the proposed new fuel stations would generate at buildout in year 2018. Total project-related air pollutant emissions from area sources, energy use, and project related vehicle trips from operation of new fuel stations would not exceed the SCAQMD's regional emissions thresholds for operational activities. Long-term operation-related impacts to air quality would be less than significant and no mitigation measures are required.

**Table 2 Maximum Daily Regional Operational Phase Emissions**

| Source                      | Criteria Air Pollutants (lbs/day) |                 |     |                 |                  |                   |
|-----------------------------|-----------------------------------|-----------------|-----|-----------------|------------------|-------------------|
|                             | VOC                               | NO <sub>x</sub> | CO  | SO <sub>2</sub> | PM <sub>10</sub> | PM <sub>2.5</sub> |
| Area                        | <1                                | <1              | <1  | <1              | <1               | <1                |
| Energy                      | <1                                | <1              | <1  | <1              | <1               | <1                |
| Mobile Sources              | 1                                 | 2               | 9   | <1              | 1                | <1                |
| Total Emissions             | 1                                 | 2               | 9   | <1              | 1                | <1                |
| SCAQMD Regional Threshold   | 55                                | 55              | 550 | 150             | 150              | 55                |
| Exceeds Regional Threshold? | No                                | No              | No  | No              | No               | No                |

Source: CalEEMod Version 2016.3.1. Highest winter or summer emissions are reported. Totals may not total to 100 percent due to rounding.

- c) **Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

**Less Than Significant Impact.** The SoCAB is designated nonattainment for O<sub>3</sub> and PM<sub>2.5</sub> under the California and National AAQS, nonattainment for PM<sub>10</sub> under the California AAQS, and nonattainment for lead under the National AAQS (CARB 2015). According to SCAQMD methodology, any project that does not exceed or can be mitigated to less than the daily threshold values would not add significantly to a cumulative impact (SCAQMD 1993). Construction and operational activities would not result in emissions in excess of SCAQMD's significant thresholds. Therefore, the project would not result in a cumulatively considerable net increase in criteria pollutants and impacts would be less than significant. No mitigation measures are required.

- d) **Expose sensitive receptors to substantial pollutant concentrations?**

**Less Than Significant Impact.** The project could expose sensitive receptors to elevated pollutant concentrations if it would cause or contribute significantly to elevated pollutant concentration levels. Localized concentrations refer to the amount of pollutant in a volume of air (ppm or µg/m<sup>3</sup>) and can be correlated to potential health effects. As stated previously, the project would generate nominal increase in air pollutant emissions during construction activities and would not expose sensitive receptors to substantial pollutant concentrations. Therefore, the analysis below focuses on potential localized impacts from the operational phase of the proposed project.

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#### Toxic Air Contaminants

Gas stations emit benzene, a known carcinogen and toxic air contaminant (TAC), during fuel tank loading, tank venting, refueling at the vehicle/nozzle interface, and spillage that may occur while refueling. Gasoline dispensing facilities are subject to SCAQMD Rule 461 – Gasoline Transfer and Dispensing, which require CARB certified Phase I vapor recovery systems for gasoline transfer into storage tanks, CARB certified Phase II vapor recovery systems for gasoline transfer into vehicle fuel tanks, and establish testing, reporting, and record keeping requirements. According to the active SCAQMD permit (permit no. N30328) for the project site, the Chevron Gas Station is required to comply with Rule 461 and has Phase I and Phase II vapor recovery systems installed (SCAQMD, 2016).

CARB recommends a screening distance of 300 feet between large gas stations (defined as facilities with a throughput of 3.6 million gallons per year or greater) and nearby sensitive receptors (CARB, 2005). The nearest sensitive receptors are the residential land uses approximately 0.35-mile northeast of the site and the students and staff at La Puente High school approximately 0.40-mile northeast of the site. As the nearest sensitive receptors to the site are located well beyond CARB’s recommended screening distance and the project site is currently in compliance with SCAQMD’s permitting rules to minimize TAC emissions, localized air quality impacts related to TAC emissions would be less than significant and no mitigation measures are required.

#### Criteria Air Pollutants

Operation of the proposed project would not generate substantial quantities of emission from onsite, stationary sources. Land uses that have the potential to generate substantial stationary sources of emissions that would require a permit from SCAQMD include industrial land uses, such as chemical processing and warehousing operations where substantial truck idling could occur onsite. The project site currently has a permit-to-operate for gasoline dispensing. Table 3, *Localized Onsite Operational Emissions*, shows the increase in localized daily operational emissions. As shown in this table, air pollutant emissions generated from project operation would be nominal and would not exceed SCAQMD operational phase LSTs. Therefore, localized air quality impacts related to stationary-source emissions would be less than significant and no mitigation measures are required.

**Table 3 Localized Onsite Operational Emissions**

| Source                                   | Pollutants (lbs/day) |     |                  |                   |
|--|----------------------|-----|------------------|-------------------|
|  | NO <sub>x</sub>      | CO  | PM <sub>10</sub> | PM <sub>2.5</sub> |
| Area Sources                             | <1                   | <1  | <1               | <1                |
| Energy Sources                           | <1                   | <1  | <1               | <1                |
| Maximum Daily Onsite Operation Emissions | <1                   | <1  | <1               | <1                |
| SCAQMD LST                               | 83                   | 673 | 36.10            | 19.38             |
| Exceeds LST?                             | No                   | No  | No               | No                |

Source: CalEEMod Version 2016.3.1., and SCAQMD, Localized Significance Methodology, 2006, October, Appendix A.

Notes: NO<sub>x</sub> and CO LSTs are based on commercial receptors within 82 feet (25 meters) of the proposed project site in Source Receptor Area (SRA) 11. PM<sub>10</sub> and PM<sub>2.5</sub> LSTs are based on residential receptors within 1,600 feet (488 meters) of the proposed project site in Source Receptor Area (SRA) 11.

#### Carbon Monoxide Hotspots

Areas of vehicle congestion have the potential to create pockets of CO called hotspots. These pockets have the potential to exceed the state one-hour standard of 20 parts per million (ppm) or the eight-hour standard

### 3. Environmental Analysis

of 9.0 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to ambient air quality standards is typically demonstrated through an analysis of localized CO concentrations. Hotspots are typically produced at intersections, where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds.

The SoCAB has been designated attainment under both the national and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—in order to generate a significant CO impact (BAAQMD 2011). The proposed project would result in approximately 163 average daily trips during a weekday, 48 trips during the morning peak hour, and 56 trips during the afternoon peak hour, which are substantially less than the volumes cited above. Furthermore, the SoCAB has since been designated as attainment under both the national and California AAQS for CO. The project would not have the potential to substantially increase CO hotspots at intersections in the vicinity of the project site. Localized air quality impacts related to mobile-source emissions would be less than significant and no mitigation measures are required.

#### e) **Create objectionable odors affecting a substantial number of people?**

**Less Than Significant Impact.** The proposed project would not result in objectionable odors. The threshold for odor is if a project creates an odor nuisance pursuant to SCAQMD Rule 402, Nuisance, which states:

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

The type of facilities that are considered to have objectionable odors include wastewater treatments plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities. The uses proposed by the project do not fall within the aforementioned land uses. Gasoline pumping does generate odors but they are not substantial and there are safety regulations that minimize these odors. Emissions from construction equipment, such as diesel exhaust and volatile organic compounds from architectural coatings and paving activities, may generate odors. However, these odors would be low in concentration, temporary, and are not expected to affect a substantial number of people. Therefore, odor impacts would be less than significant and no mitigation measures are required.

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#### 3.4 BIOLOGICAL RESOURCES

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

**No Impact.** The project site is fully developed and located in a developed area. No significant biological habitat exists on the site and no candidate, sensitive or special species are known to exist on the project site or in the project area. No significant impacts would occur as a result of the proposed project. No mitigation measures are necessary.

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

**No Impact.** The project site is developed and located in a developed area, and there are no riparian habitats or other sensitive natural communities located on or near the project site (USFWS 2017). Therefore, the project would not impact any riparian habitat or other sensitive natural communities identified in local or regional plans regulated by the California Department of Fish and Game or the U.S. Fish and Wildlife Service. No impacts would occur and no mitigation measures are necessary.

- c) **Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

**No Impact.** The project site is currently developed and located in a developed area that would not interfere with any federally protected wetlands located on or near the project site. Approximately 320 cubic yards of soil will be removed and 160 cubic yards will be used as infill. No significant impacts to wetlands, either directly or indirectly, would occur as a result of the development of the proposed project. No mitigation measures are necessary.

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

**No Impact.** The project property is currently developed and located in a developed area that would not interfere with the movement of any native resident or migratory fish or wildlife species or impede the use of native wildlife nursery sites. There are no native resident or migratory fish or wildlife species on the site, and the site is not within a significant ecological area or migratory wildlife corridor (Los Angeles 2015; Industry 2014)). No impacts would occur and no mitigation measures are necessary.

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

**No Impact.** The project area does not contain any biological resources that are subject to any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, in effect at the

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project site (Industry 2014). No significant impacts would occur on any biological resources due to the development of the project. No mitigation measures are necessary.

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

**No Impact.** The project site is zoned for commercial use and there are no Habitat Conservation Plans, Natural Community Conservation Plans, or other approved local, regional or state habitat conservation plans in effect (Industry 2014). No significant impacts would occur on any local, regional, or state habitat conservation plans as a result of the proposed project. No impacts would occur and no mitigation measures are necessary.

### 3.5 CULTURAL RESOURCES

**a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?**

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

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

The proposed project is in a developed area zoned for commercial use, with no historical resources identified on or near the project site (Industry 2014). The project site is developed and used as a Chevron fueling station. No historical resources would be affected by the project. No significant impacts to historical resources would occur as a result of the proposed project and no mitigation measures are necessary.

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

**Less Than Significant Impact.** The proposed project site is developed and used as an existing Chevron fueling station. No archaeological resources have been identified on the project site, and discovery of such resources is unlikely given the highly disturbed nature of the proposed project area. Furthermore, the proposed project would excavate approximately 320 cubic yards of soil and install a relatively small structure in an area previously disturbed by the installation of the existing underground storage tanks, minimizing the potential for the discovery of archeological resources. No significant impacts to archaeological resources would occur as a result of the proposed project. No mitigation measures are necessary.

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

**Less Than Significant Impact.** The project site is currently developed and has been highly disturbed. Furthermore, the proposed project would remove approximately 320 cubic yards of soil and install a relatively small structure in an area previously disturbed by the installation of the existing underground storage tanks, minimizing the potential for the discovery of archeological resources. It is extremely unlikely that any paleontological resources would be uncovered. No impact to paleontological resources would occur as a result of the proposed project; no mitigation measures are required.

d) **Disturb any human remains, including those interred outside of formal cemeteries?**

**No Impact.** No evidence of human remains is known to exist on or near the project site. Given the highly disturbed condition of the project site, it is extremely unlikely that any human remains would be uncovered. No impact would occur as a result of the proposed project; no mitigation measures are required.

### 3.6 GEOLOGY AND SOILS

a) **Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:**

i) **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

**No Impact.** Fault rupture impacts occur when a structure is situated on top of an active fault that displaces in two separate directions during an earthquake. The project site is not within an Alquist-Priolo Zone, nor is it situated on any known active fault. The nearest Alquist-Priolo Zone is approximately 3.5 miles south of the project site (California Department of Conservation 2007). As no known faults exist beneath the project site, fault rupture is unlikely to impact the site. Furthermore, compliance with the latest version of the Uniform Building Code would mitigate impacts related to seismic activity to an acceptable level. No impact would occur, and no further mitigation measures are required.

ii) **Strong seismic ground shaking?**

**Less Than Significant Impact.** One of the predominant effects of an earthquake is ground shaking. All of southern California is seismically active and may be subject to ground shaking. The impacts associated with ground shaking at this site would not be greater than that at other sites in southern California. Compliance with the California Building Code would reduce the potential for impacts related to seismic activity. No significant impacts would occur due to implementation of the proposed project, and no further mitigation measures are required.

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#### iii) Seismic-related ground failure, including liquefaction?

**Less Than Significant Impact.** Liquefaction refers to loose, saturated sand or gravel deposits that lose their load supporting capability when subjected to intense shaking. The project site, along with much of the surrounding area, is in a liquefaction zone designated by the California Seismic Hazards Zones map for the Baldwin Park Quadrangle (Division of Mines and Geology 1998). The City of Industry, via the Los Angeles County Department of Building and Safety, is required by the Seismic Hazards Mapping Act to ensure that a geotechnical report defining and delineating any seismic hazard is prepared prior to development approval for a project within the City. However, if the City, via the Los Angeles County Department of Building and Safety, finds that no undue hazards exist, based on previous studies conducted in the immediate vicinity of the project site, the geotechnical report may be waived.

California Code of Regulations Section 3724 outlines specific criteria for project approval. A project is to be approved only when the seismic hazards at the site have been evaluated in a geotechnical report. The report must contain site-specific evaluations of seismic hazards affecting the project and shall identify portions of the project site containing seismic hazards. Copies of the report must be submitted to the State Geologist after approval by the local government. The project applicant is required to comply with the findings in the report, including any appropriate mitigation measures that have been incorporated into the report.

Compliance with existing codes and regulations ensure that the proposed project is not subject to significant liquefaction impacts. As the existing Chevron fueling station and existing structures near the project site were constructed in the designated liquefaction zone, the proposed structure is not subject to significant liquefaction hazards. Compliance with existing requirements would ensure that no significant impacts would occur, and no further mitigation measures are required.

#### iv) Landslides?

**No Impact.** The project site is not in a designated landslide zone according to the California Seismic Hazards Zones map for the Baldwin Park Quadrangle (California 1999). The project area is generally flat. There are no major slopes on or adjacent to the project site. The project site would therefore not be affected by landslides or slope failures. No impacts related to landslides or slope failures would occur, and no mitigation measures are required.

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

**Less Than Significant Impact.** The proposed project site is currently developed and located in a developed area. Construction will remove approximately 320 cubic yards of soil from the site and import approximately 160 cubic yards. No significant erosion or loss of topsoil is expected. Typical Construction BMPs, such as sandbag check dams, and storm water pollution control requirements will be implemented to keep eroded soil from entering the storm system. No significant impacts would occur, and no mitigation measures are necessary.



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

**Less Than Significant Impact.** The majority of the City of Industry, including the proposed project site is located within an identified liquefaction zone; however, the project site is currently developed with a Chevron fueling station and no problems with liquefaction are known to have been encountered on the project site. Furthermore, the proposed project would be required to comply with the California Building Code, and to comply with the recommendations of a project-specific geotechnical report. The City will evaluate the design of the building at the time of building permit issuance to ensure compliance with the geotechnical report recommendations. Impacts would be less than significant. No impacts related to unstable soil would occur, and no mitigation measures are required.

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

**No Impact.** The site is already paved and no problems with expansive soils are known to have been encountered on the project site. Compliance with existing codes and regulations would ensure that no significant impacts from expansive soils would occur as a result of the proposed project. No impact would occur, and no mitigation measures are necessary.

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

**No Impact.** The proposed project would not create any habitable structures. Development of the proposed project would not require the installation of a septic tank or alternative wastewater disposal systems. No significant impacts to the current wastewater disposal system would occur as a result of the proposed project. No mitigation measures are necessary.

### 3.7 GREENHOUSE GAS EMISSIONS

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

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

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

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

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The proposed project would generate GHG emissions from vehicle trips generated by the project, energy use (indirectly from purchased electricity use), and area sources (e.g., equipment used on-site, consumer products, coatings). Annual GHG emissions were calculated for operation of the project.<sup>1</sup> Project-related GHG emissions are shown in Table 4, *Project-Related GHG Emissions*. As shown in the table, the proposed project at buildout would generate 208 metric tons of carbon dioxide–equivalent (MTCO<sub>2e</sub>) emissions per year. The total increase of GHG emissions on-site from the project would not exceed the SCAQMD’s bright-line threshold of 3,000 MTCO<sub>2e</sub>,<sup>2</sup> and the proposed project’s cumulative contribution to GHG emissions is less than significant. No mitigation measures are required.

**Table 4 Project-Related GHG Emissions**

| Source                               | MTCO <sub>2e</sub> /year | Percent of Project Total |
|--------------------------------------|--------------------------|--------------------------|
| Area                                 | <1                       | <1%                      |
| Energy <sup>1</sup>                  | 4                        | 2%                       |
| Mobile                               | 204                      | 98%                      |
| Waste                                | 0                        | 0%                       |
| Water                                | 0                        | 0%                       |
| <b>Total Emissions</b>               | 208                      | 100%                     |
| SCAQMD’s Bright-Line Threshold       | 3,000                    | NA                       |
| <b>Exceeds Bright-Line Threshold</b> | No                       | NA                       |

Source: CalEEMod Version 2016.3.1.

MTCO<sub>2e</sub>: metric tons of carbon dioxide-equivalent

Note: Percent changes from each source may not total to 100 percent due to rounding.

<sup>1</sup> Assumes implementation of the 2016 California Green Building Standards Code (CALGreen) and 2016 Building Energy Efficiency Standards. The 2016 Building and Energy Efficiency Standards are 5 percent more energy efficient than the 2013 Standards for non-residential buildings.

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

**Less Than Significant Impact.** Applicable plans adopted for the purpose of reducing GHG emissions include the California Air Resources Board’s (CARB) Scoping Plan, the Southern California Association of Governments’ (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and the County of Riverside’s Climate Action Plan (CAP). A consistency analysis with these plans is presented below.

**CARB Scoping Plan**

CARB’s Scoping Plan is California’s GHG reduction strategy to achieve the state’s GHG emissions reduction target established by Assembly Bill (AB) 32, which is to return to 1990 emission levels by year 2020, and Senate Bill 32 (SB 32), which is to be 40 percent below 1990 emissions levels by year 2030. The CARB Scoping Plan is applicable to state agencies and is not directly applicable to cities/counties and individual projects.

<sup>1</sup> Emissions generated during the construction phase are nominal since it would involve a maximum of 2 pieces of heavy construction equipment and 6 truck haul trips per day.

<sup>2</sup> This threshold is based on a combined threshold of 3,000 MTCO<sub>2e</sub> for all land use types, proposed by SCAQMD’s Working Group based on a survey of the GHG emissions inventory of CEQA projects. Approximately 90 percent of CEQA projects’ GHG emissions inventories exceed 3,000 MTCO<sub>2e</sub>, which is based on a potential threshold approach cited in CAPCOA’s white paper, “CEQA and Climate Change.”

### 3. Environmental Analysis

Nonetheless, the Scoping Plan has been the primary tool that is used to develop performance-based and efficiency-based CEQA criteria and GHG reduction targets for climate action planning efforts.

Since adoption of the 2008 Scoping Plan, state agencies have adopted programs identified in the plan, and the legislature has passed additional legislation to achieve the GHG reduction targets. Statewide strategies to reduce GHG emissions include the Low Carbon Fuel Standard (LCFS), California Appliance Energy Efficiency regulations, California Renewable Energy Portfolio standard, changes in the Corporate Average Fuel Economy (CAFE) standards, and other early action measures as necessary to ensure the state is on target to achieve the GHG emissions reduction goals of AB 32. Also, new buildings are required to comply with the 2016 Building and Energy Efficiency Standards and 2016 California Green Building Code (CALGreen). The state recently released the *2030 Climate Change Scoping Plan Update* to address the new 2030 interim target to achieve a 40 percent reduction below 1990 levels by 2030, established by SB 32. While measures in the Scoping Plan apply to state agencies and not the proposed project, the project's GHG emissions would be reduced from compliance with statewide measures that have been adopted since AB 32 and SB 32 were adopted.

#### **SCAG's Regional Transportation Plan/Sustainable Communities Strategy**

In addition to AB 32, the California legislature passed Senate Bill (SB) 375 to connect regional transportation planning to land use decisions made at a local level. SB 375 requires the metropolitan planning organizations to prepare a Sustainable Communities Strategy (SCS) in their regional transportation plans to achieve the per capita GHG reduction targets. For the SCAG region, the SCS was adopted in April 2016 (SCAG 2016). The SCS does not require that local general plans, specific plans, or zoning be consistent with the SCS, but provides incentives for consistency for governments and developers. The proposed project is consistent with the underlying General Plan land use designation and would not interfere with SCAG's ability to implement the regional strategies outlined in the RTP/SCS.

### **3.8 HAZARDS AND HAZARDOUS MATERIALS**

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

**Less Than Significant Impact.** The proposed project would involve installation of one new fueling station and fuel tank at an existing Chevron fueling station. Diesel and regular gasoline fuel would be transported to the site to fill the new tank. However, storage tank refueling is a routine procedure and fuel is currently being transported to the site to fill the existing fuel tanks. The storage of automobile fuel in underground storage tanks will be carried out in accordance with Division 4 of Title 11 of the Los Angeles County Code, which specifies responsibility of unauthorized releases, investigation and records, and violations and enforcement actions. The new tank will be designed in a manner that provides spill and overflow protection, in accordance with Division 20, Chapter 6.7, of the California Health and Safety Code, section 25290.1(a). Furthermore, the project site is in a commercial and industrial area. While the proposed project would result in transport of diesel fuel to the site, the transport of diesel fuel would not create a significant hazard. Impacts would be less than significant, and no mitigation measures are required.

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

**Less Than Significant Impact.** The proposed project would install a new fueling station with associated fuel storage tank at an existing Chevron fueling station. The tank to be installed would be a double-walled, fiberglass tank with sensors in the interstitial space to alert the presence of any leaks. The tank would be installed underground adjacent to the existing fuel tanks, which minimizes the likeliness of vehicular accidents damaging the tank and resulting in a release. The proposed project is also subject to safety review by the Los Angeles County Fire Department Health Hazardous Materials Division. The project will be required to comply with the safety requirements of the Fire Department, the Los Angeles County Code, and the California Health and Safety Code. The proposed project would not create a significant hazard to the public. No significant impacts would occur, and no mitigation measures are required.

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

**Less Than Significant Impact.** The nearest school is La Puente High School, approximately 0.4 mile northeast of the project site. There are no schools within a quarter-mile of the site. Furthermore, emissions from the fuel dispensing equipment are controlled by SCAQMD. As such, no significant emissions of hazardous or acutely hazardous materials are anticipated as a result of project implementation. No significant impacts would occur, and no mitigation measures are necessary.

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

**Less Than Significant Impact.** The project site is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (DTSC 2017). The following database was searched for listings of hazardous materials sites within or adjacent to the site.

- GeoTracker, State Water Resources Control Board (SWRCB 2017)

The project site is listed on Geo Tracker as having a leaking underground storage tank (LUST) site, with the case being opened by the Regional Water Quality Control Board (RWQCB) in February 2000. As a result of the leak, three ground water monitoring wells were installed, and monitored semi-annually. In 2007, soil vapor extraction was performed. The RWQCB closed the case in 2013, and removed the monitoring wells. There have been no further reports of hazardous materials release at the proposed project site.

Geo Tracker also identified a LUST on the parcel approximately 400 feet south west of the project site. The leak was discovered in 2003, and the case was closed by the RWQCB in 2014. As the proposed project would not increase human activity at the site, it would not increase exposure of people to any existing hazards. The project will be required to comply with the safety requirements of the Fire Department, and the Los Angeles County Code, and the California Health and Safety Code. No hazard impact to the public or the environment would occur as a result of project implementation. No additional study is necessary, and no mitigation is needed.

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

**No Impact.** The project site is not within an airport land use plan or within two miles of a public airport. The closest airport to the project site is the El Monte Airport, 6 miles northwest of the project site. No impact to or from an airport would occur as a result of the proposed project, and no mitigation measures are required.

- f) **For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?**

**No Impact.** There are no private airstrips in the vicinity of the project site. The Civic Financial Center heliport, however, is approximately 0.3 mile to the north of the project site. The proposed project would install a seventeen feet and eleven-inch-high structure next to an existing convenience store and fuel dispensing station with a canopy of similar height. Due to the small size of the project, it would have no effect on aircraft. The project site is fully developed, and the proposed project would not create any habitable buildings. No new hazards would be created. No impacts related to airstrips would occur, and no mitigation measures are required.

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

**No Impact.** The proposed project would not affect movement, site access, or otherwise affect any emergency response plans. The proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. No impacts would occur and no mitigation measures are required.

- h) **Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

**No Impact.** The site is in a developed area, and there are no wildlands in the vicinity of the site. Furthermore, the proposed project would not create any habitable structures or significantly intensify the use of the site or other sites. No impacts related to wildland fires would occur, and no mitigation measures are required.

### 3.9 HYDROLOGY AND WATER QUALITY

- a) **Violate any water quality standards or waste discharge requirements?**

**Less Than Significant Impact.** As part of Section 402 of the Clean Water Act, the US Environmental Protection Agency (USEPA) has established regulations under the National Pollutant Discharge Elimination System (NPDES) program to control direct stormwater discharges. In California, the State Water Resources Control Board (SWRCB) administers the NPDES permitting program and is responsible for developing NPDES permitting requirements. The NPDES program regulates pollutant discharges, which include construction activities.

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The proposed project would not involve development of a new site. It would instead involve the installation of an additional fueling station and underground storage tank at an existing Chevron fueling station. The construction contractor would implement construction BMPs, such as sandbag check dams, to ensure that construction related sediments and other pollutants would be retained on site and would not be transported from the site via sheetflow, swales, area drains, natural drainage courses or wind. The proposed fueling station would not increase the amount of impermeable surfaces on the site or affect the drainage of the site. The proposed project would not affect area surface waters. No significant impacts would occur and no mitigation measures are required.

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g. the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

**Less Than Significant Impact.** The project site is over the Main San Gabriel Valley Groundwater Basin (“Basin”). The site is not used for intentional groundwater recharge therefore development would not substantially interfere with groundwater recharge. No groundwater wells are proposed to be constructed as part of the proposed project. The project site is fully developed with impermeable surfaces, and the project would not reduce the amount of permeable surfaces in the area. Therefore, the proposed project would not involve a change in the groundwater supply or interfere with groundwater recharge. Impacts would be less than significant, and no mitigation measures are required.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site.**

**No Impact.** The project site is paved and is currently used as an existing Chevron fueling station. It is surrounded by fully developed areas. Permeable surfaces are limited to minor landscaping on or adjacent to the project site. The proposed project would install a relatively small canopy structure on a fully developed site. The project would therefore not result in increased stormwater runoff from the project site. The project would not affect the drainage of the site or area and would not cause substantial erosion or siltation. No impacts would occur and no mitigation measures are required.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?**

**No Impact.** The project site is entirely paved and is developed. The proposed fueling station would not increase permeable surface on the project site, and therefore, there would be no increase in runoff from the site. As the proposed project would not alter the drainage from the project site, the proposed project would not cause the alteration of the course of a stream or river, or substantially alter the existing drainage pattern of the site or area. No significant increase in water runoff would occur from the project site. No impacts would occur and no mitigation measures are necessary.

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

**No Impact.** The proposed project would not increase impermeable surfaces at the site or alter the drainage of the site. Runoff from the project site would not be increased or altered. Therefore, it is not anticipated that the proposed project would provide a substantial additional source of polluted runoff to area storm drain systems. No mitigation measures are necessary.

- f) **Otherwise substantially degrade water quality?**

**No Impact.** Implementation of the proposed project would not directly or indirectly result in a significant decrease in water quality. The project would not alter the drainage from the site or affect area water supplies. The new underground storage tank to be installed would be a double-walled, fiberglass tank with interstitial sensor mechanisms in place to alert the presence of a leak in one of the walls of the tank. Additionally, Section 11.74.030(F) of the Los Angeles Health and Safety Code requires that drainage from facilities containing newly installed automotive fuel storage tanks be controlled in a manner to prevent hazardous substances from being released into the storm drainage system. No impacts would occur, and no mitigation measures are necessary.

- g) **Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?**

**No Impact.** The proposed project does not involve the construction of housing. According to the Federal Emergency Management Agency (FEMA) flood map for the project area, the proposed project site does not lie within a 100-year flood hazard area (FEMA 2017). FEMA designates the project site and surrounding area as Zone X, an area of 0.2 percent annual chance flood. No impacts would occur as a result of the proposed project. No mitigation measures are necessary.

- h) **Place within a 100-year flood hazard area structures which would impede or redirect flood flows?**

**No Impact.** The project site and surrounding area do not lie within a 100-year flood hazard area, according to the FEMA flood map for the project area (FEMA 2017). No impacts would occur and no mitigation measures are required.

- i) **Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?**

**No Impact.** The project site is in a developed area and is not at significant risk of flooding. Additionally, the proposed project would not create any habitable structures or substantially increase activity at the project site. No new hazards would result from the proposed project. No impacts would occur, and no mitigation measures are required.

- j) **Inundation by seiche, tsunami, or mudflow?**

**No Impact.** A seiche is a surface wave created when a body of water is shaken, usually by earthquake activity. Seiches are of concern relative to water storage facilities because inundation from a seiche can occur if the wave overflows a containment wall, such as the wall of a reservoir, water storage tank, dam or other artificial

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body of water. Although there are no large water tanks in the area that could impact the proposed project site, there are dams in the region that could create flooding impacts. Thirteen dams in the greater Los Angeles area moved or cracked during the 1994 Northridge earthquake. However, none were severely damaged. This low damage level was due in part to completion of the retrofitting of dams and reservoirs pursuant to the 1972 State Dam Safety Act.

Nearby dams include the Puddingstone Reservoir Dam, approximately 10 miles northeast of the project site. The Puddingstone Dam Inundated Area map indicates that the project site is not in the inundation zone of the dam (Los Angeles 1973).

The proposed project is approximately 20 miles from the Pacific Ocean. Due to the distance between the site and the ocean, the project site would not be subject to tsunamis. The project site and surrounding area are relatively flat, and there are no substantial slopes on or adjacent to the site. The proposed project would therefore not be subject to mudflows.

The project site is in a developed area, and the proposed project would not significantly alter the use of the site or its surroundings. The project would not be subject to substantial risk of flooding, and would not increase exposure to flood hazards. The proposed project would not be subject to inundation by seiche, tsunami, or mudflows. No impacts would occur, and no mitigation measures are required.

#### 3.10 LAND USE AND PLANNING

a) **Physically divide an established community?**

**No Impact.** The proposed project would install a relatively small structure on a developed commercial parcel. The project would not divide or otherwise affect any residential communities. No impacts would occur and no mitigation measures are necessary.

b) **Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?**

**No Impact.** The project site is currently designated as Commercial by the City of Industry General Plan Map and Commercial – Adult Business Overlay on the Zoning Map (Industry 2014). The proposed project is consistent with the existing zoning for the project site. The proposed project would also not conflict with any adopted environmental plans or policies. Therefore, the project would not conflict with any applicable land use plans, policies or regulations of any agencies with jurisdiction over the project. No impacts would occur as a result of the proposed project. No mitigation measures are necessary.

c) **Conflict with any applicable habitat conservation plan or natural community conservation plan?**

**No Impact.** The project site is zoned for commercial use and there are no Habitat Conservation Plans, Natural Community Conservation Plans, or other approved local, regional or state habitat conservation plans in effect (Industry 2014). No significant impacts would occur on any local, regional, or state habitat conservation plans as a result of the proposed project. No impacts would occur and no mitigation measures are necessary.



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#### 3.11 MINERAL RESOURCES

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

**No Impact.** No mineral resources that would be of value to the region and the residents of the state have been identified on the project site. Furthermore, the project site is currently developed. The availability of natural resources would not be affected by the proposed fueling station on a developed site. No significant impacts would occur on mineral resources of regional or statewide importance as a result of the proposed project. No mitigation measures are necessary.

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

**No Impact.** No mineral resources of local importance have been identified on the project site. Therefore, the project would not result in the loss of a locally important mineral resource. No impacts would occur and no mitigation measures are necessary.

#### 3.12 NOISE

Fundamentals of acoustics, the characterization of noise and vibration, and project-specific technical information (including existing regulations, and calculation worksheets for construction noise and vibration) can be found in Appendix B of this Initial Study.

Noise is defined as sounds that are loud, unpleasant, unexpected, or otherwise undesirable. Excessive noise is known to have several adverse effects on people, including hearing loss, speech and sleep interference, physiological responses, and annoyance. Based on these known adverse effects of noise, the federal government, state, and City have established criteria to protect public health and safety and to prevent the disruption of certain human activities, such as classroom instruction.

##### **Existing Noise Environment**

The project site is currently a Chevron fueling station at the corner of Valley Boulevard and Hacienda Boulevard in the City of Industry in Los Angeles County. The site is surrounded by commercial and industrial uses. A Union Pacific Railroad line lies approximately 630 feet to the northeast. According to the City of Industry General Plan EIR (Industry 2014), the ambient noise environment for the project site area is at least 70 dBA CNEL.

The nearest noise-sensitive receptors are La Puente High School, approximately 1,900 feet to the northeast, and single-family residences, approximately 2,000 feet to the east. Both of these sets of receptors are located within the boundaries of the City of La Puente and both sets are exposed to noise from the surrounding commercial, industrial, and residential uses, nearby traffic along major arterials, and train pass-bys along the Union Pacific Railroad line.

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#### Noise Impact Assessment

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

**a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

**Less Than Significant Impact.** Long-term impacts could be significant if the project creates activity or generates a volume of traffic that would substantially raise the ambient noise levels. A substantial increase in ambient noise is defined as 3 dB CNEL. A 3 dB increase in traffic noise levels corresponds to approximately a doubling of average daily traffic (ADT).<sup>3</sup>

#### Traffic Noise

Per the traffic analysis, the project is estimated to generate 652 daily trips. In comparison to existing traffic on Valley Boulevard (35,639 ADT) and Hacienda Boulevard (42,889 ADT) in the vicinity of the project site, the project contribution represents a worst-case increment of less than 2 percent (Industry, 2014). This small increment in flows translates into less than 0.1 dB of traffic-generated noise, which is completely negligible in comparison to existing traffic flows on nearby streets. As such, the project-generated noise increases on both Valley Boulevard and Hacienda Boulevard would be well below the threshold of audibility and well below the 3 dB threshold of significance. Thus, traffic noise increases in the area surrounding the project site would be less than significant and no mitigation measures are necessary.

#### Stationary-Source Noise

Stationary source impacts would be limited to an increase in car movements and idling due to the addition of the new fueling pumps, as well as an increase in idling and mechanical noises due to fuel deliveries to the new fuel tanks. These types of noise sources are the same as existing sources at the site, and would be overshadowed by roadway and commercial noise sources. Furthermore, stationary sources would be subject to the restrictions in the Municipal Code, and there are no sensitive receptors in the immediate vicinity of the project site. Therefore, permanent noise increases due to project-related stationary sources would be less than significant and no mitigation measures are necessary.

**b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?**

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

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<sup>3</sup> Vehicle types, flow speeds, and roadway geometries being held constant.

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#### Operational Activities

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

#### Construction Activities

The project would construct additional fueling stations and fuel tanks at an existing gas station. Overall, project construction is expected to last 45 days. Construction activities can generate ground vibration that varies depending on the construction procedures, equipment used, and proximity to vibration-sensitive uses. Construction equipment generates vibrations that spread through the ground and diminish in amplitude with distance. Such vibrations may have two types of potential impacts: (a) architectural damage to nearby buildings and (b) annoyance to vibration-sensitive receptors.

Due to the limited nature of construction activities, there will be little use of heavy construction equipment. The demolition phase will include the use of one backhoe, while soil haul will require haul trucks. Construction of the structures will require use of a crane, but no other large equipment. The use of high-vibration equipment, such as pile drivers or vibratory rollers, is not anticipated.

Table 5, *Typical Vibration Levels Produced by Common Construction Equipment*, shows the typical vibration levels (in terms of peak particle velocities, PPV, and vibration velocity decibels, VdB) of some common construction equipment and haul trucks (loaded trucks). Potential vibration effects that could result in architectural damage are typically evaluated in terms of the peak particle velocity (PPV) metric, while vibration annoyance effects are typically evaluated in terms vibration decibels (VdB).

**Table 5 Vibration Levels Produced by Common Construction Equipment**

| Equipment        | Peak Particle Velocity in inches per second    |           |            |
|------------------|--|-----------|------------|
|                  | at 25 ft.                                      | at 50 ft. | at 150 ft. |
| Vibratory Roller | 0.210  | 0.074     | 0.014      |
| Large Bulldozer  | 0.089  | 0.031     | 0.006      |
| Loaded Trucks    | 0.076  | 0.027     | 0.005      |
| Jackhammer       | 0.035  | 0.012     | 0.002      |
| Small Bulldozer  | 0.003  | 0.001     | 0.000      |
| Equipment        | Vibration velocity in vibration decibels (VdB) |           |            |
|                  | at 25 ft.                                      | at 50 ft. | at 150 ft. |
| Vibratory Roller | 94   | 88        | 78         |
| Large Bulldozer  | 87   | 81        | 71         |
| Loaded Trucks    | 86   | 80        | 70         |
| Jackhammer       | 79   | 73        | 63         |
| Small Bulldozer  | 58   | 52        | 42         |

Source: Federal Transit Administration: Transit Noise and Vibration Impact Assessment, 2006.

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#### Vibration-induced Architectural Damage

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

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

#### Vibration Annoyance

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

Vibration dissipates quickly with distance, and the nearest sensitive receptors are at least 1,900 feet from the construction zone (using this spatial average methodology). At this distance, vibration levels from a backhoe (comparable to a large bulldozer) would be approximately 31 VdB - well below the 78 VdB threshold for vibration-induced annoyance. Additionally, construction would take place during the least sensitive hours of the day. Therefore, vibration annoyance impacts from construction would be less than significant and no mitigation measures are necessary.

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

- c) **A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?**

**Less Than Significant Impact.** As previously discussed in Item (a) above, impacts due to stationary-source and traffic-generated noise would be less than significant. Thus, there would be no substantial permanent

### 3. Environmental Analysis

increase in ambient noise levels as a result of project implementation. Impacts would be less than significant and no mitigation measures are necessary.

**d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?**

**Less Than Significant Impact.** The County of Los Angeles and the Cities of Industry (which adopts the County noise regulations) and La Puente recognize that the control of construction noise is difficult at best and all provide an exemption for this type of noise when the work is performed within the hours specified within the County of Los Angeles Noise Ordinance (i.e., 7:00 AM to 7:00 PM Monday through Saturday). The City of La Puente has similar hours of operation, from 7:00 AM to 8:00 PM Monday through Friday. While the County Noise Ordinance also lists the maximum acceptable noise levels at off-site receptor locations, there are no sensitive receptors within the vicinity of the project area. Compliance with the Noise Ordinance is mandatory and, as such, does not constitute mitigation under CEQA.

#### **Construction-related Transport**

Two types of noise impacts could occur during the project construction phase. First, the transport of workers and equipment to the construction site would incrementally increase noise levels along site access roadways. According to the Air Quality section, there would be a maximum of 6 truck load trips per day. This number of construction-related vehicle trips would be much less than a 1 percent increase in total daily vehicle flows along Valley Boulevard (35,639 ADT) and Hacienda Boulevard (42,889 ADT) (Industry, 2014). As such, this would result in a noise level increase of much less than 0.1 dB CNEL. While individual construction truck pass-bys may create momentary noise levels of up to approximately 85 dBA ( $L_{max}$  at 50 feet from the centerline of any given truck), these occurrences will be no different than the similar truck pass-bys that currently occur along Valley Boulevard, Hacienda Boulevard, and other surrounding roadways. Additionally, there are no noise-sensitive receptors in the vicinity that would be affected by local construction trips. As such, construction vehicle noise will be less than significant and no mitigation measures are necessary.

#### **On-site Activities**

The second type of potential impact is related to noise generated by on-site construction activities. Due to the limited nature of construction activities, there will be little use of heavy construction equipment. The demolition phase will include the use of one backhoe, while soil haul will require haul trucks. Construction of the structures will require use of a crane, but no other large equipment. Overall, project construction is expected to last 45 days.

A backhoe generates an average sound level of 85 dBA as measured at a distance of 50 feet, which is louder than haul trucks and cranes (Bolt, Beranek and Newman, 1971). The noise produced from construction decreases at a rate of approximately 6 dB per doubling of distance (conservatively ignoring other attenuation effects from air absorption, ground effects, and/or shielding/scattering effects). Therefore, at 100 feet, the source noise level would be about 6 dB less or 79 dBA  $L_{eq}$ . Similarly, at 200 feet, the noise level would be about 12 dB less or 72 dBA  $L_{eq}$ .

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As stated, the project site is situated within a commercial and industrial area with no nearby noise-sensitive uses. The nearest noise-sensitive receptors are La Puente High School, approximately 1,900 feet to the northeast, and single-family residences, approximately 2,000 feet to the east. At these distances, construction noise levels would be reduced by a minimum of 32 dB due to distance attenuation alone. Thus, construction noise levels at the nearby noise-sensitive uses would be less than 53 dBA  $L_{eq}$ . Since these school and residential receptors are located near commercial and industrial uses and high-traffic roadways, it is likely that the project's construction noise level is much lower than the existing ambient noise levels that are currently generated by much-closer roadway/industrial sources.

Therefore, given the distance to the nearest sensitive receptors, high ambient noise levels, the limited duration of construction activities, and the fact that construction would be limited to the least-sensitive portions of the day (when many residents would be away from their homes), impacts would be less than significant and no mitigation measures are necessary.

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

**No Impact.** The project site is not located within an area covered by an airport land use plan or within two miles of a public airport or public-use airport. The nearest public airports are El Monte Airport, 6.3 miles northwest of the site, and Fullerton Municipal Airport, 10.3 miles south of the site (Airnav, Google Earth Pro, 2017). While light plane and other aircraft noise is occasionally noticeable in the project area, the project is well beyond any airport's 60 dBA CNEL zone. Therefore, the proposed project would not expose people to excessive aircraft noise levels and no mitigation measures are necessary.

- f) **For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?**

**No Impact.** There are no private airstrips near the project site. The closest heliports to the site are the LA County Sheriff's Department Helicopter and the City of Industry Civic Financial Center Heliport, both of which are approximately 0.3 miles north of the project site (Airnav.com, Google Earth Pro, 2017). Both of these facilities have infrequent and sporadic use, which would result in negligible amounts of noise at the project site. As above, these limited helicopter operations may, occasionally, be noticeable in the project area, but the project site would not be exposed to private aircraft-generated noise levels anywhere near 60 dBA CNEL. Therefore, no impacts would occur due to private airports and heliports and no mitigation measures are necessary.

#### 3.13 POPULATION AND HOUSING

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

**No Impact.** The proposed project installs a new fueling station at an existing Chevron fueling station. It would not create any habitable structures. No new housing or the need for a significant amount of new infrastructure

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would be created as a result of the construction or operation of the proposed project. No increase in population growth would occur as a result of the proposed project. No impacts would occur and no mitigation measures are necessary.

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

**No Impact.** The proposed construction of the fueling station would occur on a site that is currently used as a Chevron fueling station. The proposed project would not displace any housing. No impacts on existing housing would occur as a result of the proposed project. No mitigation measures are necessary.

**c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?**

**No Impact.** The proposed construction of the fueling station would occur on a site that is currently used as a Chevron fueling station. The proposed project would not displace any housing or otherwise displace people. No impacts on existing housing would occur as a result of the proposed project. No mitigation measures are necessary.

### 3.14 PUBLIC SERVICES

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

**a) Fire protection?**

**Less Than Significant Impact.** The operation of the proposed fueling station would require refueling of the tank, and the presence of diesel fuel at the site. The Los Angeles County Fire Department Health Hazardous Materials Division is responsible for responding to issues related to hazardous materials including diesel fuel. However, the proposed project would not substantially increase the use of or need for fire protection services. Furthermore, the proposed project would be subject to approval by the Los Angeles County Fire Department, which would ensure that sufficient personnel are available to serve the proposed project. The proposed project would not substantially increase human activity at the site or create new habitable structures, and would therefore not increase the number of calls for fire protection services. No significant impacts would result from project implementation. No mitigation measures are necessary.

**b) Police protection?**

**No Impact.** No significant increases in demand for police protection services would occur because of the installation of the proposed fueling station. The Los Angeles County Sheriff's Department would continue to provide service to the project area. No impacts would occur and no mitigation measures are necessary.

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#### c) Schools?

**No Impact.** Demand for school is generally related to population growth and creation of residences. The proposed project does not involve residential development and would not increase the population of the area. Demand on local schools would be unaffected by the proposed project. No impacts would occur as a result of the proposed project, and no mitigation measures are necessary.

#### d) Parks?

**No Impact.** The proposed project would not substantially change the level of activity in the project area. It would not involve park development or displacement. Utilization of any nearby parks would not change as a result of the proposed project. No impacts related to parks would occur, and no mitigation measures are necessary.

#### e) Other public facilities

**No Impact.** The proposed project would not increase activity in the project area. It would not require the use or maintenance of other public facilities. No impacts would occur, and no mitigation measures are necessary.

### 3.15 RECREATION

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

**No Impact.** The proposed project does not include any residential development and would not increase activity in the project area. The use of existing parks in the area would be unaffected by the installation of the proposed fueling station. The project would therefore not increase the demand for recreational facilities. No impacts would occur on existing neighborhood or regional parks as a result of the proposed project. No mitigation measures are necessary.

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

**No Impact.** The proposed project would not create any new recreational facilities. Additionally, the proposed project would not induce population growth, affect usage of existing parks, or otherwise necessitate the creation of new recreational facilities. No impacts related to recreational facilities would occur, and no mitigation measures are required.

### 3.16 TRANSPORTATION/TRAFFIC

#### a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system,



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**including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?**

**Less Than Significant Impact.**

#### Existing Conditions

Access is provided by Valley Boulevard and Hacienda Boulevard. Valley Boulevard is 6-lane divided roadway with a raised median that provides east-west access. Hacienda Boulevard is a 6-lane divided roadway with a raised median that provides east-west access. The existing site has two entrances on each street, only right in/right out turns are possible.

Sidewalks are located along both sides of Valley Boulevard and Hacienda Boulevard in the vicinity of the project site. Marked pedestrian crossings are located at the intersection of Valley Boulevard and Hacienda Boulevard. There are no marked bicycle lanes on Valley Boulevard and Hacienda Boulevard near the site. Foothill Transit provides bus service 185 with a bus stop located in front of the site on Hacienda Boulevard just north of Valley Boulevard.

#### Project Trip Generation

The proposed project would include the addition of two fueling stations to the existing four fueling stations at the site. Once operational, the additional fueling stations may result in an increase in traffic volumes on the existing access driveways and possibly on Valley Boulevard and Hacienda Boulevard due to diverted trips from vehicles getting off their way for fuel. To evaluate potential traffic impacts related to the project on local traffic, trip generation rates attributable to the project were determined for daily and peak hour traffic flows. Morning peak hour traffic is assumed to occur between the hours of 7:00 AM and 9:00 AM, while evening peak hour traffic occurs between the hours of 4:00 PM to 6:00 PM.

The proposed project's trip generation was based on trip generation rates established for the gasoline/service station land use category in the Institute of Transportation Engineers' Trip Generation Manual (ITE 2012). Table 6, *Project Trip Generation* shows the Trip Generation for this project.

**Table 6 Project Trip Generation**

| Land Use                 | Fuel Positions | Trip Generation <sup>1</sup> |              |     |       |              |     |       |
|--------------------------|----------------|------------------------------|--------------|-----|-------|--------------|-----|-------|
|                          |                | Daily                        | AM Peak Hour |     |       | PM Peak Hour |     |       |
|                          |                |                              | In           | Out | Total | In           | Out | Total |
| Gasoline/Service Station | 4              | 652                          | 24           | 24  | 48    | 28           | 28  | 56    |

<sup>1</sup>Trip generation rates for land use code 944, per the ITE Trip Generation Manual 9th Edition.

The number of new daily vehicle trips per day entering and leaving the site driveways would be 652, 48 in the AM peak hour and 56 in the PM peak hour. People seldom begin a trip with the intent visit a gas station; rather, they stop along the route during an existing trip, hence the term "pass-by" trip. As a result, the number of trips noted above likely overstate trip generated by the station by a large percentage.

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As the number of pass-by trips (which are trips that are already in the circulation network and only stop by the site to fuel or make a purchase at the convenience store) at gasoline/service stations are approximately 60% of the total 1 of trips, the number of “new” trips with the project would be approximately 260 daily, which 20 occur in the AM peak hour and 22 in the PM peak hour.

The Congestion Management Program for the County of Los Angeles states that the minimum project-added traffic that is needed before an intersection has to be studied is 50 two-way trips in either the morning or evening weekday peak hour. This is consistent with most local jurisdictions that require traffic impact studies for projects that generate more than 50 peak hour trips. Mainline freeway monitoring locations must also be analyzed for projects that would add 150 or more trips during either the morning or evening weekday peak hour. The project would not add 50 peak hour trips to any intersection, therefore it would not meet either of these thresholds. The addition of the proposed two fueling stations would create a negligible number of peak hour trips and is not anticipated to substantially increase use of the site or cause a substantial increase in traffic.

Construction traffic associated with the proposed project would be relatively small and short-term, requiring relatively few trips. As the project would not have a substantial effect on traffic, it would not conflict with any plans, ordinances, or policies related to the circulation system. No significant impacts would occur and no mitigation measures are required.

**b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?**

**Less Than Significant Impact.** The Los Angeles County Congestion Management Program (CMP) was issued by the Metropolitan Transit Authority in December 2010 (MTA 2010). All freeways and selected arterial roadways are designated elements of the CMP Highway System. The CMP requires that individual development projects of potentially regional significance undergo a traffic impact analysis. Per the CMP Transportation Impact Analysis (TIA) guidelines, a significant impact may result and a traffic impact analysis is required under the conditions listed below:

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

The nearest freeway to the project site is the Pomona Freeway (SR 60). The nearest CMP arterial roadway to the site is Azusa Avenue approximately 1 mile to the east. As indicated in Section 3.16.a, the proposed project would result in a net increase of 10 morning peak hour trips and 11 evening peak hour trips that would be distributed via two project driveways to the circulation network. These trips do not add 50 or more trips to a CMP intersection or 150 or more trips to a mainline freeway. Therefore, the proposed project does not meet the intersection/freeway criteria and the analysis of traffic impacts to CMP roadways is not required. Impacts are less than significant and no mitigation measures are necessary.

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- c) **Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?**

**No Impact.** The proposed project installs a new fueling station with a canopy of a height of 17 feet 11 inches. It would be installed in an area with an existing canopy of similar height in an industrial area. The physical installation of the proposed project would not affect air traffic patterns. Additionally, operation of the proposed project would not increase or otherwise affect frequency of air traffic. No impacts would occur and no mitigation measures are necessary.

- d) **Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?**

**Less Than Significant Impact.** The proposed project installs fuel positions and a canopy in an area at the existing Chevron fueling station that is currently paved. The adjacent areas would continue to be used for parking and drive through fueling and the same access driveways would continue to be utilized. Impacts would be less than significant, and no mitigation measures are required.

- e) **Result in inadequate emergency access?**

**No Impact.** The proposed project would not affect the existing access points of the site. Access to the existing parking area is provided by driveways on Valley Boulevard and Hacienda Boulevard. The existing access points would continue to provide adequate emergency access to the project site after implementation of the proposed project. The proposed project would not affect the emergency access of the site, and would not require changes for additional emergency access. Furthermore, the proposed project is subject to Fire Department review. This would ensure compliance with the California Fire Code and would ensure that the project meets the Fire Department's requirements for emergency access. No impacts would occur as a result of the proposed project, and no mitigation measures are necessary.

- f) **Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?**

**No Impact.** The proposed project would not displace an existing bus stop, affect the use of any existing or planned bicycle or pedestrian facility or conflict with any policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities. The proposed project would not adversely affect the performance of these transit or non-motorized transportation facilities and would not conflict with any plans or policies relative to these transportation modes. No impacts would occur.

#### 3.17 TRIBAL CULTURAL RESOURCES

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

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

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**Less Than Significant Impact with Mitigation Incorporated.** As of July 1, 2015, Public Resources Code Sections 21080.1, 21080.3.1, and 21080.3.2 require public agencies to consult with California Native American tribes recognized by the NAHC for the purpose of mitigating impacts to tribal cultural resources. This law does not preclude agencies from initiating consultation with the tribes that are culturally and traditionally affiliated with their jurisdictions.

In accordance with Public Resources Code Section 21080.1(d), a lead agency is required to provide formal notification of intended development projects to Native American tribes that have requested to be on the lead agency's list for receiving such notification. The formal notification is required to include a brief description of the proposed project and its location, lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation for tribal cultural resources. Agencies should also include information regarding any cultural resources assessment that has been completed on the project site, such as:

1. The results of any record search that may have been conducted at an Information Center of the California Historical Resources Information System (CHRIS), including, but not limited to:
  - A listing of any and all known cultural resources have already been recorded on or adjacent to the project site;
  - Copies of any and all cultural resource records and study reports that may have been provided by the Information Center as part of the records search response;
  - If the probability is low, moderate, or high that cultural resources are located on the project site;
  - Whether the records search indicates a low, moderate, or high probability that unrecorded cultural resources are located on the potential project site; and
  - If a survey is recommended by the Information Center to determine whether previously unrecorded cultural resources are present.
2. The results of any archaeological inventory survey that was conducted, including:
  - Any report that may contain site forms, site significance, and suggested mitigation measures; or
  - All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure in accordance with California Government Code Section 6254.10.
3. The results of any Sacred Lands File check conducted through the NAHC.
4. Any ethnographic studies conducted for any area including all or part of the potential project site.

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5. Any geotechnical reports regarding all or part of the potential project site.

The Soboba Band of Luiseno Indians and the Gabrieleño Band of Mission Indians – Kizh Nation are on the City of Industry’s notification list pursuant to AB 52. The City prepared notification letters and distributed them to the identified tribal representatives on April 28th, 2017. No reply from either the Soboba Band of Luiseno Indians or the Gabrieleño Band of Mission Indians – Kizh Nation was received as of the publication date of this Initial Study.

The proposed project site is currently a Chevron fueling station. No tribal cultural resources have been identified on the project site, and discovery of such resources is unlikely given the highly disturbed and industrial nature of the proposed project area. If any tribal cultural resource is found on the project site, excavation will be halted, mitigation measures CUL-1 and CUL-2 shall be implemented as necessary and the NAHC will be contacted. No significant impacts to tribal cultural resources are expected to occur as a result of the proposed project. Impacts would be less than significant.

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

**Less than Significant.** The City prepared notification letters and distributed them to the identified tribal representatives on April 28th, 2017. No reply from either the Soboba Band of Luiseno Indians or the Gabrieleño Band of Mission Indians – Kizh Nation was received as of the publication date of this Initial Study. There is no substantial evidence that tribal cultural resources are present on the existing Chevron fueling station. If any tribal cultural resource is found on the project site, excavation will be halted, mitigation measures CUL-1 and CUL-2 shall be implemented as necessary and the NAHC will be contacted. No significant impacts to tribal cultural resources are expected to occur as a result of the proposed project. Impacts would be less than significant.

#### 3.18 UTILITIES AND SERVICE SYSTEMS

- a) **Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?**

**No Impact.** Implementation of the proposed project would not influence wastewater treatment requirements. The project would not install any new habitable structures or substantially increase activity at the site. The amount of effluent generated is not anticipated to increase. The existing wastewater treatment system that currently serves the project area would be capable of serving the needs of the facility. Therefore, the existing water system would be adequate. No impacts would occur as a result of the proposed project. No mitigation measures are required.

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- b) Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

**No Impact.** The proposed project would not increase water consumption or wastewater generation. Therefore, the proposed project would not require or result in the need to construct new water or wastewater treatment facilities that would cause significant environmental effects. No impacts would occur as a result of the proposed project. No mitigation measures are necessary.

- c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

**No Impact.** The existing site is paved and the project would occur on a site that is currently developed. The project would not increase impermeable surfaces at the site as the site is currently completely impermeable. The drainage of the site would not be altered, and stormwater runoff from the site would not be increased. Implementation of the proposed project would not significantly affect storm water drainage facilities. Therefore, no impacts to stormwater drainage facilities would occur as a result of the proposed project. No mitigation measures are required.

- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?**

**No Impact.** Implementation of the proposed project would not affect water supply. Operation of the proposed fueling station would not require significant water consumption. The amount of water needed to service the proposed development would not require the procurement of additional entitlements. No significant impacts would occur as a result of the proposed project. No mitigation measures are required.

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

**No Impact.** Operation of the proposed fueling station would not generate wastewater and the fueling station area would not be connected to the sewer system. No impacts related to water demand would occur, and no mitigation measures are necessary.

- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?**

**Less Than Significant Impact.** Implementation of the proposed project would not significantly affect generation of solid waste. Although construction activities may require the disposal of construction debris, solid waste generation would be temporary. Little to no increase in solid waste generation would occur during operation of the proposed fueling station. The current landfill accommodations would be sufficient to serve the needs of the proposed project. No significant impacts to landfills would occur, and no mitigation measures are necessary.

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#### **g) Comply with federal, state, and local statutes and regulations related to solid waste?**

**No Impact.** The following federal and state laws and regulations govern solid waste disposal. The USEPA administers the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act of 1965 which govern solid waste disposal. In the State of California, Assembly Bill (AB) 939 (Integrated Solid Waste Management Act of 1989; Public Resources Code 40050 et seq.) requires every California city and county to divert 50 percent of its waste from landfills by the year 2000 by such means as recycling, source reduction, and composting. In addition, AB 939 requires each county to prepare a countywide siting element specifying areas for transformation or disposal sites to provide capacity for solid waste generated in the county that cannot be reduced or recycled for a 15-year period. AB 1327, the California Solid Waste Reuse and Recycling Access Act of 1991, requires local agencies to adopt ordinances mandating the use of recyclable materials in development projects. The project would comply with all laws and regulations governing solid waste, such as those listed above. Therefore, no impact to federal, state, and local statutes and regulations related to solid waste would occur. No mitigation measures are necessary.

### **3.19 MANDATORY FINDINGS OF SIGNIFICANCE**

- a) **Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?**

**Less Than Significant Impact.** The proposed project would be integrated into the existing commercial character of the project site as it is an existing Chevron fueling station. The storage of automobile fuel in underground storage tanks will be carried out in accordance with Division 4 of Title 11 of the Los Angeles County Code, which specifies responsibility of unauthorized releases, investigation and records, and violations and enforcement actions. The new tank will be designed in a manner that provides spill and overflow protection, in accordance with Division 20, Chapter 6.7, of the California Health and Safety Code, section 25290.1(a). Operation of the proposed project would comply with all local, regional, state, and federal laws governing general welfare and environmental protection, and would not substantially degrade the quality of the existing environment. The proposed project would not disturb an unaltered landscape; therefore, the proposed project does not have the potential to degrade the quality of the environment, reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate an important example of the major periods of California history or prehistory. There are no significant plant, animal, or cultural resources on the proposed project site. Impacts would be less than significant, and no mitigation measures are required.

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- b) **Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)**

**Less Than Significant Impact.** The proposed project is consistent with the City’s General Plan. The project site is zoned Commercial, and the project is consistent with the uses of the surrounding properties and conforms to the development standards contained in the City of Industry zoning code. Because the proposed project conforms to the development goals and standards of the City, no cumulatively considerable impacts would result from the implementation of this project, and no mitigation measures are required.

- c) **Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?**

**Less Than Significant Impact.** The analysis in this Initial Study has not identified any substantial adverse impacts that the proposed project would have on human beings, either directly or indirectly. Impacts would be less than significant, and no mitigation measures are required.



### 3. Environmental Analysis

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## 4. Lead Agency Determination

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On the basis of this initial evaluation:

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

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

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

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

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

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*Signature*

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*Date*

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*Printed Name*

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*For*

#### 4. Lead Agency Determination

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## 5. List of Preparers

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# Appendix A Air Quality and Greenhouse Gas Emissions Modeling

## Appendix

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# Air Quality and Greenhouse Gas Background and Modeling Data

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## AIR QUALITY

### Climate/Meteorology

#### SOUTH COAST AIR BASIN

The project site lies within the South Coast Air Basin (SoCAB), which includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. The SoCAB is in a coastal plain with connecting broad valleys and low hills and is bounded by the Pacific Ocean in the southwest quadrant, with high mountains forming the remainder of the perimeter. The general region lies in the semi-permanent high-pressure zone of the eastern Pacific. As a result, the climate is mild, tempered by cool sea breezes. This usually mild weather pattern is interrupted infrequently by periods of extremely hot weather, winter storms, and Santa Ana winds (SCAQMD 2005).

#### Temperature and Precipitation

The annual average temperature varies little throughout the SoCAB, ranging from the low to middle 60s, measured in degrees Fahrenheit (°F). With a more pronounced oceanic influence, coastal areas show less variability in annual minimum and maximum temperatures than inland areas. The climatological station nearest to the project site is the Pomona Fairplex, California Monitoring Station (ID No. 047050). The average low is reported at 38.1°F in January, and the average high is 91.1°F in August (WRCC 2017).

In contrast to a very steady pattern of temperature, rainfall is seasonally and annually highly variable. Almost all rain falls from November through April. Summer rainfall is normally restricted to widely scattered thundershowers near the coast, with slightly heavier shower activity in the east and over the mountains. The historical rainfall average for the project area is 16.97 inches per year (WRCC 2017).

#### Humidity

Although the SoCAB has a semiarid climate, the air near the earth's surface is typically moist because of the presence of a shallow marine layer. Except for infrequent periods when dry, continental air is brought into the SoCAB by offshore winds, the "ocean effect" is dominant. Periods of heavy fog, especially along the coast, are frequent. Low clouds, often referred to as high fog, are a characteristic climatic feature. Annual average humidity is 70 percent at the coast and 57 percent in the eastern portions of the SoCAB (SCAQMD 2005).



## Wind

Wind patterns across the south coastal region are characterized by westerly or southwesterly onshore winds during the day and by easterly or northeasterly breezes at night. Wind speed is somewhat greater during the dry summer months than during the rainy winter season.

Between periods of wind, periods of air stagnation may occur, both in the morning and evening hours. Air stagnation is one of the critical determinants of air quality conditions on any given day. During the winter and fall months, surface high-pressure systems over the SoCAB, combined with other meteorological conditions, can result in very strong, downslope Santa Ana winds. These winds normally continue a few days before predominant meteorological conditions are reestablished.

The mountain ranges to the east affect the transport and diffusion of pollutants by inhibiting their eastward transport. Air quality in the SoCAB generally ranges from fair to poor and is similar to air quality in most of coastal southern California. The entire region experiences heavy concentrations of air pollutants during prolonged periods of stable atmospheric conditions (SCAQMD 2005).

## Inversions

In conjunction with the two characteristic wind patterns that affect the rate and orientation of horizontal pollutant transport, there are two similarly distinct types of temperature inversions that control the vertical depth through which pollutants are mixed. These are the marine/subsidence inversion and the radiation inversion. The combination of winds and inversions are critical determinants in leading to the highly degraded air quality in summer and the generally good air quality in the winter in the project area (SCAQMD 2005).

## Air Quality Regulations

The Proposed Project has the potential to release gaseous emissions of criteria pollutants and dust into the ambient air; therefore, it falls under the ambient air quality standards promulgated at the local, state, and federal levels. The project site is in the SoCAB and is subject to the rules and regulations imposed by the South Coast Air Quality Management District (SCAQMD). However, SCAQMD reports to California Air Resources board (CARB), and all criteria emissions are also governed by the California and national Ambient Air Quality Standards (AAQS). Federal, state, regional, and local laws, regulations, plans, or guidelines that are potentially applicable to the Proposed Project are summarized below.

## AMBIENT AIR QUALITY STANDARDS

The Clean Air Act (CAA) was passed in 1963 by the US Congress and has been amended several times. The 1970 Clean Air Act amendments strengthened previous legislation and laid the foundation for the regulatory scheme of the 1970s and 1980s. In 1977, Congress again added several provisions, including nonattainment requirements for areas not meeting National AAQS and the Prevention of Significant Deterioration program. The 1990 amendments represent the latest in a series of federal efforts to regulate the protection of air quality in the United States. The CAA allows states to adopt more stringent standards or to include other pollution species. The California Clean Air Act (CCAA), signed into law in 1988, requires all areas of the state

to achieve and maintain the California AAQS by the earliest practical date. The California AAQS tend to be more restrictive than the National AAQS, based on even greater health and welfare concerns.

These National AAQS and California AAQS are the levels of air quality considered to provide a margin of safety in the protection of the public health and welfare. They are designed to protect “sensitive receptors” most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and persons engaged in strenuous work or exercise. Healthy adults can tolerate occasional exposure to air pollutant concentrations considerably above these minimum standards before adverse effects are observed.

Both California and the federal government have established health-based AAQS for seven air pollutants. As shown in Table 1, *Ambient Air Quality Standards for Criteria Pollutants*, these pollutants include ozone (O<sub>3</sub>), nitrogen dioxide (NO<sub>2</sub>), carbon monoxide (CO), sulfur dioxide (SO<sub>2</sub>), coarse inhalable particulate matter (PM<sub>10</sub>), fine inhalable particulate matter (PM<sub>2.5</sub>), and lead (Pb). In addition, the state has set standards for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles. These standards are designed to protect the health and welfare of the populace with a reasonable margin of safety.

**Table 1 Ambient Air Quality Standards for Criteria Pollutants**

| Pollutant  | Averaging Time         | California Standard <sup>1</sup> | Federal Primary Standard <sup>2</sup> | Major Pollutant Sources   |
|--|------------------------|----------------------------------|---------------------------------------|---|
| Ozone (O <sub>3</sub> ) <sup>3</sup>                                 | 1 hour                 | 0.09 ppm                         | *                                     | Motor vehicles, paints, coatings, and solvents.   |
|  | 8 hours                | 0.070 ppm                        | 0.070 ppm                             |   |
| Carbon Monoxide (CO)   | 1 hour                 | 20 ppm                           | 35 ppm                                | Internal combustion engines, primarily gasoline-powered motor vehicles.   |
|  | 8 hours                | 9.0 ppm                          | 9 ppm                                 |   |
| Nitrogen Dioxide (NO <sub>2</sub> )                                  | Annual Arithmetic Mean | 0.030 ppm                        | 0.053 ppm                             | Motor vehicles, petroleum-refining operations, industrial sources, aircraft, ships, and railroads.  |
|  | 1 hour                 | 0.18 ppm                         | 0.100 ppm                             |   |
| Sulfur Dioxide (SO <sub>2</sub> )                                    | Annual Arithmetic Mean | *                                | 0.030 ppm                             | Fuel combustion, chemical plants, sulfur recovery plants, and metal processing.   |
|  | 1 hour                 | 0.25 ppm                         | 0.075 ppm                             |   |
|  | 24 hours               | 0.04 ppm                         | 0.14 ppm                              |   |
| Respirable Coarse Particulate Matter (PM <sub>10</sub> )             | Annual Arithmetic Mean | 20 µg/m <sup>3</sup>             | *                                     | Dust and fume-producing construction, industrial, and agricultural operations, combustion, atmospheric photochemical reactions, and natural activities (e.g., wind-raised dust and ocean sprays). |
|  | 24 hours               | 50 µg/m <sup>3</sup>             | 150 µg/m <sup>3</sup>                 |   |
| Respirable Fine Particulate Matter (PM <sub>2.5</sub> ) <sup>4</sup> | Annual Arithmetic Mean | 12 µg/m <sup>3</sup>             | 12 µg/m <sup>3</sup>                  | Dust and fume-producing construction, industrial, and agricultural operations, combustion, atmospheric photochemical reactions, and natural activities (e.g., wind-raised dust and ocean sprays). |
|  | 24 hours               | *                                | 35 µg/m <sup>3</sup>                  |   |

**Table 1 Ambient Air Quality Standards for Criteria Pollutants**

| Pollutant                                | Averaging Time          | California Standard <sup>1</sup>          | Federal Primary Standard <sup>2</sup> | Major Pollutant Sources  |
|--|-------------------------|---|---------------------------------------|--|
| Lead (Pb)                                | 30-Day Average          | 1.5 µg/m <sup>3</sup>                     | *                                     | Present source: lead smelters, battery manufacturing & recycling facilities. Past source: combustion of leaded gasoline.   |
|  | Calendar Quarter        | *   | 1.5 µg/m <sup>3</sup>                 |  |
|  | Rolling 3-Month Average | *   | 0.15 µg/m <sup>3</sup>                |  |
| Sulfates (SO <sub>4</sub> ) <sup>5</sup> | 24 hours                | 25 µg/m <sup>3</sup>                      | *                                     | Industrial processes.  |
| Visibility Reducing Particles            | 8 hours                 | ExCo = 0.23/km<br>visibility of 10≥ miles | No Federal Standard                   | Visibility-reducing particles consist of suspended particulate matter, which is a complex mixture of tiny particles that consists of dry solid fragments, solid cores with liquid coatings, and small droplets of liquid. These particles vary greatly in shape, size and chemical composition, and can be made up of many different materials such as metals, soot, soil, dust, and salt. |
| Hydrogen Sulfide                         | 1 hour                  | 0.03 ppm                                  | No Federal Standard                   | Hydrogen sulfide (H <sub>2</sub> S) is a colorless gas with the odor of rotten eggs. It is formed during bacterial decomposition of sulfur-containing organic substances. Also, it can be present in sewer gas and some natural gas, and can be emitted as the result of geothermal energy exploitation.   |
| Vinyl Chloride                           | 24 hour                 | 0.01 ppm                                  | No Federal Standard                   | Vinyl chloride (chloroethene), a chlorinated hydrocarbon, is a colorless gas with a mild, sweet odor. Most vinyl chloride is used to make polyvinyl chloride (PVC) plastic and vinyl products. Vinyl chloride has been detected near landfills, sewage plants, and hazardous waste sites, due to microbial breakdown of chlorinated solvents.  |

Source: CARB 2016a.

Notes: ppm: parts per million; µg/m<sup>3</sup>: micrograms per cubic meter

\* Standard has not been established for this pollutant/duration by this entity.

1 California standards for O<sub>3</sub>, CO (except 8-hour Lake Tahoe), SO<sub>2</sub> (1 and 24 hour), NO<sub>2</sub>, and particulate matter (PM<sub>10</sub>, PM<sub>2.5</sub>, and visibility reducing particles), are values that are not to be exceeded. All others are not to be equaled or exceeded. California ambient air quality standards are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.

2 National standards (other than O<sub>3</sub>, PM, and those based on annual arithmetic mean) are not to be exceeded more than once a year. The O<sub>3</sub> standard is attained when the fourth highest 8-hour concentration measured at each site in a year, averaged over three years, is equal to or less than the standard. For PM<sub>10</sub>, the 24-hour standard is attained when the expected number of days per calendar year with a 24-hour average concentration above 150 µg/m<sup>3</sup> is equal to or less than one. For PM<sub>2.5</sub>, the 24-hour standard is attained when 98 percent of the daily concentrations, averaged over three years, are equal to or less than the standard.

3 On October 1, 2015, the national 8-hour ozone primary and secondary standards were lowered from 0.075 to 0.070 ppm.

4 On December 14, 2012, the national annual PM<sub>2.5</sub> primary standard was lowered from 15 µg/m<sup>3</sup> to 12.0 µg/m<sup>3</sup>. The existing national 24-hour PM<sub>2.5</sub> standards (primary and secondary) were retained at 35 µg/m<sup>3</sup>, as was the annual secondary standard of 15 µg/m<sup>3</sup>. The existing 24-hour PM<sub>10</sub> standards (primary and secondary) of 150 µg/m<sup>3</sup> also were retained. The form of the annual primary and secondary standards is the annual mean, averaged over 3 years.

5 On June 2, 2010, a new 1-hour SO<sub>2</sub> standard was established and the existing 24-hour and annual primary standards were revoked. The 1-hour national standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the 1-hour national standard to the California standard the units can be converted to ppm. In this case, the national standard of 75 ppb is identical to 0.075 ppm.

California has also adopted a host of other regulations that reduce criteria pollutant emissions, including:

- AB 1493: Pavley Fuel Efficiency Standards
- Title 20 California Code of Regulations (CCR): Appliance Energy Efficiency Standards
- Title 24, Part 6, CCR: Building and Energy Efficiency Standards
- Title 24, Part 11, CCR: Green Building Standards Code

## CRITERIA AIR POLLUTANTS

The air pollutants emitted into the ambient air by stationary and mobile sources are regulated by federal and state law. Air pollutants are categorized as primary or secondary pollutants. Primary air pollutants are those that are emitted directly from sources. Carbon monoxide (CO), volatile organic compounds (VOC), nitrogen dioxide (NO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), coarse inhalable particulate matter (PM<sub>10</sub>), fine inhalable particulate matter (PM<sub>2.5</sub>), and lead (Pb) are primary air pollutants. Of these, CO, SO<sub>2</sub>, NO<sub>2</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> are “criteria air pollutants,” which means that ambient air quality standards (AAQS) have been established for them. VOC and oxides of nitrogen (NO<sub>x</sub>) are air pollutant precursors that form secondary criteria pollutants through chemical and photochemical reactions in the atmosphere. Ozone (O<sub>3</sub>) and NO<sub>2</sub> are the principal secondary pollutants. A description of each of the primary and secondary criteria air pollutants and their known health effects is presented below.

**Carbon Monoxide (CO)** is a colorless, odorless, toxic gas produced by incomplete combustion of carbon substances, such as gasoline or diesel fuel. CO is a primary criteria air pollutant. CO concentrations tend to be the highest during winter mornings with little to no wind, when surface-based inversions trap the pollutant at ground levels. Because CO is emitted directly from internal combustion, engines and motor vehicles operating at slow speeds are the primary source of CO in the SoCAB. The highest ambient CO concentrations are generally found near traffic-congested corridors and intersections. The primary adverse health effect associated with CO is interference with normal oxygen transfer to the blood, which may result in tissue oxygen deprivation (SCAQMD 2005; USEPA 2015a). The SoCAB is designated under the California and National AAQS as being in attainment of CO criteria levels (CARB 2016b).

**Volatile Organic Compounds (VOC)** are compounds composed primarily of atoms of hydrogen and carbon. Internal combustion associated with motor vehicle usage is the major source of hydrocarbons. Other sources of VOCs include evaporative emissions associated with the use of paints and solvents, the application of asphalt paving, and the use of household consumer products such as aerosols. There are no ambient air quality standards established for VOCs. However, because they contribute to the formation of ozone (O<sub>3</sub>), SCAQMD has established a significance threshold for this pollutant (SCAQMD 2005).

**Nitrogen Oxides (NO<sub>x</sub>)** are a byproduct of fuel combustion and contribute to the formation of O<sub>3</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub>. The two major forms of NO<sub>x</sub> are nitric oxide (NO) and nitrogen dioxide (NO<sub>2</sub>). The principal form of NO<sub>2</sub> produced by combustion is NO, but NO reacts with oxygen to form NO<sub>2</sub>, creating the mixture of NO and NO<sub>2</sub> commonly called NO<sub>x</sub>. NO<sub>2</sub> acts as an acute irritant and, in equal concentrations, is more injurious than NO. At atmospheric concentrations, however, NO<sub>2</sub> is only potentially irritating. There is some indication of a relationship between NO<sub>2</sub> and chronic pulmonary fibrosis. Some increase in bronchitis in

children (two and three years old) has also been observed at concentrations below 0.3 part per million (ppm). NO<sub>2</sub> absorbs blue light; the result is a brownish-red cast to the atmosphere and reduced visibility. NO is a colorless, odorless gas formed from atmospheric nitrogen and oxygen when combustion takes place under high temperature and/or high pressure (SCAQMD 2005; USEPA 2015a). The SoCAB is designated as an attainment area for NO<sub>2</sub> under the National AAQS California AAQS (CARB 2016b).

**Sulfur Dioxide (SO<sub>2</sub>)** is a colorless, pungent, irritating gas formed by the combustion of sulfurous fossil fuels. It enters the atmosphere as a result of burning high-sulfur-content fuel oils and coal and from chemical processes at chemical plants and refineries. Gasoline and natural gas have very low sulfur content and do not release significant quantities of SO<sub>2</sub> (SCAQMD 2005; USEPA 2015a). When sulfur dioxide forms sulfates (SO<sub>4</sub>) in the atmosphere, together these pollutants are referred to as sulfur oxides (SO<sub>x</sub>). Thus, SO<sub>2</sub> is both a primary and secondary criteria air pollutant. At sufficiently high concentrations, SO<sub>2</sub> may irritate the upper respiratory tract. At lower concentrations and when combined with particulates, SO<sub>2</sub> may do greater harm by injuring lung tissue. The SoCAB is designated as attainment under the California and National AAQS (CARB 2016b).

**Suspended Particulate Matter (PM<sub>10</sub> and PM<sub>2.5</sub>)** consists of finely divided solids or liquids such as soot, dust, aerosols, fumes, and mists. Two forms of fine particulates are now recognized and regulated. Inhalable coarse particles, or PM<sub>10</sub>, include the particulate matter with an aerodynamic diameter of 10 microns (i.e., 10 millionths of a meter or 0.0004 inch) or less. Inhalable fine particles, or PM<sub>2.5</sub>, have an aerodynamic diameter of 2.5 microns (i.e., 2.5 millionths of a meter or 0.0001 inch) or less. Particulate discharge into the atmosphere results primarily from industrial, agricultural, construction, and transportation activities. However, wind action on arid landscapes also contributes substantially to local particulate loading (i.e., fugitive dust). Both PM<sub>10</sub> and PM<sub>2.5</sub> may adversely affect the human respiratory system, especially in people who are naturally sensitive or susceptible to breathing problems (SCAQMD 2005).

The US Environmental Protection Agency's (EPA) scientific review concluded that PM<sub>2.5</sub>, which penetrates deeply into the lungs, is more likely than PM<sub>10</sub> to contribute to health effects and at concentrations that extend well below those allowed by the current PM<sub>10</sub> standards. These health effects include premature death and increased hospital admissions and emergency room visits (primarily the elderly and individuals with cardiopulmonary disease); increased respiratory symptoms and disease (children and individuals with cardiopulmonary disease such as asthma); decreased lung functions (particularly in children and individuals with asthma); and alterations in lung tissue and structure and in respiratory tract defense mechanisms (SCAQMD 2005). There has been emerging evidence that even smaller particulates with an aerodynamic diameter of <0.1 microns or less (i.e., ≤0.1 millionths of a meter or <0.000004 inch), known as ultrafine particulates (UFPs), have human health implications, because UFPs toxic components may initiate or facilitate biological processes that may lead to adverse effects to the heart, lungs, and other organs (SCAQMD 2013). However, the EPA or CARB have yet to adopt AAQS to regulate these particulates. Diesel particulate matter (DPM) is classified by the CARB as a carcinogen (CARB 1998). Particulate matter can also cause environmental effects such as visibility impairment,<sup>1</sup> environmental damage,<sup>2</sup> and aesthetic damage<sup>3</sup>

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<sup>1</sup> PM<sub>2.5</sub> is the main cause of reduced visibility (haze) in parts of the United States.

(SCAQMD 2005; USEPA 2015a). The SoCAB is a nonattainment area for PM<sub>2.5</sub> under California and National AAQS and a nonattainment area for PM<sub>10</sub> under the California AAQS (CARB 2016b).<sup>4</sup>

**Ozone (O<sub>3</sub>)** is commonly referred to as “smog” and is a gas that is formed when VOCs and NO<sub>x</sub>, both by-products of internal combustion engine exhaust, undergo photochemical reactions in the presence of sunlight. O<sub>3</sub> is a secondary criteria air pollutant. O<sub>3</sub> concentrations are generally highest during the summer months when direct sunlight, light winds, and warm temperatures create favorable conditions for the formation of this pollutant. O<sub>3</sub> poses a health threat to those who already suffer from respiratory diseases as well as to healthy people. Breathing O<sub>3</sub> can trigger a variety of health problems, including chest pain, coughing, throat irritation, and congestion. It can worsen bronchitis, emphysema, and asthma. Ground-level O<sub>3</sub> also can reduce lung function and inflame the linings of the lungs. Repeated exposure may permanently scar lung tissue. O<sub>3</sub> also affects sensitive vegetation and ecosystems, including forests, parks, wildlife refuges, and wilderness areas. In particular, O<sub>3</sub> harms sensitive vegetation during the growing season (SCAQMD 2005; USEPA 2015a). The SoCAB is designated as extreme nonattainment under the California AAQS (1-hour and 8-hour) and National AAQS (8-hour) (CARB 2016b).

**Lead (Pb)** concentrations decades ago exceeded the state and federal AAQS by a wide margin, but have not exceeded state or federal air quality standards at any regular monitoring station since 1982 (SCAQMD 2005). However, in 2008 the EPA and CARB adopted more strict lead standards, and special monitoring sites immediately downwind of lead sources<sup>5</sup> recorded every localized violations of the new state and federal standards. As a result of these localized violations, the Los Angeles County portion of the SoCAB was designated in 2010 as nonattainment under the National AAQS for lead (SCAQMD 2012; CARB 2016b). The project is not characteristic of industrial-type projects that have the potential to emit lead. Therefore, lead is not a pollutant of concern for the project.

## TOXIC AIR CONTAMINANTS

The public’s exposure to air pollutants classified as toxic air contaminants (TACs) is a significant environmental health issue in California. In 1983, the California Legislature enacted a program to identify the health effects of TACs and to reduce exposure to these contaminants to protect the public health. The California Health and Safety Code defines a TAC as “an air pollutant which may cause or contribute to an increase in mortality or in serious illness, or which may pose a present or potential hazard to human health.” A substance that is listed as a hazardous air pollutant (HAP) pursuant to Section 112(b) of the federal Clean

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<sup>2</sup> Particulate matter can be carried over long distances by wind and then settle on ground or water, making lakes and streams acidic; changing the nutrient balance in coastal waters and large river basins; depleting the nutrients in soil; damaging sensitive forests and farm crops; and affecting the diversity of ecosystems.

<sup>3</sup> Particulate matter can stain and damage stone and other materials, including culturally important objects such as statues and monuments.

<sup>4</sup> CARB approved the SCAQMD’s request to redesignate the SoCAB from serious nonattainment for PM<sub>10</sub> to attainment for PM<sub>10</sub> under the National AAQS on March 25, 2010, because the SoCAB has not violated federal 24-hour PM<sub>10</sub> standards during the period from 2004 to 2007. In June 2013, the EPA approved the State of California’s request to redesignate the PM<sub>10</sub> nonattainment area to attainment of the PM<sub>10</sub> National AAQS, effective on July 26, 2013.

<sup>5</sup> Source-oriented monitors record concentrations of lead at lead-related industrial facilities in the SoCAB, which include Exide Technologies in the City of Commerce; Quemetco, Inc., in the City of Industry; Trojan Battery Company in Santa Fe Springs; and Exide Technologies in Vernon. Monitoring conducted between 2004 through 2007 identified that the Trojan Battery Company and Exide Technologies exceed the federal standards (SCAQMD 2012).

Air Act (42 United States Code §7412[b]) is a toxic air contaminant. Under state law, the California Environmental Protection Agency (Cal/EPA), acting through CARB, is authorized to identify a substance as a TAC if it determines that the substance is an air pollutant that may cause or contribute to an increase in mortality or to an increase in serious illness, or may pose a present or potential hazard to human health.

California regulates TACs primarily through Assembly Bill (AB) 1807 (Tanner Air Toxics Act) and AB 2588 (Air Toxics “Hot Spot” Information and Assessment Act of 1987). The Tanner Air Toxics Act sets forth a formal procedure for CARB to designate substances as TACs. Once a TAC is identified, CARB adopts an “airborne toxics control measure” for sources that emit designated TACs. If there is a safe threshold for a substance (i.e., a point below which there is no toxic effect), the control measure must reduce exposure to below that threshold. If there is no safe threshold, the measure must incorporate toxics best available control technology to minimize emissions. To date, CARB has established formal control measures for 11 TACs, all of which are identified as having no safe threshold.

Air toxics from stationary sources are also regulated in California under the Air Toxics “Hot Spot” Information and Assessment Act of 1987. Under AB 2588, toxic air contaminant emissions from individual facilities are quantified and prioritized by the air quality management district or air pollution control district. High priority facilities are required to perform a health risk assessment and, if specific thresholds are exceeded, are required to communicate the results to the public in the form of notices and public meetings.

By the last update to the TAC list in December 1999, CARB had designated 244 compounds as TACs (CARB 1999). Additionally, CARB has implemented control measures for a number of compounds that pose high risks and show potential for effective control. The majority of the estimated health risks from TACs can be attributed to relatively few compounds, the most important being particulate matter from diesel-fueled engines.

In 1998, CARB identified particulate emissions from diesel-fueled engines (diesel PM) as a TAC. Previously, the individual chemical compounds in diesel exhaust were considered TACs. Almost all diesel exhaust particle mass is 10 microns or less in diameter. Because of their extremely small size, these particles can be inhaled and eventually trapped in the bronchial and alveolar regions of the lung.

CARB has promulgated the following specific rules to limit TAC emissions:

- CARB Rule 2485 (13 CCR Chapter 10, Section 2485), Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling
- CARB Rule 2480 (13 CCR Chapter 10, Section 2480), Airborne Toxic Control Measure to Limit School Bus Idling and Idling at Schools
- CARB Rule 2477 (13 CCR Section 2477 and Article 8), Airborne Toxic Control Measure for In-Use Diesel-Fueled Transport Refrigeration Units (TRU) and TRU Generator Sets and Facilities Where TRUs Operate

In addition, to reduce exposure to TACs, CARB developed and approved the *Air Quality and Land Use Handbook: A Community Health Perspective* (2005) to provide guidance regarding the siting of sensitive land uses

in the vicinity of freeways, distribution centers, rail yards, ports, refineries, chrome-plating facilities, dry cleaners, and gasoline-dispensing facilities. This guidance document was developed to assess compatibility and associated health risks when placing sensitive receptors near existing pollution sources. CARB's recommendations on the siting of new sensitive land uses were based on a compilation of recent studies that evaluated data on the adverse health effects from proximity to air pollution sources. The key observation in these studies is that proximity to air pollution sources substantially increases exposure and the potential for adverse health effects. There are three carcinogenic toxic air contaminants that constitute the majority of the known health risks from motor vehicle traffic, DPM from trucks, and benzene and 1,3 butadiene from passenger vehicles. CARB recommendations are based on data that show that localized air pollution exposures can be reduced by as much as 80 percent by following CARB minimum distance separations.

### *Multiple Airborne Toxics Exposure Study (MATES)*

The Multiple Air Toxics Exposure Study (MATES) is a monitoring and evaluation study on ambient concentrations of TACs and estimated the potential health risks from air toxics in the SoCAB. In 2008, SCAQMD conducted its third update to the MATES study (MATES III). The results showed that the overall risk for excess cancer from a lifetime exposure to ambient levels of air toxics was about 1,200 in a million. The largest contributor to this risk was diesel exhaust, accounting for 84 percent of the cancer risk (SCAQMD 2008a).

SCAQMD recently released the fourth update (MATES IV). The results showed that the overall monitored risk for excess cancer from a lifetime exposure to ambient levels of air toxics decreased to approximately 418 in one million. Compared to the 2008 MATES III, monitored excess cancer risks decreased by approximately 65 percent. Approximately 90 percent of the risk is attributed to mobile sources while 10 percent is attributed to TACs from stationary sources, such as refineries, metal processing facilities, gas stations, and chrome plating facilities. The largest contributor to this risk was diesel exhaust, accounting for approximately 68 percent of the air toxics risk. Compared to MATES III, MATES IV found substantial improvement in air quality and associated decrease in air toxics exposure. As a result, the estimated basin-wide population-weighted risk decreased by approximately 57 percent compared to the analysis done for the MATES III time period (SCAQMD 2015a).

The Office of Environmental Health Hazard Assessment (OEHHA) updated the guidelines for estimating cancer risks on March 6, 2015. The new method utilizes higher estimates of cancer potency during early life exposures, which result in a higher calculation of risk. There are also differences in the assumptions on breathing rates and length of residential exposures. When combined together, SCAQMD estimates that risks for a given inhalation exposure level will be about 2.7 times higher using the proposed updated methods identified in MATES IV (e.g., 2.7 times higher than 418 in one million overall excess cancer risk) (SCAQMD 2015a).



## **Air Quality Management Planning**

SCAQMD is the agency responsible for preparing the air quality management plan (AQMP) for the SoCAB in coordination with the Southern California Association of Governments (SCAG). Since 1979, a number of AQMPs have been prepared.

### ***2016 AQMP***

The 2016 AQMP addresses strategies and measures to attain the 2008 federal 8-hour ozone standard by 2031, the 2012 federal annual PM<sub>2.5</sub> standard by 2025, the 2006 federal 24-hour PM<sub>2.5</sub> standard by 2019, the 1997 federal 8-hour ozone standard by 2023, and the 1979 federal 1-hour ozone standard by year 2022. It is projected that total NO<sub>x</sub> emissions in the SoCAB would need to be reduced to 150 tons per day (tpd) by year 2023 and to 100 tpd in year 2031 to meet the 1997 and 2008 federal 8-hour ozone standards. The strategy to meet the 1997 federal 8-hour ozone standard would also lead to attaining the 1979 federal 1-hour ozone standard by year 2022 (SCAQMD 2017), which requires reducing NO<sub>x</sub> emissions in the SoCAB to 250 tpd. Reducing NO<sub>x</sub> emissions would also reduce PM<sub>2.5</sub> concentrations within the SoCAB. However, as the goal is to meet the 2012 federal annual PM<sub>2.5</sub> standard no later than year 2025, SCAQMD is seeking to reclassify the SoCAB from “moderate” to “serious” nonattainment under this federal standard. A “moderate” nonattainment would require meeting the 2012 federal standard by no later than 2021. Overall, the 2016 AQMP is composed of stationary and mobile-source emission reductions from regulatory control measures, incentive-based programs, co-benefits from climate programs, mobile-source strategies, and reductions from federal sources such as aircrafts, locomotives, and ocean-going vessels. Strategies outlined in the 2016 AQMP would be implemented in collaboration between CARB and the EPA (SCAQMD 2017). The 2016 AQMP was adopted by the Board on March 3, 2017.

## **LEAD STATE IMPLEMENTATION PLAN**

In 2008 EPA designated the Los Angeles County portion of the SoCAB nonattainment under the federal lead (Pb) classification due to the addition of source-specific monitoring under the new federal regulation. This designation was based on two source-specific monitors in Vernon and the City of Industry exceeding the new standard. The rest of the SoCAB, outside the Los Angeles County nonattainment area remains in attainment of the new standard. On May 24, 2012, CARB approved the SIP revision for the federal lead standard, which the EPA revised in 2008. Lead concentrations in this nonattainment area have been below the level of the federal standard since December 2011. The SIP revision was submitted to EPA for approval.

## **AREA DESIGNATIONS**

The AQMP provides the framework for air quality basins to achieve attainment of the state and federal ambient air quality standards through the State Implementation Plan (SIP). Areas are classified as attainment or nonattainment areas for particular pollutants, depending on whether they meet ambient air quality standards. Severity classifications for ozone nonattainment range in magnitude from marginal, moderate, and serious to severe and extreme.

- **Unclassified:** a pollutant is designated unclassified if the data are incomplete and do not support a designation of attainment or nonattainment.
- **Attainment:** a pollutant is in attainment if the CAAQS for that pollutant was not violated at any site in the area during a three-year period.
- **Nonattainment:** a pollutant is in nonattainment if there was at least one violation of a state AAQS for that pollutant in the area.
- **Nonattainment/Transitional:** a subcategory of the nonattainment designation. An area is designated nonattainment/transitional to signify that the area is close to attaining the AAQS for that pollutant.

The attainment status for the SoCAB is shown in Table 2, *Attainment Status of Criteria Pollutants in the South Coast Air Basin*. The SoCAB is designated in attainment of the California AAQS for sulfates. The SoCAB is designated as nonattainment for lead (Los Angeles County only) under the National AAQS.

**Table 2 Attainment Status of Criteria Pollutants in the South Coast Air Basin**

| Pollutant         | State                   | Federal  |
|-------------------|-------------------------|--|
| Ozone – 1-hour    | Extreme Nonattainment   | No Federal Standard                                  |
| Ozone – 8-hour    | Extreme Nonattainment   | Extreme Nonattainment                                |
| PM <sub>10</sub>  | Serious Nonattainment   | Attainment/Maintenance                               |
| PM <sub>2.5</sub> | Nonattainment           | Nonattainment  |
| CO                | Attainment              | Attainment   |
| NO <sub>2</sub>   | Attainment              | Attainment/Maintenance                               |
| SO <sub>2</sub>   | Attainment              | Attainment   |
| Lead              | Attainment              | Nonattainment (Los Angeles County only) <sup>1</sup> |
| All others        | Attainment/Unclassified | Attainment/Unclassified                              |

Source: CARB 2016d.

<sup>1</sup> In 2010, the Los Angeles portion of the SoCAB was designated nonattainment for lead under the new federal and existing state AAQS as a result of large industrial emitters. Remaining areas within the SoCAB are unclassified.

## Existing Ambient Air Quality

Existing levels of ambient air quality and historical trends and projections in the vicinity of the project site are best documented by measurements taken by the SCAQMD. The project site is located within Source Receptor Area (SRA) 11 – South San Gabriel Valley. The air quality monitoring station closest to the project site is the Pomona Monitoring Station. This station monitors O<sub>3</sub>, CO, and NO<sub>2</sub>. Data for PM<sub>10</sub> and PM<sub>2.5</sub> is supplemented by the Azusa Monitoring Station and data for SO<sub>2</sub> is supplemented by the Fontana – Arrow Highway Monitoring Station. The most current five years of data from these monitoring stations are included in Table 3, *Ambient Air Quality Monitoring Summary*. The data show recurring violations of both the state and federal O<sub>3</sub> standards. The data also indicate that the area regularly exceeds the state PM<sub>10</sub> standards and federal PM<sub>2.5</sub> standard. The CO, SO<sub>2</sub>, and NO<sub>2</sub> standard have not been violated in the last five years in the project vicinity.

**Table 3 Ambient Air Quality Monitoring Summary**

| Pollutant/Standard  | Number of Days Threshold Were Exceeded and Maximum Levels during Such Violations |       |       |       |       |
|---|--|-------|-------|-------|-------|
|   | 2011   | 2012  | 2013  | 2014  | 2015  |
| <b>Ozone (O<sub>3</sub>)<sup>1</sup></b>                        |  |       |       |       |       |
| State 1-Hour ≥ 0.09 ppm (days exceed threshold)                 | 15   | 21    | 12    | 22    | 30    |
| State 8-hour ≥ 0.075 ppm (days exceed threshold)                | 16   | 15    | 15    | 33    | 36    |
| Federal 8-Hour > 0.070 ppm (days exceed threshold)              | 23   | 28    | 22    | 53    | 53    |
| Max. 1-Hour Conc. (ppm)   | 0.119  | 0.117 | 0.125 | 0.123 | 0.136 |
| Max. 8-Hour Conc. (ppm)   | 0.096  | 0.092 | 0.099 | 0.099 | 0.098 |
| <b>Carbon Monoxide (CO)<sup>1</sup></b>                         |  |       |       |       |       |
| State 8-Hour > 9.0 ppm (days exceed threshold)                  | 0  | 0     | *     | *     | *     |
| Federal 8-Hour ≥ 9.0 ppm (days exceed threshold)                | 0  | 0     | *     | *     | *     |
| Max. 8-Hour Conc. (ppm)   | 1.72   | 1.47  | *     | *     | *     |
| <b>Nitrogen Dioxide (NO<sub>2</sub>)<sup>1</sup></b>            |  |       |       |       |       |
| State 1-Hour ≥ 0.18 ppm (days exceed threshold)                 | 0  | 0     | 0     | 0     | 0     |
| Federal 1-Hour ≥ 0.100 ppm (days exceed threshold)              | 0  | 0     | 0     | 0     | 0     |
| Max. 1-Hour Conc. (ppb)   | 87   | 81    | 78    | 88    | 72    |
| <b>Sulfur Dioxide (SO<sub>2</sub>)<sup>3</sup></b>              |  |       |       |       |       |
| State 24-Hour ≥ 0.04 ppm (days exceed threshold)                | 0  | 0     | 0     | *     | *     |
| Federal 24-Hour ≥ 0.14 ppm (days exceed threshold)              | 0  | 0     | 0     | *     | *     |
| Max 24-Hour Conc. (ppm)   | 0.003  | 0.004 | 0.001 | *     | *     |
| <b>Coarse Particulates (PM<sub>10</sub>)<sup>2</sup></b>        |  |       |       |       |       |
| State 24-Hour > 50 µg/m <sup>3</sup> (days exceed threshold)    | 8  | 6     | 6     | 21    | 12    |
| Federal 24-Hour > 150 µg/m <sup>3</sup> (days exceed threshold) | 0  | 0     | 0     | 0     | 0     |
| Max. 24-Hour Conc. (µg/m <sup>3</sup> )                         | 63.0   | 77.0  | 74.0  | 94.0  | 99.0  |
| <b>Fine Particulates (PM<sub>2.5</sub>)<sup>2</sup></b>         |  |       |       |       |       |
| Federal 24-Hour > 35 µg/m <sup>3</sup> (days exceed threshold)  | 2  | 1     | 0     | 0     | 2     |
| Max. 24-Hour Conc. (µg/m <sup>3</sup> )                         | 94.6   | 39.6  | 29.6  | 32.4  | 70.3  |

Source: CARB 2017a

ppm: parts per million; parts per billion, µg/m<sup>3</sup>: micrograms per cubic meter

Notes: \* Data not available.

<sup>1</sup> Data obtained from the Pomona Monitoring Station.

<sup>2</sup> Data obtained from the Azusa Monitoring Station.

<sup>3</sup> Data obtained from the Fontana - Arrow Highway Monitoring Station.

## Sensitive Receptors

Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. Sensitive population groups include children, the elderly, the acutely ill, and the chronically ill, especially those with cardio-respiratory diseases.

Residential areas are also considered to be sensitive receptors to air pollution because residents (including children and the elderly) tend to be at home for extended periods of time, resulting in sustained exposure to any pollutants present. Schools are also considered sensitive receptors, as children are present for extended durations and engage in regular outdoor activities. Recreational land uses are considered moderately sensitive to air pollution. Although exposure periods are generally short, exercise places a high demand on respiratory

functions, which can be impaired by air pollution. In addition, noticeable air pollution can detract from the enjoyment of recreation. Industrial and commercial areas are considered the least sensitive to air pollution. Exposure periods are relatively short and intermittent, as the majority of the workers tend to stay indoors most of the time. In addition, the working population is generally the healthiest segment of the public.

## Methodology

Projected construction-related air pollutant emissions are calculated using the California Emissions Estimator Model (CalEEMod), Version 2016.3.1, distributed by the California Air Pollutant Control Officers Association (CAPCOA). CalEEMod compiles an emissions inventory of construction (fugitive dust, off-gas emissions, onroad emissions, and offroad emissions), area sources, indirect emissions from energy use, mobile sources, indirect emissions from waste disposal (annual only), and indirect emissions from water/wastewater (annual only) use. The calculated emissions of the project are compared to thresholds of significance for individual projects using the SCAQMD's CEQA Air Quality Analysis Guidance Handbook.

## Thresholds of Significance

The analysis of the Proposed Project's air quality impacts follows the guidance and methodologies recommended in SCAQMD's *CEQA Air Quality Handbook* and the significance thresholds on SCAQMD's website.<sup>6</sup> CEQA allows the significance criteria established by the applicable air quality management or air pollution control district to be used to assess impacts of a project on air quality. SCAQMD has established thresholds of significance for regional air quality emissions for construction activities and project operation. In addition to the daily thresholds listed above, projects are also subject to the AAQS. These are addressed through an analysis of localized CO impacts and localized significance thresholds (LSTs).

## REGIONAL SIGNIFICANCE THRESHOLDS

SCAQMD has adopted regional construction and operational emissions thresholds to determine a project's cumulative impact on air quality in the SoCAB. Table 4, *SCAQMD Significance Thresholds*, lists SCAQMD's regional significance thresholds that are applicable for all projects uniformly regardless of size or scope. There is growing evidence that although ultrafine particulates contribute a very small portion of the overall atmospheric mass concentration, they represent a greater proportion of the health risk from PM. However, the EPA or CARB have not yet adopted AAQS to regulate ultrafine particulates; therefore, SCAQMD has not developed thresholds for them.

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<sup>6</sup> SCAQMD's Air Quality Significance Thresholds are current as of March 2011 and can be found here: <http://www.aqmd.gov/ceqa/hdbk.html>.

**Table 4 SCAQMD Significance Thresholds**

| Air Pollutant  | Construction Phase | Operational Phase |
|--|--------------------|-------------------|
| Reactive Organic Gases (ROGs)/ Volatile Organic Compounds (VOCs) | 75 lbs/day         | 55 lbs/day        |
| Nitrogen Oxides (NO <sub>x</sub> )                               | 100 lbs/day        | 55 lbs/day        |
| Carbon Monoxide (CO)   | 550 lbs/day        | 550 lbs/day       |
| Sulfur Oxides (SO <sub>x</sub> )                                 | 150 lbs/day        | 150 lbs/day       |
| Particulates (PM <sub>10</sub> )                                 | 150 lbs/day        | 150 lbs/day       |
| Particulates (PM <sub>2.5</sub> )                                | 55 lbs/day         | 55 lbs/day        |

Source: SCAQMD 2015c.

Projects that exceed the regional significance threshold contribute to the nonattainment designation of the SoCAB. The attainment designations are based on the AAQS, which are set at levels of exposure that are determined to not result in adverse health. Exposure to fine particulate pollution and ozone causes myriad health impacts, particularly to the respiratory and cardiovascular systems:

- Linked to increased cancer risk (PM<sub>2.5</sub>, TACs)
- Aggravates respiratory disease (O<sub>3</sub>, PM<sub>2.5</sub>)
- Increases bronchitis (O<sub>3</sub>, PM<sub>2.5</sub>)
- Causes chest discomfort, throat irritation, and increased effort to take a deep breath (O<sub>3</sub>)
- Reduces resistance to infections and increases fatigue (O<sub>3</sub>)
- Reduces lung growth in children (PM<sub>2.5</sub>)
- Contributes to heart disease and heart attacks (PM<sub>2.5</sub>)
- Contributes to premature death (O<sub>3</sub>, PM<sub>2.5</sub>)
- Linked to lower birth weight in newborns (PM<sub>2.5</sub>) (SCAQMD 2015d)

Exposure to fine particulates and ozone aggravates asthma attacks and can amplify other lung ailments such as emphysema and chronic obstructive pulmonary disease. Exposure to current levels of PM<sub>2.5</sub> is responsible for an estimated 4,300 cardiopulmonary-related deaths per year in the SoCAB. In addition, University of Southern California scientists responsible for a landmark children’s health study found that lung growth improved as air pollution declined for children aged 11 to 15 in five communities in the SoCAB (SCAQMD 2015e).

Mass emissions in Table 4 are not correlated with concentrations of air pollutants but contribute to the cumulative air quality impacts in the SoCAB. Therefore, regional emissions from a single project do not single-handedly trigger a regional health impact. SCAQMD is the primary agency responsible for ensuring the health and welfare of sensitive individuals to elevated concentrations of air quality in the SoCAB. To achieve the health-based standards established by the EPA, SCAQMD prepares an AQMP that details regional programs to attain the AAQS.

## CO HOTSPOTS

Areas of vehicle congestion have the potential to create pockets of CO called hot spots. These pockets have the potential to exceed the state one-hour standard of 20 ppm or the eight-hour standard of 9 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to ambient air quality standards is typically demonstrated through an analysis of localized CO concentrations. Hot spots are typically produced at intersections, where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds. Typically, for an intersection to exhibit a significant CO concentration, it would operate at level of service (LOS) E or worse without improvements (Caltrans 1997). However, at the time of the 1993 Handbook, the SoCAB was designated nonattainment under the California AAQS and National AAQS for CO.

With the turnover of older vehicles, introduction of cleaner fuels, and implementation of control technology on industrial facilities, CO concentrations in the SoCAB and in the state have steadily declined. In 2007, the SoCAB was designated in attainment for CO under both the California AAQS and National AAQS. The CO hot spot analysis conducted for the attainment by SCAQMD for busiest intersections in Los Angeles during the peak morning and afternoon periods plan did not predict a violation of CO standards.<sup>7</sup> As identified in SCAQMD's 2003 AQMP and the 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan), peak carbon monoxide concentrations in the SoCAB in previous years, prior to redesignation, were a result of unusual meteorological and topographical conditions and not a result of congestion at a particular intersection. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal air does not mix—in order to generate a significant CO impact (BAAQMD 2011).

## LOCALIZED SIGNIFICANCE THRESHOLDS

SCAQMD developed LSTs for emissions of NO<sub>2</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> generated at the project site (offsite mobile-source emissions are not included in the LST analysis). LSTs represent the maximum emissions at a project site that are not expected to cause or contribute to an exceedance of the most stringent federal or state AAQS and are shown in Table 5, *SCAQMD Localized Significance Thresholds*.

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<sup>7</sup> The four intersections were: Long Beach Boulevard and Imperial Highway; Wilshire Boulevard and Veteran Avenue; Sunset Boulevard and Highland Avenue; and La Cienega Boulevard and Century Boulevard. The busiest intersection evaluated (Wilshire and Veteran) had a daily traffic volume of approximately 100,000 vehicles per day with LOS E in the morning peak hour and LOS F in the evening peak hour.

**Table 5 SCAQMD Localized Significance Thresholds**

| Air Pollutant (Relevant AAQS)   | Concentration          |
|---|------------------------|
| 1-Hour CO Standard (CAAQS)  | 20 ppm                 |
| 8-Hour CO Standard (CAAQS)  | 9.0 ppm                |
| 1-Hour NO <sub>2</sub> Standard (CAAQS)                                 | 0.18 ppm               |
| Annual NO <sub>2</sub> Standard (CAAQS)                                 | 0.03 ppm               |
| 24-Hour PM <sub>10</sub> Standard – Construction (SCAQMD) <sup>1</sup>  | 10.4 µg/m <sup>3</sup> |
| 24-Hour PM <sub>2.5</sub> Standard – Construction (SCAQMD) <sup>1</sup> | 10.4 µg/m <sup>3</sup> |
| 24-Hour PM <sub>10</sub> Standard – Operation (SCAQMD) <sup>1</sup>     | 2.5 µg/m <sup>3</sup>  |
| 24-Hour PM <sub>2.5</sub> Standard – Operation (SCAQMD) <sup>1</sup>    | 2.5 µg/m <sup>3</sup>  |

Source: SCAQMD 2015c.

ppm – parts per million; µg/m<sup>3</sup> – micrograms per cubic meter

<sup>1</sup> Threshold is based on SCAQMD Rule 403. Since the SoCAB is in nonattainment for PM<sub>10</sub> and PM<sub>2.5</sub>, the threshold is established as an allowable change in concentration. Therefore, background concentration is irrelevant.

To assist lead agencies, SCAQMD developed screening-level LSTs to back-calculate the mass amount (lbs. per day) of emissions generated onsite that would trigger the levels shown in Table 5 for projects under 5-acres. These “screening-level” LSTs tables are the localized significance thresholds for all projects of five acres and less; however, it can be used as screening criteria for larger projects to determine whether or not dispersion modeling may be required to compare concentrations of air pollutants generated by the project to the localized concentrations shown in Table 5.

Because the project is not an industrial project that has the potential to emit substantial sources of stationary emissions, operational LSTs are not an air quality impact of concern associated with the project. The operational LSTs in SRA 11 are shown in Table 6, *SCAQMD Screening-Level Operational Localized Significance Thresholds*.

**Table 6 SCAQMD Screening-Level Operational Localized Significance Thresholds**

| Air Pollutant                           | Threshold (lbs/day)      |
|---|--------------------------|
|   | Operational <sup>1</sup> |
| Nitrogen Oxides (NO <sub>x</sub> )      | 83                       |
| Carbon Monoxide (CO)                    | 673                      |
| Coarse Particulates (PM <sub>10</sub> ) | 36.10                    |
| Fine Particulates (PM <sub>2.5</sub> )  | 19.38                    |

Source: SCAQMD 2008a, Based on receptors in SRA 11.

<sup>1</sup> O<sub>x</sub> and CO LSTs are based on commercial receptors within 82 feet (25 meters) for a project site size of one acre. PM<sub>10</sub> and PM<sub>2.5</sub> LSTs are based on residential receptors within 1,600 feet (488 meters) for a project site size of one acre.

## HEALTH RISK THRESHOLDS

Whenever a project would require use of chemical compounds that have been identified in SCAQMD Rule 1401, placed on CARB’s air toxics list pursuant to AB 1807, or placed on the EPA’s National Emissions Standards for Hazardous Air Pollutants, a health risk assessment is required by the SCAQMD. Table 7, *Toxic Air Contaminants Incremental Risk Thresholds*, lists the TAC incremental risk thresholds for operation of a



project. The purpose of this environmental evaluation is to identify the significant effects of the Proposed Project on the environment, not the significant effects of the environment on the Proposed Project. (*California Building Industry Association v. Bay Area Air Quality Management District (2015) 62 Cal.4th 369 (Case No. S213478)*). CEQA does not require CEQA-level environmental document to analyze the environmental effects of attracting development and people to an area. However, the environmental document must analyze the impacts of environmental hazards on future users, when a proposed project exacerbates an existing environmental hazard or condition. Residential, commercial, and office uses do not use substantial quantities of TACs and typically do not exacerbate existing hazards, so these thresholds are typically applied to new industrial projects.

**Table 7 SCAQMD Toxic Air Contaminants Incremental Risk Thresholds**

|   |                           |
|---|---------------------------|
| Maximum Incremental Cancer Risk         | ≥ 10 in 1 million         |
| Hazard Index (project increment)        | ≥ 1.0                     |
| Cancer Burden in areas ≥ 1 in 1 million | > 0.5 excess cancer cases |
| Source: SCAQMD 2015c.                   |                           |

## GREENHOUSE GAS EMISSIONS

Scientists have concluded that human activities are contributing to global climate change by adding large amounts of heat-trapping gases, known as GHG, to the atmosphere. Climate change is the variation of Earth's climate over time, whether due to natural variability or as a result of human activities. The primary source of these GHG is fossil fuel use. The Intergovernmental Panel on Climate Change (IPCC) has identified four major GHG—water vapor,<sup>8</sup> carbon (CO<sub>2</sub>), methane (CH<sub>4</sub>), and ozone (O<sub>3</sub>)—that are the likely cause of an increase in global average temperatures observed within the 20th and 21st centuries. Other GHG identified by the IPCC that contribute to global warming to a lesser extent include nitrous oxide (N<sub>2</sub>O), sulfur hexafluoride (SF<sub>6</sub>), hydrofluorocarbons, perfluorocarbons, and chlorofluorocarbons (IPCC 2001).<sup>9</sup> The major GHG are briefly described below.

- **Carbon dioxide (CO<sub>2</sub>)** enters the atmosphere through the burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and respiration, and also as a result of other chemical reactions (e.g. manufacture of cement). Carbon dioxide is removed from the atmosphere (sequestered) when it is absorbed by plants as part of the biological carbon cycle.
- **Methane (CH<sub>4</sub>)** is emitted during the production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and from the decay of organic waste in municipal landfills and water treatment facilities.
- **Nitrous oxide (N<sub>2</sub>O)** is emitted during agricultural and industrial activities as well as during combustion of fossil fuels and solid waste.
- **Fluorinated gases** are synthetic, strong GHGs that are emitted from a variety of industrial processes. Fluorinated gases are sometimes used as substitutes for ozone-depleting substances. These gases are typically emitted in smaller quantities, but because they are potent GHGs, they are sometimes referred to as high global-warming-potential (GWP) gases.
  - **Chlorofluorocarbons (CFCs)** are GHGs covered under the 1987 Montreal Protocol and used for refrigeration, air conditioning, packaging, insulation, solvents, or aerosol propellants. Since they are not destroyed in the lower atmosphere (troposphere, stratosphere), CFCs drift into the upper atmosphere where, given suitable conditions, they break down ozone. These gases are also ozone-

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<sup>8</sup> Water vapor (H<sub>2</sub>O) is the strongest GHG and the most variable in its phases (vapor, cloud droplets, ice crystals). However, water vapor is not considered a pollutant, but part of the feedback loop rather than a primary cause of change.

<sup>9</sup> Black carbon contributes to climate change both directly, by absorbing sunlight, and indirectly, by depositing on snow (making it melt faster) and by interacting with clouds and affecting cloud formation. Black carbon is the most strongly light-absorbing component of particulate matter (PM) emitted from burning fuels such as coal, diesel, and biomass. Reducing black carbon emissions globally can have immediate economic, climate, and public health benefits. California has been an international leader in reducing emissions of black carbon, with close to 95 percent control expected by 2020 due to existing programs that target reducing PM from diesel engines and burning activities (CARB 2014). However, state and national GHG inventories do not yet include black carbon due to ongoing work resolving the precise global warming potential of black carbon. Guidance for CEQA documents does not yet include black carbon.

depleting gases and are therefore being replaced by other compounds that are GHGs covered under the Kyoto Protocol.

- **Perfluorocarbons (PFCs)** are a group of human-made chemicals composed of carbon and fluorine only. These chemicals (predominantly perfluoromethane [CF<sub>4</sub>] and perfluoroethane [C<sub>2</sub>F<sub>6</sub>]) were introduced as alternatives, along with HFCs, to the ozone-depleting substances. In addition, PFCs are emitted as by-products of industrial processes and are used in manufacturing. PFCs do not harm the stratospheric ozone layer, but they have a high global warming potential.
- **Sulfur Hexafluoride (SF<sub>6</sub>)** is a colorless gas soluble in alcohol and ether, slightly soluble in water. SF<sub>6</sub> is a strong GHG used primarily in electrical transmission and distribution systems as an insulator.
- **Hydrochlorofluorocarbons (HCFCs)** contain hydrogen, fluorine, chlorine, and carbon atoms. Although ozone-depleting substances, they are less potent at destroying stratospheric ozone than CFCs. They have been introduced as temporary replacements for CFCs and are also GHGs.
- **Hydrofluorocarbons (HFCs)** contain only hydrogen, fluorine, and carbon atoms. They were introduced as alternatives to ozone-depleting substances to serve many industrial, commercial, and personal needs. HFCs are emitted as by-products of industrial processes and are also used in manufacturing. They do not significantly deplete the stratospheric ozone layer, but they are strong GHGs (IPCC 2001; USEPA 2015b).

GHGs are dependent on the lifetime or persistence of the gas molecule in the atmosphere. Some GHGs have stronger greenhouse effects than others. These are referred to as high GWP gases. The GWP of GHG emissions are shown in Table 8, *GHG Emissions and Their Relative Global Warming Potential Compared to CO<sub>2</sub>*. The GWP is used to convert GHGs to CO<sub>2</sub>-equivalence (CO<sub>2</sub>e) to show the relative potential that different GHGs have to retain infrared radiation in the atmosphere and contribute to the greenhouse effect. For example, under IPCC's Fourth Assessment Report GWP values for CH<sub>4</sub>, a project that generates 10 metric tons (MT) of CH<sub>4</sub> would be equivalent to 250 MT of CO<sub>2</sub>.<sup>10</sup>

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<sup>10</sup> CO<sub>2</sub>-equivalence is used to show the relative potential that different GHGs have to retain infrared radiation in the atmosphere and contribute to the greenhouse effect. The global warming potential of a GHG is also dependent on the lifetime, or persistence, of the gas molecule in the atmosphere.

**Table 8 GHG Emissions and Their Relative Global Warming Potential Compared to CO<sub>2</sub>**

| GHGs  | Second Assessment Report Atmospheric Lifetime (Years) | Fourth Assessment Report Atmospheric Lifetime (Years) | Second Assessment Report Global Warming Potential Relative to CO <sub>2</sub> <sup>1</sup> | Fourth Assessment Report Global Warming Potential Relative to CO <sub>2</sub> <sup>1</sup> |
|---|---|---|--|--|
| Carbon Dioxide (CO <sub>2</sub> )                         | 50 to 200   | 50 to 200   | 1  | 1  |
| Methane <sup>2</sup> (CH <sub>4</sub> )                   | 12 (±3)   | 12  | 21   | 25   |
| Nitrous Oxide (N <sub>2</sub> O)                          | 120   | 114   | 310  | 298  |
| Hydrofluorocarbons:                                       |   |   |  |  |
| HFC-23  | 264   | 270   | 11,700   | 14,800   |
| HFC-32  | 5.6   | 4.9   | 650  | 675  |
| HFC-125   | 32.6  | 29  | 2,800  | 3,500  |
| HFC-134a  | 14.6  | 14  | 1,300  | 1,430  |
| HFC-143a  | 48.3  | 52  | 3,800  | 4,470  |
| HFC-152a  | 1.5   | 1.4   | 140  | 124  |
| HFC-227ea   | 36.5  | 34.2  | 2,900  | 3,220  |
| HFC-236fa   | 209   | 240   | 6,300  | 9,810  |
| HFC-4310mee   | 17.1  | 15.9  | 1,300  | 1,030  |
| Perfluoromethane: CF <sub>4</sub>                         | 50,000  | 50,000  | 6,500  | 7,390  |
| Perfluoroethane: C <sub>2</sub> F <sub>6</sub>            | 10,000  | 10,000  | 9,200  | 12,200   |
| Perfluorobutane: C <sub>4</sub> F <sub>10</sub>           | 2,600   | NA  | 7,000  | 8,860  |
| Perfluoro-2-methylpentane: C <sub>6</sub> F <sub>14</sub> | 3,200   | NA  | 7,400  | 9,300  |
| Sulfur Hexafluoride (SF <sub>6</sub> )                    | 3,200   | NA  | 23,900   | 22,800   |

Source: IPCC 1995; IPCC 2007.

Notes: The IPCC has published updated global warming potential (GWP) values in its Fifth Assessment Report (2013) that reflect new information on atmospheric lifetimes of GHGs and an improved calculation of the radiative forcing of CO<sub>2</sub>. However, GWP values identified in the Fourth Assessment Report are used by SCAQMD to maintain consistency in statewide GHG emissions modeling. In addition, the 2014 Scoping Plan Update was based on the GWP values in the Fourth Assessment Report.

<sup>1</sup> Based on 100-year time horizon of the GWP of the air pollutant relative to CO<sub>2</sub>.

<sup>2</sup> The methane GWP includes direct effects and indirect effects due to the production of tropospheric ozone and stratospheric water vapor. The indirect effect due to the production of CO<sub>2</sub> is not included.

## Regulatory Settings

### REGULATION OF GHG EMISSIONS ON A NATIONAL LEVEL

The U.S. Environmental Protection Agency (EPA) announced on December 7, 2009, that GHG emissions threaten the public health and welfare of the American people and that GHG emissions from on-road vehicles contribute to that threat. The EPA's final findings respond to the 2007 U.S. Supreme Court decision that GHG emissions fit within the Clean Air Act definition of air pollutants. The findings do not in and of themselves impose any emission reduction requirements, but allow the EPA to finalize the GHG standards proposed in 2009 for new light-duty vehicles as part of the joint rulemaking with the Department of Transportation (USEPA 2009).

The EPA's endangerment finding covers emissions of six key GHGs—CO<sub>2</sub>, CH<sub>4</sub>, N<sub>2</sub>O, hydro fluorocarbons, per fluorocarbons, and SF<sub>6</sub>—that have been the subject of scrutiny and intense analysis for decades by scientists in the United States and around the world (the first three are applicable to the Proposed Project).

In response to the endangerment finding, the EPA issued the Mandatory Reporting of GHG Rule that requires substantial emitters of GHG emissions (large stationary sources, etc.) to report GHG emissions data. Facilities that emit 25,000 metric tons (MT) or more of CO<sub>2</sub> per year are required to submit an annual report.

### **US Mandatory Report Rule for GHGs (2009)**

In response to the endangerment finding, the EPA issued the Mandatory Reporting of GHG Rule that requires substantial emitters of GHG emissions (large stationary sources, etc.) to report GHG emissions data. Facilities that emit 25,000 MT or more of CO<sub>2</sub> per year are required to submit an annual report.

### **Update to Corporate Average Fuel Economy Standards (2010/2012)**

The current Corporate Average Fuel Economy (CAFE) standards (for model years 2011 to 2016) incorporate stricter fuel economy requirements promulgated by the federal government and California into one uniform standard. Additionally, automakers are required to cut GHG emissions in new vehicles by roughly 25 percent by 2016 (resulting in a fleet average of 35.5 miles per gallon [mpg] by 2016). Rulemaking to adopt these new standards was completed in 2010. California agreed to allow automakers who show compliance with the national program to also be deemed in compliance with state requirements. The federal government issued new standards in 2012 for model years 2017–2025, which will require a fleet average of 54.5 mpg in 2025.

### **EPA Regulation of Stationary Sources under the Clean Air Act (Ongoing)**

Pursuant to its authority under the CAA, the EPA has been developing regulations for new stationary sources such as power plants, refineries, and other large sources of emissions. Pursuant to the President's 2013 Climate Action Plan, the EPA will be directed to also develop regulations for existing stationary sources.

## **REGULATION OF GHG EMISSIONS ON A STATE LEVEL**

Current State of California guidance and goals for reductions in GHG emissions are generally embodied in Executive Order S-03-05, Executive Order B-30-15, Assembly Bill 32, Senate Bill 32, and Senate Bill 375.

### **Executive Order S-03-05**

Executive Order S-03-05, signed June 1, 2005. Executive Order S-03-05 set the following GHG reduction targets for the State:

- 2000 levels by 2010
- 1990 levels by 2020
- 80 percent below 1990 levels by 2050

## **Assembly Bill 32**

Current State of California guidance and goals for reductions in GHG emissions are generally embodied in Assembly Bill 32 (AB 32), the Global Warming Solutions Act. AB 32 was passed by the California state legislature on August 31, 2006, to place the state on a course toward reducing its contribution of GHG emissions. AB 32 follows the 2020 tier of emissions reduction targets established in Executive Order S-03-05.

### *CARB 2008 Scoping Plan*

The final Scoping Plan was adopted by CARB on December 11, 2008. The *2008 Scoping Plan* identified that GHG emissions in California are anticipated to be approximately 596 MMTCO<sub>2e</sub> in 2020. In December 2007, CARB approved a 2020 emissions limit of 427 MMTCO<sub>2e</sub> (471 million tons) for the state (CARB 2008). In order to effectively implement the emissions cap, AB 32 directed CARB to establish a mandatory reporting system to track and monitor GHG emissions levels for large stationary sources that generate more than 25,000 MTCO<sub>2e</sub> per year, prepare a plan demonstrating how the 2020 deadline can be met, and develop appropriate regulations and programs to implement the plan by 2012.

### *First Update to the Scoping Plan*

CARB completed a five-year update to the 2008 Scoping Plan, as required by AB 32. The First Update to the Scoping Plan was adopted at the May 22, 2014, board hearing. The update highlights California's progress toward meeting the near-term 2020 GHG emission reduction goals defined in the original 2008 Scoping Plan. As part of the update, CARB recalculated the 1990 GHG emission levels with the updated GWPs in the Fourth Assessment Report, and the 427 MMTCO<sub>2e</sub> 1990 emissions level and 2020 GHG emissions limit, established in response to AB 32, is slightly higher at 431 MMTCO<sub>2e</sub> (CARB 2014).

As identified in the Update to the Scoping Plan, California is on track to meeting the goals of AB 32. However, the update also addresses the state's longer-term GHG goals within a post-2020 element. The post-2020 element provides a high level view of a long-term strategy for meeting the 2050 GHG goals, including a recommendation for the state to adopt a midterm target. According to the Update to the Scoping Plan, local government reduction targets should chart a reduction trajectory that is consistent with or exceeds the trajectory created by statewide goals (CARB 2014). CARB identified that reducing emissions to 80 percent below 1990 levels will require a fundamental shift to efficient, clean energy in every sector of the economy. Progressing toward California's 2050 climate targets will require significant acceleration of GHG reduction rates. Emissions from 2020 to 2050 will have to decline several times faster than the rate needed to reach the 2020 emissions limit (CARB 2014).

## **Executive Order B-30-15**

Executive Order B-30-15, signed April 29, 2015, sets a goal of reducing GHG emissions within the state to 40 percent of 1990 levels by year 2030. Executive Order B-30-15 also directs CARB to update the Scoping Plan to quantify the 2030 GHG reduction goal for the State and requires state agencies to implement measures to meet the interim 2030 goal as well as the long-term goal for 2050 in Executive Order S-03-05. It also requires the Natural Resources Agency to conduct triennial updates the California adaption strategy,

Safeguarding California, in order to ensure climate change is accounted for in State planning and investment decisions.

### **Senate Bill 32 and Assembly Bill 197**

In September 2016, Governor Brown signed Senate Bill 32 and Assembly Bill 197 into law, making the Executive Order goal for year 2030 into a statewide mandated legislative target. AB 197 established a joint legislative committee on climate change policies and requires the CARB to prioritize direction emissions reductions rather than the market-based cap-and-trade program for large stationary, mobile, and other sources.

### *2017 Climate Change Scoping Plan Update*

Executive Order B-30-15 and SB 32 required CARB to prepare another update to the Scoping Plan to address the 2030 target for the state. On January 20, 2017, CARB released the *Draft 2017 Climate Change Scoping Plan Update* with adoption hearings planned for June of 2017. The *Draft 2017 Climate Change Scoping Plan Update* includes the potential regulations and programs including strategies consistent with AB 197 requirements to achieve the 2030 target. The 2017 Scoping Plan establishes a new emissions limit of 260 MMTCO<sub>2e</sub> for the year 2030, which corresponds to a 40 percent decrease in 1990 levels by 2030 (CARB 2017b).

California's climate strategy will require contributions from all sectors of the economy, including the land base, and will include enhanced focus on zero- and near-zero emission (ZE/NZE) vehicle technologies; continued investment in renewables, including solar roofs, wind, and other distributed generation; greater use of low carbon fuels; integrated land conservation and development strategies; coordinated efforts to reduce emissions of short-lived climate pollutants (methane, black carbon, and fluorinated gases); and an increased focus on integrated land use planning, to support livable, transit-connected communities and conservation of agricultural and other lands. Requirements for direct GHG reductions at refineries will further support air quality co-benefits in neighborhoods, including in disadvantaged communities historically located adjacent to these large stationary sources, as well as efforts with California's local air pollution control and air quality management districts (air districts) to tighten emission limits on a broad spectrum of industrial sources. Major elements of the 2017 Scoping Plan framework include:

- Implementing and/or increasing the standards of the Mobile Source Strategy, which include increasing ZEV buses and trucks;
- Low Carbon Fuel Standard (LCFS), with an increased stringency (18 percent by 2030);
- Implementation of SB 350, which expands the Renewables Portfolio Standard (RPS) to 50 percent RPS and doubles energy efficiency savings by 2030;
- California Sustainable Freight Action Plan, which improves freight system efficiency, utilizes near-zero emissions technology, and deployment of ZEV trucks;

- Implementing the proposed Short-Lived Climate Pollutant Strategy (SLPS), which focuses on reducing methane and hydrofluorocarbon emissions by 40 percent and anthropogenic black carbon emissions by 50 percent by year 2030;
- Continued implementation of SB 375;
- Post-2020 Cap-and-Trade Program that includes declining caps;
- 20 percent reduction in GHG emissions from refineries by 2030<sup>11</sup>; and
- Development of a Natural and Working Lands Action Plan to secure California’s land base as a net carbon sink.

In addition to the statewide strategies listed above, the *2017 Climate Change Scoping Plan* also identified local governments as essential partners in achieving the State’s long-term GHG reduction goals and identified local actions to reduce GHG emissions. As part of the recommended actions, CARB recommends that local governments achieve a community-wide goal to achieve emissions of no more than 6 MTCO<sub>2e</sub> or less per capita by 2030 and 2 MTCO<sub>2e</sub> or less per capita by 2050. For CEQA projects, CARB states that lead agencies may develop evidenced-based bright-line numeric thresholds—consistent with the Scoping Plan and the State’s long-term GHG goals—and projects with emissions over that amount may be required to incorporate on-site design features and mitigation measures that avoid or minimize project emissions to the degree feasible; or, a performance-based metric using a climate action plan or other plan to reduce GHG emissions is appropriate (CARB 2017b).

The Scoping Plan scenario is set against what is called the business-as-usual (BAU) yardstick—that is, what the GHG emissions would look like if the State did nothing at all beyond the existing policies that are required and already in place to achieve the 2020 limit, as shown in Table 9, *2017 Climate Change Scoping Plan Emissions Reductions Gap to Achieve the 2030 GHG Target*. It includes the existing renewables requirements, advanced clean cars, the “10 percent” Low Carbon Fuel Standard (LCFS), and the SB 375 program for more vibrant communities, among others. However, it does not include a range of new policies or measures that have been developed or put into statute over the past two years. Also shown in the table, the known commitments are expected to result in emissions that are 50 MMTCO<sub>2e</sub> above the target in 2030. In order to make up the “gap”, a new Post- 2020 Cap-and-Trade Program and refinery measure are key components of the 2017 Scoping Plan.

**Table 9                    2017 Climate Change Scoping Plan Emissions Reductions Gap to Achieve the 2030 GHG Target**

| Modeling Scenario  | 2030 GHG Emissions<br>MMTCO <sub>2e</sub> |
|--------------------|---|
| Reference Scenario | 392.4                                     |

<sup>11</sup> The plan includes policies to require direct GHG reductions at some of the State’s largest stationary sources and mobile sources in accordance with AB 197. These policies include the use of lower GHG fuels, efficiency regulations, and the Cap-and-Trade Program, which constrains and reduces emissions at covered sources.



**Table 9 2017 Climate Change Scoping Plan Emissions Reductions Gap to Achieve the 2030 GHG Target**

| Modeling Scenario      | 2030 GHG Emissions<br>MMTCO <sub>2</sub> e |
|------------------------|--|
| (Business-as-Usual)    |  |
| With Known Commitments | 310  |
| 2030 GHG Target        | 260  |

Source: CARB 2017b.

Table 10, *2017 Climate Change Scoping Plan Emissions Change by Sector to Achieve the 2030 Target*, provides estimated GHG emissions by sector, compared to 1990 levels, and the range of GHG emissions for each sector estimated for 2030.

**Table 10 2017 Climate Change Scoping Plan Emissions Change by Sector to Achieve the 2030 Target**

| Scoping Plan Sector            | 1990<br>MMTCO <sub>2</sub> e | 2030 Proposed Plan Ranges<br>MMTCO <sub>2</sub> e | % Change from 1990 |
|--------------------------------|------------------------------|---|--------------------|
| Agricultural                   | 26                           | 24-25   | -4% to -8%         |
| Residential and Commercial     | 44                           | 38-40   | -9% to -14%        |
| Electric Power                 | 108                          | 42-62   | -43% to -61%       |
| High GWP                       | 3                            | 8-11  | 167% to 267%       |
| Industrial                     | 98                           | 77-87   | -11% to -21%       |
| Recycling and Waste            | 7                            | 8-9   | 14% to 29%         |
| Transportation (including TCU) | 152                          | 103-111   | -27% to -32%       |
| Net Sink <sup>1</sup>          | -7                           | TBD   | TBD                |
| Sub Total                      | 431                          | 300-345   | -20% to -30%       |
| Cap-and-Trade Program          | NA                           | 40-85   | NA                 |
| Total                          | 431                          | 260   | -40%               |

Source: CARB 2017b.

Notes: TCU = Transportation, Communications, and Utilities; TBD: To Be Determined.

<sup>1</sup> Work is underway through 2017 to estimate the range of potential sequestration benefits from the natural and working lands sector.

### Senate Bill 1383

On September 19, 2016, the Governor signed SB 1383 to supplement the GHG reduction strategies in the Scoping Plan to consider short-lived climate pollutants, including black carbon and CH<sub>4</sub>. Black carbon is the light-absorbing component of fine particulate matter (PM) produced during incomplete combustion of fuels. SB 1383 requires the state board, no later than January 1, 2018, to approve and begin implementing that comprehensive strategy to reduce emissions of short-lived climate pollutants to achieve a reduction in methane by 40 percent, hydrofluorocarbon gases by 40 percent, and anthropogenic black carbon by 50 percent below 2013 levels by 2030, as specified. The bill also establishes targets for reducing organic waste in landfill. In April 2016, CARB adopted the “Proposed Short-Lived Climate Pollutant Strategy,” which identifies the state’s approach to reducing anthropogenic and biogenic sources of short-lived climate

pollutants. Anthropogenic sources of black carbon include on- and off-road transportation, residential wood burning, fuel combustion (charbroiling), and industrial processes. According to CARB, ambient levels of black carbon in California are 90 percent lower than in the early 1960s, despite the tripling of diesel fuel use (CARB 2016c). In-use on-road rules are expected to reduce black carbon emissions from on-road sources by 80 percent between 2000 and 2020. SCAQMD is one of the air districts that requires air pollution control technologies for chain-driven broilers, which reduces particulate emissions from these charbroilers by over 80 percent (CARB 2016c). Additionally, SCAQMD Rule 445, wood-burning devices limits installation of new fireplaces in the SoCAB.

### **SB 375 – Regional Transportation Plan (RTP) / Sustainable Communities Strategy (SCS)**

In 2008, Senate Bill 375 (SB 375), the Sustainable Communities and Climate Protection Act, was adopted to connect the GHG emissions reductions targets established in the 2008 Scoping Plan for the transportation sector to local land use decisions that affect travel behavior. Its intent is to reduce GHG emissions from light-duty trucks and automobiles (excludes emissions associated with goods movement) by aligning regional long-range transportation plans, investments, and housing allocations to local land use planning to reduce VMT and vehicle trips. Specifically, SB 375 required CARB to establish GHG emissions reduction targets for each of the 18 metropolitan planning organizations (MPOs). Southern California Association of Governments (SCAG) is the MPO for the Southern California region, which includes the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial.

Pursuant to the recommendations of the Regional Transportation Advisory Committee, CARB adopted per capita reduction targets for each of the MPOs rather than a total magnitude reduction target. SCAG's targets are an 8 percent per capita reduction from 2005 GHG emission levels by 2020 and a 13 percent per capita reduction from 2005 GHG emission levels by 2035 (CARB 2010). SB 375 requires CARB to periodically update the targets, no later than every 8 years. CARB plans to propose updated targets for consideration in 2016, with the intent to make them effective in 2018. Sustainable communities strategies (SCSs) adopted in 2018 would be subject to the updated targets (CARB 2015).

The 2020 targets are smaller than the 2035 targets because a significant portion of the built environment in 2020 has been defined by decisions that have already been made. In general, the 2020 scenarios reflect that more time is needed for large land use and transportation infrastructure changes. Most of the reductions in the interim are anticipated to come from improving the efficiency of the region's transportation network. The targets would result in 3 MMTCO<sub>2e</sub> of reductions by 2020 and 15 MMTCO<sub>2e</sub> of reductions by 2035. Based on these reductions, the passenger vehicle target in CARB's Scoping Plan (for AB 32) would be met (CARB 2010).

SB 375 requires CARB to periodically update the targets, no later than every 8 years. CARB plans to propose updated targets for consideration in 2016, with the intent to make them effective in 2018. Considerations for the next round of targets include whether to change the nature or magnitude of the emissions reduction targets for each of the MPOs, and whether the target-setting methodology should account for advances in technologies that reduce emissions. Such changes in methodology would permit cities to account for emissions reductions from advances in cleaner fuels and vehicles and not only from land use and transportation planning strategies.

### SCAG's 2016-2040 RTP/SCS

SB 375 requires the MPOs to prepare a sustainable communities strategy in their regional transportation plan. For the SCAG region, the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) was adopted on April 7, 2016 and is an update to the 2012 RTP/SCS (SCAG 2016). In general, the SCS outlines a development pattern for the region, which, when integrated with the transportation network and other transportation measures and policies, would reduce vehicle miles traveled from automobiles and light duty trucks and thereby reduce GHG emissions from these sources.

The 2016-2040 RTP/SCS projects that the SCAG region will meet or exceed the passenger per capita targets set in 2010 by CARB. It is projected that VMT per capita in the region for year 2040 would be reduced by 7.4 percent with implementation of the 2016-2040 RTP/SCS compared to a no-plan year 2040 scenario. Under the 2016-2040 RTP/SCS, SCAG anticipates lowering GHG emissions 8 percent below 2005 levels by 2020, 18 percent by 2035, and 21 percent by 2040. The 18 percent reduction by 2035 over 2005 levels represents a 2 percent increase in reduction compared to the 2012 RTP/SCS projection. Overall, the SCS is meant to provide growth strategies that will achieve the aforementioned regional GHG emissions reduction targets. Land use strategies to achieve the region's targets include planning for new growth around High Quality Transit Areas and Livable Corridors, and creating Neighborhood Mobility Areas to integrate land use and transportation and plan for more active lifestyles (SCAG 2016). However, the SCS does not require that local general plans, specific plans, or zoning be consistent with SCS; instead, it provides incentives to governments and developers for consistency.

### Assembly Bill 1493

California vehicle GHG emission standards were enacted under AB 1493 (Pavley I). Pavley I is a clean-car standard that reduces GHG emissions from new passenger vehicles (light-duty auto to medium-duty vehicles) from 2009 through 2016 and is anticipated to reduce GHG emissions from new passenger vehicles by 30 percent in 2016. California implements the Pavley I standards through a waiver granted to California by the EPA. In 2012, the EPA issued a Final Rulemaking that sets even more stringent fuel economy and GHG emissions standards for model year 2017 through 2025 light-duty vehicles (see also the discussion on the update to the CAFE standards under *Federal Laws*, above). In January 2012, CARB approved the Advanced Clean Cars program (formerly known as Pavley II) for model years 2017 through 2025. The program combines the control of smog, soot, and global warming gases and requirements for greater numbers of zero-emission vehicles into a single package of standards. Under California's Advanced Clean Car program, by 2025, new automobiles will emit 34 percent fewer global warming gases and 75 percent fewer smog-forming emissions.

### Executive Order S-01-07

On January 18, 2007, the state set a new low carbon fuel standard (LCFS) for transportation fuels sold within the state. Executive Order S-01-07 sets a declining standard for GHG emissions measured in carbon dioxide equivalent gram per unit of fuel energy sold in California. The LCFS requires a reduction of 2.5 percent in the carbon intensity of California's transportation fuels by 2015 and a reduction of at least 10 percent by 2020. The standard applies to refiners, blenders, producers, and importers of transportation fuels, and would

use market-based mechanisms to allow these providers to choose how they reduce emissions during the “fuel cycle” using the most economically feasible methods.

### **Executive Order B-16-2012**

On March 23, 2012, the state identified that CARB, the California Energy Commission (CEC), the Public Utilities Commission, and other relevant agencies worked with the Plug-in Electric Vehicle Collaborative and the California Fuel Cell Partnership to establish benchmarks to accommodate zero-emissions vehicles in major metropolitan areas, including infrastructure to support them (e.g., electric vehicle charging stations). The executive order also directs the number of zero-emission vehicles in California’s state vehicle fleet to increase through the normal course of fleet replacement so that at least 10 percent of fleet purchases of light-duty vehicles are zero-emission by 2015 and at least 25 percent by 2020. The executive order also establishes a target for the transportation sector of reducing GHG emissions from the transportation sector 80 percent below 1990 levels.

### **Senate Bills 1078, 107, and 350 and Executive Order S-14-08**

A major component of California’s Renewable Energy Program is the renewable portfolio standard (RPS) established under Senate Bills 1078 (Sher) and 107 (Simitian). Under the RPS, certain retail sellers of electricity were required to increase the amount of renewable energy each year by at least 1 percent in order to reach at least 20 percent by December 30, 2010. CARB has now approved an even higher goal of 33 percent by 2020. In 2011, the state legislature adopted this higher standard in SBX1-2. Executive Order S-14-08 was signed in November 2008, which expands the state’s Renewable Energy Standard to 33 percent renewable power by 2020. Senate Bill 350 (de Leon), signed into law September 2015, establishes tiered increases to the RPS of 40 percent by 2024, 45 percent by 2027, and 50 percent by 2030.<sup>12</sup> Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. The increase in renewable sources for electricity production will decrease indirect GHG emissions from development projects because electricity production from renewable sources is generally considered carbon neutral.

### **SENATE BILL 350**

Senate Bill 350 (de Leon), was signed into law September 2015. SB 350 establishes tiered increases to the RPS of 40 percent by 2024, 45 percent by 2027, and 50 percent by 2030. SB 350 also set a new goal to double the energy efficiency savings in electricity and natural gas through energy efficiency and conservation measures.

### **California Building Standards Code – Building Energy Efficiency Standards**

Energy conservation standards for new residential and non-residential buildings were adopted by the California Energy Resources Conservation and Development Commission (now the CEC) in June 1977 and most recently revised in 2016 (Title 24, Part 6, of the California Code of Regulations [CCR]). Title 24 requires the design of building shells and building components to conserve energy. The standards are updated periodically to allow for consideration and possible incorporation of new energy efficiency technologies and methods. On June 10, 2015, the CEC adopted the 2016 Building Energy Efficiency Standards, which went into effect on January 1, 2017.

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<sup>12</sup> SB 350 also sets a goal of increasing energy efficiency in existing buildings by 50 percent by 2030.

The 2016 Standards continues to improve upon the previous 2013 Standards for new construction of, and additions and alterations to, residential and nonresidential buildings. Under the 2016 Standards, residential and nonresidential buildings are 28 and 5 percent more energy efficient than the 2013 Standards, respectively (CEC 2015a). Buildings that are constructed in accordance with the 2013 Building Energy Efficiency Standards are 25 percent (residential) to 30 percent (nonresidential) more energy efficient than the prior 2008 standards as a result of better windows, insulation, lighting, ventilation systems, and other features. While the 2016 standards do not achieve zero net energy, they do get very close to the state's goal and make important steps toward changing residential building practices in California. The 2019 standards will take the final step to achieve zero net energy for newly constructed residential buildings throughout California (CEC 2015b).

### **California Green Building Standards Code – CALGreen**

On July 17, 2008, the California Building Standards Commission adopted the nation's first green building standards. The California Green Building Standards Code (Part 11, Title 24, known as "CALGreen") was adopted as part of the California Building Standards Code (Title 24, CCR). CALGreen established planning and design standards for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), water conservation, material conservation, and internal air contaminants.<sup>13</sup> The mandatory provisions of the California Green Building Code Standards became effective January 1, 2011, and were last updated in 2016. The 2016 Standards became effective on January 1, 2017.

### **2006 Appliance Efficiency Regulations**

The 2006 Appliance Efficiency Regulations (Title 20, CCR Sections 1601 through 1608) were adopted by the California Energy Commission on October 11, 2006, and approved by the California Office of Administrative Law on December 14, 2006. The regulations include standards for both federally regulated appliances and non-federally regulated appliances. Though these regulations are now often viewed as "business-as-usual," they exceed the standards imposed by all other states and they reduce GHG emissions by reducing energy demand.

### **Solid Waste Regulations**

California's Integrated Waste Management Act of 1989 (AB 939, Public Resources Code 40050 et seq.) set a requirement for cities and counties throughout the state to divert 50 percent of all solid waste from landfills by January 1, 2000, through source reduction, recycling, and composting. In 2008, the requirements were modified to reflect a per capita requirement rather than tonnage. To help achieve this, the act requires that each city and county prepare and submit a source reduction and recycling element. AB 939 also established the goal for all California counties to provide at least 15 years of ongoing landfill capacity.

AB 341 (Chapter 476, Statutes of 2011) increased the statewide goal for waste diversion to 75 percent by 2020 and requires recycling of waste from commercial and multifamily residential land uses.

The California Solid Waste Reuse and Recycling Access Act (AB 1327, California Public Resources Code §§ 42900 et seq.) requires areas to be set aside for collecting and loading recyclable materials in development projects. The act required the California Integrated Waste Management Board to develop a model ordinance

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<sup>13</sup> The green building standards became mandatory in the 2010 edition of the code.

for adoption by any local agency requiring adequate areas for collection and loading of recyclable materials as part of development projects. Local agencies are required to adopt the model or an ordinance of their own.

Section 5.408 of the 2013 California Green Building Standards Code also requires that at least 50 percent of the nonhazardous construction and demolition waste from nonresidential construction operations be recycled and/or salvaged for reuse.

In October of 2014 Governor Brown signed AB 1826 requiring businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also requires that on and after January 1, 2016, local jurisdictions across the state implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units. Organic waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

### **Water Efficiency Regulations**

The 20x2020 Water Conservation Plan was issued by the Department of Water Resources (DWR) in 2010 pursuant to Senate Bill 7, which was adopted during the 7th Extraordinary Session of 2009–2010 and therefore dubbed “SBX7-7.” SBX7-7 mandated urban water conservation and authorized the DWR to prepare a plan implementing urban water conservation requirements (20x2020 Water Conservation Plan). In addition, it required agricultural water providers to prepare agricultural water management plans, measure water deliveries to customers, and implement other efficiency measures. SBX7-7 requires urban water providers to adopt a water conservation target of 20 percent reduction in urban per capita water use by 2020 compared to 2005 baseline use.

The Water Conservation in Landscaping Act of 2006 (AB 1881) requires local agencies to adopt the updated DWR model ordinance or equivalent. AB 1881 also requires the Energy Commission, in consultation with the department, to adopt, by regulation, performance standards and labeling requirements for landscape irrigation equipment, including irrigation controllers, moisture sensors, emission devices, and valves to reduce the wasteful, uneconomic, inefficient, or unnecessary consumption of energy or water.

### **Thresholds of Significance**

The CEQA Guidelines recommend that a lead agency consider the following when assessing the significance of impacts from GHG emissions on the environment:

1. The extent to which the project may increase (or reduce) GHG emissions as compared to the existing environmental setting;
2. Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project;

3. The extent to which the project complies with regulations or requirements adopted to implement an adopted statewide, regional, or local plan for the reduction or mitigation of GHG emissions.<sup>14</sup>

## **SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT**

To provide guidance to local lead agencies on determining significance for GHG emissions in their CEQA documents, SCAQMD has convened a GHG CEQA Significance Threshold Working Group (Working Group). Based on the last Working Group meeting (Meeting No. 15) held in September 2010, SCAQMD is proposing to adopt a tiered approach for evaluating GHG emissions for development projects where SCAQMD is not the lead agency (SCAQMD 2010):

- **Tier 1.** If a project is exempt from CEQA, project-level and cumulative GHG emissions are less than significant.
- **Tier 2.** If the project complies with a GHG emissions reduction plan or mitigation program that avoids or substantially reduces GHG emissions in the project's geographic area (i.e., city or county), project-level and cumulative GHG emissions are less than significant.
- **Tier 3.** If GHG emissions are less than the screening-level threshold, project-level and cumulative GHG emissions are less than significant.

For projects that are not exempt or where no qualifying GHG reduction plans are directly applicable, SCAQMD requires an assessment of GHG emissions. SCAQMD is proposing a screening-level threshold of 3,000 MTCO<sub>2e</sub> annually for all land use types or the following land-use-specific thresholds: 1,400 MTCO<sub>2e</sub> for commercial projects, 3,500 MTCO<sub>2e</sub> for residential projects, or 3,000 MTCO<sub>2e</sub> for mixed-use projects. These bright-line thresholds are based on a review of the Governor's Office of Planning and Research database of CEQA projects. Based on their review of 711 CEQA projects, 90 percent of CEQA projects would exceed the bright-line thresholds identified above. Therefore, projects that do not exceed the bright-line threshold would have a nominal, and therefore, less than cumulatively considerable impact on GHG emissions:

- **Tier 4.** If emissions exceed the screening threshold, a more detailed review of the project's GHG emissions is warranted.

The SCAQMD Working Group has identified an efficiency target for projects that exceed the screening threshold of 4.8 MTCO<sub>2e</sub> per year per service population (MTCO<sub>2e</sub>/year/SP) for project-level analyses and 6.6 MTCO<sub>2e</sub>/year/SP for plan level projects (e.g., program-level projects such as general plans) for the year

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<sup>14</sup> The Governor's Office of Planning and Research recommendations include a requirement that such a plan must be adopted through a public review process and include specific requirements that reduce or mitigate the project's incremental contribution of GHG emissions. If there is substantial evidence that the possible effects of a particular project are still cumulatively considerable, notwithstanding compliance with the adopted regulations or requirements, an EIR must be prepared for the project.

2020.<sup>15</sup> The per capita efficiency targets are based on the AB 32 GHG reduction target and 2020 GHG emissions inventory prepared for CARB's 2008 Scoping Plan.<sup>16</sup>

For the purpose of this project, SCAQMD's project-level thresholds of 3,000 MTCO<sub>2e</sub> and 4.8 MTCO<sub>2e</sub>/year/SP are used. If projects exceed the bright line and per capita efficiency targets, GHG emissions would be considered potentially significant in the absence of mitigation measures.

Life cycle emissions are not included in this analysis because not enough information is available for the proposed project, and therefore life cycle GHG emissions would be speculative.<sup>17</sup> Black carbon emissions are not included in the GHG analysis because CARB does not include this pollutant in the state's AB 32 inventory and treats this short-lived climate pollutant separately.<sup>18</sup>

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<sup>15</sup> It should be noted that the Working Group also considered efficiency targets for 2035 for the first time in this Working Group meeting.

<sup>16</sup> SCAQMD took the 2020 statewide GHG reduction target for land use only GHG emissions sectors and divided it by the 2020 statewide employment for the land use sectors to derive a per capita GHG efficiency metric that coincides with the GHG reduction targets of AB 32 for year 2020.

<sup>17</sup> Life cycle emissions include indirect emissions associated with materials manufacture. However, these indirect emissions involve numerous parties, each of which is responsible for GHG emissions of their particular activity. The California Resources Agency, in adopting the CEQA Guidelines Amendments on GHG emissions found that lifecycle analyses was not warranted for project-specific CEQA analysis in most situations, for a variety of reasons, including lack of control over some sources, and the possibility of double-counting emissions (see *Final Statement of Reasons for Regulatory Action*, December 2009). Because the amount of materials consumed during the operation or construction of the proposed project is not known, the origin of the raw materials purchased is not known, and manufacturing information for those raw materials are also not known, calculation of life cycle emissions would be speculative. A life-cycle analysis is not warranted (OPR 2008).

<sup>18</sup> Particulate matter emissions, which include black carbon, are analyzed in Section 5.2, *Air Quality*. Black carbon emissions have sharply declined due to efforts to reduce on-road and off-road vehicle emissions, especially diesel particulate matter. The State's existing air quality policies will virtually eliminate black carbon emissions from on-road diesel engines within 10 years (CARB 2016b).



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## Regional Operational Emissions Worksheet

| Summer                     | ROG           | NOx           | CO            | SO2           | PM10 Total    | PM2.5 Total   |
|----------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Area                       | 0.0215        | 0             | 4.20E-04      | 0             | 0             | 0             |
| Energy                     | 5.00E-04      | 4.51E-03      | 3.78E-03      | 3.00E-05      | 3.40E-04      | 3.40E-04      |
| Mobile                     | 1.4067        | 1.7262        | 8.7137        | 0.0128        | 0.9043        | 0.2514        |
| <b>Total</b>               | <b>1.4287</b> | <b>1.7307</b> | <b>8.7179</b> | <b>0.0128</b> | <b>0.9047</b> | <b>0.2518</b> |
| Winter                     | ROG           | NOx           | CO            | SO2           | PM10 Total    | PM2.5 Total   |
| Area                       | 0.0215        | 0             | 4.20E-04      | 0             | 0             | 0             |
| Energy                     | 5.00E-04      | 4.51E-03      | 3.78E-03      | 3.00E-05      | 3.40E-04      | 3.40E-04      |
| Mobile                     | 1.3707        | 1.7852        | 9.0874        | 0.0122        | 0.9045        | 0.2516        |
| <b>Total</b>               | <b>1.3927</b> | <b>1.7897</b> | <b>9.0916</b> | <b>0.0122</b> | <b>0.9049</b> | <b>0.252</b>  |
| Max Daily                  | ROG           | NOx           | CO            | SO2           | PM10 Total    | PM2.5 Total   |
| Area                       | 0.022         | 0.000         | 0.000         | 0.000         | 0.000         | 0.000         |
| Energy                     | 0.001         | 0.005         | 0.004         | 0.000         | 0.000         | 0.000         |
| Mobile                     | 1.407         | 1.785         | 9.087         | 0.013         | 0.905         | 0.252         |
| <b>Total</b>               | <b>1.429</b>  | <b>1.790</b>  | <b>9.092</b>  | <b>0.013</b>  | <b>0.905</b>  | <b>0.252</b>  |
| <b>Regional Thresholds</b> | <b>55</b>     | <b>55</b>     | <b>550</b>    | <b>150</b>    | <b>150</b>    | <b>550</b>    |
| Exceeds Thresholds?        | No            | No            | No            | No            | No            | No            |

## Localized Operational Emissions Worksheet

| Summer              | <u>NOx</u>     | <u>CO</u>     | <u>PM10 Total</u> | <u>PM2.5 Total</u> |
|---------------------|----------------|---------------|-------------------|--------------------|
| Area                | 0              | 4.20E-04      | 0                 | 0                  |
| Energy              | 4.51E-03       | 3.78E-03      | 3.40E-04          | 3.40E-04           |
| <b>Total</b>        | <b>0.00451</b> | <b>0.0042</b> | <b>0.00034</b>    | <b>0.00034</b>     |
| Winter              | <u>NOx</u>     | <u>CO</u>     | <u>PM10 Total</u> | <u>PM2.5 Total</u> |
| Area                | 0              | 4.20E-04      | 0                 | 0                  |
| Energy              | 4.51E-03       | 3.78E-03      | 3.40E-04          | 3.40E-04           |
| <b>Total</b>        | <b>0.00451</b> | <b>0.0042</b> | <b>0.00034</b>    | <b>0.00034</b>     |
| Max Daily           | <u>NOx</u>     | <u>CO</u>     | <u>PM10 Total</u> | <u>PM2.5 Total</u> |
| Area                | 0.000          | 0.000         | 0.000             | 0.000              |
| Energy              | 0.005          | 0.004         | 0.000             | 0.000              |
| <b>Total</b>        | <b>0.005</b>   | <b>0.004</b>  | <b>0.000</b>      | <b>0.000</b>       |
| LSTs                | <b>83</b>      | <b>673</b>    | <b>36.10</b>      | <b>19.38</b>       |
| Exceeds Thresholds? | No             | No            | No                | No                 |

## GHG Emissions Worksheet

| <b>Source</b>     | <b>MTons/Year</b> | <b>Percent of Total</b> |
|-------------------|-------------------|-------------------------|
| Area              | 0                 | 0%                      |
| Energy            | 4                 | 2%                      |
| Mobile            | 204               | 98%                     |
| Waste             | 0                 | 0%                      |
| Water             | 0                 | 0%                      |
| Total All Sectors | 208               | 100%                    |

**CalEEMod Project Characteristics Inputs**

**Project Address:** 221 Hacienda Boulevard, City of Industry, CA 91744  
**Project Location:** Los Angeles County - South Coast  
**Climate Zone:** 9  
**Land Use Setting:** Urban  
**Operational Year:** 2017  
**Utility Company:** Southern California Edison  
**Air Basin:** South Coast Air Basin  
**Air District:** SCAQMD  
**SRA:** 11

**CalEEMod Land Use Inputs**

| Land Use        | Land Use Type | Land Use Subtype         | Unit Amount | Size Metric | Lot Acreage | Square Feet |
|-----------------|---------------|--------------------------|-------------|-------------|-------------|-------------|
| Fueling Station | Retail        | Gasoline/Service Station | 4           | Pump        | 0.01        | 960         |

**Trip Generation**

|                      |     |                           |
|----------------------|-----|---------------------------|
| Trip Generation*     | 652 | Average Daily Trips (ADT) |
| Weekday Trip Rate*   | 163 | trips/pump                |
| Saturday Trip Rate** | 163 | trips/pump                |
| Sunday Trip Rate**   | 163 | trips/pump                |

\*Consistent with Transportation/Traffic Section.

\*\*No weekend trip rates available in ITE Trip Generation Manual 9th Edition; therefore, use weekday trip rate.

**Solid Waste\***

No increase in solid waste generation would occur during operation of the proposed fueling station.

\*Consistent with USS Section.

**Water Use\***

The proposed project would not increase water consumption or wastewater generation.

\*Consistent with USS Section.

**Energy Mitigation**

**2016 Building Energy Efficiency Standards**

Buildings constructed after January 1, 2017 are required to meet the 2016 Building Energy Efficiency Standards.

Non-Residential Exceed Title 24 \_\_\_\_\_ 5% \_\_\_\_\_ Improvement over 2013<sup>1</sup>

Sources:

<sup>1</sup> California Energy Commission. 2015a. 2016 Building Energy Efficiency Standards, Adoption Hearing Presentation. <http://www.energy.ca.gov/title24/2016standards/rulemaking/documents/> June 10.



Chevron Fueling Station - Los Angeles-South Coast County, Winter

**Chevron Fueling Station**  
**Los Angeles-South Coast County, Winter**

**1.0 Project Characteristics**

**1.1 Land Usage**

| Land Uses                | Size | Metric | Lot Acreage | Floor Surface Area | Population |
|--------------------------|------|--------|-------------|--------------------|------------|
| Gasoline/Service Station | 4.00 | Pump   | 0.01        | 960.00             | 0          |

**1.2 Other Project Characteristics**

|                         |                            |                         |       |                           |       |
|-------------------------|----------------------------|-------------------------|-------|---------------------------|-------|
| Urbanization            | Urban                      | Wind Speed (m/s)        | 2.2   | Precipitation Freq (Days) | 33    |
| Climate Zone            | 9                          |                         |       | Operational Year          | 2017  |
| Utility Company         | Southern California Edison |                         |       |                           |       |
| CO2 Intensity (lb/MWhr) | 702.44                     | CH4 Intensity (lb/MWhr) | 0.029 | N2O Intensity (lb/MWhr)   | 0.006 |

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use - Consistent with project description.

Vehicle Trips - Consistent with Transportation/Traffic Section.

Water And Wastewater - The proposed project would not increase water consumption or wastewater generation.

Solid Waste - No increase in solid waste generation would occur during operation of the proposed fueling station.

Energy Mitigation -

Water Mitigation -

**Chevron Fueling Station**  
Los Angeles-South Coast County, Winter

| Table Name                | Column Name              | Default Value | New Value |
|---------------------------|--------------------------|---------------|-----------|
| tblLandUse                | BuildingSpaceSquareFeet  | 564.70        | 960.00    |
| tblLandUse                | LandUseSquareFeet        | 564.70        | 960.00    |
| tblProjectCharacteristics | OperationalYear          | 2018          | 2017      |
| tblSolidWaste             | SolidWasteGenerationRate | 2.16          | 0.00      |
| tblVehicleTrips           | ST_TR                    | 168.56        | 163.00    |
| tblVehicleTrips           | SU_TR                    | 168.56        | 163.00    |
| tblVehicleTrips           | WD_TR                    | 168.56        | 163.00    |
| tblWater                  | IndoorWaterUseRate       | 53,127.56     | 0.00      |
| tblWater                  | OutdoorWaterUseRate      | 32,562.05     | 0.00      |

**2.0 Emissions Summary**

**2.2 Overall Operational**

**Unmitigated Operational**

|              | ROG           | NOx           | CO            | SO2           | Fugitive PM10 | Exhaust PM10  | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total   | Bio- CO2 | NBio- CO2         | Total CO2         | CH4           | N2O                | CO2e              |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|----------|-------------------|-------------------|---------------|--------------------|-------------------|
| Category     | lb/day        |               |               |               |               |               |               |                |               |               | lb/day   |                   |                   |               |                    |                   |
| Area         | 0.0215        | 0.0000        | 4.2000e-004   | 0.0000        |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          | 8.8000e-004       | 8.8000e-004       | 0.0000        |                    | 9.4000e-004       |
| Energy       | 5.2000e-004   | 4.6800e-003   | 3.9300e-003   | 3.0000e-005   |               | 3.6000e-004   | 3.6000e-004   |                | 3.6000e-004   | 3.6000e-004   |          | 5.6192            | 5.6192            | 1.1000e-004   | 1.0000e-004        | 5.6526            |
| Mobile       | 1.3707        | 1.7852        | 9.0874        | 0.0122        | 0.8888        | 0.0157        | 0.9045        | 0.2369         | 0.0147        | 0.2516        |          | 1,213.8775        | 1,213.8775        | 0.1116        |                    | 1,216.6880        |
| <b>Total</b> | <b>1.3927</b> | <b>1.7899</b> | <b>9.0917</b> | <b>0.0122</b> | <b>0.8888</b> | <b>0.0161</b> | <b>0.9049</b> | <b>0.2369</b>  | <b>0.0150</b> | <b>0.2520</b> |          | <b>1,219.4976</b> | <b>1,219.4976</b> | <b>0.1117</b> | <b>1.0000e-004</b> | <b>1,222.3216</b> |

**Chevron Fueling Station**  
**Los Angeles-South Coast County, Winter**

**Mitigated Operational**

|              | ROG           | NOx           | CO            | SO2           | Fugitive PM10 | Exhaust PM10  | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total   | Bio- CO2 | NBio- CO2         | Total CO2         | CH4           | N2O                | CO2e |                   |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|----------|-------------------|-------------------|---------------|--------------------|------|-------------------|
| Category     | lb/day        |               |               |               |               |               |               |                |               |               | lb/day   |                   |                   |               |                    |      |                   |
| Area         | 0.0215        | 0.0000        | 4.2000e-004   | 0.0000        |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          | 8.8000e-004       | 8.8000e-004       | 0.0000        |                    |      | 9.4000e-004       |
| Energy       | 5.0000e-004   | 4.5100e-003   | 3.7800e-003   | 3.0000e-005   |               | 3.4000e-004   | 3.4000e-004   |                | 3.4000e-004   | 3.4000e-004   |          | 5.4071            | 5.4071            | 1.0000e-004   | 1.0000e-004        |      | 5.4392            |
| Mobile       | 1.3707        | 1.7852        | 9.0874        | 0.0122        | 0.8888        | 0.0157        | 0.9045        | 0.2369         | 0.0147        | 0.2516        |          | 1,213.8775        | 1,213.8775        | 0.1116        |                    |      | 1,216.6680        |
| <b>Total</b> | <b>1.3927</b> | <b>1.7897</b> | <b>9.0916</b> | <b>0.0122</b> | <b>0.8888</b> | <b>0.0160</b> | <b>0.9049</b> | <b>0.2369</b>  | <b>0.0150</b> | <b>0.2520</b> |          | <b>1,219.2855</b> | <b>1,219.2855</b> | <b>0.1117</b> | <b>1.0000e-004</b> |      | <b>1,222.1082</b> |

|                   | ROG  | NOx  | CO   | SO2  | Fugitive PM10 | Exhaust PM10 | PM10 Total | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4  | N2O  | CO2e |
|-------------------|------|------|------|------|---------------|--------------|------------|----------------|---------------|-------------|----------|-----------|-----------|------|------|------|
| Percent Reduction | 0.00 | 0.01 | 0.00 | 0.00 | 0.00          | 0.12         | 0.00       | 0.00           | 0.13          | 0.01        | 0.00     | 0.02      | 0.02      | 0.01 | 0.00 | 0.02 |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Winter

**4.0 Operational Detail - Mobile**

**4.1 Mitigation Measures Mobile**

|             | ROG    | NOx    | CO     | SO2    | Fugitive PM10 | Exhaust PM10 | PM10 Total | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2  | Total CO2  | CH4    | N2O | CO2e       |
|-------------|--------|--------|--------|--------|---------------|--------------|------------|----------------|---------------|-------------|----------|------------|------------|--------|-----|------------|
| Category    | lb/day |        |        |        |               |              |            |                |               |             | lb/day   |            |            |        |     |            |
| Mitigated   | 1.3707 | 1.7852 | 9.0874 | 0.0122 | 0.8888        | 0.0157       | 0.9045     | 0.2369         | 0.0147        | 0.2516      |          | 1,213.8775 | 1,213.8775 | 0.1116 |     | 1,216.6680 |
| Unmitigated | 1.3707 | 1.7852 | 9.0874 | 0.0122 | 0.8888        | 0.0157       | 0.9045     | 0.2369         | 0.0147        | 0.2516      |          | 1,213.8775 | 1,213.8775 | 0.1116 |     | 1,216.6680 |

**4.2 Trip Summary Information**

| Land Use                 | Average Daily Trip Rate |          |        | Unmitigated Annual VMT | Mitigated Annual VMT |
|--------------------------|-------------------------|----------|--------|------------------------|----------------------|
|                          | Weekday                 | Saturday | Sunday |                        |                      |
| Gasoline/Service Station | 652.00                  | 652.00   | 652.00 | 421,706                | 421,706              |
| Total                    | 652.00                  | 652.00   | 652.00 | 421,706                | 421,706              |

**4.3 Trip Type Information**

| Land Use                 | Miles      |            |             | Trip %    |            |             | Trip Purpose % |          |         |
|--------------------------|------------|------------|-------------|-----------|------------|-------------|----------------|----------|---------|
|                          | H-W or C-W | H-S or C-C | H-O or C-NW | H-W or C- | H-S or C-C | H-O or C-NW | Primary        | Diverted | Pass-by |
| Gasoline/Service Station | 16.60      | 8.40       | 6.90        | 2.00      | 79.00      | 19.00       | 14             | 27       | 59      |

**4.4 Fleet Mix**

| Land Use                 | LDA      | LDT1     | LDT2     | MDV      | LHD1     | LHD2     | MHD      | HHD      | OBUS     | UBUS     | MCY      | SBUS     | MH       |
|--------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Gasoline/Service Station | 0.556482 | 0.048830 | 0.190982 | 0.130382 | 0.019065 | 0.005267 | 0.011758 | 0.007224 | 0.001296 | 0.000822 | 0.023316 | 0.000605 | 0.003971 |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Winter

**5.0 Energy Detail**

Historical Energy Use: N

**5.1 Mitigation Measures Energy**

Exceed Title 24

|                        | ROG         | NOx         | CO          | SO2         | Fugitive PM10 | Exhaust PM10 | PM10 Total  | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4         | N2O         | CO2e   |
|------------------------|-------------|-------------|-------------|-------------|---------------|--------------|-------------|----------------|---------------|-------------|----------|-----------|-----------|-------------|-------------|--------|
| Category               | lb/day      |             |             |             |               |              |             |                |               |             | lb/day   |           |           |             |             |        |
| NaturalGas Mitigated   | 5.0000e-004 | 4.5100e-003 | 3.7800e-003 | 3.0000e-005 |               | 3.4000e-004  | 3.4000e-004 |                | 3.4000e-004   | 3.4000e-004 |          | 5.4071    | 5.4071    | 1.0000e-004 | 1.0000e-004 | 5.4392 |
| NaturalGas Unmitigated | 5.2000e-004 | 4.6800e-003 | 3.9300e-003 | 3.0000e-005 |               | 3.6000e-004  | 3.6000e-004 |                | 3.6000e-004   | 3.6000e-004 |          | 5.6192    | 5.6192    | 1.1000e-004 | 1.0000e-004 | 5.6526 |

**5.2 Energy by Land Use - NaturalGas**

Unmitigated

|                          | NaturalGas Use | ROG         | NOx         | CO          | SO2         | Fugitive PM10 | Exhaust PM10 | PM10 Total  | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4         | N2O         | CO2e   |
|--------------------------|----------------|-------------|-------------|-------------|-------------|---------------|--------------|-------------|----------------|---------------|-------------|----------|-----------|-----------|-------------|-------------|--------|
| Land Use                 | kBTU/yr        | lb/day      |             |             |             |               |              |             |                |               |             | lb/day   |           |           |             |             |        |
| Gasoline/Service Station | 47.7633        | 5.2000e-004 | 4.6800e-003 | 3.9300e-003 | 3.0000e-005 |               | 3.6000e-004  | 3.6000e-004 |                | 3.6000e-004   | 3.6000e-004 |          | 5.6192    | 5.6192    | 1.1000e-004 | 1.0000e-004 | 5.6526 |
| Total                    |                | 5.2000e-004 | 4.6800e-003 | 3.9300e-003 | 3.0000e-005 |               | 3.6000e-004  | 3.6000e-004 |                | 3.6000e-004   | 3.6000e-004 |          | 5.6192    | 5.6192    | 1.1000e-004 | 1.0000e-004 | 5.6526 |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Winter

**Mitigated**

|                          | Natural Gas Use | ROG         | NOx         | CO          | SO2         | Fugitive PM10 | Exhaust PM10 | PM10 Total  | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4    | N2O         | CO2e        |        |
|--------------------------|-----------------|-------------|-------------|-------------|-------------|---------------|--------------|-------------|----------------|---------------|-------------|----------|-----------|-----------|--------|-------------|-------------|--------|
| Land Use                 | kBTU/yr         | lb/day      |             |             |             |               |              |             |                |               |             | lb/day   |           |           |        |             |             |        |
| Gasoline/Service Station | 0.0459603       | 5.0000e-004 | 4.5100e-003 | 3.7800e-003 | 3.0000e-005 |               | 3.4000e-004  | 3.4000e-004 |                | 3.4000e-004   | 3.4000e-004 |          |           | 5.4071    | 5.4071 | 1.0000e-004 | 1.0000e-004 | 5.4392 |
| <b>Total</b>             |                 | 5.0000e-004 | 4.5100e-003 | 3.7800e-003 | 3.0000e-005 |               | 3.4000e-004  | 3.4000e-004 |                | 3.4000e-004   | 3.4000e-004 |          |           | 5.4071    | 5.4071 | 1.0000e-004 | 1.0000e-004 | 5.4392 |

**6.0 Area Detail**

**6.1 Mitigation Measures Area**

|             | ROG    | NOx    | CO          | SO2    | Fugitive PM10 | Exhaust PM10 | PM10 Total | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2   | Total CO2   | CH4    | N2O | CO2e        |
|-------------|--------|--------|-------------|--------|---------------|--------------|------------|----------------|---------------|-------------|----------|-------------|-------------|--------|-----|-------------|
| Category    | lb/day |        |             |        |               |              |            |                |               |             | lb/day   |             |             |        |     |             |
| Mitigated   | 0.0215 | 0.0000 | 4.2000e-004 | 0.0000 |               | 0.0000       | 0.0000     |                | 0.0000        | 0.0000      |          | 8.8000e-004 | 8.8000e-004 | 0.0000 |     | 9.4000e-004 |
| Unmitigated | 0.0215 | 0.0000 | 4.2000e-004 | 0.0000 |               | 0.0000       | 0.0000     |                | 0.0000        | 0.0000      |          | 8.8000e-004 | 8.8000e-004 | 0.0000 |     | 9.4000e-004 |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Winter

**6.2 Area by SubCategory**  
**Unmitigated**

|                       | ROG           | NOx           | CO                 | SO2           | Fugitive PM10 | Exhaust PM10  | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total   | Bio- CO2 | NBio- CO2          | Total CO2          | CH4           | N2O | CO2e |                    |
|-----------------------|---------------|---------------|--------------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|----------|--------------------|--------------------|---------------|-----|------|--------------------|
| SubCategory           | lb/day        |               |                    |               |               |               |               |                |               |               | lb/day   |                    |                    |               |     |      |                    |
| Architectural Coating | 2.4400e-003   |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          |                    | 0.0000             |               |     |      | 0.0000             |
| Consumer Products     | 0.0190        |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          |                    | 0.0000             |               |     |      | 0.0000             |
| Landscaping           | 4.0000e-005   | 0.0000        | 4.2000e-004        | 0.0000        |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          | 8.8000e-004        | 8.8000e-004        | 0.0000        |     |      | 9.4000e-004        |
| <b>Total</b>          | <b>0.0215</b> | <b>0.0000</b> | <b>4.2000e-004</b> | <b>0.0000</b> |               | <b>0.0000</b> | <b>0.0000</b> |                | <b>0.0000</b> | <b>0.0000</b> |          | <b>8.8000e-004</b> | <b>8.8000e-004</b> | <b>0.0000</b> |     |      | <b>9.4000e-004</b> |

**Mitigated**

|                       | ROG           | NOx           | CO                 | SO2           | Fugitive PM10 | Exhaust PM10  | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total   | Bio- CO2 | NBio- CO2          | Total CO2          | CH4           | N2O | CO2e |                    |
|-----------------------|---------------|---------------|--------------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|----------|--------------------|--------------------|---------------|-----|------|--------------------|
| SubCategory           | lb/day        |               |                    |               |               |               |               |                |               |               | lb/day   |                    |                    |               |     |      |                    |
| Architectural Coating | 2.4400e-003   |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          |                    | 0.0000             |               |     |      | 0.0000             |
| Consumer Products     | 0.0190        |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          |                    | 0.0000             |               |     |      | 0.0000             |
| Landscaping           | 4.0000e-005   | 0.0000        | 4.2000e-004        | 0.0000        |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          | 8.8000e-004        | 8.8000e-004        | 0.0000        |     |      | 9.4000e-004        |
| <b>Total</b>          | <b>0.0215</b> | <b>0.0000</b> | <b>4.2000e-004</b> | <b>0.0000</b> |               | <b>0.0000</b> | <b>0.0000</b> |                | <b>0.0000</b> | <b>0.0000</b> |          | <b>8.8000e-004</b> | <b>8.8000e-004</b> | <b>0.0000</b> |     |      | <b>9.4000e-004</b> |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Winter

**7.0 Water Detail**

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**7.1 Mitigation Measures Water**

**8.0 Waste Detail**

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**8.1 Mitigation Measures Waste**

**9.0 Operational Offroad**

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| Equipment Type | Number | Hours/Day | Days/Year | Horse Power | Load Factor | Fuel Type |
|----------------|--------|-----------|-----------|-------------|-------------|-----------|
|----------------|--------|-----------|-----------|-------------|-------------|-----------|

**10.0 Stationary Equipment**

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**Fire Pumps and Emergency Generators**

| Equipment Type | Number | Hours/Day | Hours/Year | Horse Power | Load Factor | Fuel Type |
|----------------|--------|-----------|------------|-------------|-------------|-----------|
|----------------|--------|-----------|------------|-------------|-------------|-----------|

**Boilers**

| Equipment Type | Number | Heat Input/Day | Heat Input/Year | Boiler Rating | Fuel Type |
|----------------|--------|----------------|-----------------|---------------|-----------|
|----------------|--------|----------------|-----------------|---------------|-----------|

**User Defined Equipment**

| Equipment Type | Number |
|----------------|--------|
|----------------|--------|

**11.0 Vegetation**

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Chevron Fueling Station - Los Angeles-South Coast County, Summer

**Chevron Fueling Station**  
Los Angeles-South Coast County, Summer

**1.0 Project Characteristics**

**1.1 Land Usage**

| Land Uses                | Size | Metric | Lot Acreage | Floor Surface Area | Population |
|--------------------------|------|--------|-------------|--------------------|------------|
| Gasoline/Service Station | 4.00 | Pump   | 0.01        | 960.00             | 0          |

**1.2 Other Project Characteristics**

|                         |                            |                         |       |                           |       |
|-------------------------|----------------------------|-------------------------|-------|---------------------------|-------|
| Urbanization            | Urban                      | Wind Speed (m/s)        | 2.2   | Precipitation Freq (Days) | 33    |
| Climate Zone            | 9                          |                         |       | Operational Year          | 2017  |
| Utility Company         | Southern California Edison |                         |       |                           |       |
| CO2 Intensity (lb/MWhr) | 702.44                     | CH4 Intensity (lb/MWhr) | 0.029 | N2O Intensity (lb/MWhr)   | 0.006 |

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use - Consistent with project description.

Vehicle Trips - Consistent with Transportation/Traffic Section.

Water And Wastewater - The proposed project would not increase water consumption or wastewater generation.

Solid Waste - No increase in solid waste generation would occur during operation of the proposed fueling station.

Energy Mitigation -

Water Mitigation -

**Chevron Fueling Station**  
**Los Angeles-South Coast County, Summer**

| Table Name                | Column Name              | Default Value | New Value |
|---------------------------|--------------------------|---------------|-----------|
| tblLandUse                | BuildingSpaceSquareFeet  | 564.70        | 960.00    |
| tblLandUse                | LandUseSquareFeet        | 564.70        | 960.00    |
| tblProjectCharacteristics | OperationalYear          | 2018          | 2017      |
| tblSolidWaste             | SolidWasteGenerationRate | 2.16          | 0.00      |
| tblVehicleTrips           | ST_TR                    | 168.56        | 163.00    |
| tblVehicleTrips           | SU_TR                    | 168.56        | 163.00    |
| tblVehicleTrips           | WD_TR                    | 168.56        | 163.00    |
| tblWater                  | IndoorWaterUseRate       | 53,127.56     | 0.00      |
| tblWater                  | OutdoorWaterUseRate      | 32,562.05     | 0.00      |

**2.0 Emissions Summary**

**2.2 Overall Operational**  
**Unmitigated Operational**

|              | ROG           | NOx           | CO            | SO2           | Fugitive PM10 | Exhaust PM10  | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total   | Bio- CO2 | NBio- CO2         | Total CO2         | CH4           | N2O                | CO2e              |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|----------|-------------------|-------------------|---------------|--------------------|-------------------|
| Category     | lb/day        |               |               |               |               |               |               |                |               |               | lb/day   |                   |                   |               |                    |                   |
| Area         | 0.0215        | 0.0000        | 4.2000e-004   | 0.0000        |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          | 8.8000e-004       | 8.8000e-004       | 0.0000        |                    | 9.4000e-004       |
| Energy       | 5.2000e-004   | 4.6800e-003   | 3.9300e-003   | 3.0000e-005   |               | 3.6000e-004   | 3.6000e-004   |                | 3.6000e-004   | 3.6000e-004   |          | 5.6192            | 5.6192            | 1.1000e-004   | 1.0000e-004        | 5.6526            |
| Mobile       | 1.4067        | 1.7262        | 8.7137        | 0.0128        | 0.8888        | 0.0155        | 0.9043        | 0.2369         | 0.0145        | 0.2514        |          | 1,278.7309        | 1,278.7309        | 0.1083        |                    | 1,281.4377        |
| <b>Total</b> | <b>1.4287</b> | <b>1.7309</b> | <b>8.7181</b> | <b>0.0128</b> | <b>0.8888</b> | <b>0.0159</b> | <b>0.9047</b> | <b>0.2369</b>  | <b>0.0149</b> | <b>0.2518</b> |          | <b>1,284.3510</b> | <b>1,284.3510</b> | <b>0.1084</b> | <b>1.0000e-004</b> | <b>1,287.0913</b> |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Summer

Mitigated Operational

|              | ROG           | NOx           | CO            | SO2           | Fugitive PM10 | Exhaust PM10  | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total   | Bio- CO2 | NBio- CO2         | Total CO2         | CH4           | N2O                | CO2e              |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|----------|-------------------|-------------------|---------------|--------------------|-------------------|
| Category     | lb/day        |               |               |               |               |               |               |                |               |               | lb/day   |                   |                   |               |                    |                   |
| Area         | 0.0215        | 0.0000        | 4.2000e-004   | 0.0000        |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          | 8.8000e-004       | 8.8000e-004       | 0.0000        |                    | 9.4000e-004       |
| Energy       | 5.0000e-004   | 4.5100e-003   | 3.7800e-003   | 3.0000e-005   |               | 3.4000e-004   | 3.4000e-004   |                | 3.4000e-004   | 3.4000e-004   |          | 5.4071            | 5.4071            | 1.0000e-004   | 1.0000e-004        | 5.4392            |
| Mobile       | 1.4067        | 1.7262        | 8.7137        | 0.0128        | 0.8888        | 0.0155        | 0.9043        | 0.2369         | 0.0145        | 0.2514        |          | 1,278.7309        | 1,278.7309        | 0.1083        |                    | 1,281.4377        |
| <b>Total</b> | <b>1.4287</b> | <b>1.7307</b> | <b>8.7179</b> | <b>0.0128</b> | <b>0.8888</b> | <b>0.0159</b> | <b>0.9047</b> | <b>0.2369</b>  | <b>0.0149</b> | <b>0.2518</b> |          | <b>1,284.1389</b> | <b>1,284.1389</b> | <b>0.1084</b> | <b>1.0000e-004</b> | <b>1,286.8779</b> |

|                   | ROG  | NOx  | CO   | SO2  | Fugitive PM10 | Exhaust PM10 | PM10 Total | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4  | N2O  | CO2e |
|-------------------|------|------|------|------|---------------|--------------|------------|----------------|---------------|-------------|----------|-----------|-----------|------|------|------|
| Percent Reduction | 0.00 | 0.01 | 0.00 | 0.00 | 0.00          | 0.13         | 0.00       | 0.00           | 0.13          | 0.01        | 0.00     | 0.02      | 0.02      | 0.01 | 0.00 | 0.02 |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Summer

**4.0 Operational Detail - Mobile**

**4.1 Mitigation Measures Mobile**

|             | ROG    | NOx    | CO     | SO2    | Fugitive PM10 | Exhaust PM10 | PM10 Total | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2  | Total CO2  | CH4    | N2O | CO2e       |
|-------------|--------|--------|--------|--------|---------------|--------------|------------|----------------|---------------|-------------|----------|------------|------------|--------|-----|------------|
| Category    | lb/day |        |        |        |               |              |            |                |               |             | lb/day   |            |            |        |     |            |
| Mitigated   | 1.4067 | 1.7262 | 8.7137 | 0.0128 | 0.8888        | 0.0155       | 0.9043     | 0.2369         | 0.0145        | 0.2514      |          | 1,278.7309 | 1,278.7309 | 0.1083 |     | 1,281.4377 |
| Unmitigated | 1.4067 | 1.7262 | 8.7137 | 0.0128 | 0.8888        | 0.0155       | 0.9043     | 0.2369         | 0.0145        | 0.2514      |          | 1,278.7309 | 1,278.7309 | 0.1083 |     | 1,281.4377 |

**4.2 Trip Summary Information**

| Land Use                 | Average Daily Trip Rate |          |        | Unmitigated | Mitigated  |
|--------------------------|-------------------------|----------|--------|-------------|------------|
|                          | Weekday                 | Saturday | Sunday | Annual VMT  | Annual VMT |
| Gasoline/Service Station | 652.00                  | 652.00   | 652.00 | 421,706     | 421,706    |
| Total                    | 652.00                  | 652.00   | 652.00 | 421,706     | 421,706    |

**4.3 Trip Type Information**

| Land Use                 | Miles      |            |             | Trip %    |            |             | Trip Purpose % |          |         |
|--------------------------|------------|------------|-------------|-----------|------------|-------------|----------------|----------|---------|
|                          | H-W or C-W | H-S or C-C | H-O or C-NW | H-W or C- | H-S or C-C | H-O or C-NW | Primary        | Diverted | Pass-by |
| Gasoline/Service Station | 16.60      | 8.40       | 6.90        | 2.00      | 79.00      | 19.00       | 14             | 27       | 59      |

**4.4 Fleet Mix**

| Land Use                 | LDA      | LDT1     | LDT2     | MDV      | LHD1     | LHD2     | MHD      | HHD      | OBUS     | UBUS     | MCY      | SBUS     | MH       |
|--------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Gasoline/Service Station | 0.556482 | 0.048830 | 0.190982 | 0.130382 | 0.019065 | 0.005267 | 0.011758 | 0.007224 | 0.001296 | 0.000822 | 0.023316 | 0.000605 | 0.003971 |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Summer

**5.0 Energy Detail**

Historical Energy Use: N

**5.1 Mitigation Measures Energy**

Exceed Title 24

|                        | ROG         | NOx         | CO          | SO2         | Fugitive PM10 | Exhaust PM10 | PM10 Total  | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4         | N2O         | CO2e   |
|------------------------|-------------|-------------|-------------|-------------|---------------|--------------|-------------|----------------|---------------|-------------|----------|-----------|-----------|-------------|-------------|--------|
| Category               | lb/day      |             |             |             |               |              |             |                |               |             | lb/day   |           |           |             |             |        |
| NaturalGas Mitigated   | 5.0000e-004 | 4.5100e-003 | 3.7800e-003 | 3.0000e-005 |               | 3.4000e-004  | 3.4000e-004 |                | 3.4000e-004   | 3.4000e-004 |          | 5.4071    | 5.4071    | 1.0000e-004 | 1.0000e-004 | 5.4392 |
| NaturalGas Unmitigated | 5.2000e-004 | 4.6800e-003 | 3.9300e-003 | 3.0000e-005 |               | 3.6000e-004  | 3.6000e-004 |                | 3.6000e-004   | 3.6000e-004 |          | 5.6192    | 5.6192    | 1.1000e-004 | 1.0000e-004 | 5.6526 |

**5.2 Energy by Land Use - NaturalGas**

Unmitigated

|                          | NaturalGas Use | ROG         | NOx         | CO          | SO2         | Fugitive PM10 | Exhaust PM10 | PM10 Total  | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4         | N2O         | CO2e   |
|--------------------------|----------------|-------------|-------------|-------------|-------------|---------------|--------------|-------------|----------------|---------------|-------------|----------|-----------|-----------|-------------|-------------|--------|
| Land Use                 | kBTU/yr        | lb/day      |             |             |             |               |              |             |                |               |             | lb/day   |           |           |             |             |        |
| Gasoline/Service Station | 47.7633        | 5.2000e-004 | 4.6800e-003 | 3.9300e-003 | 3.0000e-005 |               | 3.6000e-004  | 3.6000e-004 |                | 3.6000e-004   | 3.6000e-004 |          | 5.6192    | 5.6192    | 1.1000e-004 | 1.0000e-004 | 5.6526 |
| Total                    |                | 5.2000e-004 | 4.6800e-003 | 3.9300e-003 | 3.0000e-005 |               | 3.6000e-004  | 3.6000e-004 |                | 3.6000e-004   | 3.6000e-004 |          | 5.6192    | 5.6192    | 1.1000e-004 | 1.0000e-004 | 5.6526 |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Summer

**Mitigated**

|                          | Natural Gas Use | ROG         | NOx         | CO          | SO2         | Fugitive PM10 | Exhaust PM10 | PM10 Total  | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4         | N2O         | CO2e   |
|--------------------------|-----------------|-------------|-------------|-------------|-------------|---------------|--------------|-------------|----------------|---------------|-------------|----------|-----------|-----------|-------------|-------------|--------|
| Land Use                 | kBTU/yr         | lb/day      |             |             |             |               |              |             |                |               |             | lb/day   |           |           |             |             |        |
| Gasoline/Service Station | 0.0459803       | 5.0000e-004 | 4.5100e-003 | 3.7800e-003 | 3.0000e-005 |               | 3.4000e-004  | 3.4000e-004 |                | 3.4000e-004   | 3.4000e-004 |          | 5.4071    | 5.4071    | 1.0000e-004 | 1.0000e-004 | 5.4392 |
| Total                    |                 | 5.0000e-004 | 4.5100e-003 | 3.7800e-003 | 3.0000e-005 |               | 3.4000e-004  | 3.4000e-004 |                | 3.4000e-004   | 3.4000e-004 |          | 5.4071    | 5.4071    | 1.0000e-004 | 1.0000e-004 | 5.4392 |

**6.0 Area Detail**

**6.1 Mitigation Measures Area**

|             | ROG    | NOx    | CO          | SO2    | Fugitive PM10 | Exhaust PM10 | PM10 Total | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2   | Total CO2   | CH4    | N2O | CO2e        |
|-------------|--------|--------|-------------|--------|---------------|--------------|------------|----------------|---------------|-------------|----------|-------------|-------------|--------|-----|-------------|
| Category    | lb/day |        |             |        |               |              |            |                |               |             | lb/day   |             |             |        |     |             |
| Mitigated   | 0.0215 | 0.0000 | 4.2000e-004 | 0.0000 |               | 0.0000       | 0.0000     |                | 0.0000        | 0.0000      |          | 8.8000e-004 | 8.8000e-004 | 0.0000 |     | 9.4000e-004 |
| Unmitigated | 0.0215 | 0.0000 | 4.2000e-004 | 0.0000 |               | 0.0000       | 0.0000     |                | 0.0000        | 0.0000      |          | 8.8000e-004 | 8.8000e-004 | 0.0000 |     | 9.4000e-004 |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Summer

**6.2 Area by SubCategory**  
Unmitigated

|                       | ROG           | NOx           | CO                 | SO2           | Fugitive PM10 | Exhaust PM10  | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total   | Bio- CO2 | NBio- CO2          | Total CO2          | CH4           | N2O | CO2e |                    |
|-----------------------|---------------|---------------|--------------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|----------|--------------------|--------------------|---------------|-----|------|--------------------|
| SubCategory           | lb/day        |               |                    |               |               |               |               |                |               |               | lb/day   |                    |                    |               |     |      |                    |
| Architectural Coating | 2.4400e-003   |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          |                    | 0.0000             |               |     |      | 0.0000             |
| Consumer Products     | 0.0190        |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          |                    | 0.0000             |               |     |      | 0.0000             |
| Landscaping           | 4.0000e-005   | 0.0000        | 4.2000e-004        | 0.0000        |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          | 8.8000e-004        | 8.8000e-004        | 0.0000        |     |      | 9.4000e-004        |
| <b>Total</b>          | <b>0.0215</b> | <b>0.0000</b> | <b>4.2000e-004</b> | <b>0.0000</b> |               | <b>0.0000</b> | <b>0.0000</b> |                | <b>0.0000</b> | <b>0.0000</b> |          | <b>8.8000e-004</b> | <b>8.8000e-004</b> | <b>0.0000</b> |     |      | <b>9.4000e-004</b> |

Mitigated

|                       | ROG           | NOx           | CO                 | SO2           | Fugitive PM10 | Exhaust PM10  | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total   | Bio- CO2 | NBio- CO2          | Total CO2          | CH4           | N2O | CO2e |                    |
|-----------------------|---------------|---------------|--------------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|----------|--------------------|--------------------|---------------|-----|------|--------------------|
| SubCategory           | lb/day        |               |                    |               |               |               |               |                |               |               | lb/day   |                    |                    |               |     |      |                    |
| Architectural Coating | 2.4400e-003   |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          |                    | 0.0000             |               |     |      | 0.0000             |
| Consumer Products     | 0.0190        |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          |                    | 0.0000             |               |     |      | 0.0000             |
| Landscaping           | 4.0000e-005   | 0.0000        | 4.2000e-004        | 0.0000        |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        |          | 8.8000e-004        | 8.8000e-004        | 0.0000        |     |      | 9.4000e-004        |
| <b>Total</b>          | <b>0.0215</b> | <b>0.0000</b> | <b>4.2000e-004</b> | <b>0.0000</b> |               | <b>0.0000</b> | <b>0.0000</b> |                | <b>0.0000</b> | <b>0.0000</b> |          | <b>8.8000e-004</b> | <b>8.8000e-004</b> | <b>0.0000</b> |     |      | <b>9.4000e-004</b> |

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**7.0 Water Detail**

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**7.1 Mitigation Measures Water**

**8.0 Waste Detail**

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**8.1 Mitigation Measures Waste**

**9.0 Operational Offroad**

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| Equipment Type | Number | Hours/Day | Days/Year | Horse Power | Load Factor | Fuel Type |
|----------------|--------|-----------|-----------|-------------|-------------|-----------|
|----------------|--------|-----------|-----------|-------------|-------------|-----------|

**10.0 Stationary Equipment**

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**Fire Pumps and Emergency Generators**

| Equipment Type | Number | Hours/Day | Hours/Year | Horse Power | Load Factor | Fuel Type |
|----------------|--------|-----------|------------|-------------|-------------|-----------|
|----------------|--------|-----------|------------|-------------|-------------|-----------|

**Boilers**

| Equipment Type | Number | Heat Input/Day | Heat Input/Year | Boiler Rating | Fuel Type |
|----------------|--------|----------------|-----------------|---------------|-----------|
|----------------|--------|----------------|-----------------|---------------|-----------|

**User Defined Equipment**

| Equipment Type | Number |
|----------------|--------|
|----------------|--------|

**11.0 Vegetation**

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**1.0 Project Characteristics**

**1.1 Land Usage**

| Land Uses                | Size | Metric | Lot Acreage | Floor Surface Area | Population |
|--------------------------|------|--------|-------------|--------------------|------------|
| Gasoline/Service Station | 4.00 | Pump   | 0.01        | 960.00             | 0          |

**1.2 Other Project Characteristics**

|                         |                            |                         |       |                           |       |
|-------------------------|----------------------------|-------------------------|-------|---------------------------|-------|
| Urbanization            | Urban                      | Wind Speed (m/s)        | 2.2   | Precipitation Freq (Days) | 33    |
| Climate Zone            | 9                          |                         |       | Operational Year          | 2017  |
| Utility Company         | Southern California Edison |                         |       |                           |       |
| CO2 Intensity (lb/MWhr) | 702.44                     | CH4 Intensity (lb/MWhr) | 0.029 | N2O Intensity (lb/MWhr)   | 0.006 |

**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use - Consistent with project description.

Vehicle Trips - Consistent with Transportation/Traffic Section.

Water And Wastewater - The proposed project would not increase water consumption or wastewater generation.

Solid Waste - No increase in solid waste generation would occur during operation of the proposed fueling station.

Energy Mitigation -

Water Mitigation -

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| Table Name                | Column Name              | Default Value | New Value |
|---------------------------|--------------------------|---------------|-----------|
| tblLandUse                | BuildingSpaceSquareFeet  | 564.70        | 960.00    |
| tblLandUse                | LandUseSquareFeet        | 564.70        | 960.00    |
| tblProjectCharacteristics | OperationalYear          | 2018          | 2017      |
| tblSolidWaste             | SolidWasteGenerationRate | 2.16          | 0.00      |
| tblVehicleTrips           | ST_TR                    | 168.56        | 163.00    |
| tblVehicleTrips           | SU_TR                    | 168.56        | 163.00    |
| tblVehicleTrips           | WD_TR                    | 168.56        | 163.00    |
| tblWater                  | IndoorWaterUseRate       | 53,127.56     | 0.00      |
| tblWater                  | OutdoorWaterUseRate      | 32,562.05     | 0.00      |

**2.0 Emissions Summary**

**2.2 Overall Operational**  
Unmitigated Operational

|              | ROG           | NOx           | CO            | SO2                | Fugitive PM10 | Exhaust PM10       | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5      | PM2.5 Total   | Bio- CO2      | NBio- CO2       | Total CO2       | CH4           | N2O                | CO2e            |
|--------------|---------------|---------------|---------------|--------------------|---------------|--------------------|---------------|----------------|--------------------|---------------|---------------|-----------------|-----------------|---------------|--------------------|-----------------|
| Category     | tons/yr       |               |               |                    |               |                    |               |                |                    |               | MT/yr         |                 |                 |               |                    |                 |
| Area         | 3.9200e-003   | 0.0000        | 5.0000e-005   | 0.0000             |               | 0.0000             | 0.0000        |                | 0.0000             | 0.0000        | 0.0000        | 1.0000e-004     | 1.0000e-004     | 0.0000        | 0.0000             | 1.1000e-004     |
| Energy       | 9.0000e-005   | 8.5000e-004   | 7.2000e-004   | 1.0000e-005        |               | 6.0000e-005        | 6.0000e-005   |                | 6.0000e-005        | 6.0000e-005   | 0.0000        | 4.3898          | 4.3898          | 1.6000e-004   | 5.0000e-005        | 4.4077          |
| Mobile       | 0.2381        | 0.3294        | 1.6454        | 2.2500e-003        | 0.1586        | 2.8300e-003        | 0.1615        | 0.0424         | 2.6500e-003        | 0.0450        | 0.0000        | 203.4202        | 203.4202        | 0.0183        | 0.0000             | 203.8770        |
| Waste        |               |               |               |                    |               | 0.0000             | 0.0000        |                | 0.0000             | 0.0000        | 0.0000        | 0.0000          | 0.0000          | 0.0000        | 0.0000             | 0.0000          |
| Water        |               |               |               |                    |               | 0.0000             | 0.0000        |                | 0.0000             | 0.0000        | 0.0000        | 0.0000          | 0.0000          | 0.0000        | 0.0000             | 0.0000          |
| <b>Total</b> | <b>0.2421</b> | <b>0.3302</b> | <b>1.6462</b> | <b>2.2600e-003</b> | <b>0.1586</b> | <b>2.8900e-003</b> | <b>0.1615</b> | <b>0.0424</b>  | <b>2.7100e-003</b> | <b>0.0451</b> | <b>0.0000</b> | <b>207.8101</b> | <b>207.8101</b> | <b>0.0184</b> | <b>5.0000e-005</b> | <b>208.2848</b> |

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Mitigated Operational

|              | ROG           | NOx           | CO            | SO2                | Fugitive PM10 | Exhaust PM10       | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5      | PM2.5 Total   | Bio- CO2      | NBio- CO2       | Total CO2       | CH4           | N2O                | CO2e            |
|--------------|---------------|---------------|---------------|--------------------|---------------|--------------------|---------------|----------------|--------------------|---------------|---------------|-----------------|-----------------|---------------|--------------------|-----------------|
| Category     | tons/yr       |               |               |                    |               |                    |               |                |                    |               | MT/yr         |                 |                 |               |                    |                 |
| Area         | 3.9200e-003   | 0.0000        | 5.0000e-005   | 0.0000             |               | 0.0000             | 0.0000        |                | 0.0000             | 0.0000        | 0.0000        | 1.0000e-004     | 1.0000e-004     | 0.0000        | 0.0000             | 1.1000e-004     |
| Energy       | 9.0000e-005   | 8.2000e-004   | 6.9000e-004   | 0.0000             |               | 6.0000e-005        | 6.0000e-005   |                | 6.0000e-005        | 6.0000e-005   | 0.0000        | 4.3186          | 4.3186          | 1.6000e-004   | 5.0000e-005        | 4.3361          |
| Mobile       | 0.2381        | 0.3294        | 1.6454        | 2.2500e-003        | 0.1586        | 2.8300e-003        | 0.1615        | 0.0424         | 2.6500e-003        | 0.0450        | 0.0000        | 203.4202        | 203.4202        | 0.0183        | 0.0000             | 203.8770        |
| Waste        |               |               |               |                    |               | 0.0000             | 0.0000        |                | 0.0000             | 0.0000        | 0.0000        | 0.0000          | 0.0000          | 0.0000        | 0.0000             | 0.0000          |
| Water        |               |               |               |                    |               | 0.0000             | 0.0000        |                | 0.0000             | 0.0000        | 0.0000        | 0.0000          | 0.0000          | 0.0000        | 0.0000             | 0.0000          |
| <b>Total</b> | <b>0.2421</b> | <b>0.3302</b> | <b>1.6462</b> | <b>2.2500e-003</b> | <b>0.1586</b> | <b>2.8900e-003</b> | <b>0.1615</b> | <b>0.0424</b>  | <b>2.7100e-003</b> | <b>0.0451</b> | <b>0.0000</b> | <b>207.7389</b> | <b>207.7389</b> | <b>0.0184</b> | <b>5.0000e-005</b> | <b>208.2133</b> |

|                   | ROG  | NOx  | CO   | SO2  | Fugitive PM10 | Exhaust PM10 | PM10 Total | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4  | N2O  | CO2e |
|-------------------|------|------|------|------|---------------|--------------|------------|----------------|---------------|-------------|----------|-----------|-----------|------|------|------|
| Percent Reduction | 0.00 | 0.01 | 0.00 | 0.44 | 0.00          | 0.00         | 0.00       | 0.00           | 0.00          | 0.00        | 0.00     | 0.03      | 0.03      | 0.00 | 0.00 | 0.03 |

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**4.0 Operational Detail - Mobile**

**4.1 Mitigation Measures Mobile**

|             | ROG     | NOx    | CO     | SO2         | Fugitive PM10 | Exhaust PM10 | PM10 Total | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4    | N2O    | CO2e     |
|-------------|---------|--------|--------|-------------|---------------|--------------|------------|----------------|---------------|-------------|----------|-----------|-----------|--------|--------|----------|
| Category    | tons/yr |        |        |             |               |              |            |                |               |             | MT/yr    |           |           |        |        |          |
| Mitigated   | 0.2381  | 0.3294 | 1.6454 | 2.2500e-003 | 0.1586        | 2.8300e-003  | 0.1615     | 0.0424         | 2.6500e-003   | 0.0450      | 0.0000   | 203.4202  | 203.4202  | 0.0183 | 0.0000 | 203.8770 |
| Unmitigated | 0.2381  | 0.3294 | 1.6454 | 2.2500e-003 | 0.1586        | 2.8300e-003  | 0.1615     | 0.0424         | 2.6500e-003   | 0.0450      | 0.0000   | 203.4202  | 203.4202  | 0.0183 | 0.0000 | 203.8770 |

**4.2 Trip Summary Information**

| Land Use                 | Average Daily Trip Rate |          |        | Unmitigated | Mitigated  |
|--------------------------|-------------------------|----------|--------|-------------|------------|
|                          | Weekday                 | Saturday | Sunday | Annual VMT  | Annual VMT |
| Gasoline/Service Station | 652.00                  | 652.00   | 652.00 | 421,706     | 421,706    |
| Total                    | 652.00                  | 652.00   | 652.00 | 421,706     | 421,706    |

**4.3 Trip Type Information**

| Land Use                 | Miles      |            |             | Trip %    |            |             | Trip Purpose % |          |         |
|--------------------------|------------|------------|-------------|-----------|------------|-------------|----------------|----------|---------|
|                          | H-W or C-W | H-S or C-C | H-O or C-NW | H-W or C- | H-S or C-C | H-O or C-NW | Primary        | Diverted | Pass-by |
| Gasoline/Service Station | 16.60      | 8.40       | 6.90        | 2.00      | 79.00      | 19.00       | 14             | 27       | 59      |

**4.4 Fleet Mix**

| Land Use                 | LDA      | LDT1     | LDT2     | MDV      | LHD1     | LHD2     | MHD      | HHD      | OBUS     | UBUS     | MCY      | SBUS     | MH       |
|--------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Gasoline/Service Station | 0.556482 | 0.048830 | 0.190982 | 0.130382 | 0.019065 | 0.005267 | 0.011758 | 0.007224 | 0.001296 | 0.000822 | 0.023316 | 0.000605 | 0.003971 |

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**5.0 Energy Detail**

Historical Energy Use: N

**5.1 Mitigation Measures Energy**

Exceed Title 24

|                         | ROG         | NOx         | CO          | SO2         | Fugitive PM10 | Exhaust PM10 | PM10 Total  | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4         | N2O         | CO2e   |
|-------------------------|-------------|-------------|-------------|-------------|---------------|--------------|-------------|----------------|---------------|-------------|----------|-----------|-----------|-------------|-------------|--------|
| Category                | tons/yr     |             |             |             |               |              |             |                |               |             | MT/yr    |           |           |             |             |        |
| Electricity Mitigated   |             |             |             |             |               | 0.0000       | 0.0000      |                | 0.0000        | 0.0000      | 0.0000   | 3.4234    | 3.4234    | 1.4000e-004 | 3.0000e-005 | 3.4356 |
| Electricity Unmitigated |             |             |             |             |               | 0.0000       | 0.0000      |                | 0.0000        | 0.0000      | 0.0000   | 3.4595    | 3.4595    | 1.4000e-004 | 3.0000e-005 | 3.4718 |
| NaturalGas Mitigated    | 9.0000e-005 | 8.2000e-004 | 6.9000e-004 | 0.0000      |               | 6.0000e-005  | 6.0000e-005 |                | 6.0000e-005   | 6.0000e-005 | 0.0000   | 0.8952    | 0.8952    | 2.0000e-005 | 2.0000e-005 | 0.9005 |
| NaturalGas Unmitigated  | 9.0000e-005 | 8.5000e-004 | 7.2000e-004 | 1.0000e-005 |               | 6.0000e-005  | 6.0000e-005 |                | 6.0000e-005   | 6.0000e-005 | 0.0000   | 0.9303    | 0.9303    | 2.0000e-005 | 2.0000e-005 | 0.9359 |

**5.2 Energy by Land Use - NaturalGas**

Unmitigated

|                          | NaturalGas Use | ROG         | NOx         | CO          | SO2         | Fugitive PM10 | Exhaust PM10 | PM10 Total  | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4         | N2O         | CO2e   |
|--------------------------|----------------|-------------|-------------|-------------|-------------|---------------|--------------|-------------|----------------|---------------|-------------|----------|-----------|-----------|-------------|-------------|--------|
| Land Use                 | kBTU/yr        | tons/yr     |             |             |             |               |              |             |                |               |             | MT/yr    |           |           |             |             |        |
| Gasoline/Service Station | 17433.6        | 9.0000e-005 | 8.5000e-004 | 7.2000e-004 | 1.0000e-005 |               | 6.0000e-005  | 6.0000e-005 |                | 6.0000e-005   | 6.0000e-005 | 0.0000   | 0.9303    | 0.9303    | 2.0000e-005 | 2.0000e-005 | 0.9359 |
| <b>Total</b>             |                | 9.0000e-005 | 8.5000e-004 | 7.2000e-004 | 1.0000e-005 |               | 6.0000e-005  | 6.0000e-005 |                | 6.0000e-005   | 6.0000e-005 | 0.0000   | 0.9303    | 0.9303    | 2.0000e-005 | 2.0000e-005 | 0.9359 |

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**Mitigated**

|                          | Natural Gas Use | ROG         | NOx         | CO          | SO2    | Fugitive PM10 | Exhaust PM10 | PM10 Total  | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2 | Total CO2 | CH4         | N2O         | CO2e   |
|--------------------------|-----------------|-------------|-------------|-------------|--------|---------------|--------------|-------------|----------------|---------------|-------------|----------|-----------|-----------|-------------|-------------|--------|
| Land Use                 | kBTU/yr         | tons/yr     |             |             |        |               |              |             |                |               |             | MT/yr    |           |           |             |             |        |
| Gasoline/Service Station | 16775.5         | 9.0000e-005 | 8.2000e-004 | 6.9000e-004 | 0.0000 |               | 6.0000e-005  | 6.0000e-005 |                | 6.0000e-005   | 6.0000e-005 | 0.0000   | 0.8952    | 0.8952    | 2.0000e-005 | 2.0000e-005 | 0.9005 |
| <b>Total</b>             |                 | 9.0000e-005 | 8.2000e-004 | 6.9000e-004 | 0.0000 |               | 6.0000e-005  | 6.0000e-005 |                | 6.0000e-005   | 6.0000e-005 | 0.0000   | 0.8952    | 0.8952    | 2.0000e-005 | 2.0000e-005 | 0.9005 |

**5.3 Energy by Land Use - Electricity**

**Unmitigated**

|                          | Electricity Use | Total CO2 | CH4         | N2O         | CO2e   |
|--------------------------|-----------------|-----------|-------------|-------------|--------|
| Land Use                 | kWh/yr          | MT/yr     |             |             |        |
| Gasoline/Service Station | 10857.6         | 3.4595    | 1.4000e-004 | 3.0000e-005 | 3.4718 |
| <b>Total</b>             |                 | 3.4595    | 1.4000e-004 | 3.0000e-005 | 3.4718 |

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Mitigated

|                          | Electricity Use | Total CO2     | CH4                | N2O                | CO2e          |
|--------------------------|-----------------|---------------|--------------------|--------------------|---------------|
| Land Use                 | kWh/yr          | MT/yr         |                    |                    |               |
| Gasoline/Service Station | 10744.3         | 3.4234        | 1.4000e-004        | 3.0000e-005        | 3.4356        |
| <b>Total</b>             |                 | <b>3.4234</b> | <b>1.4000e-004</b> | <b>3.0000e-005</b> | <b>3.4356</b> |

**6.0 Area Detail**

**6.1 Mitigation Measures Area**

|             | ROG         | NOx    | CO          | SO2    | Fugitive PM10 | Exhaust PM10 | PM10 Total | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total | Bio- CO2 | NBio- CO2   | Total CO2   | CH4    | N2O    | CO2e        |
|-------------|-------------|--------|-------------|--------|---------------|--------------|------------|----------------|---------------|-------------|----------|-------------|-------------|--------|--------|-------------|
| Category    | tons/yr     |        |             |        |               |              |            |                |               |             | MT/yr    |             |             |        |        |             |
| Mitigated   | 3.9200e-003 | 0.0000 | 5.0000e-005 | 0.0000 |               | 0.0000       | 0.0000     |                | 0.0000        | 0.0000      | 0.0000   | 1.0000e-004 | 1.0000e-004 | 0.0000 | 0.0000 | 1.1000e-004 |
| Unmitigated | 3.9200e-003 | 0.0000 | 5.0000e-005 | 0.0000 |               | 0.0000       | 0.0000     |                | 0.0000        | 0.0000      | 0.0000   | 1.0000e-004 | 1.0000e-004 | 0.0000 | 0.0000 | 1.1000e-004 |

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**6.2 Area by SubCategory**

Unmitigated

|                       | ROG                | NOx           | CO                 | SO2           | Fugitive PM10 | Exhaust PM10  | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total   | Bio- CO2      | NBio- CO2          | Total CO2          | CH4           | N2O           | CO2e               |
|-----------------------|--------------------|---------------|--------------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|---------------|--------------------|--------------------|---------------|---------------|--------------------|
| SubCategory           | tons/yr            |               |                    |               |               |               |               |                |               |               | MT/yr         |                    |                    |               |               |                    |
| Architectural Coating | 4.4000e-004        |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        | 0.0000        | 0.0000             | 0.0000             | 0.0000        | 0.0000        | 0.0000             |
| Consumer Products     | 3.4700e-003        |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        | 0.0000        | 0.0000             | 0.0000             | 0.0000        | 0.0000        | 0.0000             |
| Landscaping           | 1.0000e-005        | 0.0000        | 5.0000e-005        | 0.0000        |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        | 0.0000        | 1.0000e-004        | 1.0000e-004        | 0.0000        | 0.0000        | 1.1000e-004        |
| <b>Total</b>          | <b>3.9200e-003</b> | <b>0.0000</b> | <b>5.0000e-005</b> | <b>0.0000</b> |               | <b>0.0000</b> | <b>0.0000</b> |                | <b>0.0000</b> | <b>0.0000</b> | <b>0.0000</b> | <b>1.0000e-004</b> | <b>1.0000e-004</b> | <b>0.0000</b> | <b>0.0000</b> | <b>1.1000e-004</b> |

Mitigated

|                       | ROG                | NOx           | CO                 | SO2           | Fugitive PM10 | Exhaust PM10  | PM10 Total    | Fugitive PM2.5 | Exhaust PM2.5 | PM2.5 Total   | Bio- CO2      | NBio- CO2          | Total CO2          | CH4           | N2O           | CO2e               |
|-----------------------|--------------------|---------------|--------------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|---------------|--------------------|--------------------|---------------|---------------|--------------------|
| SubCategory           | tons/yr            |               |                    |               |               |               |               |                |               |               | MT/yr         |                    |                    |               |               |                    |
| Architectural Coating | 4.4000e-004        |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        | 0.0000        | 0.0000             | 0.0000             | 0.0000        | 0.0000        | 0.0000             |
| Consumer Products     | 3.4700e-003        |               |                    |               |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        | 0.0000        | 0.0000             | 0.0000             | 0.0000        | 0.0000        | 0.0000             |
| Landscaping           | 1.0000e-005        | 0.0000        | 5.0000e-005        | 0.0000        |               | 0.0000        | 0.0000        |                | 0.0000        | 0.0000        | 0.0000        | 1.0000e-004        | 1.0000e-004        | 0.0000        | 0.0000        | 1.1000e-004        |
| <b>Total</b>          | <b>3.9200e-003</b> | <b>0.0000</b> | <b>5.0000e-005</b> | <b>0.0000</b> |               | <b>0.0000</b> | <b>0.0000</b> |                | <b>0.0000</b> | <b>0.0000</b> | <b>0.0000</b> | <b>1.0000e-004</b> | <b>1.0000e-004</b> | <b>0.0000</b> | <b>0.0000</b> | <b>1.1000e-004</b> |



**Chevron Fueling Station**  
Los Angeles-South Coast County, Annual

**7.0 Water Detail**

---

**7.1 Mitigation Measures Water**

|             | Total CO2 | CH4    | N2O    | CO2e   |
|-------------|-----------|--------|--------|--------|
| Category    | M1/yr     |        |        |        |
| Mitigated   | 0.0000    | 0.0000 | 0.0000 | 0.0000 |
| Unmitigated | 0.0000    | 0.0000 | 0.0000 | 0.0000 |

**7.2 Water by Land Use**

Unmitigated

|                          | Indoor/Outdoor Use | Total CO2     | CH4           | N2O           | CO2e          |
|--------------------------|--------------------|---------------|---------------|---------------|---------------|
| Land Use                 | Mgal               | M1/yr         |               |               |               |
| Gasoline/Service Station | 0 / 0              | 0.0000        | 0.0000        | 0.0000        | 0.0000        |
| <b>Total</b>             |                    | <b>0.0000</b> | <b>0.0000</b> | <b>0.0000</b> | <b>0.0000</b> |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Annual

**Mitigated**

|                          | Indoor/Outdoor Use | Total CO2 | CH4    | N2O    | CO2e   |
|--------------------------|--------------------|-----------|--------|--------|--------|
| Land Use                 | Mgal               | MT/yr     |        |        |        |
| Gasoline/Service Station | 0 / 0              | 0.0000    | 0.0000 | 0.0000 | 0.0000 |
| Total                    |                    | 0.0000    | 0.0000 | 0.0000 | 0.0000 |

**8.0 Waste Detail**

---

**8.1 Mitigation Measures Waste**

**Category/Year**

|             | Total CO2 | CH4    | N2O    | CO2e   |
|-------------|-----------|--------|--------|--------|
|             | MT/yr     |        |        |        |
| Mitigated   | 0.0000    | 0.0000 | 0.0000 | 0.0000 |
| Unmitigated | 0.0000    | 0.0000 | 0.0000 | 0.0000 |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Annual

**8.2 Waste by Land Use**

Unmitigated

|                          | Waste Disposed | Total CO2     | CH4           | N2O           | CO2e          |
|--------------------------|----------------|---------------|---------------|---------------|---------------|
| Land Use                 | tons           | MT/yr         |               |               |               |
| Gasoline/Service Station | 0              | 0.0000        | 0.0000        | 0.0000        | 0.0000        |
| <b>Total</b>             |                | <b>0.0000</b> | <b>0.0000</b> | <b>0.0000</b> | <b>0.0000</b> |

Mitigated

|                          | Waste Disposed | Total CO2     | CH4           | N2O           | CO2e          |
|--------------------------|----------------|---------------|---------------|---------------|---------------|
| Land Use                 | tons           | MT/yr         |               |               |               |
| Gasoline/Service Station | 0              | 0.0000        | 0.0000        | 0.0000        | 0.0000        |
| <b>Total</b>             |                | <b>0.0000</b> | <b>0.0000</b> | <b>0.0000</b> | <b>0.0000</b> |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Annual

**9.0 Operational Offroad**

---

| Equipment Type | Number | Hours/Day | Days/Year | Horse Power | Load Factor | Fuel Type |
|----------------|--------|-----------|-----------|-------------|-------------|-----------|
|----------------|--------|-----------|-----------|-------------|-------------|-----------|

**10.0 Stationary Equipment**

---

Fire Pumps and Emergency Generators

| Equipment Type | Number | Hours/Day | Hours/Year | Horse Power | Load Factor | Fuel Type |
|----------------|--------|-----------|------------|-------------|-------------|-----------|
|----------------|--------|-----------|------------|-------------|-------------|-----------|

Boilers

| Equipment Type | Number | Heat Input/Day | Heat Input/Year | Boiler Rating | Fuel Type |
|----------------|--------|----------------|-----------------|---------------|-----------|
|----------------|--------|----------------|-----------------|---------------|-----------|

User Defined Equipment

| Equipment Type | Number |
|----------------|--------|
|----------------|--------|

**11.0 Vegetation**

---



### Chevron Fueling Station

#### Los Angeles-South Coast County, Mitigation Report

#### Operational Mobile Mitigation

Project Setting:

| Mitigation | Category                  | Measure                             | % Reduction | Input Value 1 | Input Value 2 | Input Value 3 |
|------------|---------------------------|-------------------------------------|-------------|---------------|---------------|---------------|
| No         | Land Use                  | Increase Density                    | 0.00        |               |               |               |
| No         | Land Use                  | Increase Diversity                  | -0.01       | 0.13          |               |               |
| No         | Land Use                  | Improve Walkability Design          | 0.00        |               |               |               |
| No         | Land Use                  | Improve Destination Accessibility   | 0.00        |               |               |               |
| No         | Land Use                  | Increase Transit Accessibility      | 0.25        |               |               |               |
| No         | Land Use                  | Integrate Below Market Rate Housing | 0.00        |               |               |               |
|            | Land Use                  | Land Use SubTotal                   | 0.00        |               |               |               |
| No         | Neighborhood Enhancements | Improve Pedestrian Network          |             |               |               |               |
| No         | Neighborhood Enhancements | Provide Traffic Calming Measures    |             |               |               |               |
| No         | Neighborhood Enhancements | Implement NEV Network               | 0.00        |               |               |               |
|            | Neighborhood Enhancements | Neighborhood Enhancements Subtotal  | 0.00        |               |               |               |
| No         | Parking Policy Pricing    | Limit Parking Supply                | 0.00        |               |               |               |
| No         | Parking Policy Pricing    | Unbundle Parking Costs              | 0.00        |               |               |               |
| No         | Parking Policy Pricing    | On-street Market Pricing            | 0.00        |               |               |               |
|            | Parking Policy Pricing    | Parking Policy Pricing Subtotal     | 0.00        |               |               |               |
| No         | Transit Improvements      | Provide BRT System                  | 0.00        |               |               |               |
| No         | Transit Improvements      | Expand Transit Network              | 0.00        |               |               |               |
| No         | Transit Improvements      | Increase Transit Frequency          | 0.00        |               |               |               |

**Chevron Fueling Station**

**Los Angeles-South Coast County, Mitigation Report**

|    |                      |  |      |  |      |  |
|----|----------------------|--|------|--|------|--|
|    | Transit Improvements | Transit Improvements Subtotal                          | 0.00 |  |      |  |
|    |                      | Land Use and Site Enhancement Subtotal                 | 0.00 |  |      |  |
| No | Commute              | Implement Trip Reduction Program                       |      |  |      |  |
| No | Commute              | Transit Subsidy  |      |  |      |  |
| No | Commute              | Implement Employee Parking "Cash Out"                  |      |  |      |  |
| No | Commute              | Workplace Parking Charge                               |      |  |      |  |
| No | Commute              | Encourage Telecommuting and Alternative Work Schedules | 0.00 |  |      |  |
| No | Commute              | Market Commute Trip Reduction Option                   | 0.00 |  |      |  |
| No | Commute              | Employee Vanpool/Shuttle                               | 0.00 |  | 2.00 |  |
| No | Commute              | Provide Ride Sharing Program                           |      |  |      |  |
|    | Commute              | Commute Subtotal                                       | 0.00 |  |      |  |
| No | School Trip          | Implement School Bus Program                           | 0.00 |  |      |  |
|    |                      | Total VMT Reduction                                    | 0.00 |  |      |  |

### Chevron Fueling Station

#### Los Angeles-South Coast County, Mitigation Report

#### Area Mitigation

| Measure Implemented | Mitigation Measure                           | Input Value |
|---------------------|--|-------------|
| No                  | Only Natural Gas Hearth                      |             |
| No                  | No Hearth                                    |             |
| No                  | Use Low VOC Cleaning Supplies                |             |
| No                  | Use Low VOC Paint (Residential Interior)     | 50.00       |
| No                  | Use Low VOC Paint (Residential Exterior)     | 50.00       |
| No                  | Use Low VOC Paint (Non-residential Interior) | 100.00      |
| No                  | Use Low VOC Paint (Non-residential Exterior) | 100.00      |
| No                  | Use Low VOC Paint (Parking)                  | 100.00      |
| No                  | % Electric Lawnmower                         |             |
| No                  | % Electric Leafblower                        |             |
| No                  | % Electric Chainsaw                          |             |



### Chevron Fueling Station

Los Angeles-South Coast County, Mitigation Report

#### Energy Mitigation Measures

| Measure Implemented | Mitigation Measure               | Input Value 1 | Input Value 2 |
|---------------------|----------------------------------|---------------|---------------|
| Yes                 | Exceed Title 24                  | 5.00          |               |
| No                  | Install High Efficiency Lighting |               |               |
| No                  | On-site Renewable                |               |               |

| Appliance Type | Land Use Subtype | % Improvement |
|----------------|------------------|---------------|
| ClothWasher    |                  | 30.00         |
| DishWasher     |                  | 15.00         |
| Fan            |                  | 50.00         |
| Refrigerator   |                  | 15.00         |

#### Water Mitigation Measures

| Measure Implemented | Mitigation Measure                     | Input Value 1 | Input Value 2 |
|---------------------|--|---------------|---------------|
| No                  | Apply Water Conservation on Strategy   | 0.00          | 0.00          |
| No                  | Use Reclaimed Water                    | 0.00          | 0.00          |
| No                  | Use Grey Water                         | 0.00          |               |
| No                  | Install low-flow bathroom faucet       | 32.00         |               |
| No                  | Install low-flow Kitchen faucet        | 18.00         |               |
| No                  | Install low-flow Toilet                | 20.00         |               |
| No                  | Install low-flow Shower                | 20.00         |               |
| No                  | Turf Reduction                         | 0.00          |               |
| No                  | Use Water Efficient Irrigation Systems | 6.10          |               |
| No                  | Water Efficient Landscape              | 0.00          | 0.00          |

**Chevron Fueling Station**  
Los Angeles-South Coast County, Mitigation Report

**Solid Waste Mitigation**

| Mitigation Measures  | Input Value |
|--|-------------|
| Institute Recycling and Composting Services<br>Percent Reduction in Waste Disposed |             |

Chevron Fueling Station - Los Angeles-South Coast County, Summary Report

**Chevron Fueling Station**  
**Los Angeles-South Coast, Summary Report**

**1.0 Project Characteristics**

**1.1 Land Usage**

| Land Uses                | Size | Metric | Lot Acreage | Floor Surface Area | Population |
|--------------------------|------|--------|-------------|--------------------|------------|
| Gasoline/Service Station | 4.00 | Pump   | 0.01        | 960.00             | 0          |

**1.2 Other Project Characteristics**

|                         |                            |                         |       |                           |       |
|-------------------------|----------------------------|-------------------------|-------|---------------------------|-------|
| Urbanization            | Urban                      | Wind Speed (m/s)        | 2.2   | Precipitation Freq (Days) | 33    |
| Climate Zone            | 9                          |                         |       | Operational Year          | 2017  |
| Utility Company         | Southern California Edison |                         |       |                           |       |
| CO2 Intensity (lb/MWhr) | 702.44                     | CH4 Intensity (lb/MWhr) | 0.029 | N2O Intensity (lb/MWhr)   | 0.006 |

**1.3 User Entered Comments**

Only CalEEMod defaults were used.

Project Characteristics -

Land Use - Consistent with project description.

Vehicle Trips - Consistent with Transportation/Traffic Section.

Water And Wastewater - The proposed project would not increase water consumption or wastewater generation.

Solid Waste - No increase in solid waste generation would occur during operation of the proposed fueling station.

Energy Mitigation -

Water Mitigation -



**Operation Localized Significance Thresholds**

| SRA No. | Acres | Source Receptor Distance (meters) | Source Receptor Distance (Feet) |
|---------|-------|-----------------------------------|---------------------------------|
| 11      | 1.00  | 25                                | 82                              |

Source Receptor Distance (meters) South San Gabriel Valley

|     |     |
|-----|-----|
| NOx | 83  |
| CO  | 673 |

|       | Acres | 25  | 50  | 100  | 200  | 500  |
|-------|-------|-----|-----|------|------|------|
| NOx   | 1     | 83  | 84  | 96   | 123  | 193  |
|       | 1     | 83  | 84  | 96   | 123  | 193  |
|       | 1     | 83  | 84  | 96   | 123  | 193  |
| CO    | 1     | 673 | 760 | 1113 | 2110 | 6884 |
|       | 1     | 673 | 760 | 1113 | 2110 | 6884 |
|       | 1     | 673 | 760 | 1113 | 2110 | 6884 |
| PM10  | 1     | 1   | 4   | 7    | 15   | 37   |
|       | 1     | 1   | 4   | 7    | 15   | 37   |
|       | 1     | 1   | 4   | 7    | 15   | 37   |
| PM2.5 | 1     | 1   | 2   | 3    | 5    | 20   |
|       | 1     | 1   | 2   | 3    | 5    | 20   |
|       | 1     | 1   | 2   | 3    | 5    | 20   |

South San Gabriel Valley

| 1.00 Acres | 25  | 50  | 100  | 200  | 500  |
|------------|-----|-----|------|------|------|
| NOx        | 83  | 84  | 96   | 123  | 193  |
| CO         | 673 | 760 | 1113 | 2110 | 6884 |
| PM10       | 1   | 4   | 7    | 15   | 37   |
| PM2.5      | 1   | 2   | 3    | 5    | 20   |

| Acre Below               |       | Acre Above |       |
|--------------------------|-------|------------|-------|
| SRA No.                  | Acres | SRA No.    | Acres |
| 11                       | 1     | 11         | 1     |
| Distance Increment Below |       |            |       |
| 25                       |       |            |       |
| Distance Increment Above |       |            |       |
| 25                       |       |            |       |

Updated: 10/21/2010 - Table C-1. 2006 – 2008

**Operation Localized Significance Thresholds**

| SRA No. | Acres | Source Receptor Distance (meters) | Source Receptor Distance (Feet) |
|---------|-------|-----------------------------------|---------------------------------|
| 11      | 1.00  | 488                               | 1600                            |

Source Receptor Distance (meters) South San Gabriel Valley 488

PM10 36.10  
PM2.5 19.38

|       | Acres | 25  | 50  | 100  | 200  | 500  |
|-------|-------|-----|-----|------|------|------|
| NOx   | 1     | 83  | 84  | 96   | 123  | 193  |
|       | 1     | 83  | 84  | 96   | 123  | 193  |
| CO    | 1     | 673 | 760 | 1113 | 2110 | 6884 |
|       | 1     | 673 | 760 | 1113 | 2110 | 6884 |
| PM10  | 1     | 1   | 4   | 7    | 15   | 37   |
|       | 1     | 1   | 4   | 7    | 15   | 37   |
| PM2.5 | 1     | 1   | 2   | 3    | 5    | 20   |
|       | 1     | 1   | 2   | 3    | 5    | 20   |

South San Gabriel Valley

1.00 Acres

|       |     |     |      |      |      |
|-------|-----|-----|------|------|------|
|       | 25  | 50  | 100  | 200  | 500  |
| NOx   | 83  | 84  | 96   | 123  | 193  |
| CO    | 673 | 760 | 1113 | 2110 | 6884 |
| PM10  | 1   | 4   | 7    | 15   | 37   |
| PM2.5 | 1   | 2   | 3    | 5    | 20   |

| Acre Below               |       | Acre Above |       |
|--------------------------|-------|------------|-------|
| SRA No.                  | Acres | SRA No.    | Acres |
| 11                       | 1     | 11         | 1     |
| Distance Increment Below |       |            |       |
| 200                      |       |            |       |
| Distance Increment Above |       |            |       |
| 500                      |       |            |       |

Updated: 10/21/2010 - Table C-1, 2006 – 2008

## POMONA FAIRPLEX, CALIFORNIA (047050)

### Period of Record Monthly Climate Summary

Period of Record : 11/01/1893 to 06/09/2016

|                                   | Jan  | Feb  | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  | Annual |
|-----------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|--------|
| Average Max. Temperature (F)      | 65.5 | 67.6 | 70.1 | 74.2 | 77.8 | 84.1 | 91.0 | 91.1 | 88.4 | 80.6 | 73.2 | 66.4 | 77.5   |
| Average Min. Temperature (F)      | 38.1 | 40.3 | 42.3 | 45.6 | 50.0 | 53.4 | 57.7 | 58.1 | 55.3 | 49.8 | 42.6 | 38.4 | 47.6   |
| Average Total Precipitation (in.) | 3.56 | 3.49 | 2.82 | 1.22 | 0.35 | 0.10 | 0.01 | 0.07 | 0.26 | 0.78 | 1.56 | 2.77 | 16.97  |
| Average Total SnowFall (in.)      | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0    |
| Average Snow Depth (in.)          | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0      |

Percent of possible observations for period of record.

Max. Temp.: 99.1% Min. Temp.: 99% Precipitation: 99% Snowfall: 95.5% Snow Depth: 95.3%

Check [Station Metadata](#) or [Metadata graphics](#) for more detail about data completeness.

Western Regional Climate Center, [wrcc@dri.edu](http://wrcc.dri.edu)

## Appendix B Noise Data



## Appendix

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## Noise Levels During Construction

| Reference Levels: Construction Noise at 50 Feet (dBA Leq) <sup>1</sup> |  |   |
|--|--|---|
| Construction Phase   | Distance:<br>Receptor to center<br>of activity | Average Level<br>(dBA Leq) <sup>2</sup> |
| BBN Backhoe Noise Level  | 50   | 85                                      |
| Construction Noise at La Puente HS                                     |  |   |
| Construction Phase   | Distance:<br>Receptor to center<br>of activity | Average Level<br>(dBA Leq) <sup>2</sup> |
| BBN Backhoe Noise Level  | 1900   | 53                                      |
| Construction Noise at residences to the east                           |  |   |
| Construction Phase   | Distance:<br>Receptor to center<br>of activity | Average Level<br>(dBA Leq) <sup>2</sup> |
| BBN Backhoe Noise Level  | 2000   | 53                                      |

Drop Off  
hard=0;  
soft=0.5  
0

<sup>1</sup> Calculations based on the Roadway Construction Noise Model with the construction information provided by the applicant.

<sup>2</sup> Average daily noise level including all equipment in use simultaneously considering utilization factors.

<sup>3</sup> Maximum instantaneous noise level from the loudest equipment used during the construction phase.

## Construction Generated Vibration

### Vibration Annoyance Criteria

| Distance that exceeds annoyance threshold |                  |    |
|---|------------------|----|
|   | Vibratory Roller | 90 |
|   | Large Bulldozer  | 50 |

Receptor: Average Vibration Level - La Puente HS Average Distance (feet): 1900

| Equipment       | Approximate Velocity Level at 25 ft, VdB | Approximate Velocity Level, VdB |
|-----------------|--|---------------------------------|
| Large bulldozer | 87                                       | 31                              |
| Small bulldozer | 58                                       | 2                               |
| Jackhammer      | 79                                       | 23                              |
| Loaded trucks   | 86                                       | 30                              |
|                 | <b>Criteria</b>                          | <b>78</b>                       |

Receptor: Average Vibration Level - residences to the east Average Distance (feet): 2000

| Equipment       | Approximate Velocity Level at 25 ft, VdB | Approximate Velocity Level, VdB |
|-----------------|--|---------------------------------|
| Large bulldozer | 87                                       | 30                              |
| Small bulldozer | 58                                       | 1                               |
| Jackhammer      | 79                                       | 22                              |
| Loaded trucks   | 86                                       | 29                              |
|                 | <b>Criteria</b>                          | <b>78</b>                       |

### Structural Damage Criteria

| Distance that exceeds damage threshold |                  |    |
|--|------------------|----|
|  | Vibratory Roller | 30 |
|  | Large Bulldozer  | 15 |

Receptor: Maximum Vibration Levels - Denny's Closest Distance (feet): 25

| Equipment       | Approximate RMS a Velocity at 25 ft, inch/second | Approximate RMS Velocity Level, inch/second |
|-----------------|--|---|
| Large bulldozer | 0.089  | 0.089                                       |
| Small bulldozer | 0.003  | 0.003                                       |
| Jackhammer      | 0.035  | 0.035                                       |
| Loaded trucks   | 0.076  | 0.076                                       |
|                 | <b>Criteria</b>                                  | <b>0.200</b>                                |

Receptor: Maximum Vibration Levels - Starbucks Closest Distance (feet): 100

| Equipment       | Approximate RMS a Velocity at 25 ft, inch/second | Approximate RMS Velocity Level, inch/second |
|-----------------|--|---|
| Large bulldozer | 0.089  | 0.011                                       |
| Small bulldozer | 0.003  | 0.000                                       |
| Jackhammer      | 0.035  | 0.004                                       |
| Loaded trucks   | 0.076  | 0.010                                       |
|                 | <b>Criteria</b>                                  | <b>0.200</b>                                |

<sup>1</sup> Determined based on use of jackhammers or pneumatic hammers that may be used for pavement demolition at a distance of 25 feet

Notes: RMS velocity calculated from vibration level (VdB) using the reference of one microinch/second.

Source: Based on methodology from the United States Department of Transportation Federal Transit Administration, *Transit Noise and Vibration Impact Assessment*



## Attachment 2

# Notice of Intent to Adopt an Initial Study/ Negative Declaration



## CITY OF INDUSTRY

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

### NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION DEVELOPMENT PLAN 17-02 221 SOUTH HACIENDA, CITY OF INDUSTRY

**Purpose:** In accordance with the State of California Public Resources Code Section 21092, Sections 15063 and 15072 of Title 14 of the California Code of Regulations pertaining to the California Environmental Quality Act, and the Industry Municipal Code, this is to advise you that the Planning Department of the City of Industry has prepared an Initial Study of environmental impacts on the following project and is recommending the environmental determination described below.

**Project Description:** Development Plan Application 17-2 is proposed by Hassan Chevron Fueling Station to allow for the construction of a new 960 square foot canopy with two (2) new fueling islands with four (4) fuel pumps, and an underground diesel fuel tank at an existing Chevron service station located at 221 South Hacienda Boulevard. The 22,221.3 square foot site is currently developed with an existing 1,160.4 square foot convenience store, and a 1,216 square foot canopy, with four (4) fueling islands with eight (8) fuel pumps.

**Location:** the proposed project is located at 221 S. Hacienda Boulevard, City of Industry, and Los Angeles County (APN: 8208-022-036)

**Environmental Determination:** It has been determined through an Initial Study ("IS") that the proposed project will have no environmental impacts, therefore it is recommended that the lead agency adopt a Negative Declaration ("ND") for the project pursuant to Section 21080(c) of the Public Resources Code. . The ND adequately addresses the expected environmental impacts in regards to Air Quality, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Noise, and Transportation/Traffic. The IS and ND found that there is no evidence that the project will have significant adverse effects on the environment.

**Public Review and Comment Period:** Copies of the proposed ND and IS are available in the Planning Department at the address listed below. A 20-day public review period for the Negative Declaration begins November 17, 2017, and ends December 06, 2017. Written comments on the adequacy of the document must be received by the City prior to 5:00 PM on December 06, 2017. If you would like to comment, please send written comments to:

Nathalie Vazquez, Consultant Assistant Planner I  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744  
nvazquez@cityofindustry.org  
(626) 333-2211

**Public Meeting:** The City Council is scheduled to consider the Negative Declaration and proposed project at a regularly scheduled meeting to be held on January 11, 2017, at 9:00 AM. The meeting will be held in the City of Industry Council Chambers located at 15651 E. Stafford Street, City of Industry, CA 91744. To confirm the date and time of the meeting, please check the City's website: [www.cityofindustry.org](http://www.cityofindustry.org).

**Exhibit F**  
**Resolution No. CC 2018-42**  
**DP 17-02**

## RESOLUTION NO. CC 2018-42

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 17-2 FOR THE CONSTRUCTION OF A 960 SQUARE FOOT CANOPY WITH TWO NEW FUELING STATIONS AND AN UNDERGROUND DIESEL TANK AT AN EXISTING GASOLINE SERVICE STATION LOCATED AT 221 HACIENDA BOULEVARD, CITY OF INDUSTRY, CALIFORNIA

#### RECITALS

**WHEREAS**, on February 23, 2017 Jon Sommers representing H&S Energy, LLC (“Applicant”) filed a complete application requesting the approval of Development Plan (“DP”) No. 17-2 described herein (“Application”); and

**WHEREAS**, the Application applies to an existing 1,160 square foot convenience store with an existing 1,216 square foot canopy with four fueling stations, located on an existing 0.58 acre property at 221 South Hacienda Boulevard, City of Industry, California, Assessor’s Parcel Number 8208-022-036 (“Property”); and

**WHEREAS**, the Applicant is proposing to construct a 960 square foot canopy with two fueling dispensers, with four (4) fuel pumps, and an underground diesel tank, at an existing service station in the “C” Commercial Zone with “A-B” Adult Business Overlay and, in accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a DP is required for this type of activity; and

**WHEREAS**, the Land Use Element of the General Plan designates the Property as Commercial. The proposed use is consistent with the General Plan as the proposed construction of a new canopy with two fueling dispensers and underground diesel fuel tank is similar to that of other gasoline service stations in the same land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

**WHEREAS**, in accordance with CEQA, California Environmental Quality Act (“CEQA”), California Public Resources Code section 21000 *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an initial study was performed, the result of which was preparation and circulation of a negative declaration (“IS/ND”), analyzing the Project and concluding that approval of the Project could not have a significant effect on the environment; and

**WHEREAS**, the IS/ND was circulated for both public and agency review and comment on November 17, 2017, through December 6, 2017; and

**WHEREAS**, on January 11, 2018, at a duly noticed public meeting, the City Council reviewed and carefully considered all testimony, written and oral, and adopted Resolution No. CC 2018-42, approving the IS/ND for the project; and

**WHEREAS**, on January 11, 2018, the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

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

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

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

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

**SECTION 3:** Based upon substantial evidence presented to the City Council during the January 11, 2018 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the ND, and the City's Code, the City Council finds as follows:

- A. The Property is suitable for development in accordance with the Development Plan because the Property sits within a fully developed and paved site which is currently operating as a Chevron Fueling Station. The site currently has eight double fueling stations covered with a canopy and a convenience store which is consistent with the General Plan land use designation of Commercial and the zoning designation of Commercial – Adult Business Overlay. As noted in the IS/ND, there are no environmental impacts associated with the project.
- B. The project is arranged so as to avoid traffic congestion, ensure the public health, safety and general welfare and prevent adverse effects upon neighboring properties. The proposed addition of two fueling stations with unground diesel tank will be constructed within an existing and fully operational gasoline service station. Currently, the Property is served by adequate street access on Valley Boulevard and Hacienda Boulevard where there are two vehicle entrances on each street where only right in/right out turns are possible. As referenced in the IS, the project would result in 652 daily trips, which equates to approximately 48 AM peak hour trips and 56 PM peak hour trips, not significantly impacting road capacity. The IS/ND anticipates that a majority of these trips will consist mainly of “pass-by” trips (trips that are already in the circulation network and only stop by the site to fuel or make a purchase at a convenience store); therefore, the trips noted above are an overstatement. In addition, the attached conditions of approval set operational and management standards that ensure the business will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance, so as to prevent adverse effects on neighboring properties; and
- C. The development is in general accord with all elements of the Industry Zoning Ordinance because, with the approval of the Development Plan, the Project

complies with development standards in regard to lot frontage, drainage, building setbacks, height, parking, access, screening, and design; and

- D. The development is consistent with the provisions of the City's General Plan because the Property is designated as Employment, which allows the development of buildings and lots for commercial and service uses; and
- E. Based on the foregoing, the City Council approves Development Plan No. 17-2 subject to the Conditions of Approval, attached hereto as Attachment 1, and incorporated herein by reference.

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

**SECTION 5:** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on January 11, 2018 by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |

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Mark D. Radecki, Mayor

**ATTEST:**

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Diane M. Schlichting, Chief Deputy City Clerk



**Attachment 1**  
**Conditions of Approval**



# CITY OF INDUSTRY

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

## ATTACHMENT 1

### Standard Requirements and Conditions of Approval

**Application:** Development Plan 17-2

**Applicant:** Jon Sommers representing H&S Energy, LLC

**Location:** 221 Hacienda Boulevard

**Use:** Addition of a new fueling canopy with two (2) fueling stations at a gasoline service station

### Conditions of Approval

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

1. All proposed site improvements must conform to the development plan approval of Development Plan Number 17-2.
2. Prior to final building permit approval, the Applicant shall work with the City Engineer and prepare and sign an offer of dedication for a potential future widening of the corner radius of the public street, generally located on the northeast corner of Hacienda Boulevard and Valley Boulevard.

### Code Requirements and Standards

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

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

3. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved Development Plan.
4. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
5. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved Development Plan.
6. The Applicant shall provide off-street parking as shown on the approved Development Plan.
7. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. All development shall be completed in substantial compliance with the approved Development Plan.
8. Demolition and construction operations shall be limited to the hours (7:00 am to 7:00 pm) prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
9. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.

### **Interpretation and Enforcement**

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

### **Indemnification and Hold Harmless Condition**

1. The Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of

the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

2. The Applicant and Property Owner shall file an executed and acknowledged Acceptance of Terms and Conditions of the Development Plan within 10 days after the approval, or the Development Plan shall be of no further force or effect.