

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

DECEMBER 13, 2018
9:00 AM



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

Addressing the City Council:

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

Americans with Disabilities Act:

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

Agendas and other writings:

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

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

- a. Recognition of Fire Fighter Specialist Mark Lopez and his acknowledgement from the 32nd Congressional District.
- b. Recognition on Assistant Sheriff Tim Murakami of the Los Angeles County Sheriff's department.
- c. Report from the County of Los Angeles Fire Department regarding the Hazardous Fuels Reduction (HFR) and Vegetation Management Plan (VMP) Programs.

5. Public Comments

6. **CONSENT CALENDAR**

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

6.1 Consideration of the Register of Demands for December 13, 2018

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

6.2 Consideration of the minutes of November 29, 2018 special meeting

RECOMMENDED ACTION: Approve as submitted.

6.3 Consideration of a Professional Services Agreement between Owen Group, Inc., and City of Industry for ADA Self-Evaluation and Transition Plan in an amount not to exceed \$288,810 from December 13, 2018 through February 28, 2020

RECOMMENDED ACTION: Approve the Agreement.

6.4 Consideration of a Professional Services Agreement between IDS Group, Inc., and City of Industry for Architectural and Engineering Design Services for the improvements to the Avalon Room and Patio Café located at the Industry Hills Expo Center, in an amount not to exceed \$226,550 from December 13, 2018 through July 5, 2020

RECOMMENDED ACTION: Approve the Agreement.

- 6.5 Consideration of Wireless Communication Facility Ground Lease between the City of Industry and New Cingular Wireless PCS, LLC., located at 1123 South Hatcher Avenue

RECOMMENDED ACTION: Approve the Agreement.

- 6.6 Consideration of Amendment No. 3 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. for Landfill Operation, Monitoring and Maintenance Consulting Services for a total Agreement amount not-to-exceed \$1,001,416.00, through December 31, 2021

RECOMMENDED ACTION: Approve Amendment No. 3.

7. **ACTION ITEMS**

- 7.1 Consideration of Development Plan 17-05, to allow the development of a truck terminal yard facility located at 16601-16965 Chestnut Avenue

- a. Consideration of Resolution No. CC 2018-54 OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR DEVELOPMENT PLAN NO. 17-5 TO ALLOW THE DEVELOPMENT OF A TRUCK TERMINAL YARD FACILITY LOCATED AT 16601-16965 CHESTNUT AVENUE IN THE CITY OF INDUSTRY, WITHIN THE "I" INDUSTRIAL ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF

RECCOMENDED ACTION: Adopt Resolution No. CC 2018-54.

- b. Consideration of Resolution No. CC 2018-53 OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 17-05 TO ALLOW THE DEVELOPMENT OF A TRUCK TERMINAL YARD FACILITY LOCATED AT 16601-16965 CHESTNUT AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA

RECCOMENDED ACTION: Adopt Resolution No. CC 2018-53.

- 7.2 Consideration of Improvements to Existing Public Highway At-Grade Crossing Agreement with County of Los Angeles and Union Pacific Railroad Company for California Avenue at Alhambra Subdivision Crossing, north of Valley Boulevard.

RECOMMENDED ACTION: Approve the Agreement.

- 7.3 Consideration of Change Order No. 4, for Phase 1 Hudson (YAL) Building Tenant Improvements, with Golden Gate Steel, Inc. (Contract No. CITY-1441)

RECOMMENDED ACTION: Approve Change Order No. 4 and authorize the Mayor to execute the Change Order.

- 7.4 Consideration of Award of Agreement No. DS-18-040-B, Industry Hills Grand Arena Painting, to Mariscal Painting, in an amount not to exceed \$675,000.00

RECOMMENDED ACTION: Award the contract to Mariscal Painting, in the amount of \$675,000.00.

- 7.5 Consideration of Award of Contract No. CITY-1420R, Walnut Drive South Widening and Storm Drain Improvements (IPD 233), to PALP Inc. dba Excel Paving Company, in an amount not to exceed \$1,774,739.00

RECOMMENDED ACTION: Award the contract to PALP Inc. dba Excel Paving Company, in the amount of \$1,774,739.00.

- 7.6 Discussion & direction regarding split staff on Fridays

RECOMMENDED ACTION: City Hall continues to be open every Friday with split staff working the 9/80 work schedule.

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATION**

11. **CLOSED SESSION**

11.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: San Gabriel Valley Water and Power, LLC v. City of Industry, *et al.*

Superior Court of California, County of Los Angeles

Case No. BS174700

11.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: Concerned Citizens of City of Industry v. City of Industry, *et al.*

Superior Court of California, County of Los Angeles

Case No. BC700716

- 11.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
Gabriela Cabrera vs. City of Industry, *et al*
(Superior Court Case No. BC713527)
- 11.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1)
Gabriela Cabrera vs. City of Industry, *et al*
(Superior Court Case No. BC719390)
- 11.5 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section
54956.9(d)(2): One potential case
- 11.6 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):
One case
- 11.7 CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to
Government Code Section 54956.8

Property: 17351 Gale Avenue, City of Industry, CA, also known as Assessor Parcel Numbers 8264-001-943, 8264-001-947, 8264-001-948, 8264-001-949.
17405-17435 Gale Avenue, City of Industry, CA also known as Assessor Parcel Numbers 8264-001-112, 8264-001-128.
17245-17475 Gale Avenue, City of Industry, CA, also known as Assessor Parcel Numbers 8264-001-136, 8264-001-137.

Agency Negotiators: Troy Helling, City Manager
James M. Casso, City Attorney

Negotiating Parties: Robert Yu, R.Y. Properties, Inc.

Under Negotiation: Price and Terms Payment

- 12. Adjournment. The next regular City Council Meeting will be Thursday, January 10, 2019 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF DECEMBER 13, 2018**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	4,269,202.88
103	PROP A FUND	13,120.63
120	CAPITAL IMPROVEMENT FUND	455,756.84
140	CITY DEBT SERVICE	500.00
161	IPUC - ELECTRIC	321,838.10
TOTAL ALL FUNDS		5,060,418.45

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	1,136,426.16
PROP/A	PROP A - CKING ACCOUNT	13,120.63
REF	REFUSE - CKING ACCOUNT	1,456,470.76
WFBK	WELLS FARGO - CKING ACCOUNT	2,454,400.90
TOTAL ALL BANKS		5,060,418.45

APPROVED PER CITY MANAGER

CITY OF INDUSTRY

BANK OF AMERICA

December 13, 2018

Check	Date	Payee Name	Check Amount
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CITYELEC.CHK - City Electric

1460	11/28/2018	CITY OF INDUSTRY	\$192,523.96
	Invoice		Amount
	11/28/18	TRANSFER FUNDS-ELECTRIC	\$192,523.96

CITYGEN.CHK - City General

WT1091	11/20/2018	CAL-PERS	\$36,296.98
	Invoice		Amount
	DECEMBER 2018	CALPERS MEDICAL PREMIUM FOR DEC 2018	\$36,296.98

WT1092	11/20/2018	FIRST AMERICAN TITLE INSURANCE	\$903,580.00
	Invoice		Amount
	11/20/18	ESCROW FOR PURCHASE OF EL ENCANTO	\$903,580.00

WT1093	11/30/2018	JOHN HANCOCK USA	\$4,025.22
	Invoice		Amount
	OCT-NOV2018	PARS CONTRIBUTIONS FOR OCT-NOV 2018	\$4,025.22

Checks	Status	Count	Transaction Amount
	Total	4	\$1,136,426.16

CITY OF INDUSTRY

PROP A

December 13, 2018

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90030	11/28/2018			SO CALIFORNIA EDISON COMPANY	\$205.15
	Invoice	Date	Description	Amount	
	2019-00000679	11/16/2018	9/20-10/19/18 SVC-600S BREA CYN B	\$205.15	
90031	11/28/2018			WALNUT VALLEY WATER DISTRICT	\$341.17
	Invoice	Date	Description	Amount	
	3161600	11/07/2018	10/2-11/1/18 SVC-PLATFORM METROLINK BREA CYN	\$20.00	
	3160706	11/06/2018	10/1-10/31/18 SVC-IRR METROLINK STN-SPANISH LN	\$321.17	
90032	12/13/2018			COUNTY OF LA DEPT OF PUBLIC	\$7,638.72
	Invoice	Date	Description	Amount	
	PW-18111302000	11/13/2018	FAIRWAY DR GRADE SEPARATION	\$6,324.44	
	PW-18111302061	11/13/2018	FULLERTON RD GRADE SEPARATION	\$1,314.28	
90033	12/13/2018			INDUSTRY SECURITY SERVICES	\$4,831.68
	Invoice	Date	Description	Amount	
	14-23322	11/23/2018	SECURITY SVC-METROLINK	\$1,372.22	
	14-23292	11/16/2018	SECURITY SVC-METROLINK	\$1,729.73	
	14-23332	11/30/2018	SECURITY SVC-METROLINK	\$1,729.73	
90034	12/13/2018			SO CAL INDUSTRIES	\$103.91
	Invoice	Date	Description	Amount	
	353652	11/07/2018	RR RENTAL-METROLINK	\$103.91	

Checks	Status	Count	Transaction Amount
	Total	5	\$13,120.63

**CITY OF INDUSTRY
WELLS FARGO REFUSE
December 13, 2018**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
WT255	12/05/2018		CITY OF INDUSTRY DISPOSAL CO.	\$1,447,051.09
	Invoice	Date	Description	Amount
	3450439	11/30/2018	REFUSE SVC 11/1-11/30/18	\$1,447,051.09
80105	12/13/2018		C & L REFRIGERATION	\$756.65
	Invoice	Date	Description	Amount
	11/21/2018	11/21/2018	REFUND-CID ACCT #410297	\$756.65
80106	12/13/2018		CABRAL ROOFING	\$756.65
	Invoice	Date	Description	Amount
	11/13/2018	11/13/2018	RFUND-CID ACCT #409928	\$756.65
80107	12/13/2018		CABRAL ROOFING	\$1,513.30
	Invoice	Date	Description	Amount
	11/13/2018-A	11/13/2018	REFUND-CID ACCT #410475	\$1,513.30
80108	12/13/2018		CABRAL ROOFING	\$1,513.30
	Invoice	Date	Description	Amount
	11/13/18-B	11/13/2018	REFUND-CID ACCT #410892	\$1,513.30
80109	12/13/2018		CITY OF INDUSTRY DISPOSAL CO.	\$575.00
	Invoice	Date	Description	Amount
	11/19/2018	11/19/2018	REIMBURSEMENT FOR VVS ACCT #410407-DEP	\$575.00
80110	12/13/2018		DENIM ARTISAN INC.	\$109.42
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO REFUSE
December 13, 2018**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
	11/28/2018	11/28/2018	REFUND-CID #081140	\$109.42
80111	12/13/2018		UNITED STORM WATER INC	\$4,195.35
	Invoice	Date	Description	Amount
	11/13/2018	11/13/2018	REFUND-CID ACCT #406797	\$4,195.35

Checks	Status	Count	Transaction Amount
	Total	8	\$1,456,470.76

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
December 13, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
69834	10/25/2018		12/05/2018 BRYAN PRESS	(\$151.64)
	Invoice	Date	Description	Amount
			VOIDED CK-NEVER RECEIVED	
	0080197	09/26/2018	LEAVE REQUEST FORMS	(\$151.64)
70034	11/13/2018		12/05/2018 L A COUNTY REGISTRAR-	(\$75.00)
	Invoice	Date	Description	Amount
			VOIDED CK-NOT NEEDED	
	DP 17-2	11/09/2018	FEE-NOTICE OF DETERMINATION FOR DP 17-2	(\$75.00)
70112	11/29/2018		11/29/2018 RICOH USA, INC.	(\$3,367.80)
	Invoice	Date	Description	Amount
			VOIDED CK-INCORRECT ADDRESS	
	5054891048	10/25/2018	METER READING-FINANCE COPIER	(\$85.31)
	61398079	11/10/2018	COPIER LEASE-VARIOUS	(\$2,650.76)
	5055002157	11/04/2018	METER READING-DEV COPIER	(\$87.18)
	5055042559	11/08/2018	METER READING-VARIOUS COPIERS	(\$544.55)

Checks	Status	Count	Transaction Amount
	Total	3	(\$3,594.44)

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFER
December 13, 2018

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
WT10001	12/13/2018	SCHLICHTING, DIANE		\$10,365.35
	Invoice	Date	Description	Amount
	12/1-12/31/18	12/05/2018	PER SETTLEMENT AGRMT DATED 8/22/18	\$10,365.35

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

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
70147	11/29/2018			RICOH USA, INC.	\$717.04
	Invoice	Date	Description	Amount	
	5054891048	10/25/2018	METER READING-FINANCE COPIER	\$85.31	
	5055002157	11/04/2018	METER READING-DEV COPIER	\$87.18	
	5055042559	11/08/2018	METER READING-VARIOUS COPIERS	\$544.55	
70148	11/29/2018			RICOH USA, INC.	\$2,650.76
	Invoice	Date	Description	Amount	
	61398079	11/10/2018	COPIER LEASE-VARIOUS	\$2,650.76	
70163	11/28/2018			FRONTIER	\$796.44
	Invoice	Date	Description	Amount	
	2019-00000696	11/04/2018	11/04-12/03/18 SVC - EM-21858 GARCIA LN-ALARM	\$66.73	
	2019-00000697	11/04/2018	11/04-12/03/18 SVC - GS-21620 VALLEY BLVD	\$54.46	
	2019-00000698	11/07/2018	11/07-12/06/18 SVC - GS-408 BREA CYN RD	\$27.86	
	2019-00000699	11/10/2018	11/10-12/09/18 SVC - GS-747 S. ANAHEIM PUENTE RD	\$150.63	
	2019-00000700	11/10/2018	11/10-12/09/18 SVC - EM-21508 BAKER PKWY BLDG 23	\$51.78	
	2019-00000701	11/10/2018	11/10-12/09/18 SVC - GS-21640 VALLEY BLVD	\$51.78	
	2019-00000702	11/10/2018	11/10-12/09/18 SVC - EM-21808 GARCIA LN-ALARM	\$66.73	
	2019-00000703	11/10/2018	11/10-12/09/18 SVC - 600 BREA CYN RD	\$223.71	
	841 7TH-NOV18	11/10/2018	11/10-12/09/18 SVC - 841 S. SEVENTH	\$102.76	
70164	11/28/2018			SAN GABRIEL VALLEY WATER CO.	\$1,772.67
	Invoice	Date	Description	Amount	
	2019-00000704	11/13/2018	10/12-11/09/18 SVC - 123 IRRIG WORKMAN MILL	\$230.37	
	2019-00000705	11/13/2018	10/12-11/09/18 SVC - 132 IRRIG PUENTE	\$360.22	
	2019-00000706	11/13/2018	10/12-11/09/18 SVC - 13756 VALLEY	\$180.73	

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00000707	11/15/2018	10/16-11/14/18 SVC - 14329 VALLEY	\$956.01
	2019-00000708	11/16/2018	10/17-11/15/18 SVC - 336 EL ENCANTO	\$45.34
70165	11/28/2018		SO CALIFORNIA EDISON COMPANY	\$67,069.06
	Invoice	Date	Description	Amount
	2019-00000680	11/08/2018	10/09-11/07/18 SVC - 575 BALDWIN PARK BLVD U	\$65.02
	2019-00000681	11/08/2018	09/12-11/05/18 SVC - VALLEY BLVD U-VARIOUS SITES	\$758.39
	2019-00000682	11/09/2018	10/10-11/08/18 SVC - 490 7TH U	\$54.53
	2019-00000683	11/16/2018	10/15-11/14/18 SVC - PECK RD S/O PELLISSIER	\$33.73
	841 7TH-NOV18	11/16/2018	10/15-11/14/18 SVC - 841 7TH AVE	\$673.75
	2019-00000685	11/16/2018	10/15-11/14/18 SVC - VARIOUS SITES	\$85.32
	2019-00000686	11/16/2018	10/10-11/14/18 SVC - VARIOUS SITES	\$1,790.13
	2019-00000687	11/16/2018	10/15-11/14/18 SVC - VARIOUS SITES	\$5,550.54
	2019-00000688	11/16/2018	10/15-11/14/18 SVC - 1341 FULLERTON RD	\$24.18
	2019-00000689	11/16/2018	10/15-11/14/18 SVC - 17635 GALE	\$1,059.31
	2019-00000690	11/16/2018	03/08/16-11/01/18 SVC - VARIOUS SITES	\$46,853.67
	2019-00000691	11/16/2018	10/15-11/14/18 SVC - VARIOUS SITES	\$3,162.82
	2019-00000692	11/16/2018	10/01-11/01/18 SVC - VARIOUS SITES	\$4,329.72
	2019-00000693	11/16/2018	09/26-11/14/18 SVC - VARIOUS SITES	\$2,453.74
	2019-00000694	11/17/2018	10/16-11/15/18 SVC - 900 NOGALES U	\$46.67
	2019-00000695	11/19/2018	10/18-11/17/18 SVC - 14661 & 14911 CLARK AVE U	\$127.54
70166	11/28/2018		SO CALIFORNIA EDISON COMPANY	\$76.58
	Invoice	Date	Description	Amount
	2019-00000684	11/16/2018	10/15-11/14/18 SVC - 19001 TONNER CYN RD	\$76.58

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
70167	11/28/2018			SOCALGAS	\$66.70
	Invoice	Date	Description		Amount
	2019-00000709	11/08/2018	10/01-11/01/18 SVC - 1 INDUSTRY HILLS PKWY UNIT B		\$50.00
	2019-00000710	11/15/2018	10/12-11/13/18 SVC - 610 S BREA CYN RD		\$16.70
70168	11/28/2018			VERIZON BUSINESS	\$183.05
	Invoice	Date	Description		Amount
	00739883	11/10/2018	10/01-10/31/18 SVC - VARIOUS SITES		\$46.73
	00739884	11/10/2018	10/01-10/31/18 SVC - VARIOUS SITES		\$136.32
70169	11/28/2018			WALNUT VALLEY WATER DISTRICT	\$10,417.02
	Invoice	Date	Description		Amount
	3160735	11/06/2018	10/01-10/31/18 SVC - IRR 820 FAIRWAY DR		\$147.24
	3160787	11/06/2018	10/01-10/31/18 SVC - LEMON AVE N OF CURRIER RD		\$71.74
	3160821	11/06/2018	10/01-10/31/18 SVC - BREA CYN RD & OLD RANCH RD		\$39.52
	3160837	11/06/2018	10/01-10/31/18 SVC - FERRERO & GRAND EAST RAMP		\$490.92
	3160856	11/06/2018	10/01-10/31/18 SVC - BAKER PKWY METER #1		\$302.08
	3160857	11/06/2018	10/01-10/31/18 SVC - BAKER PKWY METER #2		\$198.48
	3160863	11/06/2018	10/01-10/31/18 SVC - GRAND AVE CROSSING		\$258.49
	3160864	11/06/2018	10/01-10/31/18 SVC - GRAND AVE CROSSING		\$77.73
	3160866	11/06/2018	10/01-10/31/18 SVC - 22002 VALLEY BLVD		\$232.84
	3160883	11/06/2018	10/01-10/31/18 SVC - 21350 VALLEY-MEDIAN		\$191.67
	3160884	11/06/2018	10/01-10/31/18 SVC - GRAND CROSSING EAST		\$44.89
	3160885	11/06/2018	10/01-10/31/18 SVC - GRAND CROSSING WEST		\$57.42
	3160886	11/06/2018	10/01-10/31/18 SVC - BAKER PKWY & GRAND N/W CNR		\$1,008.23
	3160893	11/06/2018	10/01-10/31/18 SVC - E/S GRAND S/O BAKER PKWY		\$202.73
	3160899	11/06/2018	10/01-10/31/18 SVC - BREA CYN N OF RR TRKS		\$263.44
	3160900	11/06/2018	10/01-10/31/18 SVC - BREA CYN N OF CURRIER		\$41.48

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
3160902	11/06/2018		10/01-10/31/18 SVC - 60 FWY INTERCHANGE FAIRWAY	\$20.00
3160921	11/06/2018		10/01-10/31/18 SVC - END OF BAKER PKWY-TEMP	\$6,278.13
3160927	11/06/2018		10/01-10/31/18 SVC - 21627 GRAND CROSSING PKWY	\$77.73
3160928	11/06/2018		10/01-10/31/18 SVC - 21627 GRAND CROSSING PKWY	\$300.65
3161583	11/07/2018		10/02-11/01/18 SVC - PUMP STN N/W CHERYL	\$25.20
3161601	11/07/2018		10/02-11/01/18 SVC - PUMP STN BREA CYN	\$26.88
3161826	11/07/2018		10/02-11/01/18 SVC - NOGALES PUMP STN	\$59.53
70170	11/29/2018		CALPINE ENERGY SOLUTIONS, LLC	\$79,837.86
	Invoice	Date	Description	Amount
	183240009843235	11/20/2018	WHOLESALE USE-OCT 2018	\$79,837.86
70171	11/29/2018		CASSO & SPARKS, LLP	\$506,603.28
	Invoice	Date	Description	Amount
	20312	11/26/2018	SA-LEGAL SVC FOR OCT 2018	\$161,791.61
	20311	11/26/2018	SA-LEGAL SVC FOR SEP 2018	\$83,591.23
	20309	11/26/2018	SA-LEGAL SVC FOR AUG 2018	\$138,802.56
	20310	11/26/2018	COI-LEGAL SVC FOR AUG 2018	\$122,417.88
70172	11/29/2018		FIDELITY SECURITY LIFE	\$1,178.91
	Invoice	Date	Description	Amount
	163716878	12/01/2018	VISION PREMIUM FOR DECEMBER 2018	\$1,178.91
70173	11/29/2018		HUMANA INSURANCE COMPANY	\$3,354.95
	Invoice	Date	Description	Amount
	389690351	11/15/2018	DENTAL PREMIUM FOR DECEMBER 2018	\$3,354.95

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
70174	11/29/2018	MUTUAL OF OMAHA		\$5,624.21
	Invoice	Date	Description	Amount
	815684025	12/01/2018	LIFE INSURANCE PREMIUM FOR DECEMBER 2018	\$5,624.21
70175	11/29/2018	UNUM LIFE INSURANCE COMPANY		\$5,160.40
	Invoice	Date	Description	Amount
	12/1-12/31/18	11/19/2018	LONG TERM CARE PREMIUM FOR DECEMBER 2018	\$5,160.40
70176	12/04/2018	AT & T		\$406.30
	Invoice	Date	Description	Amount
	2019-00000711	11/17/2018	11/17-12/16/18 SVC - TONNER CYN-RADIO	\$200.71
	2019-00000712	11/17/2018	11/17-12/16/18 SVC - TONNER CYN-GUARD SHACK	\$205.59
70177	12/04/2018	FRONTIER		\$611.18
	Invoice	Date	Description	Amount
	2019-00000713	11/16/2018	11/16-12/15/18 SVC - GS-208 OLD RANCH RD	\$49.18
	2019-00000714	11/16/2018	11/16-12/15/18 SVC - PH AUTO PLAZA	\$172.19
	2019-00000715	11/16/2018	11/16-12/15/18 SVC - BREA CYN PUMP STN	\$69.41
	2019-00000716	11/19/2018	11/19-12/18/18 SVC - EM-21415 BAKER PKWY	\$51.78
	2019-00000717	11/19/2018	11/19-12/18/18 SVC - 21438 BAKER PKWY BLDG 25	\$51.78
	2019-00000718	11/19/2018	11/19-12/18/18 SVC - FOLLOW'S CAMP GUARD	\$66.18
	2019-00000719	11/19/2018	11/19-12/18/18 SVC - GS-21660 VALLEY BLVD	\$44.42
	2019-00000720	11/22/2018	11/22-12/21/18 SVC - GS-21858 VALLEY BLVD	\$54.46
	2019-00000721	11/22/2018	11/22-12/21/18 SVC - EM-21733 BAKER PKWY BLDG 21	\$51.78
70178	12/04/2018	INDUSTRY PUBLIC UTILITY		\$4,616.51
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00000722	11/15/2018	10/10-11/10/18 SVC - 600 BREA CYN RD	\$4,553.31
	2019-00000723	11/15/2018	10/10-11/10/18 SVC - 370 GRAND AVE SOUTH	\$63.20
70179	12/04/2018		SAN GABRIEL VALLEY WATER CO.	\$1,037.17
	Invoice	Date	Description	Amount
	841 7TH-NOV18	11/19/2018	10/18-11/16/18 SVC - 841 S SEVENTH	\$1,037.17
70180	12/04/2018		SO CALIFORNIA EDISON COMPANY	\$691.66
	Invoice	Date	Description	Amount
	2019-00000724	11/20/2018	10/19-11/19/18 SVC - 1007 LAWSON ST TC1	\$48.67
	2019-00000725	11/20/2018	10/19-11/19/18 SVC - 580 BREA CYN RD	\$25.54
	2019-00000726	11/20/2018	10/19-11/19/18 SVC - 575 BREA CYN RD	\$25.70
	2019-00000727	11/20/2018	10/19-11/19/18 SVC - 21380 VALLEY PED	\$24.99
	2019-00000729	11/24/2018	10/23-11/21/18 SVC - 17378 GALE AVE B	\$404.18
	2019-00000730	11/24/2018	10/23-11/21/18 SVC - 745 ANAHEIM-PUENTE RD CP	\$67.35
	2019-00000731	11/24/2018	10/01-11/20/18 SVC - 600 S BREA CYN RD	\$95.23
70181	12/04/2018		SO CALIFORNIA EDISON COMPANY	\$30.68
	Invoice	Date	Description	Amount
	2019-00000728	11/21/2018	10/22-11/20/18 SVC - 5010 ENGLISH RD	\$30.68
70182	12/04/2018		SO CALIFORNIA EDISON COMPANY	\$387.34
	Invoice	Date	Description	Amount
	7500955345	11/20/2018	08/01-08/31/18 SVC - RELIABILITY SVC	\$387.34
70183	12/04/2018		SOCALGAS	\$24.29
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00000732	11/26/2018	10/19-11/20/18 SVC - 13756 VALLEY BLVD	\$24.29
70184	12/04/2018		SUBURBAN WATER SYSTEMS	\$50.81
	Invoice	Date	Description	Amount
	180041229705	11/20/2018	10/20-11/20/18 SVC - 205 HUDSON AV	\$50.81
70185	12/13/2018		3SI SECURITY SYSTEMS	\$702.00
	Invoice	Date	Description	Amount
	0000594644	10/30/2018	ANNUAL USAGE-TRACKING DEVICE	\$702.00
70186	12/13/2018		ALDRIDGE ELECTRIC, INC.	\$179,946.42
	Invoice	Date	Description	Amount
	#3CIP-IH-18-011B	12/01/2018	IH TRAILS LIGHTING IMPROVEMENTS	\$189,417.30
70187	12/13/2018		APPLIED METERING TECHNOLOGIES	\$2,980.00
	Invoice	Date	Description	Amount
	6051	11/29/2018	UTILITY OPERATIONS-NOV 2018	\$2,980.00
70188	12/13/2018		ARAMARK REFRESHMENT SERVICE,	\$118.82
	Invoice	Date	Description	Amount
	7185274	11/20/2018	COFFEE/OFFICE SUPPLIES	\$118.82
70189	12/13/2018		AVANT-GARDE, INC	\$2,892.50
	Invoice	Date	Description	Amount
	5158	11/12/2018	PROJECT MGMT-CITYWIDE BRIDGES	\$2,892.50

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70190	12/13/2018		BRYAN PRESS	\$671.73
	Invoice	Date	Description	Amount
	805310	11/20/2018	BUSINESS CARDS	\$307.13
	0080454	11/13/2018	COI LETTERHEAD	\$212.96
	0080197-A	09/26/2018	LEAVE REQUEST FORM	\$151.64
70191	12/13/2018		C BELOW, INC.	\$9,020.00
	Invoice	Date	Description	Amount
	20133	10/31/2018	POTHOLE UTILITIES-ROWLAND ST	\$9,020.00
70192	12/13/2018		CALIFORNIA DEPT OF TAX AND FEE	\$233.40
	Invoice	Date	Description	Amount
	094-010213	11/15/2018	WATER RIGHTS FEE-TRES HERMANOS	\$233.40
70193	12/13/2018		CALIFORNIA MUNICIPAL STATISTICS,	\$500.00
	Invoice	Date	Description	Amount
	18111905	11/19/2018	DIRECT/OVERLAPPING DEBT STMT	\$500.00
70194	12/13/2018		CARLSON, CALLADINE & PETERSON,	\$34,688.93
	Invoice	Date	Description	Amount
	20298	06/13/2018	LEGAL SVC-MAY 2018	\$5,420.33
	20415	07/19/2018	LEGAL SVC-JUN 2018	\$2,484.07
	20501	08/22/2018	LEGAL SVC-JUL 2018	\$12,909.80
	20506	09/20/2018	LEGAL SVC-AUG 2018	\$4,226.78
	20576	10/09/2018	LEGAL SVC-SEP 2018	\$5,312.50
	20651	11/08/2018	LEGAL SVC-OCT 2018	\$4,335.45

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70195	12/13/2018		CASC ENGINEERING AND	\$6,870.00
	Invoice	Date	Description	Amount
	39967	10/31/2018	NPDES CONSULTING -COI	\$6,870.00
70196	12/13/2018		CINTAS CORPORATION LOC 693	\$111.20
	Invoice	Date	Description	Amount
	693163713	11/19/2018	DOOR MATS	\$55.60
	693165732	11/26/2018	DOOR MATS	\$55.60
70197	12/13/2018		CITY OF INDUSTRY-PAYROLL ACCT	\$250,000.00
	Invoice	Date	Description	Amount
	P/R PE 11/16/18	11/27/2018	REIMBURSE FOR PAYROLL PE 11/16/18	\$150,000.00
	P/R PE 11/30/18	12/05/2018	REIMBURSE FOR PAYROLL PE 11/30/18	\$100,000.00
70198	12/13/2018		CNC ENGINEERING	\$363,524.58
	Invoice	Date	Description	Amount
	457714	11/29/2018	EMERGENCY POWER GENERATOR	\$4,407.50
	457715	11/29/2018	DESIGN FOR SOLAR CARPORT	\$2,035.00
	457716	11/29/2018	ELCTRIC VEHICLE CHARGING STATION	\$2,312.50
	457717	11/29/2018	RESURFACING DESIGN EXPO PARKING LOT	\$35,190.00
	457718	11/29/2018	EXPO CENTER MAIN GATE	\$11,067.50
	457719	11/29/2018	METROLINK STN SECURITY SYSTEM	\$3,167.50
	457720	11/29/2018	HATCHER WAREHOUSE	\$388.75
	457721	11/29/2018	SITE PLAN FOR SHERIFF TRAILER	\$1,317.50
	457722	11/29/2018	FOUR GRADE SEPARATION PUMP STATIONS	\$1,110.00

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
457723	11/29/2018	INDUSTRY HILLS TRAIL GRADING	\$3,942.50
457724	11/29/2018	INDUSTRY HILLS TRAIL LIGHTING	\$12,725.00
457725	11/29/2018	INDUSTRY HILLS GRAND ARENA PAINTING	\$950.00
457726	11/29/2018	CATCH BASIN RETROFITS	\$370.00
457727	11/29/2018	SEWER DESING EXPO CENTER	\$5,897.50
457728	11/29/2018	AUTO MALL CAR DEALERSHIP	\$40.00
457729	11/29/2018	FULLERTON ROAD PCC	\$18,532.50
457730	11/29/2018	GALE AVE REALIGNMENT	\$100.00
457731	11/29/2018	RESURFACING OF DON JULIAN RD	\$6,310.00
457732	11/29/2018	GENERAL ENGINEERING-INSPECTIONS	\$1,815.00
457733	11/29/2018	GENERAL ENGINEERING-PLAN APPROVALS	\$7,460.00
457734	11/29/2018	GENERAL ENGINEERING-TRAFFIC	\$14,466.25
457735	11/29/2018	GENERAL ENGINEERING-COUNTER SERVICE	\$1,692.50
457736	11/29/2018	GENERAL ENGINEERING-PERMITS	\$18,032.50
457737	11/29/2018	WALNUT DR SOUTH WIDENING	\$1,268.75
457738	11/29/2018	CITYWIDE CATCH BASIN RETROFIT	\$555.00
457739	11/29/2018	AJAX AVE STORM DRAIN IMPROVEMENTS	\$40.00
457740	11/29/2018	205 HUDSON AVE BLDG	\$1,597.50
457741	11/29/2018	GENERAL ENGINEERING 10/22-11/04/18	\$56,770.73
457742	11/29/2018	NPDES STORM WATER	\$4,807.50
457743	11/29/2018	TONNER CYN PROPERTY	\$2,685.00
457744	11/29/2018	EXPO CENTER STANDARDS OF FAC MAINT	\$8,377.60
457745	11/29/2018	EXPANSION OF THE RECLAIMED WATER SYSTEM	\$117.50
457746	11/29/2018	CIWS MGMT AND OPERATION	\$822.50
457747	11/29/2018	TRES HERMANOS GENERAL ENGINEERING	\$3,322.50
457748	11/29/2018	CITY HALL MAINT	\$1,615.00

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
457749	11/29/2018	HOMESTEAD MUSEUM IMPROVEMENTS	\$2,877.50
457750	11/29/2018	SAFETY UPGRADES RR CROSSINGS	\$1,295.00
457751	11/29/2018	METROLINK MAINT-SOLAR SYSTEM	\$3,098.75
457752	11/29/2018	TRAFFIC SIGNAL-NELSON/SUNSET	\$527.50
457753	11/29/2018	INDUSTRY HILLS FUEL TANKS DISPENSING	\$330.00
457754	11/29/2018	HIGHWAY BRIDGE PROGRAM	\$317.50
457755	11/29/2018	FISCAL YEAR BUDGET	\$6,950.00
457756	11/29/2018	ROWLAND ST RECONSTRUCTION	\$11,955.00
457757	11/29/2018	BUSINESS PKY PCC PAVEMENT	\$14,890.00
457758	11/29/2018	BISBY DR PCC PAVEMENT	\$160.00
457759	11/29/2018	VARIOUS ASSIGNMENTS RELATED TO SA	\$5,363.75
457760	11/29/2018	NELSON AVE/PUENTE AVE WIDENING	\$1,000.00
457761	11/29/2018	BONELLI ST RECONSTRUCTION	\$2,155.00
457762	11/29/2018	TARGET SPEED SURVEY	\$2,480.00
457763	11/29/2018	VALLEY BLVD RECONSTRUCTION	\$1,450.00
457764	11/29/2018	CARTEGRAPH MGMT	\$15,832.50
457765	11/29/2018	FULLERTON RD GRADE SEPARATION	\$7,615.00
457766	11/29/2018	ALAMEDA CORRIDOR EAST PROJECTS	\$510.00
457767	11/29/2018	FAIRWAY DR GRAND SEPARATION	\$6,457.50
457768	11/29/2018	TURNBULL CYN RD GRADE SEPARATION	\$4,987.50
457710	11/29/2018	CITY STREET LIGHT PURCHASE	\$2,775.00
457711	11/29/2018	IBC EAST SIDE STREET LIGHTS	\$1,087.50
457712	11/29/2018	CITY ELECTRICAL FACILITIES	\$34,100.00

70199	12/13/2018	COUNTY OF LA DEPT OF PUBLIC	\$45,538.41
	Invoice	Date	Description
			Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	PW-18111302080	11/13/2018	INSTALL T/S ESP EQUIP AND UPDATE TIMING	\$2,721.47
	PW-18111302033	11/13/2018	STREET MAINT/INSPECTION	\$3,189.32
	PW-18111302031	11/13/2018	CONCRETE REPAIRS	\$22,373.79
	PW-18111302034	11/13/2018	EMERGENCY ROAD SVC	\$746.15
	PW-18111302030	11/13/2018	LITTER/DEBRIS REMOVAL	\$388.21
	PW-18111302032	11/13/2018	PAVEMENT PATCHING	\$16,119.47
70200	12/13/2018		CRIA-EQUESTRIAN CENTER	\$3,183.10
	Invoice	Date	Description	Amount
	AR-101718	11/15/2018	BANQUET FOR CALIF CONTRACT CITIES	\$3,183.10
70201	12/13/2018		CSI SERVICES, INC.	\$5,775.00
	Invoice	Date	Description	Amount
	7813R	11/21/2018	EVALUATION-INDUSTRY HILLS GRAND ARENA	\$5,775.00
70202	12/13/2018		DAPEER, ROSENBLIT, AND LITVAK,	\$4,602.82
	Invoice	Date	Description	Amount
	15149	10/31/2018	SPECIALIZED LEGAL SVC	\$462.00
	15148	10/31/2018	LEGAL SVC-CODE ENFORCEMENT	\$4,140.82
70203	12/13/2018		DEPT OF ANIMAL CARE & CONTROL	\$4,006.60
	Invoice	Date	Description	Amount
	11/15/18	11/15/2018	SHELTER COST-OCT 2018	\$4,006.60
70204	12/13/2018		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	8064	11/15/2018	PUENTE HILLS AUTO DISPLAY-DEC 2018	\$1,763.00
70205	12/13/2018		ENCO UTILITY SERVICES	\$2,565.00
	Invoice	Date	Description	Amount
	20-3-03-47	11/12/2018	CUSTOMER ACCOUNT SVC-OCT 2018	\$2,565.00
70206	12/13/2018		FIRST AMERICAN TITLE INSURANCE	\$750.00
	Invoice	Date	Description	Amount
	1603-1603108766	11/27/2018	SEARCH AMD EXAM -804 S AZUSA AVE	\$750.00
70207	12/13/2018		GRBCON, INC.	\$15,415.20
	Invoice	Date	Description	Amount
	#4RCITY-1437	12/01/2018	RETENTION-AJAX AVE STORM DRAIN	\$15,415.20
70208	12/13/2018		GREATER LOS ANGELES AREA	\$3,804.34
	Invoice	Date	Description	Amount
	OCT-2018	10/31/2018	TONNER CYN WATER CHARGES-OCT 2018	\$1,801.17
	9/2018	09/30/2018	TONNER CYN WATER CHARGES-SEP 2018	\$2,003.17
70209	12/13/2018		HAYWARD ENVIRONMENTAL	\$4,100.00
	Invoice	Date	Description	Amount
	10906	11/30/2018	DISPOSAL OF HAZMAT	\$4,100.00
70210	12/13/2018		HELLING, TROY	\$326.55
	Invoice	Date	Description	Amount
	11/30/18	11/30/2018	LUNCH MEETING REIMBURSEMENT	\$92.69
	11/26/18	11/26/2018	LUNCH MEETING REIMBURSEMENT	\$233.86

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70211	12/13/2018		HISTORICAL RESOURCES, INC.	\$74,467.03
	Invoice	Date	Description	Amount
		11/28/18	REIMBURSE FOR OFFICE SUPPLIES	\$157.63
		11/29/18	REIMBURSE FOR DELL CREDIT CARD	\$402.11
		11/29/18-A	AGRMT REIMBURSEMENT FOR NOV & DEC 2018	\$66,904.95
		11/28/18-A	REIMBURSE FOR F & M CREDIT CARD	\$7,002.34
70212	12/13/2018		INDUSTRY BUSINESS COUNCIL	\$98,328.64
	Invoice	Date	Description	Amount
		12/04/2018	EXPENSE REIMBURSEMENT-OCT 2018	\$57,727.95
		12/04/2018	EXPENSE REIMBURSEMENT-SEP 2018	\$40,600.69
70213	12/13/2018		INDUSTRY SECURITY SERVICES	\$21,425.82
	Invoice	Date	Description	Amount
		11/22/2018	SECURITY SVC-VARIOUS SITES	\$4,710.88
		11/23/2018	SECURITY SVC-TRES HERMANOS	\$2,355.44
		11/15/2018	SECURITY SVC-VARIOUS SITES	\$4,689.85
		11/16/2018	SECURITY SVC-TRES HERMANOS	\$2,271.28
		11/29/2018	SECURITY SVC-VARIOUS SITES	\$4,374.24
		11/30/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
		11/30/2018	VEHICLE FUEL-TRES HERMANOS	\$837.01
70214	12/13/2018		INDUSTRY SECURITY SERVICES	\$36,494.77
	Invoice	Date	Description	Amount
		11/22/2018	SECURITY SVC 11/16-11/22/18	\$12,189.57

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	14-23283	11/15/2018	SECURITY SVC 11/9-11/15/18	\$12,573.36
	14-23323	11/29/2018	SECURITY SVC 11/23-11/29/18	\$11,731.84
70215	12/13/2018		INDUSTRY TIRE SERVICE	\$75.00
	Invoice	Date	Description	Amount
	0285570	11/27/2018	REPAIR TIRE-LIC 1429333	\$25.00
	0285508	11/23/2018	REPAIR TIRE-LIC 1429333	\$25.00
	0285457	11/19/2018	REPAIR TIRE-LIC 7C21316	\$25.00
70216	12/13/2018		IRRI-CARE PLUMBING & BACKFLOW	\$80.00
	Invoice	Date	Description	Amount
	9407	11/16/2018	BACKFLOW TESTING-VARIOUS SITES	\$80.00
70217	12/13/2018		JEFF PARRIOTT PHOTOGRAPHIC	\$3,405.00
	Invoice	Date	Description	Amount
	00550	11/19/2018	PROF SVC-HOMESTEAD	\$3,405.00
70218	12/13/2018		JUAN JOSE ALMAGUER	\$1,375.00
	Invoice	Date	Description	Amount
	PPMMDA2018	11/28/2018	MUSIC PERFORMANCE ON 12/8/18-HOMESTEAD	\$1,375.00
70219	12/13/2018		KIMLEY-HORN & ASSOCIATES, INC.	\$3,466.47
	Invoice	Date	Description	Amount
	12511591	10/31/2018	TRAFFIC ENGINEERING	\$3,466.47
70220	12/13/2018		KLEINFELDER, INC.	\$11,452.50

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	001217196	11/01/2018	LOUDEN LANE-PAVEMENT EVALUATION	\$4,872.50
	001217182	11/01/2018	COINER CT PAVEMENT EVALUATION	\$3,420.00
	001217181	11/02/2018	BONELLI ST PAVEMENT EVALUATION	\$3,160.00
70221	12/13/2018		L A COUNTY DEPT OF PUBLIC	\$19,294.17
	Invoice	Date	Description	Amount
	IN190000290	11/15/2018	ACCIDENT-AMAR RD @ VINELAND AVE	\$446.33
	IN190000303	11/15/2018	ACCIDENT-TEMPLE AVE @ VINELAND AVE	\$1,107.52
	IN190000308	11/15/2018	ACCIDENT-GALE AVE @ AUTO MALL WEST	\$12,724.39
	IN190000310	11/15/2018	ACCIDENT-ARENTH AVE @ NOGALES ST	\$3,519.01
	IN190000287	11/15/2018	ACCIDENT-AZUSA AVE @ RAILROAD ST	\$1,496.92
70222	12/13/2018		L A COUNTY SHERIFF'S	\$167.11
	Invoice	Date	Description	Amount
	191665VL	11/20/2018	PRISONER MAINT-OCT 2018	\$167.11
70223	12/13/2018		LA PUENTE VALLEY COUNTY	\$285.58
	Invoice	Date	Description	Amount
	BS;11/18	11/21/2018	WATER MONITORING-BOY SCOUTS RESERVOIR	\$285.58
70224	12/13/2018		LEGEND PUMP AND WELL SERVICE,	\$784.00
	Invoice	Date	Description	Amount
	55222	11/20/2018	PREVENTIVE MAINT-BAKER SLOPES	\$784.00
70225	12/13/2018		LOCKE LORD LLP	\$77,827.17
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1458230	11/20/2018	LEGAL SVC-OCT 2018	\$77,827.17
70226	12/13/2018		MOUNTAINVIEW SCHOOL DISTRICT	\$100.00
	Invoice	Date	Description	Amount
	1819JTTPVE1	11/19/2018	BUS FUNDING STIPEND-HOMESTEAD	\$100.00
70227	12/13/2018		MR PLANT & INTERIOR BOTANICAL	\$720.00
	Invoice	Date	Description	Amount
	DEC 10148	12/01/2018	PLANT MAINT-DEC 2018	\$720.00
70228	12/13/2018		NHA ADVISORS, LLC	\$387.50
	Invoice	Date	Description	Amount
	00137	11/26/2018	FINANCIAL ADVISOR-SEP 2018	\$387.50
70229	12/13/2018		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	303-A	11/30/2018	JANITORIAL SVC-IMC	\$1,467.00
	304-A	11/30/2018	JANITORIAL SVC-CITY HALL	\$5,500.00
	305-A	11/30/2018	JANITORIAL SVC-15660 STAFFORD	\$1,815.00
70230	12/13/2018		PARS	\$600.00
	Invoice	Date	Description	Amount
	41615	11/16/2018	REP FEES-SEP 2018	\$300.00
	41583	11/12/2018	ARS FEES-SEP 2018	\$300.00
70231	12/13/2018		PRICE, POSTEL & PARMA, LLP	\$1,982.50

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF:CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	157449	11/13/2018	LEGAL SVC-OCT 2018	\$1,982.50
70232	12/13/2018		PUENTE HILLS CHEVROLET	\$1,100.16
	Invoice	Date	Description	Amount
	108237	11/08/2018	AUTO MAINT-LIC 98407C1	\$1,100.16
70233	12/13/2018		PUENTE HILLS FORD	\$1,065.97
	Invoice	Date	Description	Amount
	150726	10/02/2018	AUTO MAINT-LIC 29260E1	\$1,065.97
70234	12/13/2018		QUINN COMPANY	\$1,894.05
	Invoice	Date	Description	Amount
	WO810200505	11/13/2018	REPLACE TWO TIRES ON CAT BACKHOE	\$1,894.05
70235	12/13/2018		RICOH USA, INC.	\$607.00
	Invoice	Date	Description	Amount
	5055067583	11/12/2018	METER READING-TREASURY COPIER	\$23.72
	30966547	11/16/2018	COPIER LEASE-FINANCE	\$289.36
	30968054	11/16/2018	COPIER LEASE-TREASURY	\$252.66
	5055098215	11/15/2018	METER READING-HR COPIER	\$41.26
70236	12/13/2018		RICOH USA, INC.	\$574.06
	Invoice	Date	Description	Amount
	61477048	11/24/2018	COPIER LEASE-DEVELOPMENT	\$290.12
	61424564	11/17/2018	COPIER LEASE-HR	\$283.94

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70237	12/13/2018		ROWLAND UNIFIED SCHOOL	\$50.00
	Invoice	Date	Description	Amount
	1819AWGFJE2	11/29/2018	BUS FUNDING STIPEND FOR 1/29/19-HOMESTEAD	\$50.00
70238	12/13/2018		ROWLAND UNIFIED SCHOOL	\$150.00
	Invoice	Date	Description	Amount
	1819AWGFTA	11/29/2018	BUS FUNDING STIPEND FOR 2/15/19-HOMESTEAD	\$150.00
70239	12/13/2018		SAN GABRIEL VALLEY	\$39,180.00
	Invoice	Date	Description	Amount
	CI11282018	11/28/2018	LANDSCAPE SVC-EXPO BACK SIDE	\$39,180.00
70240	12/13/2018		SATSUMA LANDSCAPE & MAINT.	\$120,627.27
	Invoice	Date	Description	Amount
	1118XROADS	11/29/2018	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$28,754.83
	1118CH-1	11/29/2018	LANDSCAPE SVC-VARIOUS AGENCY SITES	\$24,266.16
	1118CH	11/29/2018	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$28,690.15
	1118TA	11/29/2018	LANDSCAPE SVC-TEMPLE AND AZUSA	\$38,916.13
70241	12/13/2018		SC FUELS	\$25,173.80
	Invoice	Date	Description	Amount
	3769204	11/20/2018	REGULAR FUEL-INDUSTRY HILLS PUMP	\$25,173.80
70242	12/13/2018		SO CAL INDUSTRIES	\$395.04
	Invoice	Date	Description	Amount
	353653	11/07/2018	RR RENTAL-TONNER CYN/GRAND AVE	\$104.30

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	354695	11/14/2018	RR RENTAL-TONNER CYN/57FWY	\$290.74
70243	12/13/2018		SPARKLETTS	\$96.11
	Invoice	Date	Description	Amount
	16916898 112318	11/23/2018	WATER DELIVERY	\$96.11
70244	12/13/2018		SQUARE ROOT GOLF & LANDSCAPE,	\$177,851.58
	Invoice	Date	Description	Amount
	1391H	11/29/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$140,596.86
	1388ELHM	11/29/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$5,935.60
	1390ELHM	11/29/2018	LANDSCAPE SVC-HOMESTEAD	\$21,983.12
	1389ELHM	11/29/2018	LANDSCAPE SVC-EL ENCANTO	\$9,336.00
70245	12/13/2018		STAPLES BUSINESS ADVANTAGE	\$592.65
	Invoice	Date	Description	Amount
	8052226236	11/17/2018	OFFICE SUPPLIES	\$412.20
	8052141154	11/10/2018	OFFICE SUPPLIES	\$180.45
70246	12/13/2018		SUPERIOR COURT OF CALIFORNIA,	\$7,176.50
	Invoice	Date	Description	Amount
	NOVEMBER 2018	12/05/2018	PARKING CITATIONS REPORT FOR NOVEMBER 2018	\$7,176.50
70247	12/13/2018		THE BIG NORWEGIAN	\$1,871.41
	Invoice	Date	Description	Amount
	55541	11/26/2018	REPAIR CAT 430E LOADER	\$1,871.41

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
70248	12/13/2018			THE TECHNOLOGY DEPOT	\$3,725.00
	Invoice	Date	Description	Amount	
	9463	11/21/2018	NETWORK MAINT-TICKET #10323	\$456.25	
	9433	11/16/2018	NETWORK MAINT-TICKET #10257	\$456.25	
	9432	11/16/2018	NETWORK MAINT-TICKET #10210	\$1,075.00	
	9520	11/30/2018	NETWORK MAINT-TICKET #10448	\$910.00	
	9519	11/30/2018	NETWORK MAINT-TICKET #10351	\$206.25	
	9518	11/30/2018	NETWORK MAINT-TICKET #10375	\$41.25	
	9517	11/30/2018	NETWORK MAINT-TICKET #10410	\$580.00	
70249	12/13/2018			TRINITY FENCE	\$54,211.15
	Invoice	Date	Description	Amount	
	#1CIP-EXPO18008B	12/01/2018	EXPO CENTER MAIN GATE IMPROVEMENTS	\$57,064.37	
70250	12/13/2018			TRUELOCK, MIKE	\$150.00
	Invoice	Date	Description	Amount	
	PPMT4	11/28/2018	SANTA CLAUS PERFORMANCE ON 12/9/18-	\$150.00	
70251	12/13/2018			VORTEX INDUSTRIES, INC.	\$971.90
	Invoice	Date	Description	Amount	
	08-1289504	10/26/2018	REPAIR SWING GATE-TONNER CYN	\$971.90	
70252	12/13/2018			WEST COAST ARBORISTS, INC.	\$7,000.00
	Invoice	Date	Description	Amount	
	1-4220	08/22/2018	OAK TREE PRUNING	\$7,000.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
December 13, 2018**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
70253	12/13/2018	WINDSTREAM		\$900.31
	Invoice	Date	Description	Amount
	70704320	11/10/2018	CITY-HALL PHONE SVC-NOV 2018	\$900.31

Checks	Status	Count	Transaction Amount
	Total	93	\$2,444,318.69

CITY COUNCIL

ITEM NO. 6.2

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 29, 2018
PAGE 1

CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Mark Radecki

ROLL CALL

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

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; Josh Nelson, Contract City Engineer; and Julie Gutierrez-Robles, Deputy City Clerk.

PUBLIC COMMENTS

Mr. Kent Valley representing the Land of the Free Foundation came to thank the Counsel for their generous support and to express his gratitude for the success of the sold out Industry Hills Golf Course event on Monday, November 12th, which was a salute to our Veterans.

CONSENT CALENDAR

Council Member Cruz recused himself from check number 70125 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

Mayor Radecki recused himself from check number 70125 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 29, 2018
PAGE 2

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING FROM CHECK NUMBER 70125 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR NOVEMBER 29, 2018

APPROVED THE REGISTER OF DEMANDS AND AUTHORIZED THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

2. CONSIDERATION OF THE MEETING MINUTES OF NOVEMBER 8, 2018 REGULAR MEETING

APPROVED AS SUBMITTED.

CONSIDERATION OF CHANGE ORDER NO. 1 AND NOTICE OF COMPLETION FOR CITYWIDE CATCH BASIN RETROFITS – PHASE 1, WITH UNITED STORM WATER, INC. (CONTRACT NO. CITY-1435)

Contract City Engineer Nelson provided a staff report and responded to questions. He also provided a phone number (626-458-HELP), should anyone need to contact the city regarding the over-flow of storm drains during this rainy season.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE CHANGE ORDER NO. 1 AND AUTHORIZE THE MAYOR TO EXECUTE THE CHANGE ORDER, APPROVE THE NOTICE OF COMPLETION AND AUTHORIZE THE CONTRACT CITY ENGINEER TO EXECUTE AND THE DEPUTY CITY CLERK TO FILE SAME. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 29, 2018
PAGE 3

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

CONSIDERATION OF RESOLUTION NO. CC 2018-55 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING FROM THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, INTEREST IN REAL PROPERTY FOR ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT OF WAYS, AND DEDICATIONS FOR EASEMENTS FOR STORM DRAIN AND SANITARY SEWER PURPOSES, AS SHOWN ON PARCEL MAP NO. 352, FOR THE INDUSTRY BUSINESS CENTER INDUSTRIAL PROJECT PROPERTY, LOCATED ON THE EAST AND WEST SIDE OF GRAND AVENUE, SOUTH OF THE UNION PACIFIC RAILROAD AND NORTH OF THE SR 57/60 FREEWAYS

Contract City Engineer Nelson provided a staff report and responded to questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2018-55. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 29, 2018
PAGE 4

CLOSED SESSION

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

- 10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Gabriel Valley Water and Power, LLC v. City of Industry, *et al.*
Superior Court of California, County of Los Angeles
Case No. BS174700

- 10.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATE LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One potential case

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

Property: 15378 Proctor Avenue, City of Industry,
CA, 91745 also known as Assessor Parcel Number
8208-021-017.
Agency Negotiators: James M. Casso, City Attorney
Troy Helling, City Manager
Negotiating Parties: County of Los Angeles Treasurer and Tax Collector
Under Negotiation: Price and terms of payment

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

Property: 131-217 Puente Avenue, City of Industry,
CA, 91746 also known as Assessor Parcel Number
8562-015-906.
Agency Negotiators: James M. Casso, City Attorney
Troy Helling, City Manager
Negotiating Parties: San Gabriel Valley Council of Governments
Under Negotiation: Price and terms of payment

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 29, 2018
PAGE 5

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:16 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 10:02 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 10.1 and 10.2, direction was given to the City Attorney, no further action was taken.

Item No. 10.3 and 10.4, direction was given to Agency Negotiators, no further action was taken.

Nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:04 a.m.

MARK D. RADECKI
MAYOR

JULIE GUTIERREZ-ROBLES
DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

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

DATE: December 13, 2018

SUBJECT: Consideration of a Professional Services Agreement between Owen Group, Inc., and City of Industry for ADA Self-Evaluation and Transition Plan, in an amount not to exceed \$288,810 from December 13, 2018 through February 28, 2020

Background:

The City established an Engineering bench of consultants in 2016. In a memorandum dated November 28, 2016, the City listed the names of the qualified bench consultants.

Discussion:

Owen Group, Inc. ("Owen") is one of the approved 2016 bench consultants. Owen has successfully completed a number of ADA evaluations and transition plans for other cities in Southern California.

The proposed project entails site assessments of buildings and supporting facilities owned by the City, as well as all areas within the public right of way. The project will provide comprehensive self-evaluation policies and procedures in regards to the obligation to provide equal opportunities to individuals with disabilities. The project will fulfill the requirements under Title II of the 1990 ADA law as well as comply with the California Code of Regulations, Title 24, Part 2.

Based upon staff evaluation, Owen is the most qualified to provide professional services for the project.

Fiscal Impact:

Funding for the project is included in the 2018-2019 Fiscal Year City of Industry budget. No additional appropriations are needed at this time.

Recommendation:

It is hereby recommended that the City Council approve the Professional Services Agreement between the City of Industry and Owen Group, Inc. in the amount of \$288,810.00.

Exhibit:

A. Professional Services Agreement with Owen Group, Inc. dated December 13, 2018

TH/JN/TD:jv

EXHIBIT A

Professional Services Agreement with Owen Group, Inc. dated December 13, 2018.

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of December 13, 2018 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Owen Group, Inc. a Nevada Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 28, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

15. ASSIGNMENT

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

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

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

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”
Owen Group, Inc.

By: _____
Troy Helling, City Manager

By _____
Steven Hooper, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

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

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

EXHIBIT B

RATE SCHEDULE

The following hourly rates shall apply:

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Tapas Dutta, Project Manager, CNC Engineering *T.D.*

DATE: December 13, 2018

SUBJECT: Consideration of a Professional Services Agreement between IDS Group, Inc., and City of Industry for Architectural and Engineering Design Services for the improvements to the Avalon Room and Patio Café located at the Industry Hills Expo Center, in an amount not to exceed \$226,550 from December 13, 2018 through July 5, 2020

Background:

The City established an Architectural Services bench of consultants in 2016 (Contract No. 2016-1003). IDS Group, Inc. ("IDS") is one of the approved 2016 bench consultants.

Discussion:

The subject project entails providing final architectural and engineering construction documents for upgrades to the existing Avalon Room and Patio Café based on the conceptual drawings approved by the Council in 2017. In addition they will provide design support during construction.

IDS has successfully completed a number of similar projects for a wide variety of facilities in Southern California. In addition, IDS has both architectural and engineering capabilities, which will provide project efficiencies across the various disciplines required for this project. Based on Staff evaluation, IDS is the most qualified firm to provide professional services for the project.

Fiscal Impact:

Funding for the project is included in the 2018-2019 Fiscal Year Capital Improvement Program for the City of Industry budget in the amount of \$1,600,000 (Avalon Room) and \$2,625,000 (Patio Café) for a total of \$4,225,000. No additional appropriations are needed at this time.

Recommendation:

It is hereby recommended that the City Council approve the Professional Services Agreement between the City of Industry and IDS Group, Inc. in the amount of \$226,550.00.

Exhibit:

A. Professional Services Agreement with IDS Group, Inc. dated December 13, 2018

TH/JN/TD:jv

EXHIBIT A

Professional Services Agreement with IDS Group, Inc. dated December 13, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of December 13, 2018 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and IDS Group, Inc. a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 5, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Twenty-Six Thousand Five Hundred and Fifty dollars (\$226,550.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

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

Attention: City Manager

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

To Consultant: John Silber, Principal Architect
IDS Group, Inc.
1 Peters Canyon Road, Suite 130
Irvine, CA 92606

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
IDS Group, Inc.

By: _____
Troy Helling, City Manager

By _____
John Silber, Principal Architect

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

I. Site Field & Project Scope Verification

Kick-off Meeting: The Consultant will meet with the City to review transition of the project to design development. At this meeting also receive end-user feedback to the existing conceptual design. [Meeting #1]

Field verify existing conditions: the Consultant will make a visual inspection, photograph and make field measurements within the limits of the work proposed.

II. Development of Plans, Specifications, and Estimate (PS&E)

Consultant will develop the project PS&E as follows.

Schematic Design: Revise the schematic design once the existing concept design floor plans are provided to Consultant; revisions will address end-user comments. Where more than one viable solution is identified Consultant will provide up to three (3) alternates. Meet with the City [Meeting #2] to review the revisions proposed to seek City guidance going forward.

Provide to the City's Geotechnical Engineer a scoping document for the Preliminary Geotechnical Report.

Design Development: Prepare Design Development Plans. Consultant will develop the schematic design illustrated by dimensioned building and site plan designs, building cross and transverse sections, exterior elevations, and site plans. Consultant will complete preliminary engineering and design drawings for the building structural, mechanical (plumbing), and electrical systems including lighting. Consultant will submit the Design Development deliverables at a meeting with the City. [Meeting #3]

Construction Documents to "Plans ready for plan check submittal." Consultant will develop construction documents including data, plans and exhibits, applications and documents as needed to obtain all necessary building permits and approvals from The City of Industry.

Detailed construction cost estimate and preliminary construction schedule Consultant will prepare a professional opinion of likely construction costs for the developed design and submitted to the City accompanied by his professional opinion of the likely construction schedule. Consultant's cost estimate for the project will be an itemized "schedule of values." Consultant will present the PS&E progress set and construction estimate and construction schedule at a meeting with the City. [Meeting #4]

Permits and Construction Documents to "permits ready to issue" Consultant will be responsible for necessary coordination for processing the plan review and approvals and make any corrections for comments received and resubmit plans for approvals as necessary, until final approval of plans is received. In addition, Consultant will coordinate

documents with other disciplines providing design (such as civil, landscape, etc.) and approvals, Consultant will coordinate with the City such that the final plans include the City's input and comments.

"Ready to bid" PS&E Package Consultant will prepare complete PS&E bid package ready for bidding. The PS&E design will include providing all necessary services and preparing all necessary plans required for the construction of the project in all detail. Consultant will prepare complete technical specifications for the project. City will provide Administrative Section of the Specifications.

III. Construction Contract Bidding and Negotiation (BN) Phase

Consultant will assist the City with the process of securing bids and negotiating the Construction Contract Award as follows.

Pre-bid Job Walk the Consultant's Project Manager will attend one pre-bid job walk

Bidders' Requests for Information (RFI's) Consultant will prepare written/graphic responses to bidders RFI's interpreting/clarifying the intent drawings and technical specifications

Consultant will review bid costs/schedule of values of 3 low bidders and inform City if the costs are in line with estimates.

IV. Construction Administration Phase

During the construction administration period, Consultant will perform the following services:

Consultant will provide support to City by providing written and/or graphic responses with reasonable promptness clarifying items which relate to the PS&E package prepared by Consultant to written questions submitted to Consultant (RFI's and Architect's Supplemental Instructions).

Review and take other appropriate action with reasonable promptness upon contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the work as provided in the construction contract documents review and approve shop drawings with reasonable promptness to be submitted by the contractor as per the PS&E package.

When requested, attend monthly construction meetings with the City, contractor, and other involved parties.

During the monthly construction meeting observe, evaluate and report to the City upon representative samples of the work and report to the City defects and deficiencies in the work observed during the site reviews.

When requested, review and make recommendations to the City regarding the Contractor's Application(s) for Payment based on the Architect's observation and evaluation of the

progress of the work in the value proportionate to the amount of the construction contract, of work performed and products delivered to the Place of the Work.

Render written findings within a reasonable time, on all claims, disputes and other matters in question between the City and the contractor relating to the execution or performance of the work or the interpretation of the construction contract documents.

Render interpretations and findings consistent with the intent of and reasonably inferable from the construction contract documents; showing partiality to neither the City nor the contractor; but Consultant shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity.

Based on direction from the City, have the authority to reject work which does not conform to the construction contract documents, and whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of Work, whether or not, such work has been fabricated, installed or completed.

When requested, prepare change orders and change directives for the City's approval and signature in accordance with the construction contract documents.

With the City's approval, have the authority to order minor adjustments in the work which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the contract price or an extension of the contract time.

V. Meetings

Meetings During the development of PS&E documents the Consultant's Project Manager will attend in person the following meetings. (Individual A/E project team members will attend these meetings via teleconference as needed.)

Additional concept development meetings/workshops with the City provided upon request and authorization as additional services, when approved by the City.

4 meetings provided with the City as listed above.

Presentations to the City Council or other public body provided upon request and authorization as additional services.

EXHIBIT B
RATE SCHEDULE

The following hourly rates shall apply:

Principal	\$190.00
Project Manager	\$135.00
Project Architect	\$135.00
Project Engineer	\$135.00
Cost Estimator	\$135.00
Designer/Draftsperson	\$ 98.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Upendra Joshi, Project Manager, CNC Engineering *UJ*

DATE: December 13, 2018

SUBJECT: Consideration of a Wireless Communication Facility Ground Lease Agreement between the City of Industry and New Cingular Wireless PCS, LLC located at 1123 South Hatcher Avenue (Project No. JN-6207)

Background:

On or about July 20, 1991, the former Industry Urban-Development Agency and New Cingular Wireless PCS, LLC ("Cingular") entered into a lease for an indoor equipment room of about 550 square feet in size, an outdoor cell tower area of about 64 square feet and ingress and egress access at 1123 South Hatcher Avenue, City of Industry. As part of the dissolution of redevelopment, the Property was transferred to the City. Given the change in ownership, and due to expiration of the lease term, Cingular requested that the City consider a lease for the Property.

Discussion:

This agreement would continue the lease for these areas to Cingular for an initial period of five years at the initial rental rate of \$1,700.00. In addition, Cingular shall pay a one-time amount of \$5,000.00 and any and all past-due rent, totaling approximately \$33,828.48. This lease may be extended beyond said initial period under the same terms and conditions for an additional five year period upon the mutual consent of both parties.

Fiscal Impact:

No fiscal impact.

Recommendation:

Staff recommends that the City Council approve the Ground Lease Agreement and authorize the Mayor and Deputy City Clerk to execute the same.

Exhibits:

- A. Wireless Communications Facility Ground Lease between the City of Industry and New Cingular Wireless PCS, LLC dated December 13, 2018
- B. First Amendment to Building and Parking Lot Space Lease, dated September 20, 2011
- C. Building and Parking Lot Space Lease, dated July 20, 1991

TH/JN/UJ:jv

EXHIBIT A

Wireless Communications Facility Ground Lease between the City of Industry and New Cingular Wireless PCS, LLC dated December 13, 2018

[Attached]

**WIRELESS COMMUNICATIONS FACILITY GROUND LEASE BETWEEN
THE CITY OF INDUSTRY AND
NEW CINGULAR WIRELESS PCS, LLC**

THIS WIRELESS COMMUNICATIONS FACILITY GROUND LEASE (“Lease Agreement” or “Lease”) dated December ____, 2018, (“Effective Date”) is entered into by and between the City of Industry, a California municipal corporation (“Landlord”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact (“Tenant”). Landlord and Tenant are referred to individually herein as “Party”, and collectively as “Parties”.

RECITALS

WHEREAS, Landlord is the owner of certain property located at 1123 South Hatcher Avenue, City of Industry, California 91748, and Licensee desires to enter the portion of the property generally described as a lot, Assessor’s Parcel No. 8264-004-908, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“Landlord’s Property”); and

WHEREAS, Tenant desires to lease a portion of Landlord’s Property (“Lease Property” or “Premises”), as set forth in the area described in Exhibit B, together with a right of ingress and egress and a right to install its wireless communications facilities including without limitation a wireless antenna or antenna array (collectively, “Communications Facility” or “Facility”) on Landlord’s Property; and

WHEREAS, Landlord desires to grant to Tenant the right to lease said portion of the Landlord’s Property in accordance with this Lease Agreement.

WHEREAS, Tenant acknowledges that Landlord is entering onto Landlord’s Property and the Premises at its sole risk and expense, and Landlord does not have any liability to Tenant under this Lease Agreement.

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

AGREEMENT

1. THE PREMISES

1.1 Description. Tenant shall have the right to Lease the following:

1.1.1 An equipment room in the Lease Property (“Equipment Room”) which shall consist of a portion of the Lease Property of approximately 550 square feet in size as depicted in Exhibit B with photos shown in Exhibit C for the purposes storing communication equipment and other related equipment.

1.1.2 A tower area in the Lease Property (“Tower Area”) which shall consist of a portion of the Lease Property of approximately 64 square feet in size as described and depicted in Exhibit B with photos shown in Exhibit C for the purposes of a monopole and fencing.

1.1.3 A non-exclusive ingress and egress access and parking easement in the Lease Property ("Access Easement") which shall consist of a portion of the Lease Property of approximately 11,805 square feet in size as described and depicted in Exhibit B for the purposes of accessing the Equipment Room and the Tower Area.

1.1.4 A non-exclusive strip of interior wall area ("Electrical Cable Run") which shall consist of a portion of the Lease Property as depicted in Exhibit B with photos show in Exhibit C for the purpose of installing and maintaining all necessary electrical cables from the Equipment Room to the nearest electrical utility provided meter.

1.1.5 A non-exclusive strip of roof and exterior wall area ("Communication Cable Run") which shall consist of a portion of the Lease Property approximately five (5) feet in width as depicted in Exhibit B with photos shown in Exhibit C for the purpose of installing and maintaining all necessary communication cables from the Equipment Room to the nearest communication utility provider's Minimum Point of Entry ("MPOE").

1.2 Tenant and its employees, representatives and contractors may park their vehicles on Landlord's Property only when necessary to carry personnel, equipment or supplies, or for the purpose of necessary construction, repairs or maintenance on the Premises, and the areas set forth in Exhibits B, as allowed under this Lease. Tenant may only park upon paved parking areas.

2. LEASE AND NON-EXCLUSIVE LICENSE

Landlord hereby leases the Lease Property to Tenant to access, install, operate, maintain, repair and remove Tenant's Communications Facility in and on the Lease Property, and grants to Tenant a non-exclusive license during the term of this Lease for reasonable ingress and egress to and from the Lease Property, seven (7) days a week, twenty-four (24) hours per day for the sole and exclusive purpose of installing, operating, repairing, and maintaining the Communications Facility, including conduits and pipes along the Electrical Cable Run and Communication Cable Run as depicted in Exhibit B. Tenant shall conduct no activities other than those set forth in this Lease without the prior written consent of Landlord.

All portions of the Communications Facility brought onto the Lease Property by Tenant will be and shall remain Tenant's personal property.

3. TERM AND MONTHLY RENT

3.1 This Lease shall be in effect for an initial period of five (5) years beginning on the aforementioned "**Effective Date of Lease**" at the initial rental rate of One Thousand Seven Hundred Dollars (\$1,700.00) per month ("**Monthly Rent**"). Monthly Rent shall be payable to Landlord on the first day of each month, in advance. As set forth in Section 4 herein, said Monthly Rent shall be increased in the event of any expansions, installations, co-locations, modifications, upgrades, additions, or the replacement of any or all of the Communications Facility. Concurrently with the execution of this Lease, Tenant shall pay to Landlord a one-time amount of Five Thousand Dollars (\$5,000.00), and any and all past-due rent owed from April 2017 to the Effective Date of this Agreement.

3.2 This Lease may be extended beyond said initial period under the same terms and conditions for one (1) additional five (5) year period upon the mutual consent of the Parties.

Landlord shall give Tenant one hundred eighty (180) days' written notice prior to the expiration of this Lease. Landlord's failure to provide said written notice shall not be deemed a waiver of Landlord's right to terminate this Lease at the expiration of the original term or any extended term. Tenant shall give Landlord written notice of its desire to extend this Lease at least sixty (60) days prior to the expiration of this Lease, otherwise, Tenant's right to extend this Lease is deemed waived.

3.3 Monthly Rent paid hereunder shall be non-refundable.

3.4 Tenant's failure to pay Monthly Rent by the fifth (5th) day of each month shall subject Tenant to a late charge in an amount equal to ten percent (10%) of the overdue amount. Said late charge shall be automatically imposed without notice. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, shall not prevent Landlord from exercising any of the other rights and remedies granted hereunder or by law.

3.5 Effective as of the date which is one year after the Effective Date of the Lease, and upon each anniversary of the Effective Date of Lease thereafter, the Monthly Rent specified in Section 3.1 shall be increased annually by the greater of five percent (5%), or the increase in the Consumer Price Index for the Los Angeles-Riverside-Orange County metropolitan area. The Monthly Rent increase shall be compounded on the rent amount from the previous year.

4. PERMITTED USE OF THE LEASE PROPERTY

4.1 Tenant may use the Lease Property for the transmission and reception of communications signals and the maintenance, operation and repair of its Communications Facility including cables, accessories and improvements, antenna pole or tower with antenna redone on the Lease Property as approved by Landlord. Use of the Premises and Tenant's Communication Facility shall be at Tenant's sole expense. Subject to Section 4.2 herein, Tenant further has the right to repair or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services.

4.2 Tenant may not increase the number of antennas, modify, upgrade, expand, augment, or add any co-locations to the Communications Facility unless said increase is pre-approved in writing by Landlord, in the event Tenant seeks to construct any additional installations, modifications, upgrades, or additions to the Communications Facility, Landlord shall impose an increase to the Monthly Rent the amount of which will be determined by Landlord at the then current market rental rate.

4.3 At all times throughout the Term of this Lease Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, contractors, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week right of access to and over Landlord's Property, along Landlord's specified access routes, for the installation, repair, maintenance and operation of the Communication Facility and any utilities serving the Lease Property. Except in the case of an emergency where advance notice cannot reasonably be provided, Tenant must provide Landlord at least seventy-two (72) hours advance notice prior to any vehicular access if the vehicle or equipment: (1) has a gross vehicle weight in excess of 10,000 pounds; (2) has skid steering including track driven vehicles or equipment; (3) possesses outriggers or stabilizers; (4) needs to be

transported by trailer; or (5) is not recognized by the Department of Motor Vehicles to be legally driven or operated across/over public roads or high ways. Tenant is responsible for and shall reimburse City for any and all damages to Landlord's Property caused by Tenant's activity on Landlord's Property.

5. MAINTENANCE AND REPAIRS

5.1 Tenant will keep, maintain and repair the Lease Property in good condition, reasonable wear and tear excepted. Such maintenance shall include but not be limited to following items:

- a) Chain link fence and gate around the Equipment Area. Said fence shall remain locked at all times except during times of access by Tenant.
- b) Entrance doors at the Equipment Room.
- c) Paint of the Equipment Room.
- d) Floor of the Equipment Room.
- e) All interior surfaces and infrastructures of the Equipment Room.
- f) All electrical and communication equipment installed within the Electrical Cable Run and Communication Cable Run areas from the communication utility provider's minimum point of entry (MPOE) and the electrical utility provider's meter. Tenant shall repair any damage it causes as required in Section 5.2 below:

5.2 Tenant shall repair any damage to the Lease Property or the Landlord's Property caused by Tenant during maintenance and operations, or caused by the negligence or willful misconduct of Tenant. Tenant shall start construction within seven (7) calendar days from the date of receipt of a notice to repair by the Landlord of such damage. Such notice shall be provided to Tenant's Landowner's Help Desk at 866-482-8890, referencing unit 844983. Tenant shall reimburse City for all of City's direct and indirect costs associated with such repair, including labor and material costs incurred by the Landlord to repair such damage if necessitated by Tenant's failure to make such repair. Should damages be deemed severe in Landlord's sole determination, Landlord reserves the right to require more immediate timeliness of Tenant's response.

6. COMPLIANCE WITH ALL LAWS, APPROVALS, RIGHT TO INVESTIGATE TITLE AND TESTING

6.1 Tenant shall comply with all applicable requirements of federal, state and local laws, rules and regulations including but not limited to the non-interference and Radio Frequency emissions rules of the Federal Communications Commission, and to monitor and certify such compliance in accordance with requirements as may be established by Landlord.

6.2 Tenant's ability to use the Lease Property shall be dependent upon Tenant obtaining all the certificates, permits, and other approvals, which may be required from any federal, state, or local authorities. Landlord shall reasonably cooperate with Tenant, but at no expense to Landlord, in obtaining such approvals. Notwithstanding the foregoing, Landlord's participation in any approvals

is subject to Landlord's approval as set forth in Section 4.2. If any application by Tenant for any such approval is finally denied or rejected, or if any such certificate, permit, license or approval expires, lapses or is otherwise withdrawn or terminated, or if due to technological changes or for any other reason, Tenant, in its sole discretion, determines that it will be unable to use the Lease Property for Tenant's intended purposes, then Tenant shall have the right to terminate this Lease in accordance with Section 7 herein.

Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Lease Property surveyed by a surveyor of Tenant's choice, all at Tenant's sole cost and expense. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Lease Property is unsatisfactory, Tenant will have the right to terminate this Lease Agreement upon prior reasonable notice to Landlord in accordance with Section 7 herein.

Tenant may also perform and obtain at Tenant's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigation or other tests or reports on, over, and under the Lease Property, necessary to determine if the Tenant's use of the Lease Property is compatible with Tenant's engineering specifications, systems, designs, operations or government approvals. Prior to conducting any of the aforementioned activities, Tenant and any subconsultants/subcontractors shall have in place the insurance required of Tenant herein, and all subconsultants/subcontractors shall indemnify the Landlord to the same extent required of Tenant.

7. TERMINATION

This Lease Agreement may be terminated as follows:

7.1 In addition to any other provisions in this Lease, either Party may terminate this Lease for any reason upon one hundred eighty days (180) days' advance written notice to the other Party. Unless otherwise provided in this Lease Agreement, in the event Tenant terminates this Lease, it shall pay to Landlord a severance fee in an amount equal to four (4) times the Monthly Rent then in effect ("**Severance Fee**"). Such termination shall relieve both Parties of any further obligations under this Lease, although each shall continue to have its remedies for any breach of a Lease obligation which breach occurred prior to the date of termination.

7.2 Within ninety (90) days following the expiration or termination of this Lease, Tenant shall peaceably quit and surrender the Lease Property and access ways. Tenant shall, at its sole cost and expense, remove all personal property and fixtures including, but not limited to, any footings, foundations and underground conduits and utilities, and shall restore the Lease Property to its condition as of the Effective Date, reasonable wear and tear excepted.

7.3 Should Tenant abandon the Premises before the natural expiration of this Lease's term, Landlord may continue this Lease in effect by not terminating Tenant's right to possession of the Premises, in which event Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease Agreement, including the right to recover the Monthly Rent specified in this Lease as it becomes due under this Lease Agreement. In the event that Tenant abandons the Premises so that there is no tower on the Lease Property or no carriers located on the Lease Property for a continuous period of six (6) months or more, Landlord may, at its sole discretion, proceed to remove Tenant's equipment and bill Tenant for same only after first providing written notice to

Tenant and giving Tenant the opportunity to reclaim the Lease Property within thirty (30) days of receipt of said written notice. In the event Tenant fails to reclaim the Lease Property within the thirty (30) day period, Landlord may thereafter terminate this Lease Agreement by providing written notice of termination to Tenant. In such case, Landlord shall impose such back Monthly Rental and Severance Fees as required by this Lease Agreement. Tenant shall post a removal bond in the amount of Thirty Thousand and No/100 Dollars (\$30,000.00) for removal of its Facility.

7.4 This Lease Agreement may further be terminated for any one or more of the following reasons:

7.4.1 By Landlord if Tenant remains in default under Section 12 of this Lease Agreement after the applicable cure periods;

7.4.2 By Tenant upon written notice to Landlord with payment of the applicable Severance Fee, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of any license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially infeasible;

7.4.3 By Tenant upon written notice to Landlord for any reason, at any time. Severance Fees shall be applied.

8. TAXES AND LIENS

Tenant shall pay all taxes and lease fees levied, assessed, or imposed by reason of Tenant's use of the Lease Property, including but not limited to, possessory interest tax pursuant to California Revenue and Taxation Code. Tenant agrees to pay, before delinquency, all such taxes levied. Landlord shall not be liable for Tenant's failure to pay such possessory property taxes. Tenant shall also pay before delinquency, all taxes assessed against personal property of Tenant which may be located in, on or upon the Lease Property.

During the term hereof, Tenant shall keep the Lease Property free from all liens, including but not limited to mechanic's liens and further encumbrances by reason of the use of the Lease Property by Tenant. Failure to remove any lien recorded against the Lease Property within fifteen (15) days of receipt of notice of recordation shall be considered a material breach of this Lease Agreement and cause for termination under Section 12 herein.

9. UTILITIES

Tenant shall pay all charges for all utilities supplied to the Lease Property including but not limited to gas, electricity, water and telephone. Tenant shall install, at its sole cost an expense, a separate utility meter, and shall make all arrangements with utility providers and government authorities for all utilities and other like services to the Lease Property during the term of this Lease. Tenant shall be directly responsible for all utilities required by Tenant's use of the Lease Property.

10. INDEMNIFICATION

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

10.1 If Tenant subcontracts all or any portion of its work under this Lease Agreement, Tenant shall provide Landlord with a written agreement from each contractor, who must indemnify, defend, and hold harmless Landlord Representatives under the terms in this Section 10.

10.2 Tenant’s obligation to indemnify, defend, and hold harmless Landlord Representatives will remain in effect and will be binding upon Tenant whether the liability, or the expense, or both, accrues or is discovered before or after this Lease Agreement’s expiration, cancellation, or termination.

10.3 Except for Section 10.3, this Section 10 indemnification and defense provisions are separate and independent from the insurance provisions in Section 11. In addition, the indemnification and defense provisions in this Section:

10.3.1 Are neither limited or capped at the coverage amounts specified under the insurance provisions under Section 11; and

10.3.2 Do not limit, in anyway, the applicability, scope, or obligations of the insurance provisions in Section 11.

11. INSURANCE

Prior to entering the Landlord’s Property and the Premises, and until the termination of this Agreement, Tenant shall maintain at its sole expense insurance limits as stipulated in this Section.

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

11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate, which limits may be met by a combination of primary and excess or umbrella insurance.

11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Tenant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$5,000,000 per accident for bodily injury and property damage, which limits may be met by a combination of primary and excess or umbrella insurance.

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

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

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

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

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

11.2.4 Notice of Cancellation. Each insurance policy required above shall be endorsed to provide thirty (30) days prior written notice of cancellation when the insurer cancels for any reason other than non-payment of premium to Landlord.

11.2.5 Waiver of Subrogation. Tenant hereby grants to Landlord a waiver of any right to subrogation which any insurer of said Tenant may acquire against the Landlord by virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer.

11.2.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Landlord. Landlord may require Tenant to

provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

11.2.8 Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by Landlord.

11.2.9 Verification of Coverage. Tenant shall furnish Landlord with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by Landlord before entering Landlord's Property and the Premises. However, failure to obtain the required documents prior entering Landlord's Property and the Premises shall not waive the Tenant's obligation to provide them. Landlord reserves the right to inspect and review complete copies of all required insurance policies, including endorsements, required by these specifications, at any time upon request at the Tenant's most proximate place of business, and Tenant shall reimburse Landlord's reasonable travel time and expenses, including attorney's fees..

11.2.10 Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by Landlord.

11.3 Landlord reserves the right to modify its insurance requirements pursuant to this Lease on an annual basis. Notice will be provided by Landlord and Tenant and Tenant shall comply with such modification not later than thirty (30) days from the date of receipt of notice.

12. DEFAULT BY TENANT AND RIGHT TO CURE

12.1 The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by Tenant.

12.1.1 The failure by Tenant to make the payment of Monthly Rent or any other payment, required to be made by Tenant hereunder when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Tenant from Landlord.

12.1.2 The failure by Tenant to observe or perform any of the covenants or provisions of the Lease to be observed or performed by tenant, other than as specified in this Lease, where such failure shall continue for a period of 30 days after written notice thereof is received by Tenant from Landlord; provided, however, that it shall not be deemed an Event of Default by Tenant if Tenant shall commence to cure such failure within the 30 day period and thereafter diligently prosecutes such cure to completion.

12.2 If there occurs an Event of Default by Tenant, in addition to any and all other remedies available to at law or in equity, Landlord shall have the option to terminate this Lease and all rights of Tenant hereunder. In addition, Landlord shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions, or provisions of this Lease.

12.4 Upon an Event of Default by Tenant and expiration of the cure period, Landlord shall have the right, prior to a determination and authorization by a court of competent jurisdiction, to re-enter the Lease Property and remove persons and personal property therefrom.

13. NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or any U.S. Post Office. Should Landlord or Tenant have a change of address, the other Party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from Tenant to Landlord shall be given to Landlord addressed as follows:

LANDLORD: City of Industry
15625 East Stafford Street
Suite 100
City of Industry, California 91744
Attn: City Manager
Telephone: (626) 333-2211

With a copy to: James M. Casso
City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Telephone: (626) 269-2980

TENANT: New Cingular Wireless PCS, LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With copy to:
CCATT LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317

14. HAZARDOUS SUBSTANCES

Landlord warrants and agrees that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within Lease Property in violation of any law or regulation. Landlord and Tenant each agree that they will not Use, generate, store or dispose of any

Hazardous Materials on, under, about or within Lease Property in violation of any law or regulation. "Hazardous Material" shall mean any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation including petroleum and asbestos.

15. QUIET ENJOYMENT.

15.1 Landlord warrants and agrees that Tenant, upon paying the Monthly Rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Lease Property.

15.2 Subject to Section 16.2 herein, Landlord reserves for itself its successors and assigns (subject to the terms of this Lease) the right to use the Lease Property, or any portion thereof for any purposes that Landlord may find necessary. Landlord acknowledges that Tenant's use of the Lease Property includes proprietary trade secrets. Accordingly, Landlord, except in cases of time sensitive emergencies, shall have no right to enter the Tower Area or Equipment Room without Tenant's prior consent and accompaniment.

16. INTERFERENCE WITH COMMUNICATIONS

16.1 Tenant's activities on the Lease Property shall not interfere with Landlord's radio communication operations including but not limited to interference with Landlord's radio frequencies, effective radiated power and physical location. Such interference shall be deemed a material breach by Tenant subject to Section 12 herein, and Tenant shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease to the satisfaction of Landlord, the parties acknowledge that continuing interference will cause irreparable injury to Landlord and therefore Landlord shall have the right to immediately terminate the Lease upon notice to Tenant.

16.2 Landlord shall not interfere in any way with the communications operations of Tenant as described in this Lease. Such interference with Tenant's communications operations shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to promptly terminate said interference. Interference by Landlord does not include the approval of any sublease or co-location requested by Tenant that results in such interference.

17. MODIFICATION, REMOVAL OR RELOCATION OF FACILITIES UPON NOTICE FROM LANDLORD.

17.1 Upon notice from Landlord, Tenant shall modify, remove or relocate, without cost or expense to Landlord, all or part of its Communication Facility in the event that same is made necessary, as deemed by Landlord. Such necessity includes without limitation any one or more of the following events:

17.1.1 Any construction, maintenance, or change in the Landlord's Property or the Lease Property, made by Landlord;

17.1.2 Construction or modification of any underground or aboveground facilities, public utility facilities including without limitation, sewer lines, storm drains, utility conduits, gas, water, electric or other utility systems, whether or not owned by Landlord or any other public agency or utility.

17.1.3 A determination by Landlord that the Communication Facility is detrimental to the public health, safety, welfare, or an inconvenience to governmental activities, including without limitation, interference with Landlord's construction project, vertically and/or horizontally in conflict with any existing or proposed Landlord installation.

17.1.4 Should modification or removal of the Communication Facility be necessary, Tenant shall perform same, within ninety (90) days from the date of notification by Landlord.

17.1.5 Should relocation of the Communication Facility be necessary, Tenant shall perform same within one (1) year from the date of notification by Landlord.

17.1.6 Said time frames may be shortened should exigencies dictate a shorter period of time for modification, removal or relocation. In the event said facilities are not modified, removed or relocated within said periods of time, Landlord may cause the same to be done at the sole expense of Tenant. In the event of Force Majeure as defined in Section 19.14, Landlord may remove or relocate such facilities without prior notice to Tenant provided Tenant is notified within a reasonable period thereafter.

17.2 Upon removal or relocation, all fixtures shall be removed and the Lease Property shall be returned to the original condition that existed prior to the Tenant's use of the Lease Property, normal wear and tear excepted. Tenant shall remove from the Lease Property all stored equipment; all parts of the Communication Facility including foundations, underground utilities/wiring and conduit to a depth of four (4) feet; and all antennas, radial arms, mounting brackets, wiring, and conduit from the antenna pole or structure upon which the antennas are attached.

17.3 Should the relocation of Tenant's Facility be required by Landlord, Landlord shall make a good faith effort to recommend an alternate location ("Relocation Premises") on Landlord's Property provided, however, that all costs and expenses associated with or arising out of such relocation, including, without limitation, costs associated with any required zoning approvals and other governmental approvals, costs for tests of the Relocation Premises, shall be paid for by Tenant. Landlord will identify the proposed Relocation Premises on Landlord's Property, if available, to which Tenant may relocate its Communication Facility. Should Landlord and Tenant agree to the Relocation Premises, a survey of the Relocation Premises (including the access and utility easements), shall be provided at Tenant's sole cost. Said survey will be attached to this Lease Agreement and become a part hereof after which the Relocation Premises shall be considered the Lease Premises for all purposes hereunder. Upon relocation of the Communication Facility, Tenant's access and utility easement(s) will be relocated as necessary to operate and maintain the Communication Facility. In the event that in Tenant's reasonable judgment no suitable Relocation Premises can be found, Tenant shall have the right to terminate this Lease upon written notice to Landlord without Severance Fee as set forth in Section 7.1 of this Lease Agreement.

18. CONDEMNATION.

In the event Landlord or any other public agency that has condemnation authority initiates condemnation proceedings affecting the Lease Property, Landlord or other said authority will provide at least forty-eight (48) hours' notice of the proceeding to Tenant. If Landlord or other said authority takes all of the Lease Property, or a portion sufficient, in Tenant's sole determination, to

render the Lease Property unsuitable for Tenant, this Lease Agreement will terminate as of the date the title vests in the Landlord or other said authority. Tenant will be entitled to reimbursement for any prepaid Monthly Rent on a prorated basis and no Severance Fee shall apply.

19. MISCELLANEOUS PROVISIONS.

19.1 Section titles or captions contained in this Lease are inserted as a matter of convenience and for reference and in no way defines, limits, extends or describes the scope of this Lease or any provision hereof.

19.2 Unless defined otherwise, the words used in this Lease shall be construed according to their plain meaning in the English language. The language used in this Lease shall not be interpreted strictly for or against either Party.

19.3 If any provision of this Lease is capable of two constructions, one of which would render the provision valid and the other of which would render the provision invalid, then the provision shall have the meaning that renders it valid.

19.4 The singular includes the plural and vice-versa and the masculine includes the feminine and neuter, whenever the context so requires.

19.5 Landlord warrants and agrees that Landlord is seized of good and sufficient title to and interest in the Lease Property and has full authority to enter into and execute this Lease and that there are no undisclosed liens, judgments or impediments of title on the Lease Property that would adversely affect this Lease. Landlord makes no representation or warranty whatsoever concerning the suitability of the Lease Property for the purposes intended by Tenant. Tenant further acknowledges that neither Landlord, nor any of Landlord's officers, agents, and employees have made nor is Tenant entering into this Lease in reliance upon any such representations.

19.6 This Lease and the performance hereon shall be governed, interpreted, construed, and regulated by the laws of the State of California.

19.7 This Lease constitutes the entire Lease Agreement between the Parties hereto pertaining to the subject matter hereof, fully supersedes any and all prior understandings, representations, warranties and Lease Agreements between the Parties hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written amendment to the Lease Agreement signed by all of the Parties hereto.

19.8 Each person executing this Lease Agreement warrants and represents that he or she is duly authorized to execute this Lease Agreement on behalf of Landlord or Tenant.

19.9 Tenant shall not assign this Lease or otherwise transfer all or any part of its interest in this Lease or the Lease Property without at least sixty (60) days prior written notice to Landlord upon transfer or assignment to any other successor-in-interest or entity, Tenant shall obtain prior written consent from Landlord. Landlord may deny or condition its consent in its sole discretion, notwithstanding Sections 1995.260 and 1995.270 of the California Civil Code, as they may be amended.

19.9.1 Notwithstanding anything to the contrary contained in this Lease Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without prior notice or consent its interest in this Lease Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (1) has obligations for borrowed money or in respect of guarantees thereof, (2) has obligations evidenced by bonds, debentures, notes or similar instruments, or (3) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect to guaranties thereof. No assignment, with or without Landlord's consent, shall release Tenant of any of its liabilities hereunder.

19.9.2 Any assignment of this Lease Agreement will not be effective until the person or entity to whom Tenant is assigning this Lease signs and delivers to Landlord a document in which said person or entity shall assume responsibility for all of Tenant's obligations under this Lease Agreement. However, even if this Lease Agreement is assigned or pledged, Tenant shall remain primarily liable for the performance of all obligations allocated to the Tenant in this Lease, unless Landlord specifically releases Tenant in writing.

19.10 If any portion of this Lease Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's option to render such portion enforceable and, so modified, such portion and the balance of this Lease Agreement shall continue in full force and effect.

19.11 In case suit shall be brought because of the breach or alleged breach of any covenant herein contained on the part of any Party to be kept or performed, or for declaratory relief, the prevailing party or parties shall recover from the non-prevailing party or parties all costs and expenses incurred therein, including reasonable attorneys' fees and expenses incurred in enforcing any judgment.

19.12 Upon request, either Party may require that a Memorandum of Lease be recorded in the form of Exhibit D, attached hereto and by this reference incorporated herein. At the expiration or termination of this Lease, if a Memorandum of Lease has been recorded, Tenant at its sole cost and expense, shall record a Notice of Surrender of Lease. Within sixty (60) days after the termination or earlier expiration of this Lease, Tenant shall execute a Quitclaim Deed releasing any interest it may have in the Lease Property.

19.13 Upon not less than five (5) days prior written notice by either Party, the other Party shall execute, acknowledge and deliver to the requesting Party, an estoppel certificate.

19.14 For the purposes of this Lease Agreement, "Force Majeure" means an unforeseen event or condition deemed by Landlord as calling for immediate action to avoid the threat of loss or injury of property and/or danger to public safety, including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, and/or natural disaster.

19.15 Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant. In the event Landlord's Property is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in the Monthly Rent to the new landlord.

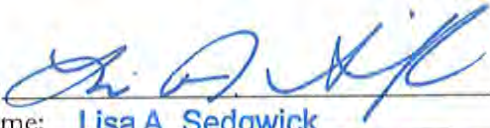
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the Effective Date.

“LANDLORD”
CITY OF INDUSTRY

By: _____
Mark D. Radecki, Mayor

“TENANT”
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: 
Name: Lisa A. Sedgwick
Title: Senior Transaction Manager

By: _____
Name: _____
Title: _____

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

EXHIBIT A

LEGAL DESCRIPTION LANDLORD'S PROPERTY

PARCEL 1, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 202, FILED IN BOOK 165, PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

LEGAL DESCRIPTION LEASE PROPERTY (PREMISES)

LEGAL DESCRIPTION OF TOWER AREA

THAT PORTION OF PARCEL 1, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 202, FILED IN BOOK 165, PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID PROPERTY, DISTANT THEREAT SOUTH 63° 54' 24" EAST, 103.73 FEET FROM ITS NORTHWESTERLY MOST TERMINUS THEREOF; THENCE, AT A RIGHT ANGLE, NORTH 26° 05' 36" EAST, 19.00 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE, ALONG THE WALL OF AN EXISTING BUILDING:

1. NORTH 06° 16' 28" EAST, 8.00 FEET; THENCE,
2. SOUTH 83° 43' 32" EAST, 8.00 FEET; THENCE,
3. SOUTH 06° 16' 28" WEST, 8.00 FEET; THENCE,
4. NORTH 83° 43' 32" WEST, 8.00 FEET TO **THE TRUE POINT OF BEGINNING**.

CONTAINING 64 SQUARE FEET (0.0015 ACRES) OF LAND, MORE OR LESS.

LEGAL DESCRIPTION OF THE ACCESS EASEMENT

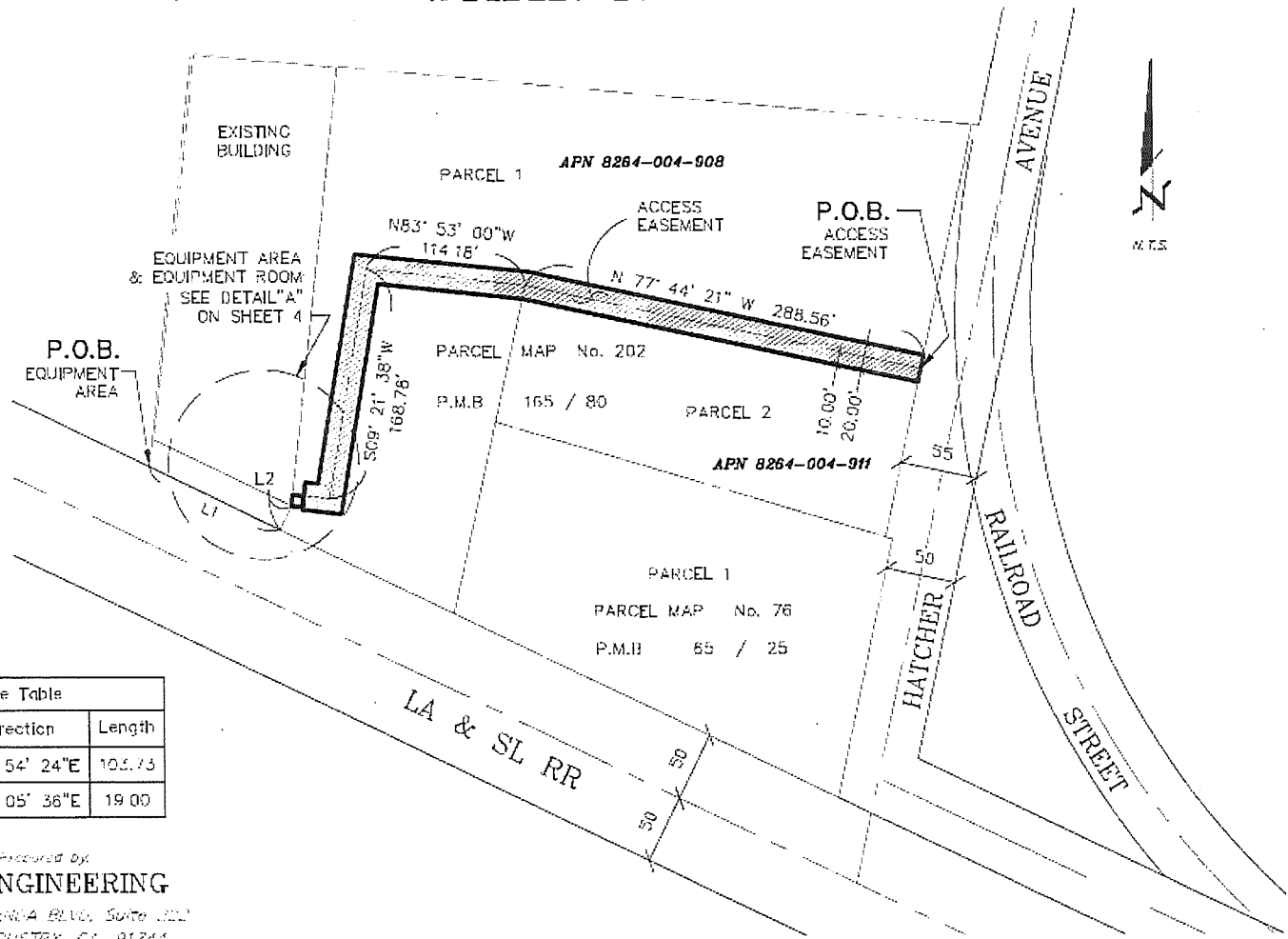
TOGETHER WITH AN EASEMENT, 20.00 FEET WIDE FOR INGRESS, EGRESS, ACCESS AND PARKING, OVER AND ACROSS THOSE PORTIONS OF PARCELS 1 AND 2 OF ABOVE SAID PARCEL MAP NO. 202, THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOW:

BEGINNING AT THE SOUTHEASTERLY MOST CORNER OF ABOVE SAID PARCEL 1; THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 NORTH 77° 44' 21" WEST, 288.56 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 83° 53' 00" WEST, 114.18 FEET; THENCE SOUTH 09° 21' 38" WEST, 168.78 FEET; THENCE NORTH 83° 43' 32" WEST, 18.75 FEET TO THE NORTHEASTERLY MOST CORNER OF THE ABOVE DESCRIBED TOWER AREA.

EXCEPTING THEREFROM THOSE PORTIONS WITHIN HATCHER AVENUE AND THE ABOVE DESCRIBED TOWER AREA.

EXHIBIT "B"

Sheet 3 of 4

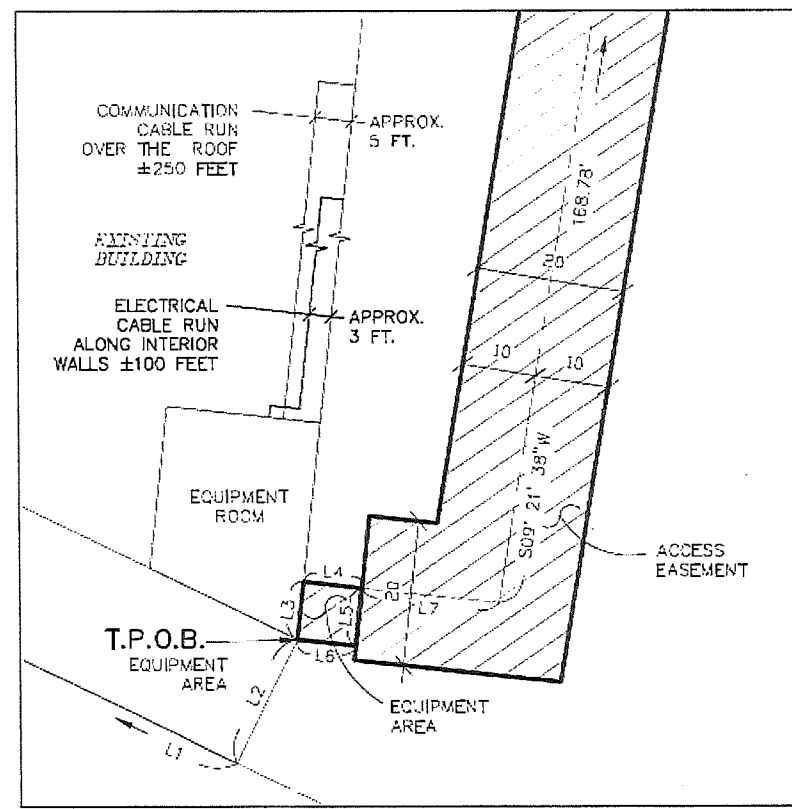
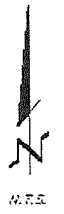


Line Table		
Line #	Direction	Length
L1	S63° 54' 24"E	103.73
L2	N26° 05' 36"E	19.00

Prepared by
CNC ENGINEERING
 255 N. HACIENDA BLVD, Suite 211
 CITY OF INDUSTRY, CA. 91744
 Phone (909) 335-8136
 Job No. CITY # December 2, 2017

Legal No.927

EXHIBIT "B"



DETAIL "A"
N.T.S.

Line Table		
Line #	Direction	Length
L1	S63° 54' 24"E	103.73
L2	N26° 05' 36"E	19.00
L3	N06° 16' 28"E	8.00
L4	S83° 43' 32"E	8.00
L5	S06° 16' 28"W	8.00
L6	N83° 43' 32"W	8.00
L7	N83° 43' 32"W	16.75

Prepared by
CNC ENGINEERING
 1000 N. HACIENDA BLVD, Suite 102
 CITY OF INDUSTRY, CA. 91744
 Phone (626) 333-4234

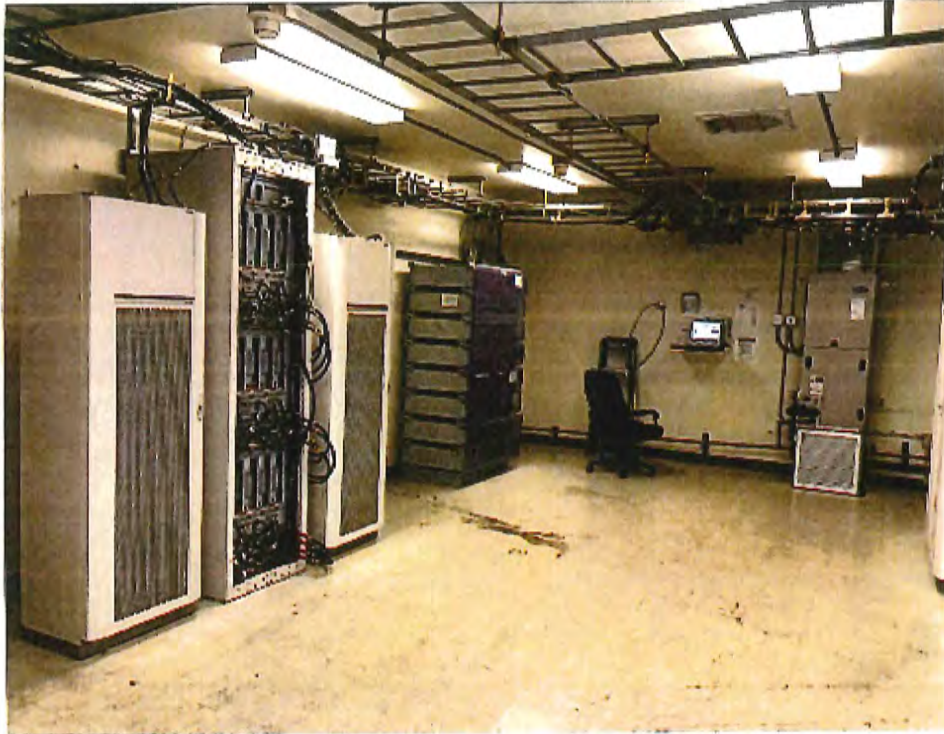
Job No. CITY 11 December 7, 2017

Legal No.927

EXHIBIT C

PHOTOS OF THE LEASE PROPERTY (PREMISES)

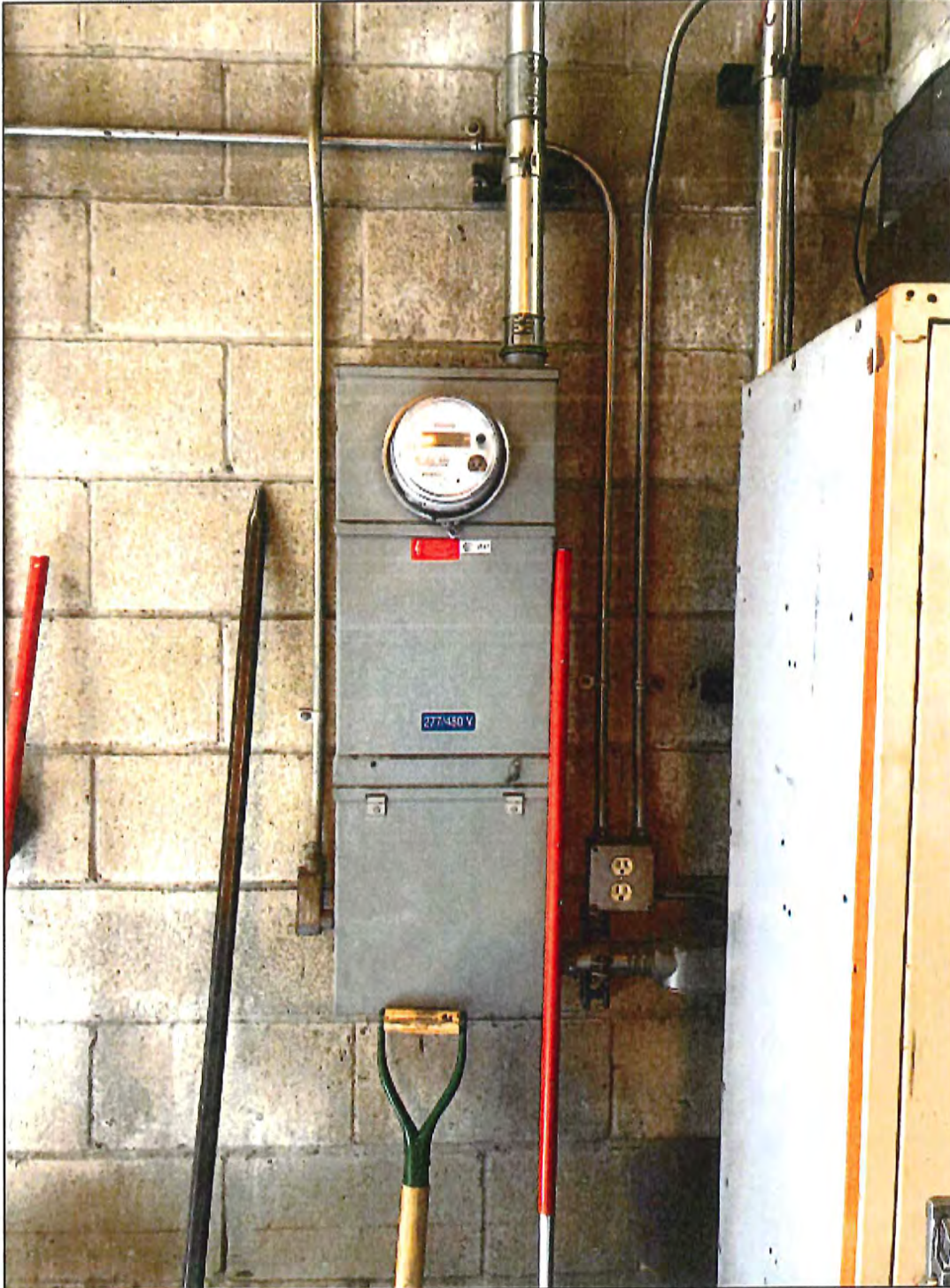
1. Detail A - Photos of the Equipment Room (1 sheet)



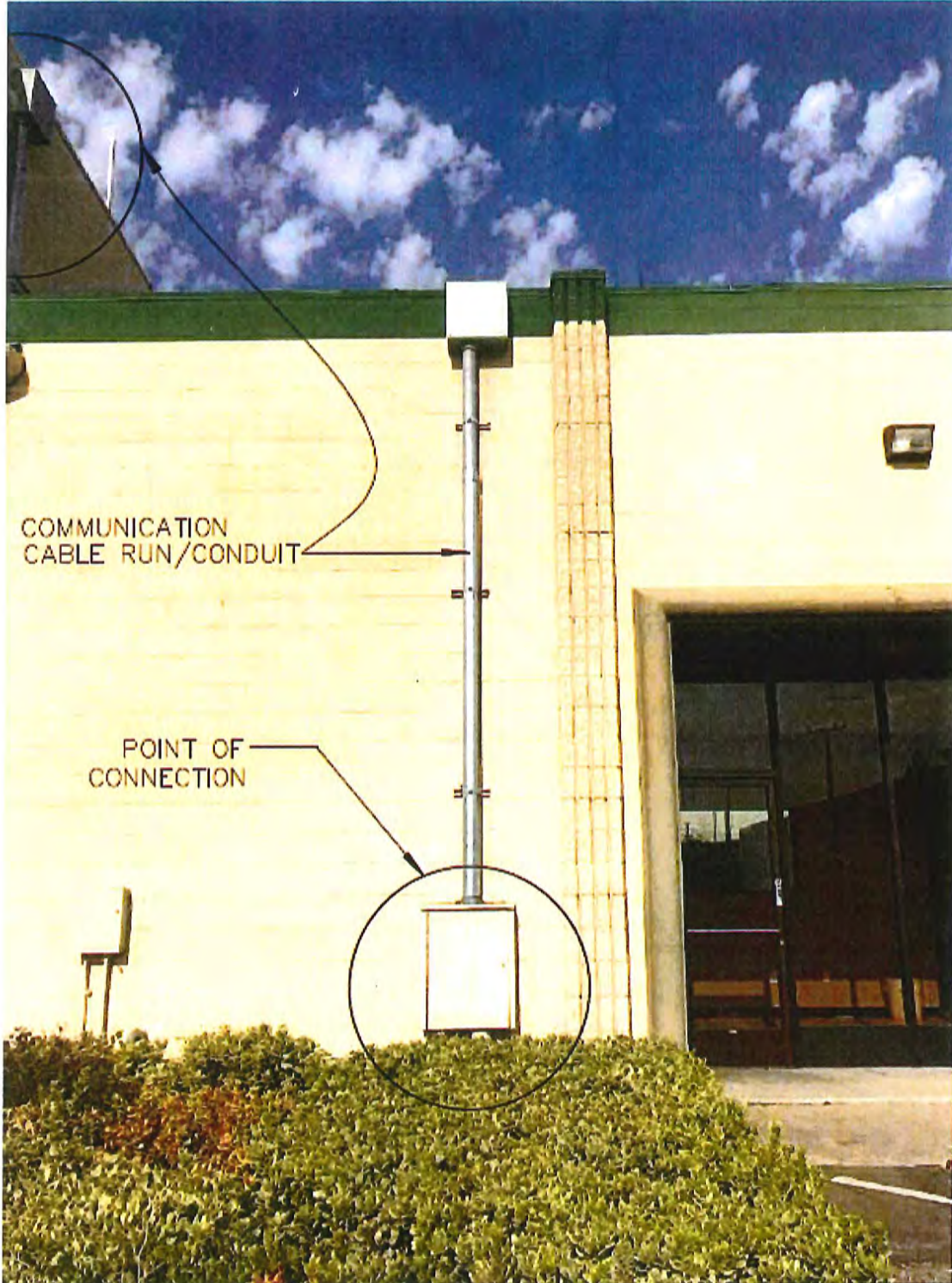
2. Detail B - Photos of the Legal Description of the Access Easement (1 sheet)



3. Detail C – Photos of the Electrical Cable Run (1 sheet)



4. Detail D – Photos of the Communication Cable Run (2 sheets)



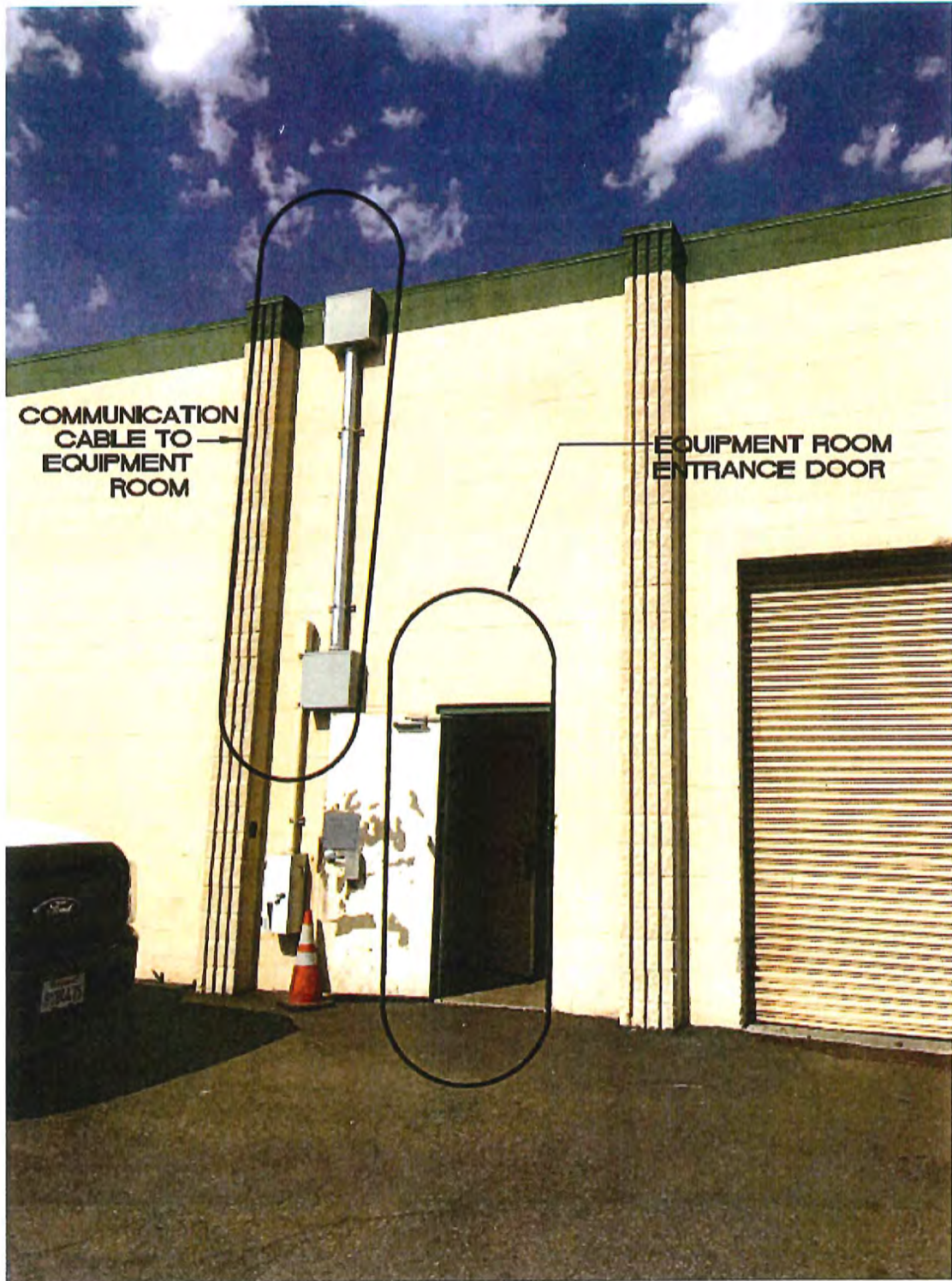


EXHIBIT D

FORM OF MEMORANDUM OF LEASE

WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

A.P.N. 8264-004-908

MEMORANDUM OF LEASE

THIS MEMORANDUM OF WIRELESS COMMUNICATIONS FACILITY GROUND LEASE ("Memorandum") evidences that a Wireless Communications Facility Ground Lease was entered into as of December ____, 2018, by and between the City of Industry, a California municipal corporation ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Tenant"), for a portion of that certain real property located at 1123 South Hatcher Avenue, City of Industry, California 91748, generally described as a lot, Assessor's Parcel No. 8264-004-908, in the County of Los Angeles, State of California, within the property of Landlord which is described in Exhibit "A," attached hereto, together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as described in the Lease, which term may extend for one (1) additional term of five (5) years each upon the mutual consent of the parties.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Ground Lease of the day and year first above written.

[Execution Pages Follow]

Site Name: INDUSTRY SOUTH OVLY - C409
Business Unit #: 844983

Documentary Transfer Tax \$ _____
— Computed full value of property _____
— Computed full value less liens & encumbrances remaining at time of sale _____
— Computed full value of lease surpassing the 35-year term limit _____
— Computed leased area of the property _____
— Exempt-remaining lease term with renewal options is 35 years or less
Thrift v. County of Los Angeles (1989) 210 Cal.App.3d 881
_____ Signature of Declarant or agent

**LANDLORD:
CITY OF INDUSTRY**

By: _____
Mark D. Radecki, Mayor

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

CALIFORNIA 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)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

(Seal)

[Tenant Execution Page Follows]

TENANT:
NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: *Lisa A. Sedgwick*
Print Name: Lisa A. Sedgwick
Print Title: Senior Transaction Manager

State of Texas

County of Harris

Before me, Veronica Lawrence, a Notary Public, on this day personally appeared Lisa A. Sedgwick, Senior Transaction mgr of CCATT LLC, a Delaware limited liability company, as attorney in fact for NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of November 20 18

Veronica Nicole Lawrence

(Personalized Seal)

Notary Public's Signature

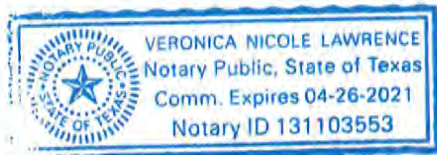


EXHIBIT A

(Legal Description of Landlord's Property)

PARCEL 1, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 202, FILED IN BOOK 165, PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

First Amendment to Building and Parking Lot Space lease, dated September 20, 2011

[Attached]

Cell Site: C409/INDUSTRY SOUTH
Fixed Asset No. 10085812
Market: Los Angeles
Address: 1123 South Hatcher Street, City of Industry, CA 91748

FIRST AMENDMENT TO BUILDING AND PARKING LOT SPACE LEASE

THIS FIRST AMENDMENT TO BUILDING AND PARKING LOT SPACE LEASE ("Amendment") dated as of September 20, 2011 is by and between Industry Urban-Development Agency, a public body, corporate and politic, as successor in interest to Patrick A. O'Connell, and having a mailing address at 15625 East Stafford Street, Suite 200, Industry, California 91744 (hereinafter referred to as "Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Los Angeles Cellular Telephone Company, a California general partnership, and having a mailing address at 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Building and Parking Lot Space Lease dated for reference purposes only July 20, 1991, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1123 South Hatcher Street, City of Industry, California 91748 ("Lease"); and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to restate, as set forth herein, the Rent payable under the Lease; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

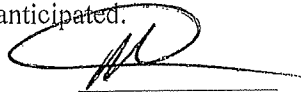
1. **Term.** The Term of the Lease shall be amended to provide that the Lease has a new term of 24 months ("New Term"), commencing on August 1, 2012 and ending July 31, 2014.
2. **Rent.** Commencing on August 1, 2012, the Rent payable under the Lease shall be \$1,563.96 per month, and shall continue during the Term, subject to adjustment, if any, as provided below.
3. **Future Rent Increase.** The Lease is amended to provide that commencing on August 1, 2013, the Rent shall increase by three percent (3.00%) over the Rent paid during the previous year.
4. **Relocation Assistance.** Section 38 is hereby added to the Lease as follows:

Cell Site: C409/INDUSTRY SOUTH
Fixed Asset No. 10085812
Market: Los Angeles
Address: 1135 South Hatcher Street, City of Industry, CA 91748

“38. **RELOCATION ASSISTANCE.** Tenant agrees to take full responsibility for moving its operations, personal property, trade fixtures and improvements from the Premises upon the expiration of the Term or the earlier termination of this Lease, and for any resulting loss of business goodwill and going out of business expenses (the “Relocation”), and the Landlord shall have no obligation to provide assistance to Tenant in connection therewith under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.), if applicable, or under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260 et seq.), or any similar law or regulations. In connection therewith, and to the fullest extent permitted by law, Tenant further agrees that, effective on the expiration of the Term or earlier termination of this Lease, Landlord shall be, and hereby is, fully and forever released from any and all claims and liabilities, whether direct or indirect, known or unknown, foreseen or unforeseen, that have arisen, or that may arise, in connection with the Relocation. By such release, Tenant expressly waives the provisions of California Civil Code Section 1542 that provide:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Tenant understands that, by waiving these provisions, Tenant waives the right to make claims against Landlord for matters pertaining to the Relocation that are presently unknown or unanticipated.



Tenant's Initials”

5. **Possessory Interest Tax.** Paragraph 39 is hereby added to the Lease as follows:

“39. **POSSESSORY INTEREST TAX.** Tenant is hereby given notice that the leasehold interest created by this Lease may result in a possessory interest tax being levied against such leasehold interest, and Tenant agrees to pay all such taxes prior to delinquency.”

6. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Lease and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

Cell Site: C409/INDUSTRY SOUTH
Fixed Asset No. 10085812.
Market: Los Angeles
Address: 1135 South Hatcher Street, City of Industry, CA 91748

7. **Notices.** Paragraph 32 of the Lease is hereby deleted in its entirety and replaced with the following:

“32. **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

As to Tenant:

New Cingular Wireless PCS, LLC
do AT&T Network Real Estate Administration
Re: Cell Site: C409/INDUSTRY SOUTH (CA)
Fixed Asset No: 10085812
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to AT&T
Legal at:

If sent via certified or registered mail:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site: C409/INDUSTRY SOUTH (CA)
Fixed Asset No.: 10085812
PO Box 97061
Redmond, WA 98073-9761

Or

If sent via nationally recognized overnight courier:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site: C409/INDUSTRY SOUTH (CA)
Fixed Asset No.: 10085812
16331 NE 72nd Way
Redmond, WA 98052-7827

As to Landlord:

Industry Urban-Development Agency
15625 East Stafford Street, Suite 200
Industry, CA 91744

Cell Site: C409/INDUSTRY SOUTH
Fixed Asset No. 10085812
Market: Los Angeles
Address: 1135 South Hatcher Street, City of Industry, CA 91748

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

10. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[NO MORE TEXT ON THIS PAGE — SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site: C409/INDUSTRY SOUTH
Fixed Asset No. 10085812
Market: Los Angeles
Address: 1135 South Hatcher Street, City of Industry, CA 91748

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

LANDLORD:

Industry Urban-Development Agency,
a public body, corporate and politic

By: 

Name: Kevin Radecki

Title: Executive Director

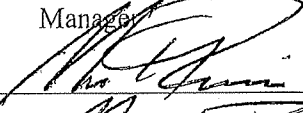
Date: 9/19/11

TENANT:

New Cingular Wireless PCS, LLC a Delaware
limited liability company

By: AT&T Mobility Corporation

Its: Manager


By: 

Name: MARK RIVERA

Title: REAL ESTATE & CONST.

Date: 9-13-11

ATTEST:



Christina Brown, Administrative Asst.

Cell Site: C409/INDUSTRY SOUTH
Fixed Asset No. 10085812
Market: Los Angeles
Address: 1135 South Hatcher Street, City of Industry, CA 91748

LANDLORD ACKNOWLEDGEMENT

State of California)

County of Los Angeles)

On September 20, 2011 before me, Diane M. Schlichting, Notary Public,
(insert name and title of the officer)

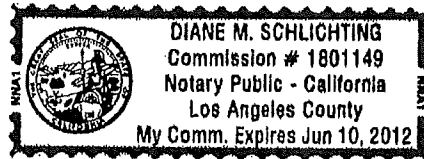
personally appeared Kevin Radecki and Christina Brown - - - - -, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and 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 Diane M. Schlichting

(Seal)



Cell Site: C409/INDUSTRY SOUTH
Fixed Asset No. 10085812
Market: Los Angeles
Address: 1135 South Hatcher Street, City of Industry, CA 91748

TENANT ACKNOWLEDGEMENT

State of California)

County of LOS ANGELES)

On SEPTEMBER 13, 2011 before me CHRISTINA M WAGER, NOTARY PUBLIC,
(insert name and title of the officer)

personally appeared MARK RIVERA, 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/het/their authorized capacity(ies), and that by his/het/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 

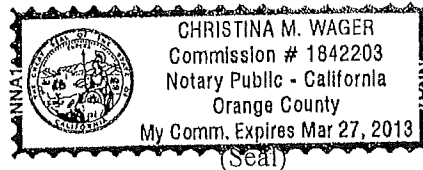


EXHIBIT C

Building and Parking Lot Space lease, dated July 20, 1991

[Attached]

BUILDING AND PARKING LOT SPACE LEASE

[Communication Equipment to be Installed in the Existing Building
and Antennae and related equipment to be Constructed
and Installed on Parking Lot]

THIS BUILDING AND PARKING LOT SPACE LEASE ("Lease") is dated for reference purposes only this 20th day of July, 1991 by and between PATRICK A. O'CONNELL ("Landlord"), and Los Angeles Cellular Telephone Company, a California general partnership ("Tenant").

WHEREAS, Landlord is the owner of certain building("Building") and land ("Land") in the City of Industry, County of Los Angeles, State of California, commonly known as 1123 South Hatcher Street and more particularly described in Exhibit "A" attached hereto and made a part hereof (collectively, the "Property").

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant that portion of the Building consisting of approximately 800 square feet shown as cross-hatched on the diagram attached as Exhibit "B" hereto and made a part of hereof ("Equipment Area") and that portion of the parking lot shown as diagonally lined on the diagram attached as Exhibit "B"("Antennae Area"). The Equipment Area, Antennae Area and Tenant's "Easements," as defined below, shown on Exhibit "B" are collectively referred to herein as the "Premises." See attached Addendum, Paragraph 38.

WHEREAS, Tenant requires certain easements in order to make the Premises suitable for Tenant's use and Landlord desires to grant to Tenant, as part of the Premises, the Easements described in paragraph 3, hereinbelow.

NOW, THEREFORE, Landlord hereby leases the Premises and grants the Easements to Tenant on the terms and conditions hereinafter set forth.

1. Term and Commencement. This Lease shall be for an Initial Term commencing on November 1, 1991 ("Term Commencement Date"), and ending sixty-nine (69) months thereafter ("Initial Term"). Notwithstanding the foregoing, it is understood and agreed between the parties that Tenant's use of the Premises is contingent upon Tenant obtaining all necessary governmental approvals and permits to allow it to construct and operate the "Communications Facility," as such term is defined in Paragraph 7 hereinbelow, on the Premises. The period of time from the Term Commencement Date to the date on which Tenant has obtained all necessary governmental approvals and permits and has provided Landlord written notice of the commencement of construction of its Communications Facility, as provided below, shall be called the "Permit Phase." The period of time from the date of the written notice by Tenant to Landlord of the commencement of construction of the Communications Facility to the expiration of the Initial Term of this Lease, as same may be extended, as provided below, shall be called the "Operational Phase."

2. Additional Terms and Renewals. Landlord hereby grants to Tenant three (3) separate options to extend the Initial Term for three (3) separate consecutive additional periods ("Additional Terms"), of five (5) years each on the same terms and conditions set forth in this Lease for the Initial Term. Each option shall be automatically exercised by Tenant unless Tenant shall give Landlord notice at least three (3) months before the expiration of the Initial Term or Additional Term then in effect of Tenant's desire to terminate this Lease, otherwise, upon such automatic extension, such Additional Term shall become part of the Initial Term. The Initial Term and any Additional Terms shall be referred to herein individually and collectively as the "Term" of this Lease.

3. Easements. Landlord hereby grants to Tenant as easements appurtenant to the Premises the following easements:(1) the right to construct, install, repair and/or replace from time to time communications antennae with antenna array on the Antennae Area and support equipment in the Equipment Area;(ii)the right to install, operate, maintain, repair and/or replace from time to time utility wires, cables, conduits and pipes over, under, along and through portions of the Building, Roof and Land extending to and from both the Equipment Area and the Antennae Area as well as between the Equipment Area and the

BUILDING AND PARKING LOT SPACE LEASE

Initials: POE
Landlord
LA
Tenant

Antennae Area as Tenant may deem appropriate for the proper functioning of the Communications Facility in the locations shown as outlined on Exhibit "B" attached hereto: (iii) two (2) assigned parking space(s) as shown and marked "Assigned Parking Space(s)" on Exhibit "B" attached hereto and zero (0) unassigned parking space(s) as shown and marked "Non-Assigned Parking Space(s)" on Exhibit "B" attached hereto and (iv) a special right to access seven (7) days a week, twenty-four (24) hours a day, for itself and all necessary equipment, for the construction, installation, maintenance, repair, replacement and removal of the communications antennae and support equipment, as provided herein, to, from and through portions of the Building, Roof and Land extending to and from both the Equipment Area and the Antennae Area as well as between the Equipment Area and the Antennae Area as outlined on Exhibit "B" attached hereto (individually and collectively, the "Easements"). The Easements shall include placement and traffic of such trucks, vehicles and heavy or other construction or repair machinery on the Property from time to time as may be necessary or appropriate for the construction, installation, operation, maintenance, replacement and/or removal of the Communications Facility. Tenant shall promptly repair upon written notice by Landlord to Tenant all damage to the Property, if any, directly caused by Tenant's construction or use of the Easements to a condition that existed immediately prior to such damage; provided, however, that Tenant shall not be liable to Landlord or any such other person or entity entitled to use the Property on which the Easements are located for any consequential damages, including economic loss, attributable to such use, damage or repairs. To the extent that the Easements and improvements thereon are constructed or used by Tenant exclusively, and except for such maintenance necessitated by the use or negligent misuse of the Easements by Landlord and/or Landlord's assigns, independent contractors, agents and/or invitees, Tenant shall maintain during the Term of this Lease the Easements and all improvements thereon in good condition and repair, free and clear of any obstructions and other hazards to persons entitled to use the Easements. In connection with the foregoing and for the purposes of either (i) obtaining the necessary governmental permits and approvals for the construction, operation and/or maintenance of the Communications Facility or (ii) serving the Premises with any necessary or appropriate utilities in connection with the installation, construction, operation and/or maintenance of the Communications Facility, Landlord shall upon tenant's request enter into agreements or shall hereby authorize Tenant to enter into agreements with and grant easements (in the locations of the Easements shown on Exhibit "B") to, any public authority and/or public utility which are necessary or appropriate for Tenant's use of the Premises for installation, construction, operation, and/or maintenance of its Communications Facility as provided herein. In addition, notwithstanding anything to the contrary contained in the Lease, Tenant shall have the absolute right to assign its rights to the Easements, in whole or in part, without the consent of Landlord, to any third party, including, without limitation, to Tenant's contractor(s), as necessary or appropriate for Tenant's use and enjoyment of the Premises. Except as otherwise designated on Exhibit "B," the term of any easement or other interest granted hereunder shall be perpetual. Tenant has the right at its sole cost and expense to relocate the Easements provided herein so long as such relocation will not materially, adversely affect Landlord's use of the Property. Landlord shall promptly execute, acknowledge and deliver to Tenant within five (5) business days after request therefor by Tenant all documents, agreements or instruments which are reasonably necessary or appropriate to effectuate the purposes described in this Paragraph 3. The Easements shall be part of the Premises so long as this Lease is in full force and effect and Premises, as that term is used in this Lease, shall include by definition the Easements.

4. Permit Phase Termination. Landlord understands and agrees that Tenant's ability to use the Premises is contingent on the Premises and the Easements being suitable for Tenant's intended use from both an economic and technical engineering basis, and on Tenant's ability to obtain and maintain all required governmental permits and approvals. In the event that during the Permit Phase Tenant, in its sole discretion, determines that the Premises and/or the Easements are to have become unsuitable and/or any required governmental permits or approvals cannot be obtained or maintained and/or the cost or effort required to obtain and/or maintain such governmental permits and approvals is or has become, in Tenant's judgment, economically impractical, then Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to Landlord.

5. Rent. Concurrently with the execution of this Lease, Tenant shall pay to Landlord the sum of Three Thousand and No/100ths Dollars (\$3,000.00) as payment in advance for Rent during the Permit Phase of this Lease; provided, however, in the event said period of time should extend beyond three (3) months from the Term Commencement Date, Tenant shall pay to Landlord the sum of One Thousand and No/100ths Dollars (\$1,000.00) per month in advance on the first day of the month, for each month thereafter until the "Operational Phase Commencement Date," as defined below, or earlier termination hereof during the Permit Phase, as provided in Paragraph 4 above. In the event of such termination by Tenant, all sums theretofore paid by tenant to Landlord as Rent during the Permit Phase shall remain the

BUILDING AND PARKING LOT SPACE LEASE

Initials: *POC*
Landlord
M
Tenant

property of the Landlord. Tenant shall give Landlord written notice upon commencement of construction of the Communications Facility on the Premises, and the date of said notification shall become the commencement date of the Operational Phase of this Lease. ("Operational Phase Commencement Date"). A copy of such written notification shall be attached hereto for future reference regarding the anniversary date of the commencement of payment of Operational Phase Rent. Beginning with the Operational Phase Commencement Date, Tenant shall pay to Landlord monthly, Rent in the sum of One Thousand and No 100ths Dollars (\$1,000.00) per month in advance on the first day of each and every month during the Term as such amount may be increased or decreased as hereinafter provided. Beginning at the expiration of the first twelve-month period following the Operational Phase Commencement Date and continuing for each twelve-month period thereafter, including during any Additional Term, the Rent shall be increased or decreased, if applicable, by the percentage increase or decrease of the Consumer Price Index for All Urban Consumers applicable to the Los Angeles-Anaheim-Riverside area published by the U.S. Department of Labor, Bureau of Labor Statistics subgroup "All Items (1967 = 100)" ("Index") then in effect, over the Index that was in effect at the commencement of the immediately preceding twelve-month period; provided, however, that in no event shall the increase or decrease in Rent payable, as adjusted, be greater than six percent (6%) of the Rent payable for the twelve-month period immediately preceding said adjustment and in no event shall said Rent decrease below the original Rent effective on the Operational Phase Commencement Date.

6. Use. Tenant shall have the right to use the Premises for the purpose of constructing, maintaining and operating its Communications Facility as such may be expanded or modified as provided herein and for any other lawful purpose approved by Landlord.

7. **Construction and Alterations.** Tenant shall have the right to construct and install on the Premises its Communications Facility with such specifications as Tenant shall determine, initially to consist of communications antennae with antennae array and all necessary appurtenances placed on the Antennae Area, support equipment housed in the Equipment Area and such other equipment, cables and/or conduits as may be appropriate for Tenant's business use of the Property, including, without limitation, air conditioner(s) and related equipment, all as more particularly shown on Exhibit "B" attached hereto, which Exhibit "B" is hereby approved by Landlord (individually and collectively, "Communications Facility"). Subject to obtaining all necessary governmental approval, Tenant shall have the right to change, alter, modify, reconstruct and/or enlarge, from time to time, the Communications Facility located within the Equipment Area as Tenant may deem necessary or appropriate for its then current business use, provided Tenant does not unreasonably interfere with any other Building tenant's use of its assigned premises. Subsequent to installation of the Communications Facility, shown on Exhibit "B," Tenant shall not (i) modify, change, reconstruct or enlarge the communications antennae and antennae array on the Antennae Area or (ii) modify or change any cables and/or conduits running along the side of the Building in a manner which would be visible from a ground level view of the exterior of the Building, without the prior approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall have the right to improve and/or reinforce portions of the Property to the extent necessary to support the Communications Facility, provided that Tenant shall bear the sole responsibility for the costs of such improvements. Tenant shall not interfere in any way with radio or other equipment which Landlord or any other user may have on or in the Property at the time Tenant's equipment is installed. The Communications Facility, including, without limitation, the antennae, antennae array, communications equipment and support equipment located on the Premises including any equipment located in or on the Building, and/or Easements, shall at all times be the sole property of Tenant.

8. **Cooperation; Indemnity.** Landlord shall fully cooperate with tenant by executing and joining in applications for governmental permits or approvals covering Tenant's use, construction and/or occupation of the Premises, including the Easements, provided that Tenant shall reimburse Landlord for any and all reasonable expenses attributable to said cooperation which are approved in advance by Tenant in writing. Tenant shall keep the Property and the Premises free from mechanics' liens arising out of Tenant's construction. Tenant shall indemnify and hold Landlord harmless from any claim, demand or cause of action which may arise from Tenant's negligent act or omission or willful misconduct in the construction, installation, operation or maintenance of its Communications Facility, except for any occurrence attributable, in whole or in part, to Landlord and/or its assigns, tenants, agents, employees, customers, invitees or contractors.

9. **Quiet Enjoyment and Landlord's Non-Interference.** Landlord agrees for itself and its successors and assigns not to construct or permit, approve, cause or otherwise allow to be constructed on the Property or on any other property located within a radius of five hundred (500) feet of the Premises that may be

BUILDING AND PARKING LOT SPACE LEASE

Initials: POE
Landlord
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Tenant

owned, leased, licensed or otherwise controlled by Landlord, or by any individual, partnership, firm or corporation that controls Landlord or is controlled by Landlord, any improvements, building structures or other facilities that would compete with or interfere with tenant's use of the Premises under this Lease. In addition and without reference to or limitation by the radius set forth in the immediately preceding sentence, Landlord shall not cause or permit any interference with the construction, installation, maintenance and/or operation of Tenant's Communications Facility. In the event any such interference shall occur, Landlord shall, at its own cost, immediately take or cause to be taken all such actions as are necessary to correct and eliminate such interference, including legal action as may be required by Tenant and/or reimbursement of Tenant, for any cost incurred by Tenant to correct same, including reasonable attorney's fees and costs. In addition, without limitation, tenant shall have the right to terminate this Lease in the event of any material interference with the Communications Facility which remains uncured for a period of ten (10) days after notice thereof to Landlord. Specifically, without limitation, Landlord shall not cause or permit (i) any delay in the delivery of possession of the Premises to tenant beyond the Term Commencement Date, (ii) any interference with the proper and optimum placement and operation of all equipment and apparatus by Tenant to construct and operate the Communications Facility on the Premises as such may be modified, improved or enlarged from time to time pursuant to this Lease and/or (iii) the construction or installation, without Tenant's prior written consent in its sole and absolute discretion, of any improvement, building, structure, facility or other barriers or physical conditions on the Property which would interfere with and/or impede Tenant's use of the Premises under this Lease. Tenant may condition its consent to the foregoing on Landlord's agreement to relocate, at Landlord's sole cost and expense, the Communications Facility (or such portion thereof as is necessary to eliminate such interference or impediment) to such improvement, building, structure or facility at a location reasonably satisfactory to Tenant, and in such event, Landlord shall bear all costs and expenses associated with the relocation work, including, without limitation, any loss of revenue to Tenant's business caused by "down-time" of Tenant's cellular communications system, including the Communications Facility under this Lease, and/or Tenant's communications equipment and/or facilities located outside the Premises, either in whole or in part.

10. Utilities and Taxes. Tenant shall pay all utility service charges to the extent required for Tenant's use of the Premises. Landlord and Tenant shall reasonably cooperate to provide for a separate metering of said utilities. Landlord shall pay for all real property taxes and assessments against the Premises; provided, however, that Tenant shall, if requested by Landlord, pay to Landlord any increase in said taxes or assessments based solely on the assessed value of any improvements constructed by Tenant on the Premises for operation of its Communications Facility, and provided, further, that Tenant shall have the right to protest and contest any such taxes or assessments with the appropriate governmental authority. Tenant shall pay all personal property taxes on its equipment located on the Premises.

11. Removal of Property. Tenant shall remove, within a reasonable period of time (not to exceed sixty(60) days) following the expiration of the Term hereof, such personal property, equipment, trade fixture(s) and improvement(s) as are specifically designated as required to be removed by Tenant, if any, on Exhibit "B" attached hereto. If any such personal property, equipment, trade fixtures, and improvements are not specifically designated as required to be removed by Tenant on Exhibit "B," then Tenant shall have the right, but not the obligation, to remove such items within a reasonable period of time (not to exceed sixty (60) days) following the expiration or earlier termination of the Term hereof. Any personal property, equipment, trade fixtures and improvements which are not removed by Tenant within sixty (60) days after the expiration or earlier termination of this Lease shall, upon the expiration of said sixty (60) day period, become the property of Landlord (subject, however, to any interest therein or rights thereto of any third parties in accordance with Paragraph 31 of this Lease) and Tenant shall thereafter have no rights, obligations or liabilities whatsoever with respect thereto.

12. Title Matters.

(a) **Title.** Landlord represents and warrants that it has full authority to enter into this Lease and to grant the Easements and that Landlord has fee title to the Property and the Premises, subject to only those exceptions as shown on Exhibit "C" attached hereto and made a part thereof ("Permitted Title Exceptions"), and that Landlord has provided to Tenant copies of all agreements and documents affecting Tenant's use of the Premises and/or leasehold estate acquired hereunder.

(b) **Memorandum of Lease.** Concurrently with the execution of this Lease, Landlord and Tenant shall execute and have acknowledged the memorandum of lease in the form attached hereto as Exhibit "D" and made a part hereof ("Memorandum of Lease") which Memorandum of Lease may be recorded by Tenant concurrently with or after the execution of this Lease. Tenant shall bear the cost of all

BUILDING AND PARKING LOT SPACE LEASE

Initials: *POE*
Landlord
JK
Tenant

recording charges associated with recording of all documents required to be recorded under this Lease.

13. Maintenance and Repairs. Landlord shall, at Landlord's expense, maintain and repair the Property, including, without limitation, the structural components, foundation, exterior walls, common areas and Roof of the Building, landscaping and parking area, provided, that Landlord's obligation to maintain and repair the Building shall not include any improvements made to the Building, Roof or Premises by Tenant pursuant to this Lease.

14. Assignment.

(a) Subject to subparagraph 14(b) below, Tenant may not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

(b) Notwithstanding anything to the contrary contained in subparagraph 14(a) above, Tenant may, without the consent of Landlord, (i) assign its rights to the Easements, in whole or in part, as provided in Paragraph 3 above, (ii) assign or pledge this Lease in connection with any Equipment Financing and/or Leasehold Assignment as more particularly provided in Paragraph 31 below and/or (iii) assign this Lease (1) to any corporation or partnership having, directly or indirectly, a 30% or greater interest in Tenant ("Parent"), (2) to a corporation or other entity with which Tenant and/or any Parent may merge or consolidate, (3) to a purchaser of substantially all of the outstanding ownership units or assets of any Parent or Tenant and/or (4) to any transferee of Tenant's Federal Communications Commission cellular license. An assignment under "(iii)" of the preceding sentence shall, at the request of Landlord, be concluded only upon the assumption by such assignee of all of Tenant's obligations under this Lease. Further, notwithstanding any assignment and/or pledge of this Lease, Tenant shall remain primarily liable for the performance of all terms and conditions of this Lease unless expressly released by Landlord in writing. The permitted assignments and pledges of this Lease referred to in this subparagraph 14(b) shall individually and collectively be referred to as "Permitted Assignments."

15. Insurance.

(a) **Liability Insurance.** Throughout the Term, Tenant shall maintain insurance against public liability for injury to persons (including death) or damage to property occurring within, upon or about the Premises, the Roof or the Building. Such insurance policy shall be a combined single limit policy in an amount not less than \$500,000 per occurrence and Landlord shall be named as an additional insured under the other's policy. Said insurance may be in the form of general coverage or floating policies covering these and other premises.

(b) Intentionally omitted.

(c) **Insurance Policies.** The insurance policies required pursuant to this Lease shall be in companies holding a "General Policyholders Rating" of at least B plus as set forth in the most current issue of "Best's Insurance Guide." Tenant shall deliver to Landlord a copy of their respective insurance policies or certificates of insurance evidencing the policies and coverages maintained pursuant to this Paragraph 15. Neither Landlord nor Tenant may cancel or reduce the coverage of such insurance policies unless the other is given thirty (30) days prior written notice of such cancellation or reduction.

16. Damage or Destruction. If the whole or any part of the Building, Roof, Communications Facility and/or Premises, including the Easements, are damaged or destroyed by fire, the elements, subsidence of sublateral or subjacent support or any other casualty, which in any such event makes the Premises unsuitable or uneconomic for Tenant's use, Tenant may terminate this Lease and all of the obligations of either party hereunder upon written notice to Landlord provided that such notice is given by Tenant to Landlord within thirty (30) days of the latter to occur of (i) the date of such damage or destruction or (ii) Tenant's determination that continued use of the Premises is unsuitable or uneconomic. If Tenant does not elect to terminate, then Landlord shall promptly restore the Premises (except for Tenant's improvements made by Tenant under this Lease which shall be at the cost of Tenant) to substantially the same condition as existed immediately prior to such damage or destruction, if (i) the damage or destruction arises out of a risk covered by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements and (ii) the restoration can be made under the existing laws and can be completed within ninety (90) days after the date of the damage or destruction. Further, in the event of such damage or destruction, there shall be an abatement and/or reduction of rent, between

the date of such damage or destruction and the date of completion of restoration, based on the extent to which the damage or destruction causes the Premises and/or the Communications Facility to be unusable and/or inaccessible.

17. **Eminent Domain.** If during the Term the whole or any part of the Premises is taken by eminent domain or condemnation or sold under threat of the exercise of said power (all of which are herein called "condemnation"), Tenant shall have the right to terminate this Lease upon written notice to Landlord within thirty (30) days after Tenant receives written notice thereof from Landlord. If Tenant does not so elect to terminate, this Lease shall continue in effect and the Rent payable by Tenant shall be reduced by an amount which reflects the value to Tenant of the portion taken, compared to the total value of the Premises immediately before the taking. Further, regardless of whether this Lease is terminated as provided in this paragraph, Tenant shall, in the event of a condemnation, be entitled to receive just compensation from the condemning authority or transferee for loss of all or any portion of the Premises, this Lease and/or the Communication Facility or any use thereof, including, without limitation, the value of any personal property and/or trade fixtures taken, the cost of relocating the Communications Facility or any portion thereof and/or any loss of business.

18. **Tenant's Default.** If Tenant shall fail to make any payment of Rent herein provided when due, Landlord shall forward written notice of such failure to Tenant, as provided in Paragraph 32 hereinbelow, and the failure of Tenant to cure within fifteen (15) days after Tenant's receipt of said notice shall be an "Event of Default" under this Lease and Landlord may thereafter pursue any and all remedies available to it under law. If Tenant shall fail to perform any of the terms or provisions of this Lease other than the payment of Rent, and if Landlord shall give Tenant written notice, as provided herein, of such failure and if Tenant shall not cure such failure to perform within thirty (30) days after Tenant's receipt of said notice, or, if the failure to perform is of such a character as to require more than thirty (30) days to cure and Tenant shall not use reasonable diligence in commencing a cure of such failure during said period, such failure shall be deemed an "Event of Default" of Tenant's obligations under this Lease and Landlord may thereafter pursue any and all remedies available to it under law. Tenant shall not be in default under this Lease unless and until an "Event of Default," as defined in this paragraph, shall have occurred.

19. **Landlord's Default.** If Landlord shall default on any of its obligations contained in this Lease, including without limitation, its obligation set forth in Paragraph 13 hereinabove, Tenant shall have the right to deliver written notice of such default to Landlord, as provided in Paragraph 32 hereinbelow, and failure of Landlord to cure such default within thirty (30) days or any such lesser period as may be expressly provided herein shall be a default under this Lease and Tenant may thereafter pursue any and all remedies available to it under law, including, without limitation, the right, but not the obligation, to cure said default and submit a written statement of costs incurred for curing said default to Landlord. In such event, Landlord shall have thirty (30) days following receipt of such written statement to reimburse Tenant for costs incurred. The foregoing shall in no way limit Tenant's right to seek equitable relief without notice to Landlord.

20. **Non-Disturbance and Attornment.** So long as this Lease is in full force and effect and there is no uncured Event of Default with respect to Tenant's obligations hereunder, no ground lease, mortgage, deed of trust or other interest to which this Lease and/or Tenant's rights are or may become subordinate (hereinafter collectively "Senior Interest"), and no action or proceeding under and/or termination of any such Senior Interest, shall affect in any manner whatsoever (i) Tenant's rights under this Lease, (ii) Tenant's use, possession or enjoyment of the Premises, including the Easements, or (iii) the leasehold estate granted by this Lease. Landlord shall obtain and provide Tenant with a non-disturbance and attornment agreement in the form attached hereto as Exhibit "E" and made a part hereof (the "Non-Disturbance and Attornment Agreement") from the holder(s) of each and every such Senior Interest of which Landlord has or acquires actual knowledge and/or which is recorded prior to the recordation of the Memorandum of Lease. This Lease and Tenant's rights hereunder shall be subject to a Senior Interest so long as the holder(s) of said Senior Interest (i) agrees to the provisions of this Paragraph 20 and (ii) has executed and delivered to Tenant the Non-Disturbance and Attornment Agreement in the form attached as Exhibit "E."

21. **Estoppel Certificate.** From time to time upon not less than twenty (20) days prior written notice by either party, the other party shall execute, acknowledge and deliver to the requesting party a statement in writing certifying that, this Lease (together with any Non-Disturbance and Attornment Agreement) is unmodified and in full force and effect (or if modified, describing such modification(s)) and that the requesting party is not in default, except as specified in such statement, in regard to any of its obligations

BUILDING AND PARKING LOT SPACE LEASE

Initials: POC
Landlord
M
Tenant

under this Lease and further setting forth the Rent then payable hereunder, the dates to which Rent has been paid in advance, if any, and such other statements relating to delivery and acceptance of the Premises as the requesting party's lender, purchaser, assignee or sublessee may require. Said statement shall be accurate and binding on the party executing same and may be relied upon by any such person as hereinabove described at whose insistence the estoppel was prepared and/or delivered.

22. Obligations and Rights Run with the Land. The Easements, and each and all of the obligations, rights, restrictions, liens and charges set forth in this Lease run with the land comprising Tenant's estate and Landlord's estate and every portion thereof, and are binding upon and inure to the benefit of the respective successors (by operation of law or otherwise), assigns, tenants, invitees and agents of the parties hereto and other lawful occupants of Tenant's estate and Landlord's estate. The grant of easements contained herein together with the right and obligations of the parties hereto, shall remain in full force and effect and shall not be modified even upon the foreclosure of or default under any Senior Interest.

23. Landlord's Covenant to Provide Notice. In addition to any other obligation of Landlord to provide notice to Tenant provided herein, Landlord shall deliver to Tenant, as provided in Paragraph 32 hereinbelow, any and all notice(s) received by Landlord which pertain to Tenant's use and enjoyment of the Premises, including, without limitation, from any governmental authority, lender, lien claimant or any other person or entity claiming an interest in or right to the Premises. Landlord shall deliver such notice(s) to tenant promptly upon receipt of same by Landlord.

24. Time of Essence. Time is of the essence of each and every provision of this Lease.

25. Consent of Parties. Except as otherwise expressly provided herein, whenever the consent or approval of either party is required, that party shall not unreasonably withhold or delay such consent or approval.

26. California Law. This Lease shall be construed and enforced in accordance with the laws of the State of California.

27. Successors and Assigns. Each and all of the rights and obligations of the parties under this Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

28. Severability. The invalidity of any portion of this Lease shall not affect the remainder of this Lease.

29. Attorney's Fees. In the event that any action shall be instituted by either of the parties hereto for the enforcement of any of its rights or remedies in and under this Lease or the Non-Disturbance and Attornment Agreement, the prevailing party shall be entitled to recover from the other party all costs incurred by said prevailing party in said action, including reasonable attorneys' fees to the extent fixed by the Court therein.

30. Additional Agreements. From and after the date of this Lease, each of the parties hereto shall promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such instruments or documents and to take all actions pursuant to the provisions hereof as may reasonably be requested by any party to carry out the intent or purpose of this Lease.

31. Tenant's Premises, Equipment Financing and Leasehold Assignment. Landlord acknowledges that tenant's use of the Premises includes proprietary trade secrets. Accordingly, Landlord shall have no right whatsoever to enter the Premises without Tenant's prior written consent which Tenant may withhold in its sole and absolute discretion. Landlord hereby expressly understands and agrees that, at all times during the Term, Tenant shall have the absolute and unconditional right from time to time to grant to any person or entity a security interest (including, without limitation, a security interest of first lien priority) in some or all of the Communications Facility and/or any of Tenant's furniture, fixtures, equipment and/or other property utilized or to be utilized in connection therewith ("Equipment Financing") and/or to assign or pledge Tenant's interest in this Lease and the Premises, including the Easements, to any person or entity for purposes of financing its equipment or for the operation of its business ("Leasehold Assignment"), and to record against Tenant's interest in the Premises any instruments or documents as may be required with respect to such Equipment Financing or Leasehold Assignment. Landlord hereby waives any and all rights or interest which Landlord may have or acquire to or in the Communications Facility and/or any of tenant's furniture, fixtures, equipment and/or other property utilized or to be utilized in connection therewith and hereby agrees that same will not constitute realty regardless of the law of fixtures and/or

BUILDING AND PARKING LOT SPACE LEASE

Initials: BOC
Landlord
MA
Tenant

the manner in which same are affixed to or placed on the Premises or otherwise. Accordingly, Landlord shall not grant, create or purport to grant or create any security interest whatsoever in the Communications Facility and/or any of Tenant's furniture, fixtures, equipment and/or other property utilized or to be utilized in connection therewith. Landlord hereby expressly understands and agrees to promptly execute, acknowledge and deliver to Tenant, upon request by Tenant, all such instruments and documents as are reasonably requested by Tenant, in order for Tenant to consummate the transactions contemplated by this Paragraph 31.

32. **Notices.** Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery if delivered personally, or three (3) days after mailing if sent by certified mail, postage prepaid, as follows:

If to Tenant, addressed to:

Los Angeles Cellular Telephone Company
17785 Center Court Drive North
Cerritos, California 90701
Attention: Vice President of Operations
and Engineering

With a Copy to:

If to Landlord, addressed to:

Mr. Patrick O'Connell
c/o Specialty Tools, Inc.
1123 South Hatcher Street
City of Industry, CA 91744

Any party may change the address or persons to which notices are to be sent to it by giving the written notice of such change of address or persons to the other parties in the manner herein provided for giving notice.

33. **Operational Phase Termination.** In addition to any other right or event of termination hereunder, Tenant may at any time during the Initial Term or any Additional Terms during the Operational Phase, terminate this Lease on thirty (30) days prior written notice to Landlord, provided that Tenant shall concurrently with the giving of such notice of termination pay the Landlord an amount equal to three (3) months Rent, as such Rent shall be determined pursuant to Paragraph 5, hereinabove.

34. **Compliance with Laws.** Landlord and Tenant shall comply in all respects with all applicable building codes, regulations and ordinances affecting the Property.

35. **Entire Agreement.** This Lease along with all exhibits and attachments or other documents affixed hereto or referred to herein as part of the agreement between the parties (including, without limitation, the Memorandum of Lease and the Non-Disturbance and Attornment Agreement) constitutes the entire and exclusive agreement between Landlord and Tenant relative to the Premises, including the Easements, herein described and "Lease" as such term is used herein shall include by definition all such exhibits, attachments and other documents. All prior or contemporaneous oral agreements, understandings and/or discussions relative to the leasing of the Premises, including the Easements, are merged in or revoked by this Lease. This Lease and said exhibits, attachments and other documents may be altered, amended or revoked only by instrument in writing signed by both Landlord and Tenant.

36. **Landlord's Authority to Execute Lease.** Landlord represents and warrants that this Lease and the execution hereof does not and will not conflict with or violate the Articles of Incorporation, By Laws,

BUILDING AND PARKING LOT SPACE LEASE

Initials: *POC*
Landlord
JA
Tenant

Partnership Agreement, Instrument of Trust or any other comparable document of Landlord or any agreement to which Landlord is a party or by which it or its assets are bound. Further, Landlord and each individual executing this Lease on behalf of Landlord represent and warrant that he/she is duly authorized to execute and deliver this Lease on behalf of Landlord and that this Lease is binding upon Landlord and enforceable against Landlord in accordance with its terms. Landlord shall, at its sole cost and expense, concurrently with its execution of this Lease (and at other times at Tenant's request), deliver to Tenant, without limitation, such resolutions, certificates, approvals, letter of conservatorship, Court orders and written assurances as Tenant may request authorizing and approving the execution of this Lease.

37. Addendum. Attached hereto is an addendum or addenda containing paragraphs 38 through 42 which constitutes a part of this Lease.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISIONS CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, DEMONSTRATE THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

ATTACHED EXHIBITS

EXHIBIT "A"	Legal Description of Property
EXHIBIT "B"	Plot Plan (Diagram of Property and Premises, including the Easement, and showing equipment to be included within Communications Facility)
EXHIBIT "C"	Permitted Title Exceptions
EXHIBIT "D"	Memorandum of Lease
EXHIBIT "E"	Non-Disturbance and Attornment Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease on the date first above written.

LANDLORD:

PATRICK A. O'CONNELL

By: Patrick A. O'Connell
Patrick A. O'Connell

By: _____
Its: _____

TENANT:

LOS ANGELES CELLULAR
TELEPHONE COMPANY,
A California general partnership

By: Mike Heil
Mike Heil

Its: President and General Manager

BUILDING AND PARKING LOT SPACE LEASE

Initials: POC
Landlord
M
Tenant

ADDENDUM TO THAT CERTAIN BUILDING AND PARKING LOT SPACE LEASE-
MULTI-TENANT, DATED FOR REFERENCE PURPOSES ONLY, JULY 20, 1991,
BETWEEN PATRICK O'CONNELL, AS LANDLORD,
AND L.A. CELLULAR TELEPHONE COMPANY, AS TENANT
FOR THE PREMISES AT 1123 SOUTH HATCHER STREET,
CITY OF INDUSTRY, CALIFORNIA

THIS ADDENDUM ("Addendum") amends that certain lease ("Lease") dated July 20, 1991, entered into by and between Patrick O'Connell, as Landlord, and Los Angeles Cellular Telephone Company, as Tenant. In consideration of the execution of the Lease, and the mutual promises contained below, Landlord and Tenant agree as follows:

38. Premises Description. With respect to the opening section of the Lease, the exact area to be leased by Tenant shall be an approximately 800 square foot section (to be demised in agreement between Landlord and Tenant and indicated on Exhibit "B" attached hereto) located in the extreme southeastern corner of the building and encompassing the existing pedestrian door in that location. Also included with the Lease are the two (2) identified and assigned parking spaces, which are the two (2) southerly-most parking spaces located adjacent to the above-described premises, at the southeastern corner of the building, one (1) space to be used for parking and the second space to be used for the erection of an antennae pole approximately forty-five (45) feet in height which will contain at its top an antennae array (as shown on Exhibit "B" attached hereto).
39. Security Deposit. Tenant shall deposit with Landlord upon execution hereof One Thousand Dollars (\$1,000.00) as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to the provisions of this Lease, Landlord may use, apply or retain all or a portion of said deposit for the payment of any rent or other charges in default or for the payment of or any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby.
40. Division of Subject Premises. The Tenant shall be responsible for the demising* of the subject premises, pursuant to applicable local building codes. Any costs or obligations pursuant to the demising of said space or the installation of Tenant's equipment in said space shall be solely the responsibility of the Tenant and Tenant shall perform all said work at its own cost and expense. It is contemplated that Tenant will demise the subject space by the installation of a one-hour fire wall separating the premises from the remainder of the building. The Tenant shall make whatever improvements and upgrades it deems necessary for its occupancy and these improvements and upgrades shall also be at Tenant's own expense.
41. Separate Utility Metering. If not already so existing, Tenant shall be obligated, at its sole expense, to separately meter said space for electricity. Should Tenant make a reasonable attempt to cause the separate metering of said space, and should that request be denied by either the utility or a governmental or quasi-governmental authority, then Tenant shall be responsible for sub-metering said space, at Tenant's sole expense, and for paying its pro rata share of said utilities.
42. Relocation. Notwithstanding anything contained herein to the contrary, during the term of this Lease or any option period(s) contemplated by the Lease, Landlord shall have the right to relocate the Tenant within the premises, should said relocation be necessary with respect to other tenants within the building. Should Landlord desire to relocate Tenant, Landlord shall have the right to do so, as long as Tenant is relocated within the property in a manner that will not adversely affect its ability to utilize the subject property, in the same manner in which it

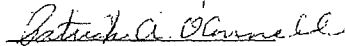
* for the construction of the demising walls separating the Premises from the balance of the Landlord's property.

is currently occupying and utilizing the premises and at the same rental rate as is then provided pursuant to the existing Lease. Landlord shall be responsible for the costs involved in relocating Tenant within the subject premises. During the relocation or reconstruction, Landlord shall be responsible for providing Tenant with adequate and appropriate facilities for Tenant to conduct its business at the premises, without any interruption of Tenant's business whatsoever.

IN WITNESS WHEREOF, the parties have executed the Lease and this Addendum on the date first written above.

Landlord:

PATRICK A. O'CONNELL




PATRICK A. O'CONNELL

Tenant:

LOS ANGELES CELLULAR
TELEPHONE COMPANY
a California general
partnership

By:


Mike Heil

Its: President
and General Manager

ENVIRONMENTAL LEASE ADDENDUM

1. **Landlord's Warranties and Representations:** Landlord represents and warrants that, to the best of Landlord's knowledge, (i) there have been no leaks, spills, releases, discharges, omissions, installation, or disposal of hazardous or toxic wastes, materials or substances (as such substances are regulated or may be regulated by any applicable local, state or federal laws or regulations) ("Hazardous Substances"), occurring on or affecting the Property or the improvements located thereon, if any, and (ii) the soil, ground water, or improvements, if any, on, in, under or about the Property is/are free of any Hazardous Substances. The term "Hazardous Substance" as used in this Lease shall not include small quantities of household or office supply materials maintained in commercial containers and used in the ordinary course of business.

2. **Mutual Indemnification:** Except to the extent that such Hazardous Substances are introduced into the Property solely as a result of Tenant's conduct, Landlord agrees to indemnify, defend (with counsel selected by Tenant) and hold Tenant harmless from any claims, judgements, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) or losses, including attorneys' fees, consultants' fees, and experts' fees which arise from or in connection with the presence or suspected presence of Hazardous Substances on, in, under or about the Property ("Claims"). Tenant agrees to indemnify, defend (with counsel selected by Landlord) and hold Landlord harmless from any and all Claims arising from the presence of Hazardous Substances on, in, under or about the Property the presence of which were solely a result of Tenant's conduct. Without limiting the generality of the foregoing, this indemnification obligation of Tenant and Landlord shall specifically cover costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state or local government agency or political subdivision, or by any third party resulting from the presence or the suspected presence of Hazardous Substances in, on, under or about the Property. Landlord's indemnification obligations shall also include Hazardous Substances released by Tenant's construction of improvements on the Property if the existence of such Hazardous Substances was not disclosed by Landlord to Tenant. Landlord's and Tenant's indemnification obligations shall survive the expiration or earlier termination of this Lease.

3. **Presence of Hazardous Substances:**

(a) Throughout the term of this Lease, Landlord shall immediately notify Tenant of the presence of or the release of a Hazardous Substances on, in, under or about the Property.

(b) Notwithstanding the terms of this Lease to the contrary, if Landlord has entered the Premises in connection with the presence or remediation of Hazardous Substances, whether or not Landlord has provided Tenant with prior written notice of such entry, Landlord shall thereafter immediately notify Tenant of such entry and the purpose of and actions taken by Landlord in connection with such entry.

(c) Due to the sensitive nature of the equipment maintained by Tenant at the Premises, if Hazardous Substances are present on, in, under or about the Premises or the Property (which presence was not caused or necessitated solely as a result of Tenant's conduct) and the presence thereon adversely affects the operation of Tenant's equipment, then Tenant shall have such rights as are provided elsewhere in this Lease for total damage to or destruction of the Premises or the Property.

Initials: POE
Landlord

W
Tenant

EXHIBIT A

3. The land referred to in this Lease is situated in the State of California,
County of LOS ANGELES and is described as follows:

PARCEL 1, IN THE CITY OF INDUSTRY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 202, FILED IN BOOK 165 PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

DESCRIPTION OF UNDERLYING PROPERTY:

PARCEL 1, IN THE CITY OF INDUSTRY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. AS SHOWN ON PARCEL MAP No. 202, FILED IN BOOK 165 PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION OF MONOPOLE SITE:

THAT PORTION OF THE ABOVE DESCRIBED UNDERLYING PROPERTY, THE BOUNDARY OF SAID SITE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID PROPERTY DISTANT THEREAT S63° 54' 24"E 103.73 FEET FROM ITS NORTHWESTERLY MOST TERMINUS THEREOF; THENCE, AT RIGHT ANGLE, N26° 05' 36"E 19.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, ALONG THE WALL OF AN EXISTING BLDG.,

- 1. N06° 16' 28" E 8.00 FEET; THENCE,
- 2. S83° 43' 32" E 8.00 FEET; THENCE,
- 3. S06° 16' 28" W 8.00 FEET; THENCE,
- 4. N83° 43' 32" W 8.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 64.00 SQUARE FEET; 0.0015 ACRES

ACCESS EASEMENT FOR L A C T :

TOGETHER WITH AN EASEMENT, 20.00 FEET WIDE, FOR INGRESS, EGRESS, ACCESS AND PARKING, FOR THE INSTALLATION AND MAINTENANCE OF FACILITIES, OVER AND ACROSS THOSE PORTIONS OF PARCELS 1 AND 2 OF ABOVE SAID PARCEL MAP No. 202, THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY MOST CORNER OF ABOVE SAID PARCEL 1; THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL 1,

- 1. N77°44'21"W 288.56 FEET; THENCE,
- 2. N83°53'00"W 114.18 FEET; THENCE,
- 3. S09°21'38"W 168.78 FEET; THENCE,
- 4. N83°43'32"W 18.75 FEET TO THE NORTHEASTERLY MOST CORNER OF THE ABOVE DESCRIBED MONOPOLE SITE.

EXCEPTING THEREFROM THOSE PORTIONS WITHIN HATCHER AVENUE AND THE ABOVE DESCRIBED MONOPOLE SITE.

THE ENDS OF BOTH SIDES OF SAID ACCESS EASEMENT ARE TO BE PROLONGED AND SHORTENED SO AS TO TERMINATE ON THE EAST-ERLY AT THE WESTERLY LINE OF HATCHER AVENUE AND ON THE WESTERLY AT THE EASTERLY WALL LINE OF THE LEASE SITE INSIDE AN EXISTING BLDG..

WD 1184

LACT CELL SITE 409.1

1123 S. HATCHER STREET
CITY OF INDUSTRY, CALIFORNIA

GPA GROUP, INC.

2328 R. LAKE AVENUE
ALBANY, CA 91001

GORDON N. POWERS R.C.E.32077 DATE

REV.	DATE	DESCRIPTION	BY

EXHIBIT B

BASIS OF BEARING:

THE BASIS OF BEARING USED FOR THIS MAP IS N77° 44' 21"W
BEING A COMMON LINE RECITED AS N77° 44' 21"W 288.56 FEET,
OF PARCELS 1 AND 2 OF PARCEL MAP No. 202, BOOK 165
PAGE 80, RECORDS OF THE COUNTY OF LOS ANGELES, STATE
OF CALIFORNIA.

BENCH MARK:

B.M. No. : RR-3
LOCATION : COUNTY OF LOS ANGELES
ELEVATION : 390.835 FEET
DESCRIPTION : BRASS CAP MONUMENT IN NORTH
CURB RAILROAD STREET 5 FEET EAST
OF DRIVEWAY TO BLDG. # 17355 LOCATED
IN CURVE ±700 FEET WEST OF HATCHER
STREET.

WD 1184

LACT CELL SITE 409.1

1123 S. HATCHER STREET
CITY OF INDUSTRY, CALIFORNIA

GPA GROUP, INC.

2325 N. LAKE AVENUE
ALTADENA, CA 91001

GORDON N. POWERS

R.C.E.32077 DATE

REV.	DATE	DESCRIPTION	BY

EXHIBIT B

NOTE:
ELECTRICAL AND TELEPHONE ACCESS EASEMENTS WILL BE LOCATED IN THE FIELD DURING CONSTRUCTION WHEN THE MOST FEASIBLE ROUTES CAN BE DETERMINED AND MUTUALLY ACCEPTED BY THE OWNER AND LEASEE. EASEMENTS TO BE ADDED TO THE LEASE EXHIBITS WHEN KNOWN.

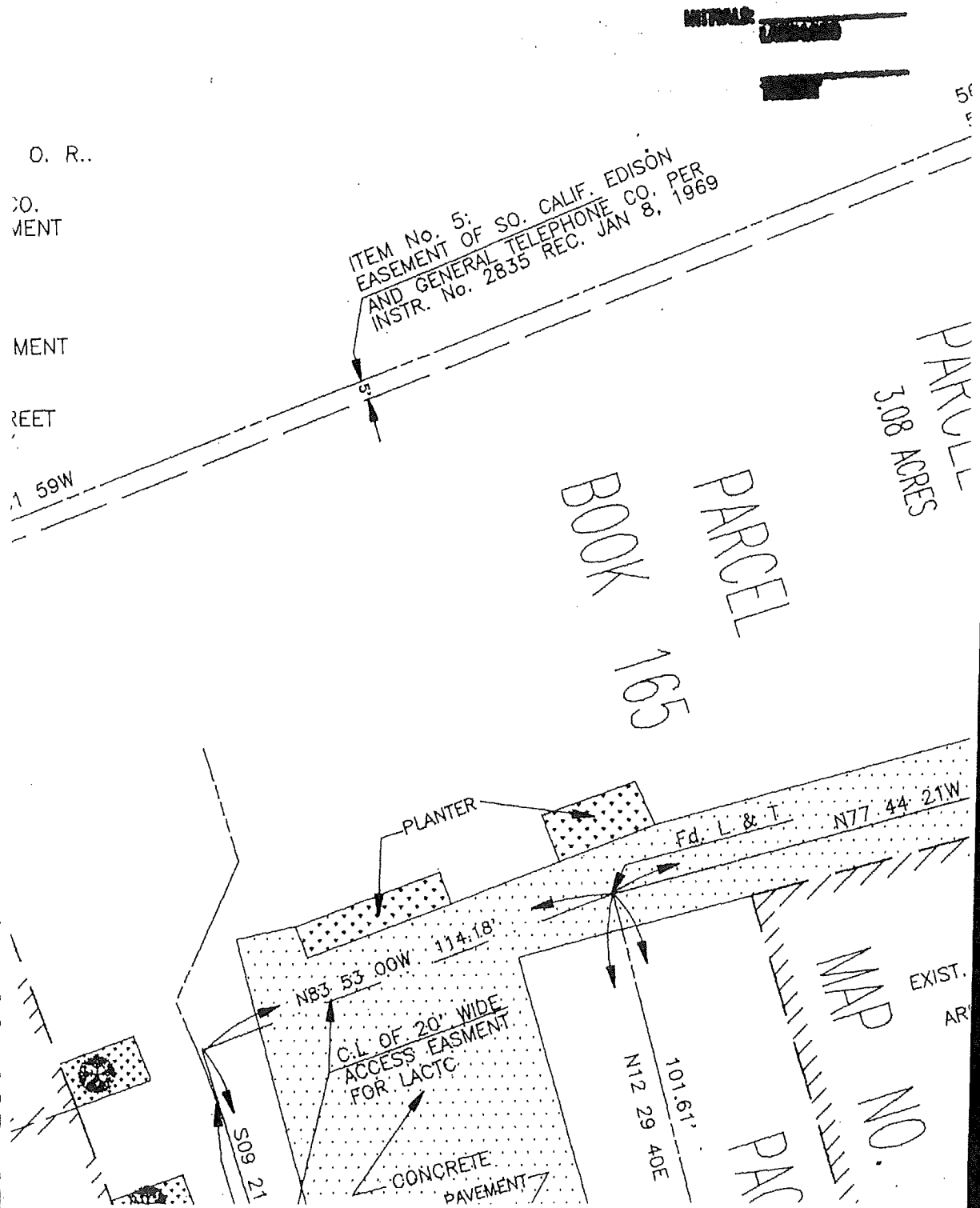
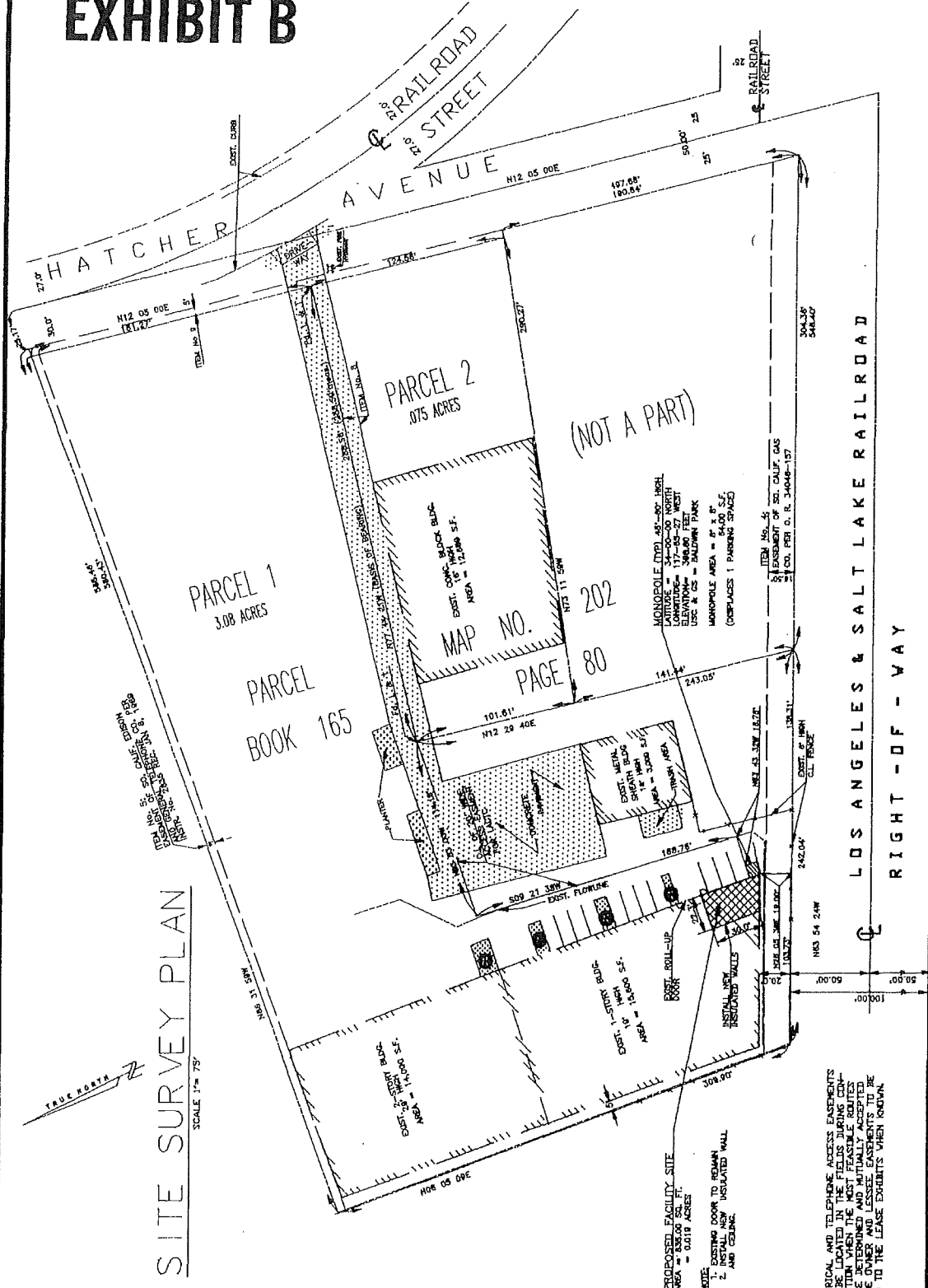


EXHIBIT B



INITIALS: _____
LANDLORD

TENANT

WD 1184

LACT CELL SITE 409.1
 1123 S. HATCHER STREET
 CITY OF INDUSTRY, CALIFORNIA

GPA GROUP INC.
 2325 N. LAKE AVENUE
 ALTADENA, CA. 91001

Gordon N. Powers
 GORDON N. POWERS R.C.E.32077 DATE 1-2-92

REV.	DATE	DESCRIPTION	BY
1	12/30/91	ADDED NOTE	VP

SCHEDULE A

EXHIBIT C

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

2. Title to said estate or interest at the date hereof is vested in:

PATRICK A. O'CONNELL, BY DEED DATED NOVEMBER 21, 1975 AND RECORDED APRIL 9, 1976 AS INSTRUMENT NO. 339.

3. The land referred to in this report is situated in the State of California,
County of LOS ANGELES and is described as follows:

PARCEL 1, IN THE CITY OF INDUSTRY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 202, FILED IN BOOK 165 PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SCHEDULE B

EXHIBIT C

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this report would be as follows:

- A 1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1991-92 WHICH ARE A LIEN NOT YET PAYABLE.
- B 2. PROPERTY TAXES FOR THE FISCAL YEAR SHOWN BELOW ARE PAID. FOR PRORATION PURPOSES THE AMOUNTS ARE:

FISCAL YEAR: 1990-1991
1ST INSTALLMENT: \$8,307.94
2ND INSTALLMENT: \$8,307.93
EXEMPTION: \$NONE
CODE AREA: 8267
ASSESSMENT NO: 8264-004-076
- C 3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.
- D 4. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, AN UNDIVIDED THREE-FOURTHS INTEREST AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, A CORPORATION, AN UNDIVIDED ONE-FOURTH INTEREST

PURPOSE: PIPE LINES
RECORDED: IN BOOK 28358 PAGE 181, OFFICIAL RECORDS AND AUGUST 18, 1950 IN BOOK 34046 PAGE 157, OFFICIAL RECORDS
AFFECTS: THE SOUTHERLY 10.00 FEET AND THE SOUTHERLY 16.50 FEET
- E 5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
PURPOSE: POLE LINES AND CONDUITS
RECORDED: JANUARY 8, 1969 AS INSTRUMENT NO. 2835
AFFECTS: THE NORTHERLY 5 FEET
- F 6. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT: \$199,653.25
DATED: NOVEMBER 24, 1975

SCHEDULE B
(continued)

EXHIBIT C

TRUSTOR: PATRICK O'CONNELL
TRUSTEE: TITLE INSURANCE AND TRUST COMPANY, A CALIFORNIA CORPORATION
BENEFICIARY: EUGENE SCOTT AND HELEN SCOTT, HUSBAND AND WIFE, JOINT TENANTS
RECORDED: APRIL 9, 1976 AS INSTRUMENT NO. 340

g) BY THE PROVISIONS OF AN AGREEMENT

DATED: MAY 12, 1983
EXECUTED BY: EUGENE SCOTT AND HELEN SCOTT
RECORDED: JUNE 10, 1983 AS INSTRUMENT NO. 83-655568

SAID INSTRUMENT WAS MADE SUBORDINATE TO THE LIEN OF THE DOCUMENT OR INTEREST RECORDED: EASEMENT RECORDED JUNE 10, 1983 AS INSTRUMENT NO. 83-655568

h NOTE:
IF THIS ITEM IS TO BE ELIMINATED FROM OUR POLICY OF TITLE INSURANCE, WHEN ISSUED, WE WILL REQUIRE THE FOLLOWING 48 HOURS PRIOR TO THE CLOSE OF ESCROW:

- (1) ORIGINAL NOTE
- (2) ORIGINAL DEED OF TRUST
- (3) SIGNED REQUEST FOR FULL RECONVEYANCE

i 7. SUCH RIGHT AS LIZZIE BENTHE O'CONNELL MAY HAVE UNDER THE PROVISIONS OF SECTION 5127 C. C. TO SET ASIDE THE DEED DATED NOVEMBER 21, 1975, RECORDED APRIL 9, 1976 AS INSTRUMENT NO. 339 AND THE DEED OF TRUST DATED NOVEMBER 24, 1975, RECORDED APRIL 9, 1976 AS INSTRUMENT NO. 340, IN THE AMOUNT OF \$199,653.25 WITHIN ONE YEAR FROM APRIL 9, 1976.

j 8. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION
PURPOSE: AN EASEMENT TO CONSTRUCT, USE, MAINTAIN, OPERATE, ALTER, ADD TO, REPAIR UNDERGROUND CONDUITS, WIRES
RECORDED: JUNE 23, 1976 AS INSTRUMENT NO. 3920
AFFECTS: TWO (2) STRIPS OF LAND EACH SIX (6) FEET IN WIDTH LYING WITHIN PARCEL 2 OF PARCEL MAP NO. 76, AS SHOWN ON MAP FILED IN BOOK 65 PAGE 25 OF PARCEL MAPS.

u STRIP NO. 2:

SCHEDULE B
(continued)

EXHIBIT C

THE CENTER LINE OF SAID STRIP OF LAND SIX (6) FEET IN WIDTH, IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID PARCEL 2, SAID POINT BEING DISTANT NORTH 77 DEGREES 44 MINUTES 12 SECONDS WEST 137 FEET ALONG SAID NORTHERLY LINE FROM SAID NORTHEASTERLY CORNER OF SAID PARCEL 2; THENCE SOUTH 12 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE HEREINABOVE DESCRIBED SAID STRIP NO. 1.

- K 9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: CITY OF INDUSTRY, A MUNICIPAL CORPORATION
PURPOSE: FOR STREET PURPOSES AS TO PARCEL 1, AND FOR LANDSCAPING AND PUBLIC UTILITY PURPOSES AS TO PARCEL 2
RECORDED: JUNE 10, 1983 AS INSTRUMENT NO. 83-655568
AFFECTS: PARCEL 1:

THE EASTERLY 5.00 FEET OF PARCELS 2 AND 3 OF CITY OF INDUSTRY PARCEL MAP NO. 76, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 65 PAGE 25 PARCEL MAP, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THE WESTERLY 4.00 FEET OF THE EASTERLY 9.00 FEET OF PARCELS 2 AND 3 OF CITY OF INDUSTRY PARCEL MAP NO. 76, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 65 PAGE 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

- L 10. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY A POLICY OR THE TRANSACTION CREATING THE INTEREST OF AN INSURED LENDER, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS.
- M 11. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
- N 12. ANY RIGHTS OF THE PARTIES IN POSSESSION OF SAID LAND, BASED ON ANY UNRECORDED LEASE, OR LEASES.
THE COMPANY WILL REQUIRE THAT A FULL COPY OF ANY UNRECORDED LEASE BE

SCHEDULE B
(continued)

EXHIBIT C

SUBMITTED TO US, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE.

o 13. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION OR BY A SURVEY OF SAID LAND THAT IS SATISFACTORY TO THIS COMPANY, OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.

P NOTE NO. 1: WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

PARTIES: RECORD OWNERS

(NOTE: THE STATEMENT OF INFORMATION IS NECESSARY TO COMPLETE THE SEARCH AND EXAMINATION OF TITLE UNDER THIS ORDER. ANY TITLE SEARCH INCLUDES MATTERS THAT ARE INDEXED BY NAME ONLY, AND HAVING A COMPLETED STATEMENT OF INFORMATION ASSISTS THE COMPANY IN THE ELIMINATION OF CERTAIN MATTERS WHICH APPEAR TO INVOLVE THE PARTIES BUT IN FACT AFFECT ANOTHER PARTY WITH THE SAME OR SIMILAR NAME. BE ASSURED THAT THE STATEMENT OF INFORMATION IS ESSENTIAL AND WILL BE KEPT STRICTLY CONFIDENTIAL TO THIS FILE.)

q NOTE NO. 2: THIS COMPANY WILL REQUIRE THAT THE SPOUSE OF THE VESTEE NAMED BELOW JOIN IN ANY CONVEYANCE OR ENCUMBRANCE BEFORE SUCH TRANSACTION CAN BE INSURED.

VESTEE: CITY OF INDUSTRY, A MUNICIPAL CORPORATION

R NOTE NO. 3: IF THIS COMPANY IS REQUESTED TO DISBURSE FUNDS IN CONNECTION WITH THIS TRANSACTION, CHAPTER 598, STATUTES OF 1989 MANDATES HOLD PERIODS FOR CHECKS DEPOSITED TO ESCROW OR SUB-ESCROW ACCOUNTS. THE MANDATORY HOLD PERIOD FOR CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS IS ONE BUSINESS DAY AFTER THE DAY DEPOSITED. OTHER CHECKS REQUIRE A HOLD PERIOD OF FROM THREE TO SEVEN BUSINESS DAYS AFTER THE DAY DEPOSITED. IN THE EVENT THAT THE PARTIES TO THE CONTEMPLATED TRANSACTION WISH TO RECORD PRIOR TO THE TIME THAT THE FUNDS ARE AVAILABLE FOR DISBURSEMENT (AND SUBJECT TO COMPANY APPROVAL), THE COMPANY WILL REQUIRE THE PRIOR WRITTEN CONSENT OF THE PARTIES. UPON REQUEST, A FORM ACCEPTABLE TO THE COMPANY AUTHORIZING SAID EARLY RECORDING MAY BE PROVIDED TO ESCROW FOR EXECUTION.

WIRE TRANSFERS

THERE IS NO MANDATED HOLD PERIOD FOR FUNDS DEPOSITED BY CONFIRMED WIRE TRANSFER. THE COMPANY MAY DISBURSE SUCH FUNDS THE SAME DAY.

CHICAGO TITLE WILL DISBURSE BY WIRE (WIRE-OUT) ONLY COLLECTED FUNDS

Order No: 9117212 -63

Page 5

SCHEDULE B
(continued)

EXHIBIT C

OR FUNDS RECEIVED BY CONFIRMED WIRE (WIRE-IN). THE FEE FOR EACH WIRE-OUT IS \$25.00. THE COMPANY'S WIRE-IN INSTRUCTIONS ARE:

WIRE-IN INSTRUCTIONS FOR SECURITY PACIFIC

TO: SECURITY PACIFIC NATIONAL BANK
333 SOUTH HOPE STREET
LOS ANGELES, CA 90051

ABA #122000043

FOR THE CREDIT OF:

CHICAGO TITLE COMPANY
1717 WALNUT GROVE
ROSEMEAD, CA. 91770

DEPOSITED TO:

ACCOUNT #149-123226 PASADENA SUB-ESCROW

ORDER NO.: 9117212

ADDITIONAL COMMENTS:

UPON RECEIPT NOTIFY
SECURITY PACIFIC NATIONAL BANK
FOOTHILL & ROSEMEAD
BRANCH #149 (818)304-3181

s NOTE NO. 4: WHEN THIS TITLE ORDER CLOSSES AND IF CHICAGO TITLE IS HANDLING LOAN PROCEEDS THROUGH SUB-ESCROW, ALL TITLE CHARGES AND EXPENSES NORMALLY BILLED, WILL BE DEDUCTED FROM THOSE LOAN PROCEEDS (TITLE CHARGES AND EXPENSES WOULD INCLUDE TITLE PREMIUMS, ANY TAX OR BOND ADVANCES, DOCUMENTARY TRANSFER TAX AND RECORDING FEES, ETC.).

PLATS
KS/AI

EXHIBIT C

SUPPLEMENTAL REPORT

Issuing Office:
CHICAGO TITLE COMPANY
300 SOUTH GRAND, SUITE 700
LOS ANGELES, CA 90071
(213)617-6300


CHICAGO TITLE
800 SOUTH FIGUEROA ST. SUITE 1100
LOS ANGELES, CA.

Attn: IDA HENSLEY

Order Ref: NBU 973296-57
Your Ref: LA CELLULAR
Order No: 009117212 - 63

CELL SITE NO. 409.1

Dated as of: DECEMBER 19. 1991 at 7:30 A.M.



Title Officer *****

The above numbered report dated July 23, 1991 (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following:

PLEASE BE ADVISED THAT ITEM NUMBER(S) 7 IS/ARE HEREBY ELIMINATED.



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Los Angeles Cellular Telephone Company
6045 East Slauson Avenue
Los Angeles, California 90040
Attention: Vice President of Operations and Engineering

EXHIBIT "D"
MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum of Lease") is made this 20th day of July, 1991,
between Patrick A. O'Connell
as Landlord ("Landlord") and LOS ANGELES CELLULAR TELEPHONE COMPANY, a California general partnership, as Tenant
("Tenant"), who agree as follows:

Landlord has leased to Tenant and Tenant has leased from Landlord those certain portions of that certain Property, more particularly described in the Lease ("Premises"), in the City of Industry, County of Los Angeles, State of California, commonly known as 1123 South Hatcher Street, more particularly described in Exhibit "A" attached hereto ("Property"), for a term commencing on August 1, 1991, and ending sixty-nine (69) months thereafter ("Initial Term"), with an option of Tenant to extend the Initial Term for three (3) consecutive periods of five (5) years each ("Additional Terms"), on the terms and conditions set forth in said Lease, all the terms and conditions of which Lease, including, without limitation, the Easements as more particularly described therein, are made a part hereof as though fully set forth herein. During the Initial Term and any Additional Terms of the Lease, Landlord shall not subordinate the Lease to any deed of trust or other Senior Interest without obtaining a Non-Disturbance and Atornment Agreement from the proposed lender or other Senior Interest holder, nor shall it permit the construction of any improvements on any property controlled by Landlord which might interfere or compete with Tenant's use of the Premises, including the optimum functioning of its Communications Facility located thereon, all as more fully set forth in the Lease.

Tenant shall have the absolute and unconditional right from time to time to grant to any person or entity a security interest (including, without limitation, a security interest of first lien priority) in some or all of the Communications Facility and/or any of Tenant's furniture, fixtures, equipment and/or other property utilized or to be utilized in connection therewith ("Equipment Financing") and/or to assign or pledge Tenant's interest in this Lease and the Premises, including the Easements, to any person or entity for purposes of financing its equipment or for the operation of its business ("Leasehold Assignment"), and to record against Tenant's interest in the Premises any instruments or documents as may be required with respect to such Equipment Financing or Leasehold Assignment. Landlord understands and agrees that Landlord shall not acquire any right to or interest in the Communications Facility and/or any of Tenant's furniture, fixtures, equipment and/or other property utilized or to be utilized in connection therewith notwithstanding the law of fixtures and/or the manner in which same are affixed to or placed on the Premises or otherwise. Accordingly, Landlord understands and agrees that Landlord shall not grant, create or purport to grant or create any security interest whatsoever in the Communications Facility and/or any of Tenant's furniture, fixtures, equipment and/or other property utilized or to be utilized in connection therewith.

This Memorandum of Lease is prepared for the purpose of recordation, and in no way modifies the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease on the date first above written.

LANDLORD:

Patrick A. O'Connell

By: Patrick A. O'Connell
Its: Patrick A. O'Connell

By: _____
Its: _____

TENANT:

LOS ANGELES CELLULAR TELEPHONE
COMPANY, a California general partnership

By: Mike Heil
~~Brian B. Pemberton~~ Mike Heil
Its: President and General Manager

[Acknowledgments to be affixed to this signature page.]
[Legal Description of Property to be attached as Exhibit "A" to this document]

GROUND LEASE

Initials: POC
Landlord
MH
Tenant

EXHIBIT A

3. The land referred to in this Lease is situated in the State of California,
County of LOS ANGELES and is described as follows:

PARCEL 1, IN THE CITY OF INDUSTRY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 202, FILED IN BOOK 165 PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Cellular Telephone Company
6045 East Slauson Avenue
Los Angeles, California 90040
Attention: Vice President of Operations and Engineering

EXHIBIT "E"
NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (Agreement") is made this _____ day of _____, 19____ by and between _____, a _____ corporation (hereinafter called "Lender"), its successors and assigns (including, but not limited to, the holder of the Note and Deed of Trust hereinafter described), and Los Angeles Cellular Telephone Company, a California general partnership (hereinafter called "Tenant"), which is the tenant under a Lease between Tenant and PATRICK A. O'CONNELL, ("Landlord"), dated _____ ("Lease"), pertaining to those certain portions of that certain Property, more particularly described in the Lease ("Premises"), in the City of INDUSTRY, County of LOS ANGELES, State of California, commonly known as 1123 South Hatcher Street and more fully described in Exhibit "A" attached hereto (hereinafter called the "Property").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Lender hereby warrant and represent and agree with each other as of the date hereof, as follows:

1. Lender hereby consents to and approves the Lease and all the terms and conditions thereof, including, without limitation, the construction and operation of Tenant's "Communications Facility," as provided therein.

2. The Lease and any and all extensions, modifications and renewals thereof and all of Tenant's rights and interest therein and thereunder are hereby subjected and subordinated to, and are declared to be subject and subordinate to that certain Deed of Trust from Landlord or Landlord's predecessor in interest to Lender, and all extensions, modifications and renewals thereof or of the indebtedness secured thereby, given as security for certain loan obligations from Landlord or Landlord's predecessor in interest to Lender and recorded in the Recorder's Office of the County of _____, on _____, 19____, as instrument no. _____, and pertaining to the Property (such Deed of Trust and all extensions, modifications and renewals thereof are referred to herein as the "Deed of Trust"), to the same extent as if the Deed of Trust documents had been executed, delivered and recorded prior to the execution of the Lease.

3. Tenant's subordination is upon and subject to the express conditions that:
a. So long as Tenant continues to pay the rent as provided for in the Lease and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and provisions thereof, Lender shall not disturb the rights to possession and enjoyment of Tenant in and to the Premises, including the Easements, as set forth in the Lease, nor shall the leasehold estate granted by the Lease be affected in any manner whatsoever, nor the obligations of the parties thereunder be modified or amended in any way, notwithstanding any foreclosure or proceedings in lieu thereof affecting the Premises and whether or not Tenant is made a party thereto; and
b. Upon passing of title to the Premises to the Lender or to any other party in any foreclosure or proceedings in lieu thereof, the party acquiring such title shall thereupon during the period of such party's ownership, by virtue of such acquisition of title and continued ownership and without the execution of any further instruments or documents, be deemed to be the landlord for all purposes of the Lease during the period of such ownership and be deemed to have assumed the full and complete performance of all the obligations of Landlord as set forth in the Lease which accrue during the period of such ownership; and
c. If Lender shall take possession, without acquiring title thereto, but in such a manner as to be entitled to receive rents therefor, Lender shall, in addition, be deemed to have assumed all the obligations of Landlord set forth in the Lease accruing during such period of possession.

4. Lender, by its execution and acceptance of this Agreement, agrees that in the event Lender takes possession of the Property as note-holder-in-possession, by foreclosure of the Deed of Trust or by acquisition of title in lieu of foreclosure, not to affect or disturb Tenant's right to possession of the Premises in the exercise of Lender's rights so long as the Lease has not expired by its terms, and Tenant has not been determined by a court of competent jurisdiction to be in default under any of the material terms, covenants or conditions of the Lease. In the event that Lender or any other party succeeds to the interest of Landlord under the Lease by foreclosure or by acquisition of title to the Property in lieu of foreclosure, or any other action taken under the Deed of Trust by Lender, or in the event that Lender exercises the rights granted to it by any assignment, Tenant hereby agrees to be bound to Lender or such other party under all of the terms, covenants and conditions of the Lease; and, Tenant agrees that it shall attorn to, and be liable to and recognize Lender or such other party as Tenant's new landlord for the balance of the term of the Lease upon and subject to all the terms and conditions thereof, and Landlord and Tenant both agree that the Lease and the rights of Tenant thereunder, including such rights to the Easements, shall continue in full force and effect as a direct lease between Tenant and Lender or such other party upon all the terms, covenants and agreements set out in the Lease, and the rights of Tenant thereunder shall not be terminated or disturbed except in accordance with the terms and provisions of the Lease, and Tenant shall thereafter make the rental payments set out in the Lease as instructed by written notice by Lender or such other party, forwarded to Tenant by certified mail, return receipt requested or registered mail, postage pre-paid. Such non-disturbance

GROUND LEASE

Initials: POC
Landlord
M
Tenant

and attornment shall be effective and self operative without the execution of any further instrument by Lender and Tenant immediately upon the succession by Lender or such other party to the interest of Landlord under the Lease; and the respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extension or renewal permitted thereby, shall be and are the same as are now set forth in the Lease or as it may have been modified with Lender's consent, if required.

5. Lender understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Deed of Trust and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Lender shall acquire no interest in any furniture, fixtures, equipment and/or other property installed by Tenant on the Property. Lender hereby expressly waives any interest which Lender may have or acquire with respect to such furniture, fixtures, equipment and/or other property of Tenant now, or hereafter, located on or affixed to the Premises or any portion thereof and Lender hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

This Agreement shall be binding on and inure to the benefit of Tenant, Lender and their respective successors and assigns. Landlord joins in this Agreement for the purpose of consenting to the provisions hereof and agrees to be bound hereby.

IN WITNESS WHEREOF, Tenant, Landlord and Lender have caused this Agreement to be executed the date first above written.

LANDLORD:

PATRICK A. O'CONNELL

By: Patrick A. O'Connell
Its: PATRICK A. O'CONNELL
OWNER

TENANT:

LOS ANGELES CELLULAR TELEPHONE COMPANY, a California general partnership

By: Mike Heil
Its: ~~BRUCE B. BROWN~~ MIKE HEIL
President and General Manager

By: _____
Its: _____

LENDER:

By: _____
Its: _____
By: _____
Its: _____

[Acknowledgments to be affixed to this signature page]
[Legal Description of Property to be attached as Exhibit "A" to this document.]

Initials: POC
Landlord
M
Tenant

EXHIBIT A

3. The land referred to in this Lease is situated in the State of California,
County of LOS ANGELES and is described as follows:

PARCEL 1, IN THE CITY OF INDUSTRY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 202, FILED IN BOOK 165 PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering
Sean Calvillo, Project Manager CNC Engineering *SC*

DATE: December 13, 2018

SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., for Landfill Operation, Monitoring and Maintenance Consulting Services for a total Agreement amount not to exceed \$1,001,416.00 through December 31, 2021

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") has been 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 is performed in accordance with the SCAQMD Rule 1150.1.

SCS provides 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.

On October 13, 2016, Council approved a Professional Services Agreement with SCS to provide landfill operation, monitoring and maintenance consulting services through October 13, 2017.

On September 14, 2017, Council approved Amendment No. 1 to the Professional Service 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 services provided during the extension.

On January 11, 2018, Council approved Amendment No. 2 to the Professional Services Agreement to extend the agreement for a period of one year from January 11, 2018 through January 11, 2019, and to increase the compensation by \$188,000.00 to cover the services provided during the extension.

Discussion:

Amendment No. 3 to the Professional Services Agreement will extend the term of the Agreement from January 11, 2019 through December 31, 2021. An increase to the compensation of the Agreement in the amount of \$594,083.00 is also being requested to cover the routine weekly, monthly, quarterly and annual operation, monitoring and maintenance services for the Landfill Gas Collection and Control System located at the Industry Hills Landfill. There is no change to the scope of services as listed in the original Agreement.

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
Amendment No. 3 to Professional Services Agreement	\$594,083.00
Total	\$1,001,416.00

Fiscal Impact:

The fiscal year 2017-2018 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 \$594,083.00 is being requested for Amendment No. 3 to the Professional Services Agreement.

Recommendations:

- 1.) Approve Amendment No. 3 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc.; and
- 2.) Appropriate \$594,083.00 to General Fund – Industry Hills Maintenance – Landfill Gas/Tanks (Account No. 100-627-8535).

Exhibit:

- A. Amendment No. 3 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dated December 13, 2018

EXHIBIT A

Amendment No. 3 to the Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dated December 13, 2018

[Attached]

**AMENDMENT NO. 3
TO AGREEMENT FOR CONSULTING SERVICES WITH STEARNS, CONRAD AND
SCHMIDT, CONSULTING ENGINEERS, INC.**

This Amendment No. 3 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 13th day of December, 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 Consultant, 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 Consultant to increase the compensation by \$31,333.00 and extend the term of the Agreement through December 31, 2017; and

WHEREAS, on or about January 11, 2018, the City, approved Amendment No. 2 to the Professional Services Agreement for Consulting Services with Consultant to increase the compensation by \$188,000.00 and extend the term of the Agreement through January 11, 2019; and

WHEREAS, the Parties desire to amend the Agreement to extend the term to December 31, 2021 for continued services, and

WHEREAS, given the extension of the term of the Agreement, the Parties desire to amend the Agreement to increase compensation of the Agreement by \$594,083.00; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 3, 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, 2021, 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 One Million One Thousand Four Hundred Sixteen Dollars (\$1,001,416.00) for the total Term of the Agreement unless additional payment is approved as provided in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

**“CITY”
CITY OF INDUSTRY**

**“CONSULTANT”
STEARNS, CONRAD AND SCHMIDT
CONSULTING ENGINEERS, INC.**

By: _____
Troy Helling, City Manager

By: _____
Joseph J. Miller, P.E., Vice President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 3:

**AGREEMENT FOR CONSULTING SERVICES WITH STEARNS, CONRAD AND
SCHMIDT, CONSULTING ENGINEERS, INC. DATED OCTOBER 13, 2016**

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.

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: 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 and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

"CONSULTANT"
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)

Technical Field Personnel	Rate (\$)/Hour
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

Management/Support Personnel	Rate (\$)/Hour
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

Engineering Personnel Fee Schedule	Rate (\$)/Hour
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 Rate50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

Water Level Indicator:

- Daily Rate20/day
- Weekly Rate..... 60/week
- Monthly Rate 180/month

100-Foot Temperature Probe:

- Daily Rate15/day
- Weekly Rate..... 45/week
- Monthly Rate 135/month

Teflon Well Bailer 10/each
 Vacuum Box/Carbon Canister and Blower150/day
 Tool Truck144/day

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

- Daily Rate50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

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

- Daily Rate90/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

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

- Daily Rate175/day
- Weekly Rate..... 525/week
- Monthly Rate 1,575/month

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

- Daily Rate300/day
- Weekly Rate..... 900/week
- Monthly Rate 2,700/month

Rate (\$)

618 P.E. Fusion Machine and Tool Truck:

- Daily Rate400/day
- Weekly Rate..... 1,500/week
- Monthly Rate 4,000/month

Trackstar 500 Fusion Machine:

- Daily Rate425/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 Gun120/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 Rate65/day

Generator (8,000 Watt):

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

Isolation Pinch-off Tools:

- Daily Rate25/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 Rate35/day
- Weekly Rate..... 105/week
- Monthly Rate 315/month
- SCBA55/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. 7.1



CITY OF INDUSTRY

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Troy Helling, Acting City Manager *TH*

Staff: Dina Lomeli, Consultant Associate Planner *DL*
Nathalie Vasquez, Consultant Assistant Planner II *NV*

Date: December 13, 2018

Subject: Development Plan 17-5, 16601- 16965 Chestnut Street

Overview:

Section 17.36.020 of the Municipal Code requires approval of a Development Plan by the City Council for new construction. Development Plan Application 17-5 is proposed by Panattoni Development Company for the development of an industrial site. The proposed project is for the development of a truck terminal yard facility with approximately 541 storage/parking spaces to store containers, located on an underutilized 25 acre portion of the Southern California Edison ("SCE") linear easement. Three zone exceptions that are currently in effect, and which run with the property, were approved on July 10, 2008, that consist of: (1) permitting construction of a screen wall within the required thirty foot setback from the curb of the street; (2) allowing the property to be developed with less than the required 12% landscaping of the total lot area and; (3) eliminating the requirement of a sidewalk adjacent to the curb of the street. These exceptions are still valid because they run with the land. A development plan was approved on July 10, 2008 to construct a similar storage container project, however pursuant to the conditions of approval, the plan expired after one year due to inactivity.

Location and Surroundings

As shown on the location map (Exhibit A), the project site is located at 16601 to 16965 Chestnut Street. It is bounded to the north by San Jose Creek and to the west by Union Pacific Railroad and to the south by Chestnut Street with approximately 3,780 feet of frontage, and on the west side of Anaheim Puente Road with an approximate frontage of 138 feet. The site is approximately 25 acres in size and is comprised of Los Angeles County Tax Assessor Parcel Number (APN) 8242-012-812, 903, 904; 8242-016-802, 506, 807; 8242-013-002, 841, 902, 903, and is currently partially developed with multiple timber and steel electric transmission towers and power lines belonging to SCE.

Staff Analysis:

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

Property

As shown on the site plan (Exhibit B) the existing site is partially developed with multiple timber and steel electric transmission towers and power lines. The proposed project is for the storage and staging of cargo containers queued for distribution via the Union Pacific Railway. The proposed construction consists of two pre-manufactured guard sheds and the site will be graded and paved.

The property is broken up into two sections based on access because of the limitations the Edison towers have created, therefore Parking lot A is the acreage furthest east, bounded by Anaheim Puente Road and with an approximate frontage of 826 feet along Chestnut Street. Parking lot B is the acreage on the westerly portion of the project, with an approximate frontage of 2,976 feet along Chestnut Street. The project will have a total of 532 trailer storage spaces, and nine parking spaces:

- 417 Trailer storage spaces (10'x55');
- 59 Trailer storage spaces (10'x50');
- 56 Trailer storage spaces (10' X 30');
- 9 conventional vehicle parking spaces which includes one ADA accessible parking space.

Due to the irregular shape of the 25 acres, and the physical constraints of the property, the proposed use of a terminal facility is a good alternative for an underutilized property. The project will be graded and paved and will be screened with alternating screening materials such as a block wall and wrought iron fencing.

Access

The property is served by several streets adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. The property is an irregular shaped lot, Parking Lot A will have two new driveways that are accessed from Chestnut Street and will be a minimum of 26 feet wide. Parking Lot B will have a total of four driveways, two will be new driveways that are a minimum of 26 feet and two existing emergency only driveways that are 24 feet wide. The proposed drive aisle meet the City's minimum drive aisle width of 26 feet.

Compatibility

The proposed terminal facility is an industrial use that has similar functions as the existing surrounding uses because it will be storing the containers and trucks that surrounding business use and store for their daily operations. Therefore the project is compatible with the surrounding properties and land uses. The project is located in an urbanized area and is surrounded by various industrial uses to the north, south and west. To the east of the property there are two existing residential homes, as a result the corner lot which has approximately 155 feet of frontage on Chestnut Street and approximately 144 feet of frontage on Anaheim Puente Road will remain the same and will not be used for the terminal facility. Due to the irregular shape of the 25 acres and the physical constraints of the property, the proposed truck terminal yard is a good alternative. The project will be graded and paved and will be screened with alternating screening materials such as a block wall and wrought iron fence.

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. On July 10, 2008 a zone exception was approved and this exception runs

with the land which allowed the 25 acre site to be developed with less than the required 12% landscaping of the total lot area. Therefore, the proposed landscaping is 43,115 square feet a total of four percent of proposed landscaping.

Parking

Per Section 17.12.60.K. of the Zoning Code, parking is based on the proposed square footage of building area. There are two proposed guard sheds for the purpose of security that have a total square footage of 480 square feet, with a minimum parking requirement of one parking space. Because the proposed use for the property is a terminal yard for storing containers, there are a total of 532 parking stalls that will consist of the following trailer storage spaces: 417 Trailer storage spaces (10'x55'); 59 Trailer storage spaces (10'x50'); 56 Trailer storage spaces (10' X 30'). There are also nine conventional vehicle parking spaces which includes one ADA accessible parking space.

Environmental Analysis

An Initial Study and Mitigated Negative Declaration ("IS/MND") has been prepared in accordance with the California Environmental Quality Act ("CEQA") to determine if the proposed use could have a significant impact on the environment. The proposed project has the potential for significant effects in environmental topics that include Aesthetics, Hazards and Hazardous Materials and Tribal Cultural resources, but each of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed IS/MND. The mitigation measures are contained in a Mitigated Negative Declaration, which has been prepared in conformance with Section 21081.6 of the Public Resources Code and which provides a vehicle to monitor compliance with the mitigation measures (Exhibit F, Attachment 3).

The Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit E, Attachment 2) was posted on the site, fire stations, City Hall and Council Chambers, and published in the San Gabriel Valley Tribune on October 11, 2018.

Fiscal Impact

The project's fiscal impact will include increased property tax revenue to the City.

Recommendation

Because the Development Plan proposes a project that complies with the development standards of the Municipal Code, does not pose a significant impact on the environment, and satisfies the above-mentioned findings, Staff recommends that the City Council:

- 1) Adopt Resolution No. CC 2018-54 (Exhibit D) approving the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; and
- 2) Adopt Resolution No. CC 2018-53 (Exhibit E) approving Development Plan No. 17-5 with the Standard Requirements and Conditions of Approval contained in the Resolution.

Exhibits

- Exhibit A: Location Map
- Exhibit B: Site Plan
- Exhibit C: Elevations

- Exhibit D: Elevations
- Exhibit E: Notice of Intent
- Exhibit F: Resolution No. CC 2018-54 including the Notice of Intent to Adopt a Mitigated Negative Declaration for Development Plan 17-5; Initial Study/Mitigated Negative Declaration for Panattoni Development for a truck terminal facility, October 11, 2018; and Mitigation Monitoring and Reporting Program
- Exhibit G: Resolution No. CC 2018-53 approving Development Plan No. 17-5 with the Standard Requirements and Conditions of Approval contained in the Resolution

Exhibit A



Location Map - DP 17-05

[Attached]



FIGURE 2-2: AERIAL PHOTOGRAPH OF PROJECT SITE



-  Project Limits
-  City of Industry



CITY OF INDUSTRY

16601-16965 E. Chestnut St.
Transportation Terminal Facility

Source: Esri, Los Angeles County, City of Industry

Exhibit B

Site Plan - DP 17-05

[Attached]

Exhibit D

Elevations - DP 17-05

[Attached]





Exhibit E

Notice of Intent - DP 17-05

[Attached]



CITY OF INDUSTRY

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

**NOTICE OF INTENT TO ADOPT A
MITIGATED NEGATIVE DECLARATION
DEVELOPMENT PLAN 17-05
16601-16965 EAST CHESTNUT STREET, 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 17-5 is proposed by Panattoni Development Company to allow for the construction of a new 541 storage/parking spaces located on a 25 acre portion of the Southern California Edison (CE) linear easement located at 16601 – 16965 Chestnut Street. The proposed facility would be used for the storage of containers, trucks and trailers for distribution via the Union Pacific freight yard located directly north of the project site.

Location: the proposed project is located at 16601-16965 East Chestnut Street, City of Industry, and Los Angeles County (APN: 8242-012-812, 903, 904, 904; 8242-016-802, 506, 807; 8242-013-002, 841, 902, 903)

Environmental Determination: It has been determined through an Initial Study ("IS") that the proposed project has the potential for significant effects in environmental topics that include Aesthetics, Hazards and Hazardous Materials and Tribal Cultural Resources, but each of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed Mitigated Negative Declaration.

The project site is not included on any lists of hazardous waste sites enumerated pursuant to Section 65962.5 of the California Government Code (Cortese List).

The Initial Study/Environmental Checklist that has been prepared for the project recommends that the lead agency adopt a Mitigated Negative Declaration for the project pursuant to Section 21080 (c) of the Public Resources Code.

Public Review and Comment Period: Copies of the proposed Mitigated Negative Declaration and Initial Study are available in the Planning Department at the address listed below or via www.cityofindustry.org. **A 20-day public review period for the Mitigated Negative Declaration begins October 11, 2018, and ends October 30, 2018.** Written comments on the adequacy of the document must be received by the City prior to 5:00 PM on October 30, 2018. If you would like to comment, please send written comments to:

Dina Lomeli, Consultant Associate Planner
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744
dlomeli@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 December 13, 2018, 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.

Exhibit F

Resolution No. CC 2018-54 - DP 17-05

[Attached]

RESOLUTION NO. PC 2018-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR DEVELOPMENT PLAN NO. 17-5 TO ALLOW THE DEVELOPMENT OF A TRUCK TERMINAL YARD FACILITY LOCATED AT 16601-16965 CHESTNUT AVENUE IN THE CITY OF INDUSTRY, WITHIN THE "I" INDUSTRIAL ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, on March 3, 2017, Panattoni Development Company, Inc, ("Applicant") filed an application requesting the approval of Development Plan ("DP") No. 17-5 described herein ("Application"); and

WHEREAS, the Application applies to a 25 acre property at 16601-16965 Chestnut Avenue, City of Industry, California, Assessor's Parcel Numbers 8242-012-812, 903, 904; 8242-016-802, 506, 807; 8242-013-002, 841, 902, 903, ("Property"); and

WHEREAS, the Applicant desires to construct a terminal facility for the storage and staging of cargo containers queued for distribution via the Union Pacific Railway, within the City's "I" Industrial Zoning designation. The proposed construction consists of two pre-manufactured guard shacks, and the site will be graded and paved (the "Project"). In accordance with Section 17.36.020 of the City's Municipal Code ("Code"), a Development Plan is required for this type of activity; and

WHEREAS, on July 10, 2008, the City Council approved three zone exceptions that consist of (1) permitting construction of a screen wall within the required thirty foot setback from the curb of the street; (2) allowing the Property to be developed with less than the required 12% landscaping of the total lot area and; (3) eliminating the requirement of a sidewalk adjacent to the curb of the street; and

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

WHEREAS, 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 mitigated negative declaration ("IS/MND") analyzing the proposed Project and concluding that approval of the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the Initial Study/Mitigated Negative Declaration was circulated for public and agency review and comment on October 11, 2018, through and including, October 30, 2018. Copies of the IS/MND were made available to the public at the Planning Department on October 11, 2018, and the IS/MND was distributed to interested parties and agencies. On October 11, 2018, a Notice of Intent to Adopt a Mitigated Negative Declaration (Attachment 1), including the time and place of the City Council meeting to review the Application and the IS/MND, 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/MND concluded that implementation of the Project could result in a significant effect on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level. The mitigation measures address Aesthetics, Hazards and Hazardous Materials and Tribal Cultural Resources, but each of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed Mitigated Negative Declaration and MMRP; and

WHEREAS, on December 13, 2018, the City Council of the City of Industry conducted a duly noticed public meeting to consider the IS/MND and MMRP, and considered all testimony written and oral; and

WHEREAS, the City Council has reviewed and carefully considered the information in the IS/MND and the MMRP, including all comment letters submitted, and makes the findings contained in this Resolution, and adopts the Initial Study/Mitigated Negative Declaration and the MMRP, 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 DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1: That based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, 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/MND and MMRP, 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 December 13, 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/MND 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 E. 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 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 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/MND and MMRP for the Project, including all comments received on the IS/MND, and based on the entirety of the record, as described above, the City Council, exercising its independent judgment and analysis, makes the following findings regarding the environmental analysis of the Project:
 - i. Design features of the Project, as well as the mitigation measures proposed in the IS/MND and included in the MMRP, will operate to ensure the impacts of the proposed Project will not exceed established CEQA thresholds of significance. Therefore, and as further documented in the IS/MND for the Project, additional mitigation measures beyond those established in the MMRP are not required for the Project.
 - ii. For the reasons stated in this Resolution, the City Council finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.
- f. That the City Council of the City of Industry hereby makes the findings contained in this Resolution, and adopts the IS/MND for the Project, including the MMRP.

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 December 13, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Juliane Gutierrez-Robles, Deputy City Clerk

Attachment 1

IS/MND and MMRP – Development Plan 17-5

[Attached]

Draft Initial Study and Mitigated Negative Declaration

Chestnut Street

Terminal Facility

16601-16965 E. Chestnut Street
Industry, CA 91748

Prepared for:

City of Industry

15625 East Stafford Street
Industry, CA 91744



Prepared by:

CASC Engineering and Consulting, Inc.
1470 E. Cooley Dr.
Colton, CA 92324

August 28, 2018

TABLE OF CONTENTS

<i>Title</i>	<i>Page No.</i>
Chapter 1 – Introduction	
1.1 Purpose and Authority	4
1.2 Documents Incorporated by Reference	4
Chapter 2 – Environmental Check List	
2.1 Project Summary	5
2.2 Environmental Factors Potentially Affected	15
2.3 Determination	15
2.4 Evaluation of Environmental Impacts	16
Aesthetics	17
Agricultural Resources	18
Air Quality	19
Biological Resources	23
Cultural Resources	24
Geology and Soils	25
Green House Gas Emissions	28
Hazards and Hazardous Materials	31
Hydrology and Water Quality	33
Land Use and Planning	36
Mineral Resources	36
Noise	37
Population and Housing	38
Public Services	39
Recreation	40
Transportation and Traffic	41
Tribal Cultural Resources	44
Utilities and Service Systems	45
Mandatory Findings of Significance	47

Figures

Figure 2-1	Regional Location Map	7
Figure 2-2	Aerial Photo of project site	8
Figure 2-3	Assessors' Parcel Number Map	9
Figure 2-4	City of Industry General Plan Map	10
Figure 2-5	City of Industry Zoning Map	11
Figure 2-6	Site Plan (West)	12
Figure 2-7	Site Plan (East)	13

Tables

Table 1-1	Project Construction Emissions	21
Table 1-2	Project Operation Emissions	21
Table 2-1	Project Related Green House Gas Emissions	29
Table 3-1	Intersection Performance - Existing Conditions	42
Table 3-2	Intersection Performance - Existing With-Project	43
Table 3-3	Determination of Project Impact - Existing With-Project	43

Mitigation Monitoring Table

Mitigation Monitoring Plan	49
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CHAPTER ONE – INTRODUCTION

1.1 Purpose and Authority

Panattoni Development Company is requesting entitlement under the City of Industry's (the "City") Development Plan Approval application for the development of a truck terminal yard facility with approximately 541 storage/parking spaces. The terminal facility is only for the temporary storage of non-hazardous materials within enclosed storage containers, thereby serving as a stop point/staging area for the trailers queued for distribution via the Union Pacific railway located north of the project site. The Project site is situated on an underutilized 25-acre property which is owned in part by the City of Industry and Southern California Edison (SCE). As such, the project proponent and underlying owners will enter into a lease for the use of the property as described and by reference is incorporated into this CEQA analysis and shall be considered as part of the project. It should be noted that the Project site has a previous development plan approval granted on July 10, 2008, which includes exceptions to Industry Municipal Code Section 17.36.060 (L) to permit the construction of a screen wall within the required thirty (30) foot setback from the curb of the street; to Section 17.36.060 (Q) to permit less than 12% of the total site area as landscaping; and to Section 17.36.080 (N) to eliminate the requirement of a sidewalk adjacent to the curb of the street. As a result of the previous entitlement's expiration, the applicant is again processing a new Development Plan Approval application which is subject to review under CEQA.

This Initial Study and Mitigated Negative Declaration ("IS/MND") have been prepared in accordance with CEQA to evaluate the potential environmental impacts associated with the implementation of the proposed Chestnut Street Terminal Facility (Project), located at 16601-16965 E. Chestnut Street, City of Industry, California. This document is prepared in conformance with CEQA and the CEQA guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*). This IS/MND is intended to serve as an informational document for the public agency decision makers and the public regarding the Project.

1.2 Documents Incorporated by Reference

As permitted by Section 15150 of the CEQA Guidelines, this IS/MND references several technical studies and analyses. Information from the documents incorporated by reference is briefly summarized in the appropriate section(s). The relationship between the incorporated part of the referenced document and the IS/MND is also described. The documents and other sources used in the preparation of this IS/MND include, but are not limited to:

- California Environmental Quality Act (CEQA)
- CEQA Guidelines, Appendix G
- Logistics Terminal, Inc., Development Plan and Zone Exception Initial Study and Negative Declaration, dated June 2008, adopted July 10, 2008
- City of Industry General Plan and Zoning
- Phase I, Environmental Site Assessment, prepared by ATC Group Services, LLC, dated January 11, 2016
- Geotechnical Analysis, prepared by Southern California Geotechnical, dated February 10, 2017
- Traffic Impact Analysis, prepared by KOA Corporation, dated January 9, 2018



CHAPTER TWO – ENVIRONMENTAL CHECKLIST

2.1 Project Summary

1. **Project Name:** Chestnut Street Terminal Facility
2. **Lead Agency Name and Address:** City of Industry
15625 East Stafford Street City of Industry, CA 91744
3. **Contact Person and Phone Number:** Dina Lomeli, Contract Associate Planner
City of Industry Planning Department
15625 East Stafford Street
City of Industry, CA 91744
626-333-2211, ext. 115
4. **Project Location:** 16601-16965 Chestnut Street, generally located north of Chestnut Street, east of the terminus of Chestnut Street and Bixby Drive, south of the San Jose Creek and west of Anaheim and Puente Road. (See Figures 2-1 & 2-2.)
5. **Project Applicant's Name and Address:** Panattoni Development Company
Mark Payne, Partner
20411 SW Birch Street, Suite 200
Newport Beach, CA 92660
6. **General Plan Designation:** Industrial (See Figure 2-4.)
7. **Zoning Designation:** Industrial(M) (See Figure 2-5.)
8. **Project Description:** The Project encompasses the development of a truck terminal yard facility with approximately 541 storage/parking spaces. Based on the current site plan, the following spaces have been allocated: (See Figures 2-6 and 2-7.)
 - 417 Trailer Storage Spaces (10' x 55')
 - 59 Trailer Storage Spaces (10' x 50')
 - 56 Trailer Storage Spaces (10' x 30')
 - 9 conventional vehicle parking spaces which includes one disabled parking space.

The proposed terminal facility is intended only for the storage and staging of cargo containers on trailers queued for distribution via the Union Pacific railway located to the north of the Project site and across the San Jose Creek, which is a tributary that feeds the San Gabriel River. Although the specific materials cannot be specified at the time this report was prepared, with the exception of hazardous materials, which is prohibited, it is assumed that the containers will house various imported goods, including but not limited to construction and design materials, household products, furniture, clothing and textiles. It should be noted that the Project is subject to securing a lease with the underlying property owners, where the property is owned in part by the City of Industry and Southern California Edison ("SCE"). As such, the project proponent and underlying owners will enter into a lease for the use of the property as described and by reference is incorporated into this CEQA analysis and shall be considered as part of the project. The required lease agreement shall be in place prior to the issuance of any grading or building permits.

As previously discussed, the Project is located on an underutilized 25-acre portion of the SCE linear easement, which reserves SCE the right to the property for electrical distribution purposes. The easement is currently partially developed with multiple timber and steel electric transmission towers and power lines, which are uses deemed consistent with the purpose of the easement. The Project site will be graded and finished with new asphaltic concrete pavement. No permanent structures are proposed; however, two pre-manufactured guard sheds, a modular office, and restrooms are proposed, as well as the construction of an eight-foot high decorative masonry wall along the perimeter of the Project site to screen



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

the facility, except at locations where SCE easements bisect the site in a north/south direction at various points across the project site, in which an eight-foot high wrought iron fence will be constructed with dense perforated steel mesh to further serve both security and visual aesthetic purposes. The Project's ingress and egress are designed to accommodate one-way travel and are located on the north side of Chestnut Street at the easterly boundary of the project site, and within the central portion of the Project site at the knuckle of Bixby Drive and Chestnut Street, respectively. It should be noted that there is no direct access to the adjacent rail lines; however, tractor trailers can queue on Anaheim Puente Road to the east to enter the Union Pacific rail yard across the San Jose Creek. Construction of the Project site is estimated to last upwards of six months. It is anticipated that the facility will operate on a 24/7 basis and, although not shown on the site plan, parking lot and perimeter lighting will be provided. Drought tolerant landscaping is proposed along the north side of Chestnut Street adjacent to the proposed perimeter wall.

Due to the project site's infill condition and partial development consisting of SCE's high voltage power lines and both timber and steel electric transmission towers and poles, it is unlikely that the development of the Project site for the purposes of establishing a terminal/storage facility will result in significant environmental impacts. However, there are potential impacts to Aesthetics, Hazards and Tribal Cultural resources. These potential impacts and mitigation measures are further discussed in Section 2.4 of this report. Upon implementation of the proposed mitigation measures, the project will result in a less than significant impact.

9. Surrounding Land Uses and Setting:

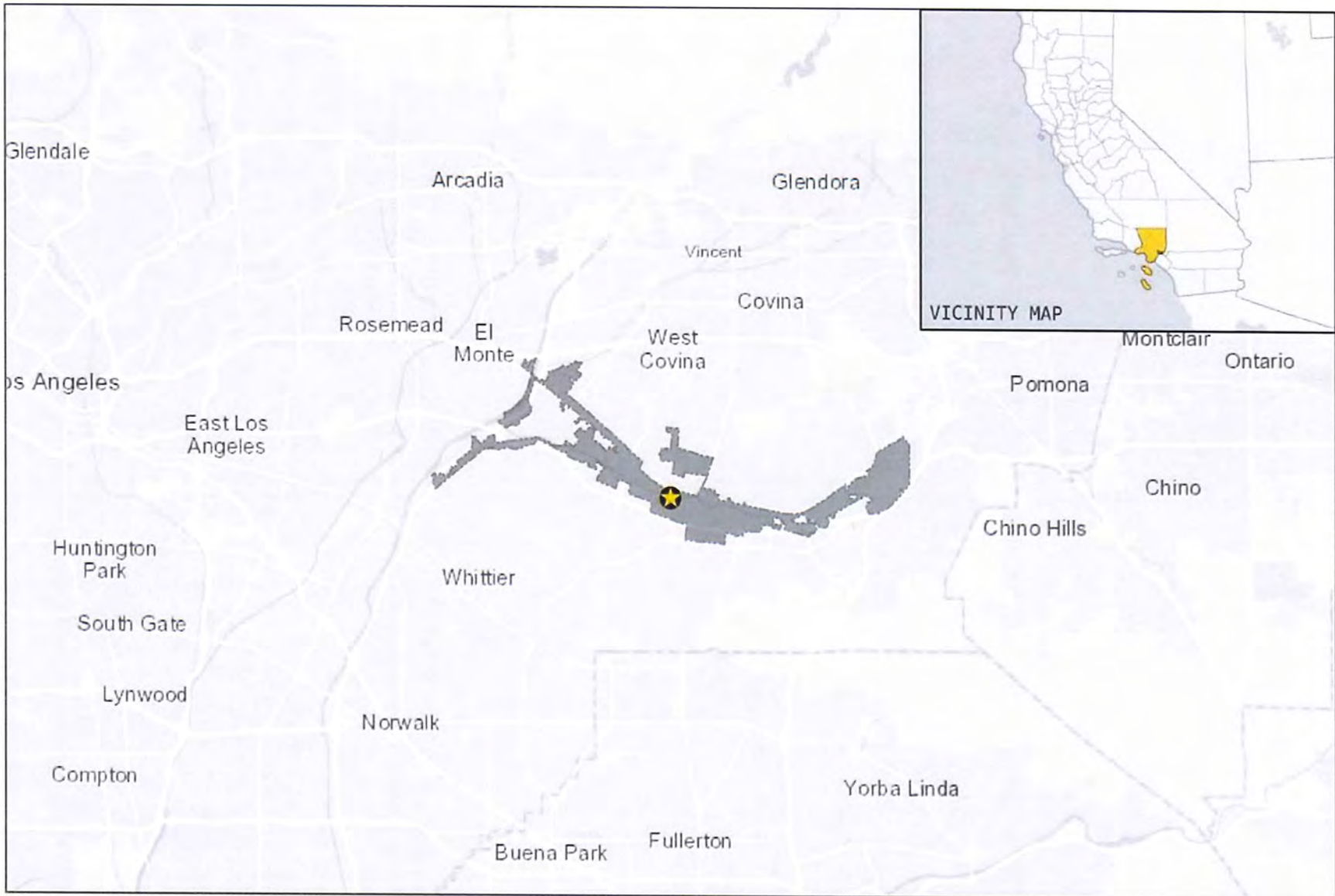
North: The Project site is bounded to the north by the San Jose Creek, which is a tributary that feeds the San Gabriel River, with additional trailer storage and a Union Pacific rail yard located beyond.

South: The central to easterly portion of the Project site is bound by Chestnut Street to the south, with industrial enterprises located beyond. Extending from the central portion of the Project westerly, the Project site is bound to the south by industrial enterprises, an energy plant, and the LA and Salt Lake Railroad Company rail lines.

East: A vacant parcel is located immediately east of the Project site with two single family homes located approximately 268 feet east of the easternmost portion of the Project site and beyond Anaheim and Puente Road, with additional industrial enterprises located beyond.

West: The westerly portion of the Project site is bound by a railroad spur that extends south from the rail yard across the San Jose Creek, with industrial enterprises located beyond.





CASC
 Regional Council of Airports

0 20,000 Feet



Project Location



City of Industry

FIGURE 2-1: REGIONAL LOCATION



CITY OF INDUSTRY

16601-16965 E. Chestnut St.
 Transportation Terminal Facility



Source: Esri, Los Angeles County, City of Industry



FIGURE 2-2: AERIAL PHOTOGRAPH OF PROJECT SITE



CASC
Engineering and Consulting

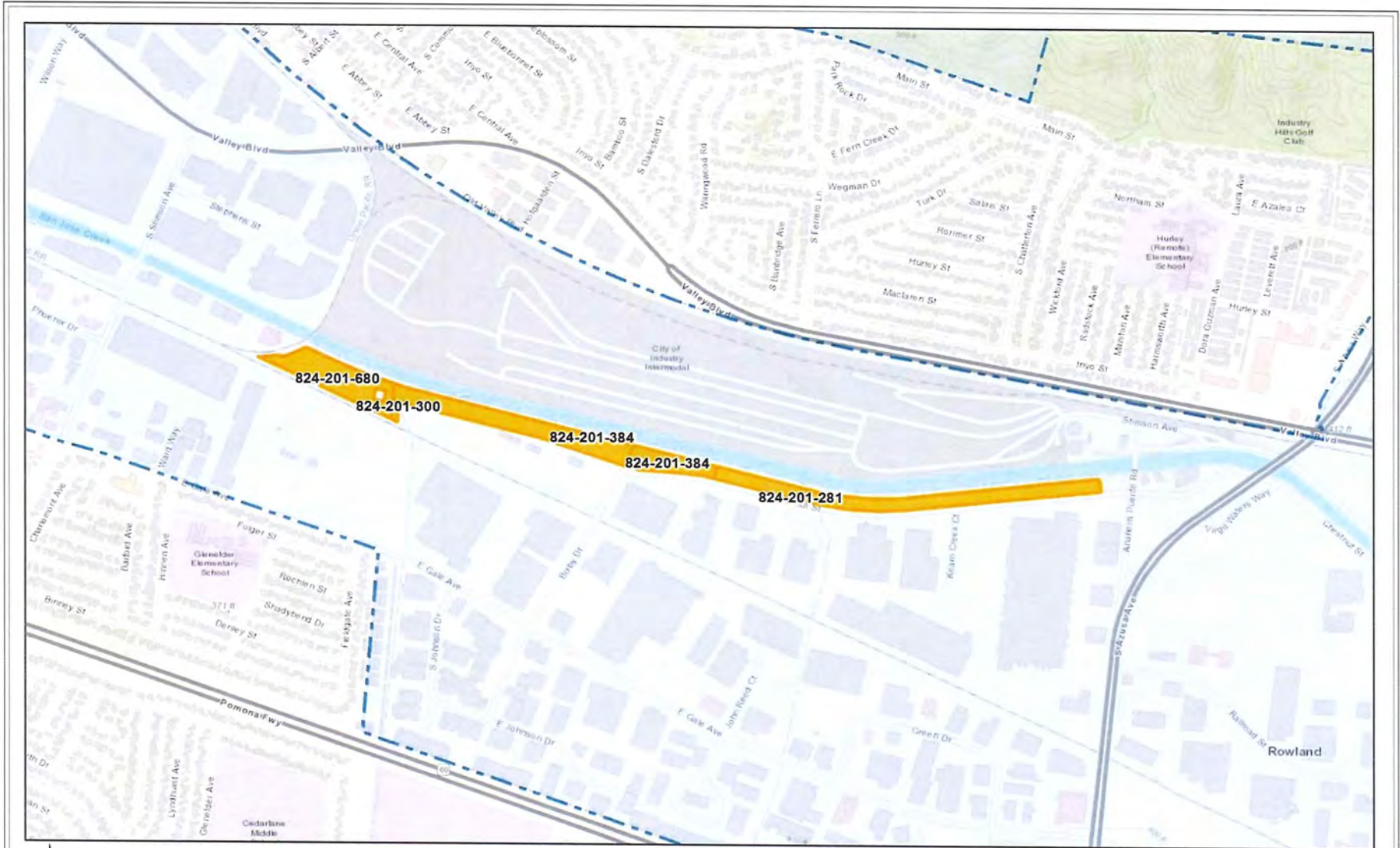
-  Project Limits
-  City of Industry



CITY OF INDUSTRY

16601-16965 E. Chestnut St.
Transportation Terminal Facility

Source: Esri, Los Angeles County, City of Industry



CASC
Engineering and Consulting



 Project Parcels
 City of Industry

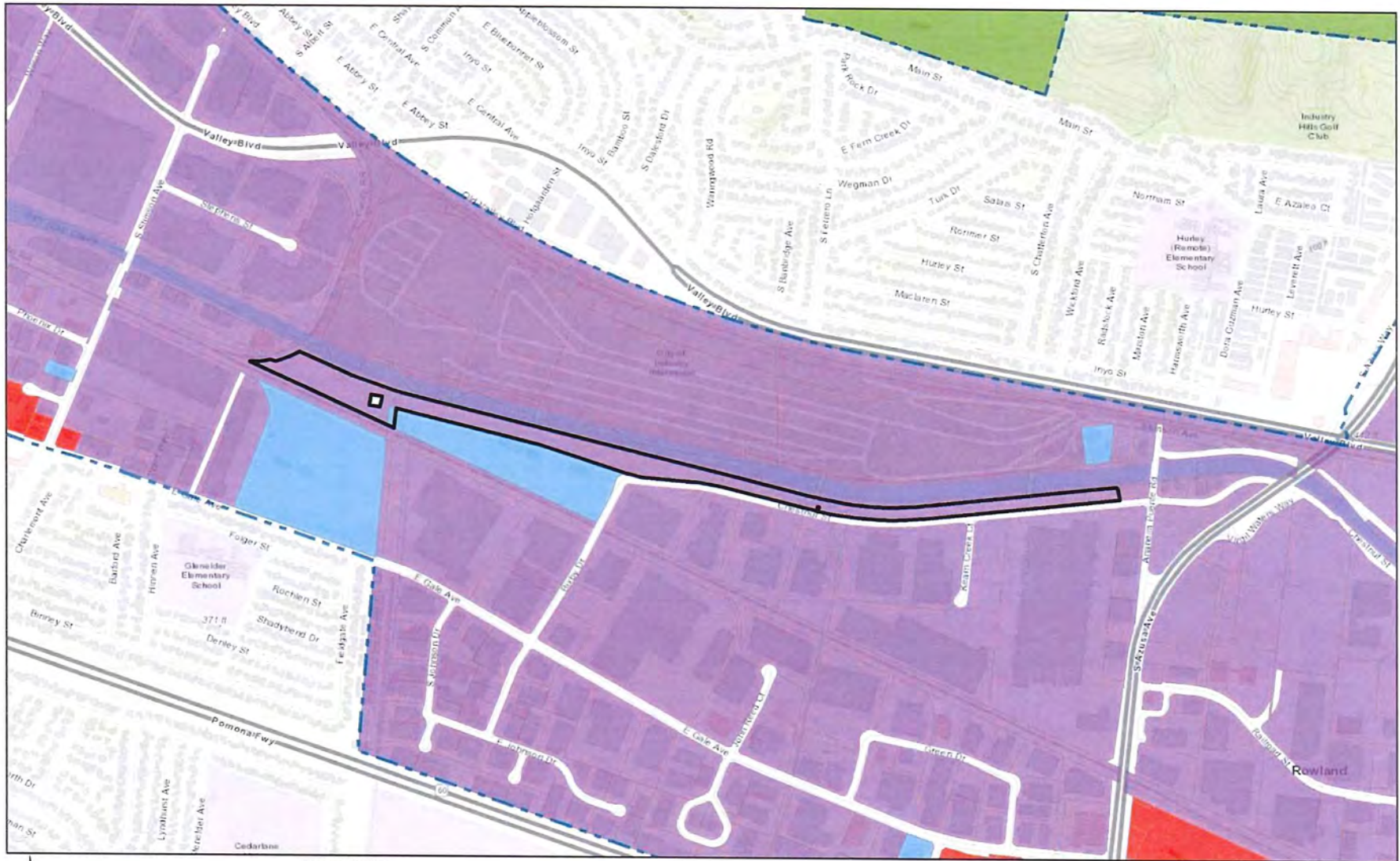
FIGURE 2-3: ASSESSOR'S PARCEL NUMBERS



CITY OF INDUSTRY

16601-16965 E. Chestnut St.
Transportation Terminal Facility

Source: Esri, Los Angeles County, City of Industry



CASC
Engineering and Consulting

- General Plan**
- Employment
 - Commercial
 - Recreation & Open Space
 - Institutional

- City of Industry
- Project Limits

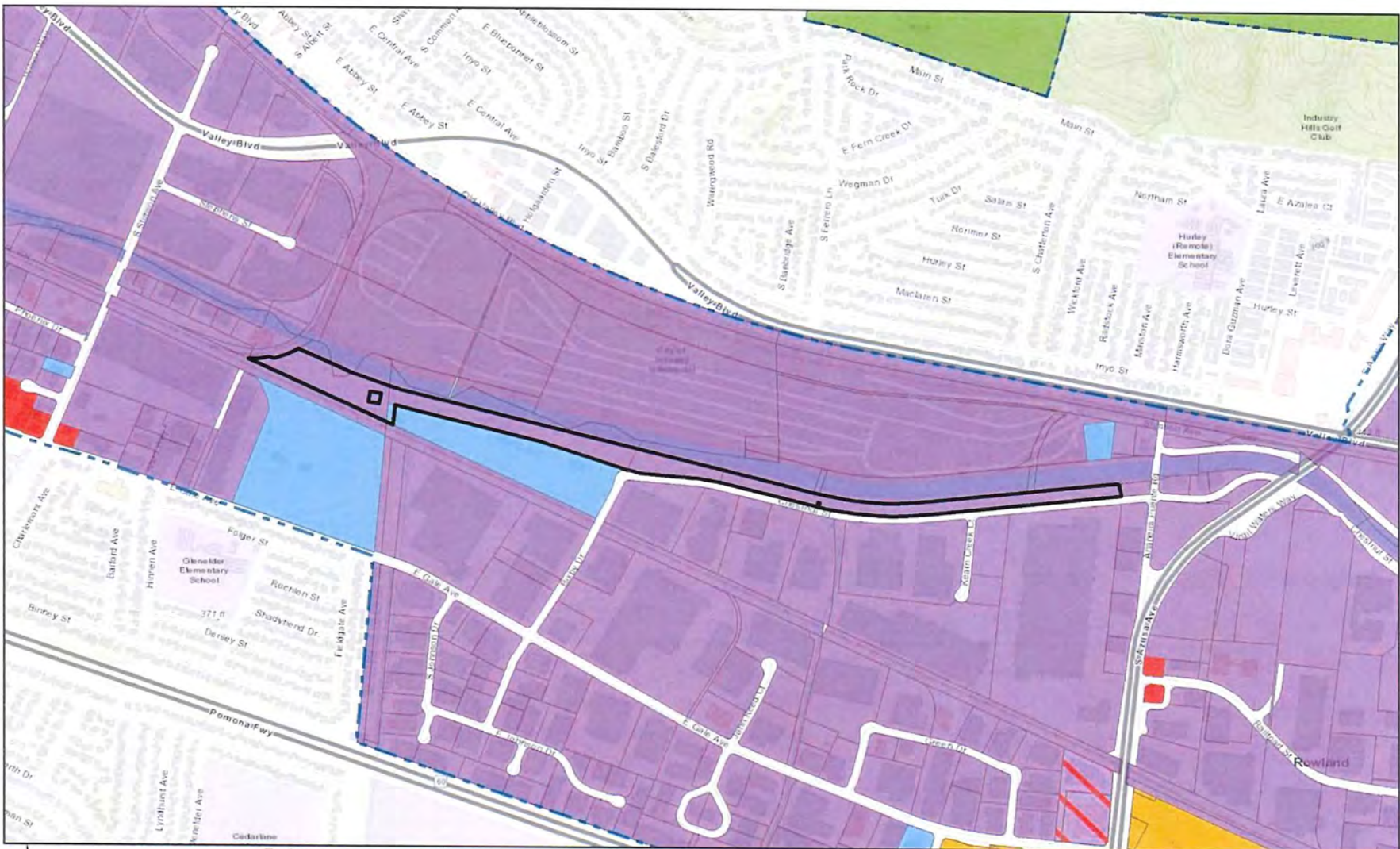
FIGURE 2-4: GENERAL PLAN LAND USE



CITY OF INDUSTRY

16601-16965 E. Chestnut St.
Transportation Terminal Facility

Source: Esri, Los Angeles County, City of Industry



- Zoning**
- Industrial (I)
 - Commercial - Adult Business Overlay (AB)
 - Industrial - Commercial Overlay (IC Overlay)
 - Commercial (C)
 - Institutional (INST)
 - Automobile Zone (AZ)
 - Recreation and Open Space (ROS)

- Project Limits
- City of Industry



FIGURE 2-5: ZONING

CITY OF INDUSTRY

16601-16965 E. Chestnut St.
Transportation Terminal Facility

Source: Esri, Los Angeles County, City of Industry

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.):

Los Angeles County Fire Department Los Angeles County Building Department

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?

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 December 22, 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 MND.



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 checked="" 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 checked="" type="checkbox"/>	Geology/Soils
<input type="checkbox"/>	Greenhouse Gas Emissions	<input checked="" 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 checked="" type="checkbox"/>	Tribal Cultural Resources	<input type="checkbox"/>	Utilities/Service Systems
<input checked="" type="checkbox"/>	Mandatory Findings of Significance				

2.3 Determination

On the basis of this initial evaluation	
<input type="checkbox"/>	I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
<input checked="" type="checkbox"/>	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 has been prepared.
<input type="checkbox"/>	I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	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.
<input type="checkbox"/>	I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been adequately analyzed 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.



2.4 Evaluation of Environmental Impacts

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the Project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on Project-specific factors, as well as general standards (e.g. the Project would not expose sensitive receptors to pollutants, based on a Project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as Project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross referenced).
- 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.
 - 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:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significant.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

I. AESTHETICS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- Logistics Terminals, Inc., Initial Study, The Planning Center, June 2008

Discussion of Impacts:

- a) No Impact. The Project site is located in a completely developed and urbanized area of the City. There are no scenic vistas in the vicinity of the project site. The Project will not have any effect on a scenic vista.
- b) No Impact. The Project site does not contain scenic resources such as trees, rock outcroppings or historic buildings and is not within or in proximity to a state scenic highway.
- c) Less Than Significant Impact. The Project site is located in a fully developed and urbanized area of the City and is composed primarily of industrial land uses, including the railroad facilities immediately adjacent to and north of the project site. The containers to be stored onsite will be left on their chassis, and not stacked, having a height of approximately 12 feet. Improvements to the site include an eight-foot high masonry wall to screen the majority of the on-site operations from public view and reduce any visual impact. In areas where wrought iron is proposed, the wrought iron fence will be constructed utilizing a high-density perforated metal mesh. The Project will therefore not degrade the existing visual character or quality of the site or its surroundings.
- d) Less Than Significant Impact with Mitigation. The Project will provide security lighting only and will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. The corridor in which the Project is located is mostly made up of industrial and commercial enterprises which are not deemed to be sensitive receptors. The residential properties to the east can be deemed a sensitive receptor; however, they are buffered by an existing block wall and mature landscaping along Anaheim Puente Road and Chestnut Street. Additionally, the Project terminates approximately 268 feet west of the existing residences. Finally, as a Condition of Approval, the applicant is required to construct the lighting in a manner that prohibits excessive glare and light spill over by utilizing shields or hoods that direct the light in a downward manner.

Mitigation Measures:

- **AES-1:** Lighting shall be constructed in a manner that prohibits excessive glare and light spill over by utilizing shields or hoods that direct the light in a downward manner.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

II. AGRICULTURAL 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 Department 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 the information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 nonagricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined by Public Resource Code section 122220(g)), timberland (as defined by Public Resource Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- California Department of Conservation
- L.A. County Important Farmland Map, 2016

Discussion of Impacts:

a-e) **No Impact.** The Project site is located in a fully developed and urbanized area of the City, comprised primarily of industrial land uses. There are no agricultural, forest, or timberland designations within the City per the City of Industry General Plan Land Use Map. There are areas designated as open space recreation; however, the Project site is located within a heavily developed area designated Industrial Zone (I). Per the City's General Plan, the City of Industry was founded on the principles of becoming a center for business and industry. As such, former agricultural land has given way to commercial, industrial and manufacturing uses to promote development in accordance with the primary goal of becoming an industrial and employment hub.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

No loss of agricultural land uses or agricultural properties would result from the development of the Project, nor are there any lands designated for agricultural uses or under a Williamson Act contract. The Project does not result in the loss or conversion of farmland or forestland.

Mitigation Measures: None proposed.

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:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- South Coast Air Quality Management District(SCAQMD), 2016 Air Quality Management Plan
- CalEEMod v2016.3.1 (*Model ran 07/26/2018*)
- Environmental Protection Agency (EPA) National Ambient Air Quality Standard (NAAQS) and California Ambient Air Quality Standard (CAAQS)
- Traffic Impact Study dated January 9, 2018, conducted by KOA Corporation

Regulatory Setting:

The Project site is located in the South Coast Air Basin ("SCAB"), within the jurisdiction of SCAQMD. The SCAB incorporates an area of approximately 6,800 square miles with a population of approximately 16 million people in 2015. The SCAB is compiled from jurisdictions including Orange County and the non- desert portions of Los Angeles, Riverside and San Bernardino Counties. About two-thirds of the SCAB's population lives within Los Angeles County. U.S. EPA has set National Air Quality Standards (NAAQS) and monitoring requirements for six principal pollutants, which are called "criteria pollutants," including Ozone (O3), Particulate Matter (PM) (including both PM10 and PM2.5), carbon monoxide (CO), nitrogen dioxide (NO2), sulfur dioxide (SO2), and lead (Pb). In 2015, SCAQMD measured concentrations of air

pollutants at 34 routine ambient air monitoring stations in its jurisdiction, with primary focus on these criteria pollutants. The nearest monitoring station to the Project site is the Pico Rivera station, approximately 11 miles west of the proposed truck storage facility. The SCAQMD has established that impacts to air quality are significant if there is a potential to contribute or cause regional and/or localized exceedances of the federal and/or state ambient air quality standards, such as the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS). Currently, the SCAB is in nonattainment for Ozone (O3) and PM2.5 under state and federal air quality standards, and



Chestnut Street Terminal Facility Mitigated Negative Declaration

PM10 under state air quality standards.¹ The federal Clean Air Act (CAA) requires areas that are not attaining the national ambient air quality standards (NAAQS) to develop and implement an emission reduction strategy that will bring the area into attainment in a timely manner. The SCAQMD has adopted a series of Air Quality Management Plans (AQMPs) to meet the state and federal ambient air quality standards. The most recent AQMP for the SCAB was published in 2016. The SCAQMD has developed regional and localized significance thresholds (LST) for criteria pollutants, which indicate that any projects in the SCAB with daily emissions that exceed any of the indicated thresholds should be considered having an individually and cumulatively significant air quality impact.

Findings of Fact:

The proposed Project is consistent with the growth projections in the City of Industry General Plan, which provides consistency with the SCAQMD AQMP. Growth projections from local general plans adopted by cities in the district are provided to the Southern California Association of Governments (SCAG), which develops regional growth forecasts, which are then used to develop future air quality forecasts for the AQMP.

The California Emissions Estimator Model (CalEEMod) v2016.3.1 was used to quantify emissions during Project construction and Project Operations (model ran on 07-26-2018). For the purpose of the model, the Project was classified under "parking" to calculate land use emissions, using default CalEEMod values. Construction commences in the third quarter of 2018, and the first year of operation is set for 2019. Based on the results of the CalEEMod as seen on Table 1-1: Project Construction Emissions, emissions resulting from the Project construction would not exceed numerical thresholds established by the SCAQMD. Therefore, no mitigation is required during this development phase.

Operational activities associated with the proposed Project will result in limited emission of Reactive Organic Gases (ROGs), Nitrogen Oxide (NOx), Carbon Monoxide (CO), Sulfur Oxides (SOx), and Particulate Matter (PM10, and PM2.5). Operational emissions would be expected from the following primary sources: area source emissions, energy source emissions, and mobile source emissions. Under the assumed scenarios established in the report, emissions resulting from the Project operations would not exceed the numerical thresholds established by the SCAQMD for any criteria pollutant. Therefore, a less than significant impact would occur and no mitigation is required, see Table 1-2: Project Operations Emissions.

The Project does not include the development of new or upgraded roadways, nor would it result in a substantial increase in traffic. According to the traffic impact study conducted for the Project by KOA Corporation, the proposed Project would not create any significant traffic impacts at the study intersections under existing with-Project and future with- Project conditions. The proposed Project is not anticipated to cause a significant traffic impact on any County of Los Angeles Congestion Management Plan (CMP) arterial monitoring intersections and mainline freeway-monitoring locations. Per Table 1-1 and Table 1-2, Carbon Monoxide (CO) emissions during Project construction and operations do not exceed the SCAQMD maximum daily emissions threshold. As such, the Project would not result in potentially adverse CO concentrations or "hotspots."

According to the SCAQMD Air Quality Handbook (1993), land uses associated with long-term objectionable odors include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. Siting a land use that generates odors near existing sensitive receptors or siting a new sensitive receptor near an existing odor source could result in an odor impact. The proposed project is not located in an area that has existing odor generators. Cargo stored in the containers will be non-hazardous, and will not subject the surrounding vicinity to objectionable odors. Potential cargo includes construction and design materials, household products, furniture, clothing and textiles. Surrounding land use includes the existing residential uses approximately 558 feet north of the Project site, and the two residences approximately 268 feet to the east of the Project site. Where the proposed truck storage facility does not classify as a land use associated with long-term objectionable odors, potential odor impacts would be less than significant. Potential odor sources associated with the proposed Project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction. Less than significant impact is expected with regards to objectionable odors.

¹ AQMD, National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) Attainment Status for South Coast Air Basin <http://www.aqmd.gov/docs/default-source/clean-air-plans/air-quality-management-plans/naaqs-caaqs-feb2016.pdf>



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

TABLE 1-1: PROJECT CONSTRUCTION EMISSIONS (<i>Unmitigated</i>)			
Pollutant	Daily Maximum Emissions (lbs./day)	South Coast Air Quality Management District Maximum Daily Threshold² (lbs./day)	Exceeds Threshold ?
Reactive Organic Gas (ROG)	15.74	75	NO
Oxides of Nitrogen (NOx)	59.61	100	NO
Carbon Monoxide (CO)	43.24	550	NO
Sulfur Dioxide (SO ₂)	0.12	150	NO
Particulate Matter (PM ₁₀)	20.85	150	NO
Particulate Matter (PM _{2.5})	12.36	55	NO
Source: CalEEMod v2016.3.1. Based on highest winter or summer emissions, without mitigation.			

TABLE 1-2: PROJECT OPERATION EMISSIONS (<i>Unmitigated</i>)			
Pollutant	Daily Maximum Emissions (lbs./day)	South Coast Air Quality Management District Maximum Daily Threshold³ (lbs./day)	Exceeds Threshold ?
Reactive Organic Gas (ROG)	0.47	75	NO
Oxides of Nitrogen (NOx)	1.03e-03	100	NO
Carbon Monoxide (CO)	0.11	550	NO
Sulfur Dioxide (SO ₂)	1.00e-05	150	NO
Particulate Matter (PM ₁₀)	4.00e-04	150	NO
Particulate Matter (PM _{2.5})	4.00e-04	55	NO
Source: CalEEMod v2016.3.1. Based on highest winter or summer emissions, without mitigation.			

² SCAQMD Air Quality Significance Thresholds <<http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf>>

³ Ibid.



Chestnut Street Terminal Facility Mitigated Negative Declaration

Discussion of Impacts:

- a) Less than Significant Impact. The Project is located within the South Coast Air Basin (SCAB), under the jurisdiction of the South Coast Air Quality Management District, for which the 2016 Air Quality Management Plan (AQMP) has been prepared. Currently, the SCAB is in nonattainment for Ozone and PM_{2.5} per the Federal and State Air Quality Standards, and PM₁₀ under the State Air Quality Standard. The AQMP establishes thresholds for criteria pollutants; projects that exceed any of the indicated daily thresholds should be considered having an individually and cumulatively significant air quality impact and are not in compliance with the AQMP. Results of the CalEEMod, see Tables 1-1 and 1-2 above, indicate that the Project does not exceed thresholds for any of the six criteria pollutants. For this reason, it is appropriate to conclude that the proposed Project would not conflict with nor obstruct implementation of the applicable air quality plan.
- b) Less than Significant Impact. The emissions inventory in the project-specific evaluation, as seen in Table 1-1 – Project Construction Emissions and Table 1-2 – Project Operation Emissions, indicates that all emissions are below the applicable SCAQMD thresholds. Therefore, project generated emissions will not violate any air quality standard or contribute substantially to an existing or projected air quality violation.
- c) Less than Significant Impact. SCAQMD recommends that if a project does not exceed the SCAQMD daily regional emission thresholds, the project-specific impacts would also not result in a cumulatively considerable increase in emissions for those pollutants, even for which the Basin is in nonattainment. Currently, the Basin is in nonattainment for Ozone, PM₁₀, and PM_{2.5}. Construction and operational emissions as a result of the Project will not exceed any SCAQMD daily threshold; thus, the Project will not cause a cumulatively considerable net increase of any criteria pollutant in the SCAB. Less than significant impact is expected.
- d) Less than Significant Impact. Sensitive receptors are defined by SCAQMD as off-site locations where persons may be exposed to the emissions from project activities. Receptor locations may include residential, commercial and industrial land use areas, and any other areas where persons can be situated for an hour or longer at a time. The sensitive receptors include the existing residential uses approximately 558 feet north of the Project site, and the two residences approximately 268 feet to the east of the Project site. Because project emissions are below SCAQMD thresholds, the project will not expose sensitive receptors to substantial pollutant concentrations.
- e) Less than Significant Impact. The proposed project is not located in an area that has existing odor generators. Project construction will potentially generate limited odors over the short term, mainly from equipment exhaust and application of asphalt and architectural coatings. These odors will be temporary and will occur during the construction period. With respect to project operations, the Project will not involve land uses that are typically associated with odor complaints, such as agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. Potential sources of operational odors generated by the Project would include disposal of miscellaneous industrial refuse. The Project would also comply with SCAQMD Rule 402, which states that 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. Consistent with City requirements, all Project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with solid waste regulations. Potential construction and operational source odor impacts are therefore considered less than significant.

Mitigation Measures: None proposed.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

IV. BIOLOGICAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- Logistics Terminals, Inc. Initial Study, The Planning Center, June 2008
- Phase I Environmental Site Assessment, ATC Group, 2016

Discussion of Impacts:

- a) No Impact. The Project site is located in a fully developed and urbanized area of the City. No special status species or habitat for special status species exist on the Project site and thus no significant impacts would occur as a result of the proposed Project.
- b) No Impact. The Project site is located in a fully developed and urbanized area of the City. There is no riparian habitat or other sensitive natural communities on or near the project site. The site contains high voltage power lines and poles, groundwater monitoring wells, vaults, and associated electrical equipment. Natural vegetation on the remainder of the site includes typical trees, shrubs, and grasses that are commonly found in the area.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

No substantial adverse impacts will occur as a result of the Project.

- c) Less than Significant Impact. There are no federally protected wetlands located on the project site; however, San Jose Creek, adjacent to the northern boundary of the site, is a designated wetland but is fully channelized. The Project as proposed does not include any off-site grading or discharge to the channel; therefore, less than significant impacts to wetlands would occur as a result of the proposed Project.
- d) Less than Significant Impact. The Project site is located in a fully developed and urbanized area of the City. Industrial land uses dominate the surrounding area. The site is not used by wildlife for migratory purposes and the Project would not interfere with the movement of any native resident or migratory fish or wildlife. There are no federally protected wetlands located on or near the project site. The San Jose Creek, located on the northern boundary of the site, is channelized and does not contain any wetlands as defined by Section 404 of the Clean Water Act. Any seasonal use by wildlife would not be affected by the implementation of the Project. Therefore, less than significant impacts would occur as a result of the Project.
- e) No Impact. The Project site does not contain any sensitive biological resources that are subject to local policies or ordinances protecting sensitive biological resources. According to the City of Industry General Plan; Chapter 3.0, Resource Management Element, due to the City being "urbanized and largely built out, it does not contain significant biological resources." Therefore, there are no explicit goals and policies in place that specifically address such resources. No impacts would occur to biological resources as a result of the proposed Project and no mitigation measures are necessary.
- f) No Impact. The Project site is not within a Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional or State habitat conservation plan. No conflicts would occur as a result of the proposed Project and no mitigation measures are necessary.

Mitigation Measures: None proposed.

V. CULTURAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- Logistics Terminals, Inc. Initial Study; The Planning Center, June 2008

Discussion of Impacts:

- a) No Impact. The Project site is currently vacant with the exception of the SCE power poles and towers. Due to the site's infill nature that is partially developed and the lack of structures, it is not likely that historical resources are impacted.
- b) Less than Significant Impact. The Project site is currently vacant with the exception of the SCE power poles and towers. No archeological resources have been discovered or are known to exist on the site. Implementation of the Project will require some grading and installation of underground service facilities. Given the slightly disturbed condition of the project site, the discovery of archeological resources is unlikely. However, in the event archeological resources are discovered, grading activities shall cease and a qualified Archeologist shall be consulted and all discoveries shall be documented accordingly.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

- c) Less than Significant Impact. The Project site is currently vacant with the exception of the SCE power poles and towers. No paleontological resources have been discovered or are known to exist on the site. Implementation of the Project will require some grading and installation of underground service facilities to serve the pre-manufactured guard shacks, modular office, and restrooms proposed for the Project. Given the slightly disturbed condition of the Project area, the discovery of paleontological resources is unlikely. However, any archeological discoveries made are not to be disturbed and Project proponent would have to comply with the provisions of California Public Resources Code sections 5097 – 5097.6.
- d) Less than Significant Impact. No human remains are known to be on the Project site and are unlikely to be discovered; therefore, no significant impacts would result from implementation of the proposed Project. Aerial photos and historical record searches of the Project site were reported in the Phase I Environmental Site Assessment and it was determined that prior to 1966, when there is evidence of the installation of power lines on site, the property was cultivated with row crops, or vacant with natural vegetation present. It is unknown, but unlikely based on this research, whether the Project site was previously used as a cemetery.

However, if human remains are found, those remains would require proper treatment, in accordance with applicable laws. California Health & Safety Code sections 7050.5 through 7055 describe the general provisions regarding human remains, including the requirements regarding the accidental discovery of any human remains during excavation of a site. As required by state law, the requirements and procedures set forth in Public Resources Code section 5097.98 would be implemented, including notification of the County Coroner, notification of the City of Industry Police Department, notification of the Native American Heritage Commission, and consultation with the individual identified by the Native American Heritage Commission to be the "most likely descendant." If human remains are found during excavation, excavation must stop in the vicinity of the find and any area that is reasonably suspected to overlie adjacent remains until the County Coroner has been notified, and the remains have been investigated and appropriate recommendations have been made for the treatment and disposition of the remains. The preceding is existing law and a standard requirement to manage any accidental excavation of human remains.

Mitigation Measures: None proposed.

VI. GEOLOGY AND SOILS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- Logistics Terminals, Inc. Initial Study, The Planning Center, June 2008
- Geotechnical Conditions Report, The County of Los Angeles Department of Regional Planning Safety
- Pavement Design Recommendations
- Southern California Geotechnical, February 2017
- Peer Review, Leighton Consulting, Inc., August 2017
- State of California Department of Conservation; Earthquake Hazard Zones of Required Investigation map, 2017
- Phase I Environmental Site Assessment, ATC Group, 2016

Discussion of Impacts:

- a)
- i. Less than Significant Impact. The Project site is not located within an Alquist-Priolo Zone, nor is it located directly on any known active fault according to the State of California Department of Conservation; California Earthquake Hazard Zone map. However, this site is located approximately 3.5 miles from the La Habra Fault Zone and would be subject to moderate and possibly strong ground motion. Such motion would not be greater than at other sites in seismically active southern California. Compliance with design standards and regulations contained in the most recent version of the Uniform Building Code (UBC) as well as the Structural Engineers Association of California (SEAOC) will ensure that potential impacts are less than significant.
 - ii. Less than Significant Impact. The Project site is subject to ground shaking and potential damage as a result of seismic activity. The native alluvium generally consists of medium stiff silty clays with varying amounts of fine sand. As mentioned the site is located near several potentially active faults. However, the proposed Project does not include the construction of permanent buildings. Additionally, all improvements, including the perimeter masonry wall, will be designed and constructed in compliance with design standards and regulations contained in the most recent version of the Uniform Building Code (UBC) as well as the Structural Engineers Association of California (SEAOC), as well as those prescribed by the City of Industry and the County of Los Angeles. Compliance with said standards will ensure that potential impacts are less than significant.
 - iii. Less than Significant Impact. According to the State of California Department of Conservation, California Earthquake Hazard Zone map, the Project site is in a liquefaction zone. This could potentially expose the Project site to impacts resulting from liquefaction in the event of a seismic event. However, the Project does not propose any permanent structures and only proposes two small portable security trailers, a modular office and restroom facility, as such, potential impacts to the Project due to liquefaction will be less than significant.
 - iv. No Impact. The Project's parcels are not within a designated landslide zone according to the State of California Department of Conservation, California Earthquake Hazard Zone map. The site is virtually flat and is not located in an area susceptible to landslides.



Chestnut Street Terminal Facility Mitigated Negative Declaration

- b) Less than Significant Impact with Mitigation. Erosion of topsoil is generally more prevalent on steeper slopes than the characteristic flat surface of the project site. There are no existing major slopes or bluffs and none are proposed within the Project site based on the review of the conceptual site plan. Erosion can also be accelerated by extensively grading a site if erosion control measures are not put in place as prescribed in the Geotechnical Report and identified as Mitigation Measures GEO-1 through GEO-3. Prior to the issuance of grading permits, the project applicant would be required to submit detailed grading plans for the Project site and would be required to comply with applicable grading regulations established by the City of Industry and the County of Los Angeles. Furthermore, development of the site would involve more than one acre; therefore, the proposed project is required to obtain a National Pollutant Discharge Elimination System (NPDES) permit. A Storm Water Pollution Prevention Plan (SWPPP) would also be required to address erosion and discharge impacts associated with the proposed on-site grading. Additionally, the project is required to submit a final Water Quality Management Plan (WQMP) which would identify measures to treat and/or limit the entry of contaminants into the storm drain system. Since the project is required to adhere to the City's grading regulations, obtain an NPDES Permit, and prepare an SWPPP and WQMP, impacts associated with grading of more than 100 cubic yards of soil and soil erosion hazards are less than significant.
- c) Less than Significant Impact. According to the Phase I ESA prepared by ATC, 2016, the soils of the property are well drained and have moderate subsoil permeability. The shrink-swell potential is moderate and the corrosivity for untreated steel is low. Compliance with established engineering standards and regulations regarding site preparation and soil compaction will ensure that potential impacts associated with subsidence, liquefaction, etc. are less than significant. As previously discussed and according to the State of California Department of Conservation, California Earthquake Hazard Zone map, the Project site is in a liquefaction zone. This could potentially expose the Project site to impacts resulting from liquefaction in the event of a seismic event. However, the Project proposes only portable security trailers and, other than the masonry perimeter wall, does not propose permanent structures.
- d) Less than Significant Impact. The near surface soils at the Project site are medium expansive according to the Geotechnical Limited Pavement Investigation conducted by Southern California Geotechnical, 2017. Due to the presence of expansive soils on the site, compliance with established engineering standards and regulations regarding site preparation and soil compaction, including the Uniform Building Code (UBC) and Structural Engineers Association of California (SEAO) standards, will ensure that potential impacts are reduced to a less than significant level.
- e) No Impact. The Project does not propose to utilize a septic tank or alternative wastewater disposal system as underground utilities will be extended from and connected to those in Chestnut Street.

Mitigation Measures:

- **GEO-1: Maintain a minimum 2% drainage gradient in unpaved areas**
- **GEO-2: Positive drainage devices such as graded swales, paved ditches, and catch basins should be used where appropriate within areas of development.**
- **GEO-3: All drainage devices must be maintained on a regular basis and be clear of leaves, soil and other debris especially during rainy season.**



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

VII. GREENHOUSE GAS EMISSIONS

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- South Coast Air Quality Management District (SCAQMD)
- CalEEMod v2016.3.1 (Model ran 07/26/2018)
- California Air Resources Board (CARB) Scoping Plan

Existing Climate and Regulatory Setting:

Global climate change refers to changes in average climatic conditions on earth as a whole, including temperature, wind patterns, precipitation and storms. Global warming, a related concept, is the observed increase in average temperature of the earth's surface and atmosphere. The six major greenhouse gases (GHGs) identified by the Kyoto Protocol are carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons (HFCs), and perfluorocarbons (PFCs). GHGs absorb longwave radiant energy reflected by the earth, which warms the atmosphere. GHGs also radiate long wave radiation both upward to space and back down toward the surface of the earth. The downward part of this longwave radiation absorbed by the atmosphere is known as the "greenhouse effect."

GHGs, primarily carbon dioxide (CO₂), methane (CH₄), and nitrous (N₂O) oxide, collectively reported as CO₂e, are directly emitted from stationary source combustion of natural gas in equipment such as water heaters, boilers, process heaters, and furnaces. GHGs are also emitted from mobile sources such as on-road vehicles and off-road construction equipment burning fuels, such as gasoline, diesel, biodiesel, propane, or natural gas (compressed or liquefied). Indirect GHG emissions result from electric power generated elsewhere (i.e., power plants) used to operate process equipment, lighting, and utilities at a facility. Also, included in GHG quantification is electric power used to pump the water supply (e.g., aqueducts, wells, pipelines) and the disposal and decomposition of municipal waste in landfills (CARB 2008).

CO₂ is an odorless, colorless natural GHG. Natural sources include the following: decomposition of dead organic matter; respiration of bacteria, plants, animals, and fungus; evaporation from oceans; and volcanic outgassing. Anthropogenic (human caused) sources of CO₂ are from burning coal, oil, natural gas, wood, butane, propane, etc. CH₄ is a flammable gas and is the main component of natural gas. N₂O, also known as laughing gas, is a colorless GHG. Some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to the atmospheric load of GHGs. HFCs are synthetic man-made chemicals that are used as a substitute for chlorofluorocarbons (whose production was stopped as required by the Montreal Protocol) for automobile air conditioners and refrigerants. The two main sources of PFCs are primary aluminum production and semiconductor manufacture. SF₆ is an inorganic, odorless, colorless, nontoxic, nonflammable gas. SF₆ is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.

Events and activities, such as the industrial revolution and the increased combustion of fossil fuels (e.g., gasoline, diesel, coal, etc.), have heavily contributed to the increase in atmospheric levels of GHGs. An air quality analysis of GHGs is a much different analysis than the analysis of criteria pollutants for the following reasons. For criteria pollutants significance thresholds are based on daily emissions because attainment or non-attainment is based on daily exceedances of applicable ambient air quality standards.



Chestnut Street Terminal Facility Mitigated Negative Declaration

Further, several ambient air quality standards are based on relatively short-term exposure effects on human health, e.g., one-hour and eight-hour. Since the half-life of CO₂ in the atmosphere is approximately 100 years, for example, the effects of GHGs are longer-term, affecting global climate over a relatively long period. As a result, the SCAQMD's current position is to evaluate GHG effects over a longer timeframe than a single day.

According to available information, the statewide inventory of CO₂ equivalent emissions is as follows: 1990 GHG emissions were estimated to equal 427 million metric tons of CO₂ equivalent, and 2020 GHG emissions are projected to equal 600 million metric tons of CO₂ equivalent, under a business as usual scenario. Interpolating an inventory for the year 2011 results in an estimated inventory of approximately 121 million metric tons of CO₂ equivalent. Interpolating an inventory for the year 2012 results in an estimated inventory of approximately 127 million metric tons of CO₂ equivalent. These amounts assume that between 1990 and 2020 there is an average increase of 5.76 million tons per year of GHG.

The City of Industry holds a wide array of manufacturing and warehousing business; however, more recently, the City has seen a shift to rail and truck cargo. As a result, there has been a reduction of stationary source pollutants and an increase of mobile source air pollutants such as diesel particulate matter associated with truck idling and transport refrigeration units. The City recognizes its responsibility to participate in regional efforts to reduce greenhouse gas emissions by participating in regional efforts implemented by SCAQMD and CARB, such as the Low Fuel Standard Program, California, Appliance Energy Efficiency regulations, California Renewable Energy Portfolio Standard Program, and changes in the corporate average fuel economy standards.

The City of Industry has not adopted its own Climate Action Plan (CAP), which establishes a numeric threshold of significance of determining impacts with respect to greenhouse gas (GHG) emissions. On December 5, 2008, the SCAQMD Governing Board adopted an interim GHG significance threshold of 3,000 Metric Tons of Carbon Dioxide Equivalent (MTCO₂e) per year for projects where the SCAQMD is the lead agency.

On October 17, 2017, the SCAQMD in conjunction with the CAPCOA and other California air districts, released the latest version of the California Emissions Estimator Model (CalEEMod) v2016.3.2. The purpose of this model is to calculate construction-source and operational-source criteria pollutants (NO_x, VOC, PM₁₀, PM_{2.5}, SO_x, and CO) and GHG emissions from direct and indirect sources; and quantify applicable air quality and GHG reductions achieved from mitigation measures. CalEEMod v2016.3.1 was used to quantify emissions during Project construction and Project operations (model ran on 07-26-2018). For the purpose of the model, the Project was classified under "parking" to calculate land use emissions, using default CalEEMod values. Construction commences in the third quarter of 2018, and the first year of operation is set for 2019. Construction activities are short term and cease to emit greenhouse gases upon completion, unlike operational emissions that are continuous year after year until operation of the use ceases. Because of this difference, SCAQMD recommends amortizing construction emissions over a 30-year operational lifetime. Based on the results of the CalEEMod as seen on Table 2-1: Project-Related Greenhouse Gas Emissions, the Project would result in 35.83 MTCO₂e per year, which would not exceed the SCAQMD screening threshold of 3,000 Metric Tons of Carbon Dioxide Equivalent.

TABLE 2-1: PROJECT-RELATED GREENHOUSE GAS EMISSIONS				
Emission Source	Emissions (metric tons per year)			
Pollutant	CO₂	CH₄	N₂O	Total CO₂E
Annual construction-related emissions amortized over 30 years.	4.80	1.33e-03	0.00	4.80
Area	0.03	7.00e-05	0.00	0.03
Energy	30.92	1.3e-03	2.60e-04	31.03
Mobile Source	0.00	0.00	0.00	0.00
Waste	0.00	0.00	0.00	0.00
Water Usage	0.00	0.00	0.00	0.00



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

Total CO₂e (All Sources)	35.83 MTCO₂e per year
SCAQMD Threshold	3,000 MTCO₂e per year
Exceeds SCAQMD Threshold?	NO

Discussion of Impacts:

- a) Less than Significant Impact: For construction phase project emissions, GHGs are quantified and amortized over the life of the project. To amortize the emissions over the life of the project, SCAQMD recommends calculating the total GHG emissions for the construction activities, dividing it by a 30-year project life, then adding that number to the annual operational phase GHG emissions. As such, construction emissions from the proposed project (approximately 1,443 MTCO₂e per year) were amortized over a 30-year period and added to the annual operational phase GHG emissions. Operational activities associated with the proposed project would result in emissions of CO₂, CH₄, and N₂O, primarily from energy source emissions and area source emissions. GHG emissions associated with operational activities will result in 30.89 MTCO₂e per year. Based on the CalEEMod emissions summary on Table 2-1, the proposed project will generate approximately 35.83 MTCO₂e per year, which is below the 10,000 MTCO₂e/year threshold of significance established by SCAQMD. Thus, project-related emissions would not have a significant direct or indirect impact on GHG and climate change. Therefore, impacts associated with GHG emissions would be less than significant and no mitigation is required.
- b) Less than Significant Impact: The proposed development is consistent with zoning and land use designations within the City's General Plan. The site is zoned Industrial (I) and designated for employment-related land use. The Project would be required to comply with regulations imposed by the State of California and the SCAQMD, aimed at the reduction of air pollutant emissions. Those regulations that are directly and indirectly applicable to the Project and that would assist in the reduction of GHG emissions include the Global Warming Solutions Act of 2006 (AB32) and Senate Bill 32 (SB 32). AB32 requires the California Air Resources Board (CARB) to develop regulations and market mechanisms to reduce California's GHG emissions to 1990 levels by the year 2020. Many of the GHG reduction measures outlined in AB32 have been adopted over the last five years and implementation activities are on-going. SB32 requires the state to reduce statewide greenhouse gas emissions to 40% below 1990 levels by 2030. Because the transportation sector (which includes Vehicle Miles Traveled/VMT) is the largest contributor to California's greenhouse gas emissions (more than 36 percent), SCAG anticipates updated and more stringent regional emissions reduction targets. On April 7, 2016, SCAG's Regional Council adopted the 2016-2040 Regional Transportation Plan/ Sustainable Communities Strategy (2016 RTP/SCS). This plan provides a guideline for integrating land use and transportation, with a focus on sustainable growth locally and regionally. The Plan calls for advanced technology in transportation and mobility, which can reduce the environmental impact of existing modes of transportation. For example, projects should consider alternative fuel vehicles for freight and fleet applications. Furthermore, the Plan envisions a system of truck-only lanes extending from the San Pedro Bay Ports to downtown Los Angeles along I-710, connecting to the SR-60 corridor and finally reaching I-15 in San Bernardino County. The Plan is currently underway to evaluate the East-West Freight Corridor (EWFC) project, which would be a catalyst for the use of zero- and near zero-emission truck technologies, improving air quality for communities near the corridor and throughout the region. The proposed project would also be required to comply with applicable provisions of Title 24 Energy Efficiency Standards and California Green Building Standards (CALGreen), in an effort to reduce GHG emissions. Energy efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases GHG emissions. The proposed Project is consistent with the City's General Plan, which was updated in June 2014. Growth forecasts from the City's General Plan update were evaluated and incorporated into the 2016 RTP/SCS¹, and included in the 2016 AQMP. The proposed project will implement best practices to reduce impacts from VMT and utilize CARB certified engines to reduce diesel emissions. Furthermore, the proposed Project would not conflict with any applicable plan, policy or regulation of a local or regional agency, as stated above, for the purpose of reducing the emissions of greenhouse gases. No mitigation measures are necessary.

Mitigation Measures: None Proposed.

¹ Southern California Association of Governments (SCAG) 2016 TRP/SCS Growth Forecast by Jurisdiction. Online. <http://www.scag.ca.gov/Documents/2016DraftGrowthForecastByJurisdiction.pdf> (Accessed August 29, 2018)



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

VIII. HAZARDS AND HAZARDOUS MATERIALS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- Phase I Environmental Site Assessment, ATC Group, 2016
- ATC Group Services LLC, Jan 2016; Peer Review of ATC Phase I Environmental Site Assessment, Leighton Consulting, Inc., September 2017



Chestnut Street Terminal Facility Mitigated Negative Declaration

Discussion of Impacts:

- a) Less than Significant Impact. The Project operation involves the transport and storage of containers to and from the project site. The containers will contain a wide variety of materials; however, the applicant does not propose to use the site for the shipment of hazardous materials and, as a Condition of Approval, hazardous materials would be prohibited on-site. Furthermore, no containers will be opened on-site, and it is therefore improbable that any hazardous or non-hazardous materials would be released in such a quantity as to create a significant impact to the public and/or environment. It should be noted that in the event the applicant wishes to handle hazardous materials in the future they would be done so in accordance to the regulatory settings set forth by the City of Industry and the LA County Fire Department. Any such hazardous materials would be packed in the containers in accordance with all applicable laws and regulations, and businesses that handle or store hazardous materials, *i.e.*, quantities at or above 55 gallons of liquids, 500 pounds of solids, or 200 cubic feet of gases must comply with requirements of the Hazardous Materials Disclosure Program (HMD) administered by the Los Angeles County Fire Department (LACoFD 2005). No containers would be opened on site, and it is improbable that any hazardous materials would be released in such a high quantity as to create a significant impact to the public or environment. The project would not create a hazard through the storage, use, or disposal of hazardous materials. No significant impacts would occur, and no mitigation measures are required.
- b) Less than Significant Impact. The Project operation involves the transport and storage of containers to and from the project site. The containers will be both domestic and international in origin and will contain a wide variety of materials. However, as discussed above, the applicant does not propose to use the site for the shipment of hazardous materials and, as a Condition of Approval, hazardous materials would be prohibited on-site. Moreover, no containers will be opened on-site. Further, during construction activities, the developer is required to adhere Asbestos Removal Protocol, which is regulated by the South Coast Air Quality Management SCAQMD. Thus, the Project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.
- c) Less than Significant Impact. Two elementary schools Glenelder Elementary School (16234 Folger Street, Hacienda Heights) and Hurley Elementary School (535 Dora Guzman Ave, La Puente), exist approximately three-quarters south and north of the project site, respectively. Because the operation of the Project will not involve the transport or storage of hazardous materials, the Project would not emit or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.
- d) Less than Significant Impact with Mitigation. While the Project site is not 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 not create a significant hazard to the public or the environment, the property is located within the San Gabriel Basin Area 4 National Priorities List (NPL) site, a region where the groundwater is impacted with volatile organic compounds (VOCs), notably the industrial solvents trichloroethylene (TCE) and tetrachloroethylene (PCE). The presence of impacted groundwater beneath the Project site is considered to represent a *recognized environmental condition*. The impacted groundwater originated on the project site. A number of monitoring and extraction wells were observed or reported on the property, together with signage indicating the presence of buried contaminated water pipelines. While it is expected that the proposed improvements to and uses of the Project site would result in impacts that are less than significant, the existing ground water impacts and monitoring warrant additional mitigation measures to ensure the facilities are accessible and, should the existing pipelines be unearthed, that the protocol for asbestos removal is followed in accordance to the Guidelines prescribed by the South Coast Air Quality Management District. These mitigation measures are discussed below.
- e) No Impact. The Project is not located within an airport land use plan or within two miles of a public airport or public use airport. Specifically, the Project site is located approximately 11 miles from the nearest airfield (San Gabriel Valley Airport, 4223 Santa Anita Avenue, City of El Monte), which is private. As such, the Project would not result in a safety hazard to or from an airport as a result of the proposed project, and no mitigation measures are required.
- f) No Impact. The Project is not within the vicinity of a private airstrip; however, the Project site is located approximately 2.5 miles from the City of Industry Civic Financial Center which has a private heliport, and approximately five miles from a second private heliport (Los Altos Food Products, 450 Baldwin Park Blvd., City of Industry). It should be noted that the San Gabriel Valley Airport, 4223 Santa Anita Avenue, City of El Monte) is located approximately 11 miles from the project site. The Project site is already partially developed with SCE transmission lines, and no new potential hazards will be added to the site. No impacts related to airstrips would occur, and no mitigation measures are required.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

- g) Less than Significant Impact. The proposed Project is located in a fully developed area of the City with all services available, including water service and fire protection and police protection services. The Project will utilize the existing street system for access and circulation, which is capable of providing two points of access from Chestnut Street. The Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
- h) No Impact. The Project site is located in a fully developed and urbanized area of the city. Very little vegetation exists in the area and no wildlands are in proximity to the project site. Based on Figure 17 of the City's General Plan, a Moderate and High Fire Hazard zone does exist within the City boundary; however, that area is located south of the Project at the City's most southerly city boundary. The proposed Project, therefore, would not 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.

Mitigation Measures:

- **HAZ-1:** The suspect asbestos-containing pipe should be evaluated for asbestos content. If determined to contain asbestos, then prior to any activity that may disturb the pipe, it should be removed by a licensed and certified asbestos abatement contractor;
- **HAZ-2:** Development plans shall consider the need for future access and/or maintenance to the wells and other infrastructure such as pipelines, valves and associated control equipment located on- site;
- **HAZ-3:** Developer shall periodically review the status of the remediation case to be aware of when the case achieves regulatory closure to ensure that the RP (Responsible Party) at that time abandons/decommissions the wells and related on-site remediation system equipment.

IX. HYDROLOGY AND WATER QUALITY

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- Phase I Environmental Site Assessment, ATC Group, 2016
- Federal Emergency Management Agency Flood Insurance Maps, dated September 6, 2008

Discussion of Impacts:

- a) No 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 both operational and construction activities. During site construction the 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. Upon development, the project will implement a Water Quality Management Plan which prescribes BMP's in the form of filtration to treat water before being discharged from the project site. These BMP's include bioswales and or other landscape features, detention basins of mechanical filters to capture and filter the surface flows prior to being discharged into the storm drain system. The proposed project would not affect area surface waters. No significant impacts would occur and no mitigation measures are required.



Chestnut Street Terminal Facility Mitigated Negative Declaration

- b) Less than Significant Impact. Although the Project will result in increased impervious areas, the Project has been designed to maintain historical flows so that it will not 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 ground water table level.
- c) Less than Significant Impact. The Project will not 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 substantial erosion or siltation on- or off-site as the Project has been designed to intercept the surface flows via ribbon gutters and convey surface flows to the storm drain system.
- d) Less than Significant Impact. The Project will not 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 as the Project has been designed to intercept the surface flows via ribbon gutters and convey surface flows to the storm drain system.
- e) Less than Significant Impact. The developer will prepare and process grading and drainage plans to be reviewed and approved by the City, ensuring that the Project will not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. As previously discussed, the on-site drainage will be intercepted and conveyed in a ribbon gutter and mechanically filtered or filtered through the course of on-site landscaping in the form of bioswales. This not only allows the flows to be treated, but by design creates a storage system for the water to allow percolation or evaporation before excess is discharged into the storm drain system.
- f) Less than Significant Impact. The Project will not degrade the water quality as only storage cargo containers and trailers will be stored on-site. Furthermore, the implementation of a Water Quality Management Plan (WQMP) is required. The plan implements BMP's that are specifically designed to capture and filter all on-site water before being discharged into the storm drain system.
- g) No Impact. According to information provided by the Federal Emergency Management Agency (FEMA) and as referenced in Figure 15 of the City's General Plan, the property is located in flood zone X, located on flood insurance rate maps 06037C1695F, and 06037C1700F. The area is considered as being in a minimal flood hazard area, and outside areas of 100-year flood risk. No housing is being proposed; therefore, no impact is expected.
- h) No Impact. As mentioned above, the Project site is located in flood zone X, an area determined to have minimal flood hazards according to FEMA flood insurance rate maps 06037C1695F, and 06037C1700F. The Project is not within a 100-year flood hazard area, nor is the Project proposing housing.
- i) No Impact. The Project site is within an area determined to be Zone X according to FEMA flood insurance rate maps 06037C1695F, and 06037C1700F, outside the 0.2% chance floodplain. There are no structures or housing being proposed with this Project; therefore, the Project will not 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.
- j) No Impact. 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. 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. As such, no mitigation is warranted.

Mitigation Measures: None proposed.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

X. LAND USE AND PLANNING

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, 2014

Discussion of Impacts:

- No Impact. The Project site is in a fully developed industrial corridor of the City and is surrounded by industrial land uses. The Project will not physically divide an established community.
- No Impact. The proposed Project is consistent with both the General Plan Land Use Designation and the Zoning District, which allows for industrial enterprises and storage yards similar to that proposed by the applicant.
- No Impact. The Project is not within any designated conservation area as depicted in Figure 12 of the City's General Plan and thus will not conflict with any applicable habitat conservation plan or natural community conservation plan.

Mitigation Measures: None proposed

XI. MINERAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- Logistics Terminals, Inc. Initial Study, The Planning Center, June 2008



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

Discussion of Impacts:

- a) No Impact. The City's General Plan adopted in 2014 does not contain or reference any sites which may contain mineral resources, and no known mineral resources of value to the region or residents of the State exist on the Project site per the Department of Conservation mineral resources mapping. Therefore, no impacts would occur as a result of the implementation of the proposed Project.
- b) No Impact. No known minerals of local importance exist on the Project site and no mineral recovery sites are delineated within City boundaries. No impacts would occur as a result of the implementation of the proposed Project.

Mitigation Measures: None proposed.

XII. NOISE

Would the Project result in:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- County of Los Angeles Noise Ordinance
- Logistics Terminals, Inc. Initial Study, The Planning Center, June 2008

Discussion of Impacts

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. It should be noted that noise was analyzed under the Initial Study and Negative Declaration adopted in 2008. There are no changes to the project and no new impacts have been identified since the 2008 noise analysis.



Chestnut Street Terminal Facility Mitigated Negative Declaration

- a) Less than Significant Impact. The City does not have a Noise Ordinance prescribing maximum permissible noise levels, and typically defers to the County of Los Angeles's Noise Ordinance. The 2008 IS/ND therefore evaluated potential construction and operational noise impacts using the County's Noise Ordinance significance thresholds for noise. With respect to construction activities, the IS/ND noted that noise levels would increase due to the operation of on-site construction equipment. At the time that the IS/ND was prepared, the nearest noise-sensitive uses were single-family residences located approximately 528 feet north of the project site and north of the railyards. Construction-related activities would generate noise levels lower than ambient noise conditions associated with railroad operations and vehicular noise along Valley Boulevard. Construction noise generated from the project was found to be less than significant.

The 2008 IS/ND identified existing (2008) and future (2010) traffic volumes and corresponding noise levels on Chestnut Street (between Kern Creek Court and Anaheim and Puente Road) and on Azusa Avenue (between Valley Boulevard and Chestnut Street). Chapter 12.08 of the Los Angeles County Municipal Code identifies that the exterior noise level for residential properties when measured from the property line should not exceed 45 dB between 10:00 PM and 7:00 AM, and 50 dB between 7:00 AM and 10:00 PM. The IS/ND identified that the existing noise level on Azusa Avenue (between Valley Boulevard and Chestnut Street) was approximately 77.7 dBA CNEL at 50 feet from the centerline of the road. The existing (2008) noise level on Chestnut Street (between Kern Creek Court and Anaheim and Puente Road) was approximately 66.9 dBA CNEL at 50 feet from the centerline of the road. In 2010, the IS/ND forecasted an increase of 0.2 dBA CNEL along both Azusa Avenue and Chestnut Street without the project. With the implementation of the project, no noise increase was forecasted along Azusa Avenue and a 0.2 dBA CNEL increase was forecasted along Chestnut Street.

Using the County of Los Angeles significance criteria, a significant impact would occur if project-related mobile sources would cause an audible change in noise levels. A minimum 3 dBA change in noise levels is typically necessary for human hearing to discern a change in noise levels. To increase traffic noise levels by more than 3 dBA, project traffic would have to double the existing roadway volumes. Because the project would not double the existing roadway volumes and would not significantly increase roadway traffic, the IS/ND found that the project would not have significant noise impacts associated with vehicular traffic. Because of the physical characteristics of noise transmission and noise perception, the relative loudness of sound does not closely match the actual amounts of sound energy.

Typical human hearing can detect changes of approximately 3 dBA or greater under normal conditions. Changes of 1 to 3 dBA are detectable under quiet, controlled conditions and changes of less than 1 dBA are usually indiscernible. A change of 5 dBA or greater is typically noticeable to most people in an exterior environment and a change of 10 dBA is perceived as a doubling (or halving) of the noise. Existing noise levels at the two residences east of the Project site exceed the exterior standards established by the County of Los Angeles. As previously discussed, the increase from the proposed Project, including traffic, construction and operations, is expected to be 0.2 dBA CNEL, which is less than significant. As such, the Project will not result in exposure of persons to or generation of noise levels more than standards established by the County of Los Angeles.

- b) Less than Significant Impact. No ground borne vibration impacts are expected from construction and operation of the proposed Project. It is anticipated that the increase in ground borne noise levels along Chestnut Street will be 0.2 dBA CNEL. Therefore, the Project will not expose persons to or generate excessive ground borne vibration or ground borne noise levels.
- c) Less than Significant Impact. The existing ambient noise levels, including noise generated by the existing railyard activities and the vehicular traffic along Valley Boulevard directly north of the Project site as well as Azusa Avenue east of the project site, will not be permanently increased to a substantial degree because of the forecasted 0.2 dBA CNEL increase associated with the construction and operational activities of the proposed "Project."
- d) Less than Significant Impact. As previously noted, at the time that the 2008 IS/ND was prepared, the two residences west of the project site had not yet been constructed. The currently proposed project is expected to generate approximately the same traffic volumes as the previously approved project. Regardless of the timeframe, the same traffic characteristics and traffic volumes for both the previously approved and the proposed Panattoni project would correspond to the same change in noise levels. Although the existing noise levels at the residences on Chestnut Street exceed the exterior standards set forth by the County of Los Angeles, the change in noise levels associated with the project would be 0.2 dBA or less which is not a significant impact.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

Therefore, although there are sensitive receptors proximate to the project site that were not present when the IS/ND was adopted, no new impacts nor a substantial increase in the severity of a previously identified impact would occur. No new information of substantial importance that was not known and could not have been known at the time the IS/ND was adopted is available that would change the impact finding. The findings of the IS/ND would therefore be applicable to the proposed project.

- e) Temporary elevated noise impacts, associated with the paving of the site and the construction of the wall along Chestnut Street, will be experienced during the construction of the minor improvements to the project site. Said noise will not result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the "Project."
- f) No Impact. The Project is not located within an airport land use plan or within two miles of a public airport or public use airport as the nearest airport is approximately 11 miles from the Project site and nearest heliport is 2.5 miles from the project site. Therefore, the Project would not expose people working in the Project area to excessive noise levels, and no mitigation is warranted.
- g) No Impact. As discussed in Sub-section "e", the Project is not within the vicinity of a private airstrip and, therefore, would not expose people working in the Project area to excessive noise levels. As such, no mitigation is warranted.

Mitigation Measures: None proposed.

XIII. POPULATION AND HOUSING

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, 2014

Discussion of Impacts:

- a) No Impact. The proposed project is an in-fill development on a partially developed property located within an industrial corridor. The Project does not create any habitable structures. No new housing or the need for a significant amount of new infrastructure 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) No Impact. No housing exists on the project site, and implementation of the proposed Project would not displace housing nor necessitate the construction of replacement housing.
- c) No Impact. No housing or residents exist on the Project site and no people will be displaced as a result of the proposed Project.

Mitigation Measures: None proposed.

XIV. PUBLIC SERVICES



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) 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 rations, response times or other performance objectives for any of the public services;				
i. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- Logistics Terminals, Inc. Initial Study, The Planning Center, June 2008



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

Discussion of Impacts:

- i) Less than Significant Impact. **Fire Protection:** Los Angeles County Fire Department will continue to provide fire protection and emergency medical services to the Project site as well as the surrounding community. Although, the development of the Project will result in the intensification of the land use, the resulting incremental increase in demand for said services would be minimal as there are a limited number of modular structures and employees on-site. As such, the Project would not result in the need for construction of new fire protection facilities.
- ii) Less than Significant Impact. **Police Protection:** Los Angeles County Sheriff's Department will continue to provide police protection services to the Project site and surrounding community. Although, the development of the Project will result in the intensification of the land use, the resulting incremental increase in demand for said services would be minimal as there are a limited number of modular structures and employees on-site. As such, the Project would not result in the need for construction of new police/sheriff protection facilities.
- iii) No Impact. **Schools:** The proposed Project does not include residential development, does not generate students, and does not increase demand on local schools. Schools and educational facilities will not be impacted as a result of the implementation of the proposed Project.
- iv) No Impact. **Parks:** The proposed Project does not involve park development or displacement of existing park facilities. The Project does not generate new residents and thus does not increase demand on park facilities.
- v) Less than Significant Impact. **Other Public Facilities:** The proposed Project does not include residential development, does not increase population, and does not result in a significant impact to the provision of public services such as libraries, water or sewer facilities.

Mitigation Measures: None proposed.

XV. RECREATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, 2014

Discussion of Impacts:

- a) No Impact. The proposed Project is situated on an infill underutilized property designated for industrial purposes. Furthermore, the site is partially developed with high voltage electric transmission lines. The Project does not include residential development and will not increase population. Thus, the Project will not increase the use of existing neighborhood or regional recreational facilities.
- b) No Impact. The Project does not include recreational facilities or require the construction or expansion of recreational facilities.

Mitigation Measures: None proposed.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

XVI. TRANSPORTATION AND TRAFFIC

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 transits.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in change in the air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decreases the performance of safety of such facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

Traffic Impact Study for Truck Storage Facility, 16908 Chestnut Street, KOA Corporation, January

2018 Discussion of Impacts:

a & b) Less than Significant Impact. A traffic impact analysis was prepared to analyze potential traffic impacts associated with the Project. The Project is designed to have two points of access with ingress from Chestnut Street located within the easternmost portion of the project site, west of Anaheim and Puente Road. Egress is proposed within the central portion of the Project site located at the Bixby Drive and Chestnut Street knuckle. The on-site circulation is limited to one-way drive aisles.

As determined in the trip analysis in the January 2018 Traffic Impact Study, the Project is estimated to generate a total of 754 gross daily trips; however, it is assumed that 50 percent of the trips would be generated on-site and associated with rail yard activities. As such, only 377 trips are anticipated as new trips impacting surrounding roadways with approximately 190 AM peak hour trips, and 40 PM peak hour trips.



Chestnut Street Terminal Facility Mitigated Negative Declaration

The traffic impact analysis referenced above analyzed existing traffic intersections and road segments affected by the proposed Project. The affected intersections and segments were determined through consultation with the City of Industry. The study evaluated the existing and future conditions and levels of service of affected intersections, with and without traffic generated by the proposed Project included. As noted in Table 3-1 below, two intersections (Azusa Avenue/Gale Avenue and Azusa Avenue/Hurley Street) currently perform at unacceptable Level of Service (LOS) conditions of E and F, respectively. As depicted in Table 3-2, the study determined that the additional traffic generated by the Project would slightly worsen the unacceptable conditions at the substandard intersections; however, the worsening condition is considered less than significant as the vehicle delay was not greater than 10 seconds. Therefore, the applied significance standard based on the Institute of Transportation Engineers, ITE Manual, for study intersections was the cause or worsening of LOS F conditions with 10 seconds or more of vehicle delay. Table 3-3 indicates that the Project impacts will only increase the vehicle delay at the Azusa Avenue/Gale Avenue and Azusa Avenue/Hurley Street intersections by 2.6 and 1.9 seconds, respectively. As such, the delay will not result in a significant impact.

As discussed in the 2008 Initial Study, and according to the CMP Guidelines, a traffic analysis shall address all CMP arterial monitoring intersections where the proposed project would add 50 or more trips during the weekday peak hour, and any mainline freeway monitoring locations where the project would add 150 or more trips in either direction during the peak hour. The nearest CMP arterial roadway in the vicinity of the Project site is Azusa Avenue and the nearest CMP arterial monitoring stations are the intersections of Azusa Avenue at the SR-60 ramps. The proposed project would not result in a significant impact at these two CMP intersections because the intersections would continue to operate at acceptable levels of service for the "with project" scenario (i.e., LOS B, C, and D).

Two other CMP arterial monitoring intersections are located in the project vicinity. The intersection of Azusa Avenue at Main Street is located north of the project site, and the intersection of Azusa Avenue at Colima Road is south of the SR-60. Based on the assumed distribution of project-generated traffic, it is estimated that the project would add 28 trips during the morning peak hour and five trips during the afternoon peak hour to the Azusa Avenue/Colima Road intersection. It is estimated that the project would add negligible traffic to the Azusa Avenue/Main Street intersection.

As these volumes are well below the threshold of 50 trips cited above, a traffic analysis is not required for these CMP intersections. Similarly, it is estimated that the project would contribute a maximum of 75 trips to the most directly affected freeway segment, which is the SR 60, west of Azusa Avenue. As this is well below the threshold of 150 trips for freeways, a traffic analysis is not required for the freeway. The conclusion of the CMP traffic analysis is that the project would not exceed a level of service standard established by the county congestion management agency and that the impacts would be less than significant.

Table 3-1. Intersection Performance - Existing Conditions

Study Intersections		AM Peak		PM Peak	
		Delay	LOS	Delay	LOS
1	Azusa Ave & SR 60 EB Ramps/Mall Driveway	45.0	D	24.8	C
2	Azusa Ave & SR 60 WB Ramps	36.4	D	20.4	C
3	Azusa Ave & Gale Ave	56.1	E	59.1	E
4	Azusa Ave & Anaheim Puente Rd/Private Rd	9.7	A	9.7	A
5	Anaheim Puente Rd & Chestnut St ¹	10.4	B	13.3	B
6	Valley Blvd & Hurley St	8.2	A	9.2	A
7	Azusa Ave & Hurley St	67.2	E	115.4	F

LOS = Level of Service; Delay = Vehicles delay in seconds ¹ Unsignalized intersection



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

Table 3-2. Intersection Performance - Existing With-Project

Study Intersections		AM Peak		PM Peak	
		Delay	LOS	Delay	LOS
1	Azusa Ave & SR 60 EB Ramps/Mall Driveway	46.1	D	24.8	C
2	Azusa Ave & SR 60 WB Ramps	38.2	D	20.5	C
3	Azusa Ave & Gale Ave	58.7	E	59.4	E
4	Azusa Ave & Anaheim Puente Rd/Private Rd	14.7	B	9.9	A
5	Anaheim Puente Rd & Chestnut St ¹	12.8	B	13.9	B
6	Valley Blvd & Hurley St	8.2	A	9.2	A
7	Azusa Ave & Hurley St	69.1	E	115.8	F

LOS = Level of Service; Delay = Vehicles delay in seconds ¹ Unsignalized intersection

Table 3-3. Determination of Project Impact - Existing With-Project Conditions

Study Intersections		Peak Hour	AM Peak		PM Peak		Change in V/C	Sig Impact?
			Delay	LOS	Delay	LOS		
1	Azusa Ave & SR 60 EB Ramps/Mall Driveway	AM	45.0	D	46.1	D	1.1	No
		PM	24.8	C	24.8	C	0.0	No
2	Azusa Ave & SR 60 WB Ramps	AM	36.4	D	38.2	D	1.8	No
		PM	20.4	C	20.5	C	0.1	No
3	Azusa Ave & Gale Ave	AM	56.1	E	58.7	E	2.6	No
		PM	59.1	E	59.4	E	0.3	No
4	Azusa Ave & Anaheim Puente Rd/Private Rd	AM	9.7	A	14.7	B	5.0	No
		PM	9.7	A	9.9	A	0.2	No
5	Anaheim Puente Rd & Chestnut St1	AM	10.4	B	12.8	B	2.4	No
		PM	13.3	B	13.9	B	0.6	No
6	Valley Blvd & Hurley St	AM	8.2	A	8.2	A	0.0	No
		PM	9.2	A	9.2	A	0.0	No
7	Azusa Ave & Hurley St	AM	67.2	E	69.1	E	1.9	No
		PM	115.4	F	115.8	F	0.4	No

LOS = Level of Service; Delay = Vehicles delay in seconds ¹ Unsignalized intersection

- c) No Impact. The Project is not located in the vicinity of any public or private airports and will not result in change in the air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.
- d) No Impact. The Project will utilize existing streets and existing street alignments and design, and will not introduce incompatible uses. Ingress is located at the easternmost portion of the Project site and is accessible from Chestnut Street and contains adequate queuing to prevent on-street parking or queuing. Egress is located at the central portion of the site and allows for egress on to Chestnut Street at Bixby Drive. Therefore, the Project will not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

- e) No Impact. The Project will utilize existing streets and existing street alignments and design with two points of emergency ingress and egress as discussed in Sub-section (d). Thus, the Project will not result in inadequate emergency access.
- f) No Impact. No off-site parking is permitted, and no existing parking is affected by the Project. The proposed project would involve the development of a SCE easement for use as a storage site for containers and truck tractors. A total of 541 spaces are proposed. There are no other uses proposed for the site that would generate a demand for parking. As such, the Project will not result in inadequate parking capacity.
- g) No Impact. The Project will not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance of safety of such facilities as the City of Industry streets have been designed to accommodate truck traffic the use of such for bicycle travel is not encouraged. Furthermore, sidewalks are provided to effectively accommodate pedestrians and bicyclists.

Mitigation Measures: None proposed.

XVII. TRIBAL CULTURAL RESOURCES

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:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Sources:

City of Industry General Plan, 2014

Discussion of Impacts:

a & b) Less than Significant Impact with Mitigation. The Project site is an infill property located within a developed industrial corridor. The property is partially developed with high voltage electrical lines and support towers. Additionally, the property was historically utilized as a nursery. Although the City's General Plan does not list the site as a potential historical resource, its proximity to the San Gabriel River and adjacency to the San Jose Creek create the risk that the site may potentially contain tribal cultural resources as historically, Native American tribes established villages near waterways. Thus potential resources may be encountered during grading activities that may be 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). As such, mitigation is warranted to ensure that impacts to potential historical resources are less than significant.



Chestnut Street Terminal Facility Mitigated Negative Declaration

Due to the partially developed infill nature of the project site, it is not likely to contain any resources that may be considered significant to a California Native American tribe. As part of the "Project's requirements under AB52, The Soboba Band of Luiseno Indians and the Gabrieleño Band of Mission Indians – Kizh Nation are on the City of Industry's notification list. The City prepared notification letters and distributed them to the identified tribal representatives on December 22, 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 MND.

Mitigation Measures:

- **TCR-1:** If inadvertent discoveries of cultural resources are encountered at any time during construction, these materials and their context shall be avoided until a qualified archeologist and a representative from the appropriate culturally affiliated Native American tribes or bands have consulted with the City of Industry regarding appropriate avoidance and mitigation measures for the newly discovered resources. Construction personnel shall not collect or retain cultural resources. Prehistoric resources include but are not limited to: chert or obsidian flakes; mortars and pestles; dark, friable soil containing shell and bone; dietary debris; heat-affected rock; or human burials. Historic resources include stone or adobe foundations or walls; structures and remains with square nails; and refuse deposits (glass, metal, wood, ceramics), often found in old wells and privies. Pursuant to California Public Resources Code §21083.2(b) avoidance is the preferred method of preservation for archeological resources.
- **TCR-2:** All sacred sites, should they be encountered, shall be avoided and preserved as the preferred mitigation, if feasible.
- **TCR-3** Should construction/development activities uncover paleontological resources, work will be moved to other parts of the Project site and a qualified paleontologist shall determine the significance of these resources. If the find is determined to be significant, avoidance or other appropriate measures shall be implemented. Appropriate measures would include that a qualified paleontologist be permitted to recover and evaluate the find(s) in accordance with current standards and guidelines.

XVIII. UTILITIES AND SERVICE SYSTEMS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the Project from existing entitlements and resources or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

e) Result in a determination by the wastewater 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, 2014
- Los Angeles County LID Ordinance, May 2012

Discussion of Impacts:

- a) Less than Significant Impact. The proposed project would not result in a substantial increase in wastewater generation. Wastewater generated by the proposed project would be typical of a storage type of use, and would not contain substantial levels of pollutants. The proposed project would not exceed the wastewater treatment requirements of the applicable Regional Water Quality Control board. Therefore, implementation of the proposed project would not affect water systems and will comply with all applicable wastewater treatment requirements of the Regional Water Quality Control Board.
- b) No Impact. The proposed Project will result in the construction of a singular modular office and restroom facility however, the City's water and wastewater systems are sufficient to serve and treat the Project as proposed. Therefore, the Project would not result in the necessity to construct or expand water and wastewater treatment facilities.
- c) Less than Significant Impact. The Project will be required to construct the necessary improvements to connect to the City's existing storm drain system which discharges to the San Jose Creek drainage channel. The City's existing storm drain system can provide sufficient capacity to accommodate the level of water runoff anticipated upon construction of the new impervious surface.
- d) Less than Significant Impact. The City of Industry is supplied with potable water from six different water purveyors which include the La Puente Valle County Water District, Rowland Water District, San Gabriel Valley Water Company, Suburban Water Systems, Walnut Valley Water District and City of Industry Waterworks. for both present and future needs. The amount of water needed to service the proposed Project site would not be significant and would not require the procurement of additional entitlements. Therefore, the existing water system would be adequate to handle the proposed utilization of the site for container storage. Furthermore, adherence to the State of California and City of Industry's water efficient landscape and irrigation guidelines further reduce the site's need for potable water. Development and connection fees as applicable will be paid by the applicant.
- e) Less than Significant Impact. Two security trailers, a modular office and restroom facilities will be located on the project site, and the wastewater generated will be minimal. Wastewater treatment facilities operated by the Sanitation Districts of Los Angeles County, specifically the San Jose Creek Water Reclamation Plant, have adequate capacity to serve the proposed Project.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

- f) Less than Significant Impact. The Project as proposed will result in a negligible amount of solid waste. There will be no on-site construction of permanent buildings; rather the modular structures will be built off-site and moved to the project site. Operational waste will result from typical office and restroom facilities; however, based on the limited office space, permanent operation waste is determined to be minimal. Furthermore, current landfill facilities have sufficient capacity to serve the Project, including the Puente Hills Land Fill and others which are contracted through the Sanitation District of Los Angeles County and are dispersed via local rail lines. Additionally, AB 939 requires local jurisdictions to divert 50 percent of their waste from landfills by 2000. As discussed in the 2014 General Plan, the City is meeting or exceeding these requirements through the implementation of the Countywide Integrated Waste Management Plan or CIWMP and the 2016 Green Building Code standards further require that construction and demolition waste be reduced by 65 percent or greater for new non-residential development.
- g) No Impact. The Project will comply with all applicable federal, state and local statutes and regulations related to solid waste. As previously discussed, this includes adherence to AB 939 and the 2016 Green Building Code regulations.

Mitigation Measures: None proposed.

XIX. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion of Impacts:

- a) Less than Significant Impact With Mitigation. The Project site does not contain any threatened, endangered or special status species and does not contain habitats for special status species. The Project does not contain any known historic or cultural resources. The Project does not 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. However, the potential for cultural resources warrants mitigation as outlined in the Cultural Resources section of this report.



Chestnut Street Terminal Facility Mitigated Negative Declaration

- b) Less than Significant Impact. The proposed Project is essentially an infill Project within a fully developed and urbanized area of the City. The Project will develop a large partially developed parcel of land in the immediate area and will not induce growth such that impacts such as traffic and air quality, will continue to accumulate as the project has demonstrated that these impacts are less than significant. Furthermore, the Project is situated within an industrial corridor and is not within the vicinity of any local sensitive receptors.
- c) Less than Significant Impact With Mitigation. Based on the analysis throughout this IS/MND, most of the Project impacts would either result in no impacts or less than significant impacts. Mitigation measures have been identified to reduce impacts related to aesthetics [AES-1], which mitigated glare and light spillover onto adjacent properties, geotechnical [GEO1-3], to ensure soil stabilization and proper drainage, hazards & hazardous materials [HAZ1-3], which is intended to protect the environment from accidental release of asbestos and to maintain access and monitoring of existing well sites within the project boundary, and tribal cultural resources [TCR1-3], which are intended to protect cultural resources in the event of inadvertent finds of such resources. . Upon implementation of the proposed mitigation measures, the project will result in a less than significant impact.



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

**MITIGATION MONITORING AND REPORTING PROGRAM
Chestnut Street Terminal Facility**

No.	Mitigation	Implementation Action	Method of Verification	Timing of Verification	Responsible Person	Verification Date
Aesthetics						
AES-1	Lighting shall be constructed in a manner that prohibits excessive glare and light spill over by utilizing shields or hoods that direct the light in a downward manner.	Condition of Approval	Submittal of Lighting Plan	During plan check of grading plan	Public Works/Building Department	
Geotechnical						
GEO-1	Maintain a minimum 2% drainage gradient in unpaved areas	Condition of Approval	Submittal of Grading Plan	During plan check of Grading Plan	Public Works Department	
GEO-2	Positive drainage devices such as graded swales, paved ditches, and catch basins should be used where appropriate within areas of development.	Condition of Approval	Submittal of Grading Plan	During plan check of Grading Plan	Public Works Department	
GEO-3	All drainage devices must be maintained on a regular basis and be clear of leaves, soil and other debris especially during rainy season.	Condition of Approval	Submittal of Grading Plan	During plan check of Grading Plan	Public Works Department	
Hazards						
HAZ-1	The suspect asbestos-containing pipe should be evaluated for asbestos content. If determined to contain asbestos, then prior to any activity that may disturb the pipe, it should be removed by a licensed and certified asbestos abatement contractor;	Condition of Approval	Submittal of Grading Plan	During plan check of grading plan	Public Works Department	
HAZ-2	Development plans shall consider the need for future access and/or maintenance to the wells and other infrastructure such as pipelines, valves and associated control equipment located on-site;	Condition of Approval	Submittal of Grading Plan	During plan check of grading plan	Public Works Department	
HAZ-3	Developer shall periodically review the status of the remediation case to be aware of when the case achieves regulatory closure to ensure that the RP (Responsible Party) at that time abandons/decommissions the wells and related on-site remediation system equipment.	Condition of Approval	Issuance of Certificate of Occupancy	During plan check of Building Plans	Building Department	



**Chestnut Street Terminal Facility
Mitigated Negative Declaration**

Tribal Cultural Resources						
TCR-1	If inadvertent discoveries of cultural resources are encountered at any time during construction, these materials and their context shall be avoided until a qualified archeologist and a representative from the appropriate culturally affiliated Native American tribes or bands have consulted with the City of Industry regarding appropriate avoidance and mitigation measures for the newly discovered resources. Construction personnel shall not collect or retain cultural resources. Prehistoric resources include but are not limited to: chert or obsidian flakes; projectile points; mortars and pestles; dark, friable soil containing shell and bone; dietary debris; heat-affected rock; or human burials. Historic resources include stone or adobe foundations or walls; structures and remains with square nails; and refuse deposits (glass, metal, wood, ceramics), often found in old wells and privies. Pursuant to California Public Resources Code §21083.2(b) avoidance is the preferred method of preservation for archeological resources.	Condition of Approval & Notes added to The Grading Plan	Submittal of Grading Plan	During plan check of grading plan and during grading activities	Public Works Department	
TCR-2	All sacred sites, should they be encountered, shall be avoided and preserved as the preferred mitigation, if feasible.	Condition of Approval and Notes added to Grading Plan	Submittal of Grading Plan	During plan check of grading plan and during grading activities	Public Works Department	
TCR-3	Should construction/development activities uncover paleontological resources, work will be moved to other parts of the Project site and a qualified paleontologist shall determine the significance of these resources. If the find is determined to be significant, avoidance or other appropriate measures shall be implemented. Appropriate measures would include that a qualified paleontologist be permitted to recover and evaluate the find(s) in accordance with current standards and guidelines.	Condition of Approval and Notes added to Grading Plan	Submittal of Grading Plan	During plan check of grading plan and during grading activities	Public Works Department	



Exhibit G

Resolution No. CC 2018-53 - DP 17-05

[Attached]

RESOLUTION NO. CC 2018-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 17-5 TO ALLOW THE DEVELOPMENT OF A TRUCK TERMINAL YARD FACILITY LOCATED AT 16601-16965 CHESTNUT AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA

RECITALS

WHEREAS, on March 3, 2017, Panattoni Development Company, Inc, (“Applicant”) filed a complete application requesting the approval of Development Plan (“DP”) No. 17-5 described herein (“Application”); and

WHEREAS, the Application applies to a 25 acre property at 16601-16965 Chestnut Avenue, City of Industry, California, Assessor’s Parcel Numbers 8242-012-812, 903, 904; 8242-016-802, 506, 807; 8242-013-002, 841, 902, 903 (“Property”); and

WHEREAS, the Applicant desires to construct a terminal facility for the storage and staging of cargo containers queued for distribution via the Union Pacific Railway, within the City’s “M” Industrial Zone. The proposed construction consists of two pre-manufactured guard sheds and the site will be graded and paved (the “Project”). In accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a Development Plan is required for this type of activity; and

WHEREAS, on July 10, 2008, the City Council approved three zone exceptions that consist of (1) permitting construction of a screen wall within the required thirty foot setback from the curb of the street; (2) allowing the Property to be developed with less than the required 12% landscaping of the total lot area and; (3) to eliminating the requirement of a sidewalk adjacent to the curb of the street; and

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

WHEREAS, an Environmental Assessment form was submitted by the Applicant pursuant to the City’s requirements. Based upon the information received and Staff’s review and assessment, it was determined that the Application could have a significant impact on the environment, but with the implementation of mitigation measures, the impacts will be reduced to a level that is less than significant, and an a Initial Study/Mitigated Negative Declaration (“IS/MND”) and Mitigation Monitoring and Reporting Program (“MMRP”) was prepared in accordance with the requirements of the California Environmental Quality Act (“CEQA”), California Public Resources Code section 21000 et seq., the State CEQA Guidelines, California Code of Regulations, Title 14,

Chapter 3, sections 15000 et seq., and the Environmental Impact Report Guidelines of the City of Industry; and

WHEREAS, the IS/MND and MMRP was circulated for public and agency review and comment on October 11, 2018, through and including, October 30, 2018; and

WHEREAS, the IS/MND concluded that implementation of the Project could result in a significant effect on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level. The mitigation measures address Aesthetics, Hazards and Hazardous Materials and Tribal Cultural Resources, but each of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed Mitigated Negative Declaration and MMRP; and

WHEREAS, on December 13, 2018, at a duly noticed public meeting, the City Council adopted Resolution No. CC 2018-53, approving the IS/MND and MMRP; and

WHEREAS, on December 13, 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 DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

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

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

SECTION 3. Based upon substantial evidence presented to the City Council during the December 13, 2018 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the MND and MMRP, 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 is subdivided to comply with minimum lot area and frontage requirements, is flat and free from hazards as noted in the accompanying IS/MND, and is designated as Employment in the General Plan and zoned Industrial, which is consistent with the proposed industrial development; and

B. The total development is arranged so as to avoid traffic congestion. The Property is broken up into two sections based on access because of the limitations the Edison towers have created, therefore Parking Lot A is the acreage furthest east,

bounded by Anaheim Puente Road, with an approximate frontage of 826 feet along Chestnut Street. Parking Lot B is the acreage on the westerly portion of the Property with an approximate frontage of 2,976 feet along Chestnut Street. The Property is an irregular shaped lot, Parking Lot A will have two new driveways that are accessed from Chestnut Street, and will be a minimum of 26 feet wide. Parking Lot B will have a total of four driveways, two are new and are a minimum of 26 feet, and two existing emergency only driveways that are 24 feet wide. Also the development is arranged to ensure the public health, safety and general welfare or prevent adverse effects upon neighboring properties because, as noted in the accompanying IS/MND, the project is designed to have two points of access with ingress from Chestnut Street located within the easternmost portion of the project site, west of Anaheim and Puente Road. Egress is proposed within the central portion of the Project site located at the Bixby Drive and Chestnut Street knuckle. The on-site circulation is limited to one-way drive aisles. Also, the approximately 377 vehicle trips, which equates to approximately 190 AM peak hour trips and 40 PM peak hour trips, do not significantly impact road capacity. In addition, the attached conditions of approval set operational and management standards that ensure the businesses will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance; and

C. The development is in general accord with all elements of the Industry Zoning Ordinance because, with the approval of the Development Plan and conditions of approval, the Project complies with development standards in regards to lot size, lot frontage, drainage, 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 and pursuant to the General Plan Goal LU2; competitive business climate and blend of businesses that best serve the long-term economic future of the City of Industry. Therefore, the project is maximizing the use of the existing parcels that have Edison transmission towers and are not conducive for industrial buildings but will be used as a truck terminal facility that can potentially be used to support the surrounding business; and

E. Based on the foregoing, the City Council approves Development Plan No. 17-5 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 December 13, 2018 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk

Attachment 1

Conditions of Approval – Development Plan 17-5

[Attached]



CITY OF INDUSTRY

Standard Requirements and Conditions of Approval

Application: Development Plan 17-5
Applicant: Panattoni Development Company, Inc
Location: 16601-16965 Chestnut Avenue (APN 8242-012-812, 903, 904;
8242-016-802, 506, 807; 8242-013-002, 841, 902, 903)

Conditions of Approval

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

1. The landscape irrigation system shall be designed to accept recycled water from future recycled water lines, which are currently being planned to be located in the area. The irrigation plan, which is submitted to the City for approval per Chapter 13.18 of the Municipal Code, shall be designed and clearly noted to allow the transition from potable water to recycled water when and if recycled water lines are eventually installed in the immediate vicinity.
2. Electronic gates shall be equipped with a Knox electric switch and an alternative energy back-up system, such as a generator or battery, which would allow operation of the security gate(s) during an electrical power outage. Access through the gates shall be provided for both the Los Angeles County Fire and Sheriff Departments. The location of Knox boxes shall be shown on the building plans and approved by both the Fire Department and Sheriff Department.
3. A note shall be added to the building plans stating that the construction contractor shall only use interior and exterior paints with a VOC content of 90 grams per liter (g/L) or less for the building structures to reduce VOC emissions. Prior to issuance of building permits, the construction contractor shall provide documentation to the satisfaction of the City of Industry Planning Department that verifies use of coatings with a VOC content of 90 g/L or less.
4. The Applicant shall comply with all surface drainage and driveway requirements set forth in Chapter 16.10 of the City's Code.
5. If buried tribal cultural resources are discovered during ground-disturbing activities, work shall stop in that area and within 100 feet of the find until a

qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.

6. The Applicant shall comply with all of the requirements set forth in the mitigation measures of the MND and MMRP. In the event of any conflict between the mitigation measures set forth herein and those set forth in the MND and MMRP, the mitigation measures set forth in the MND and MMRP shall prevail.
7. Containers shall not be stacked more than two high at any time.
8. There shall not be lodging of any type on the Property.
9. There shall not be any mechanical maintenance or repair on the Property.
10. There shall be protective barriers installed to protect the existing Southern California Edison tower/poles on the site.
11. There shall be a signed lease agreement with the City of Industry for the rental of the property prior to building permit issuance.
12. No hazardous materials may be stored on the Property at any time.
13. The proposed landscaping shall be fronting along Chestnut Street.

Mitigation Measures

14. **AES-1** Lighting shall be constructed in a manner that prohibits excessive glare and light spill over by utilizing shields or hoods that direct the light in a downward manner.
15. **HAZ-1** The suspect asbestos-containing pipe should be evaluated for asbestos content. If determined to contain asbestos, then prior to any activity that may disturb the pipe, it should be removed by a licensed and certified asbestos abatement contractor.
16. **HAZ-2** Development plans shall take into account the need for future access and/or maintenance to the wells and other infrastructure such as pipelines, valves and associated control equipment located on- site.
17. **HAZ-3** Developer shall periodically review the status of the remediation case to be aware of when the case achieves regulatory closure to ensure that the RP (Responsible Party) at that time abandons/decommissions the wells and related on-site remediation system equipment.

18.TCR-1 If inadvertent discoveries of cultural resources are encountered at any time during construction, these materials and their context shall be avoided until a qualified archeologist and a representative from the appropriate culturally affiliated Native American tribes or bands have consulted with the City of Industry regarding appropriate avoidance and mitigation measures for the newly discovered resources. Construction personnel shall not collect or retain cultural resources. Prehistoric resources include but are not limited to: chert or obsidian flakes; projectile points; mortars and pestles; dark, friable soil containing shell and bone; dietary debris; heat- affected rock; or human burials. Historic resources include stone or adobe foundations or walls; structures and remains with square nails; and refuse deposits (glass, metal, wood, ceramics), often found in old wells and privies. Pursuant to California Public Resources Code§21083.2(b) avoidance is the preferred method of preservation for archeological resources.

19.TCR-2 All sacred sites, should they be encountered, shall be avoided and preserved as the preferred mitigation, if feasible.

20.TCE-3 Should construction/development activities uncover paleontological resources, work will be moved to other parts of the project site and a qualified paleontologist shall determine the significance of these resources. If the find is determined to be significant, avoidance or other appropriate measures shall be implemented. Appropriate measures would include that a qualified paleontologist be permitted to recover and evaluate the find(s) in accordance with current standards and guidelines.

Engineering Conditions

1. The development site shall be graded to drain surface water to the existing City storm drain system in the street or easement with no cross lot drainage permitted to the Flood Control Channel. Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments by landfills are allowed." Storm drain easement shall be a minimum of 15 feet in width. For deep pipes, the easement shall be (2 x depth – OD) to maximum 25 feet. Easement layout and legal description and closure calculations shall be reviewed to the City Engineer with a separate deed.
2. The final grading plan shall be substantially the same, specifically with regard to the sheet flow patterns, drainage, size, and grading configuration as the proposed grading illustrated on the conceptual grading plan. If there is a significant deviation between the two plans the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to approval of the revision. The City Engineer may refer the matter to the Planning Commission for an opinion before making a decision. Failure to achieve such a finding will require processing a new site plan.
3. In conformance with Chapter 13.16 of the Municipal Code and prior to issuance of

grading permit, the Applicant shall provide a Storm water Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the current National Pollutant Discharge Elimination System (NPDES) construction general permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer for review and approval. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. A copy of the approved SWPPP shall be kept at the project site and available for review upon request.

4. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall implement an effective combination of erosion and sediment control BMPs consistent with the NPDES construction general permit to prevent erosion and sediment loss and the discharge of construction wastes, to the satisfaction of the City Engineer, which shall be in the form of a storm water soil loss prevention plan (also called an erosion control plan or a water pollution control plan).
5. In conformance with Chapter 13.16 of the Municipal Code, the Applicant shall provide: 1) a Low Impact Development (LID) plan; and 2) an operations, maintenance, and monitoring plan to the City Engineer for review and approval. Upon approval, the Applicant shall construct storm drains and water quality devices according to the approved plans and the satisfaction of the City Engineer. Prior to building final and/or issuance of the certificate of occupancy, the Applicant shall provide the City Engineer with a signed and recorded covenant and agreement stating that the Property and all structural or treatment control Best Management Practices (BMPs) will be maintained in compliance with the municipal NPDES permit (also called the MS4 Permit) and other applicable regulatory requirements.
6. In conformance with Chapter 13.16 of the Municipal Code, all future owners or successors of a property subject to a requirement for maintenance of structural and treatment control BMPs must either:
 - 1) assume responsibility for maintenance of any existing structural or treatment control BMPs at least once a year and retain proof of maintenance/inspection for review by the City Engineer upon request; or 2) replace an existing structural or treatment control BMP with new control measures or BMPs meeting the current standards of the City and the municipal NPDES permit. Prior to building final and/or issuance of the certificate of occupancy, this requirement shall be included in a recorded restrictive covenant on Property and included in any sale or lease agreement or deed of the Property.
7. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Development Services Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls,

erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.

8. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare preliminary Geology and Soils report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing shall be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures, LID infiltration feasibility and engineering properties of the soils on site and/or to be used as fill, and shall include recommendations on grading procedures. The recommendations shall be implemented by the Applicant.
9. All slopes of 5 feet or more in vertical height and of 5:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.
10. Prior to the issuance of a grading permit the developer shall submit recorded slope easements or written letters of permission from adjacent landowners in all areas where grading is proposed to take place outside of the project boundaries.
11. Prior to the issuance of grading permits, surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer.
12. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 50-year flood per the Los Angeles County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.

13. Prior to the approval of the grading plans, the hydrology study shall be submitted for the City Engineer's review. All analysis shall comply with the Los Angeles County Hydrology Manual and County Local Drainage Manual with allowable discharge rate. The conduit shall convey the design flow with the hydraulic grade line (HGL) maintaining a minimum freeboard of 1.0 ft below the ground surface or gutter flow line during the design event. Drainage facilities with sump conditions shall be designed to convey the tributary 50-year storm flows. Secondary emergency flow bypass shall also be provided as approved by the City Engineer.
14. All utility customer service lines, including electrical, cable, telephone and similar services wires and cables, shall be installed underground and shall be concealed from view.
15. Prior to approval of grading plan or permit issuance, the applicant shall obtain a permission or acknowledgement of awareness of grading activities to be performed within utility easements from easement holders with satisfaction to the City Engineer.
16. Prior to issuance of a Certificate of Occupancy, all required improvements, including but not limited to: curb and gutter, A.C. pavement, sidewalks, drive approaches, parkway landscaping, street lights, storm drains, BMPs water and sewer systems and signing and striping as shown on the approved plans shall be constructed.
17. There shall be a signed lease agreement or separate agreement addressing cross lot drainage issues with the City of Industry and any other landowners.
18. A drainage plan shall be submitted for review and approval by the City Engineer. No drainage is permitted to occur across any property line, unless a drainage easement or other document deemed acceptable by the City Staff, has been recorded prior to issuance of any permits.

Code Requirements and Standards

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

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

2. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.
3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
5. The Applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up of utilities. One sewer connection per parcel is permitted and, in the case of multiple units or buildings, all sewer lines must join together at the connection point.
6. The Applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.
7. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall provide a Storm water Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the current National Pollutant Discharge Elimination System (NPDES) construction general permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer for review and approval.
8. The Applicant shall provide building plans to be approved prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. Development shall take place in substantial conformance with the approved development plans.
9. Demolition and construction operations shall be limited to the hours prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
10. Should archeological resources be uncovered during site preparation, grading, or excavation, work shall be stopped for a period not to exceed 14 days. The find shall be immediately evaluated for significance by a county-certified archaeologist. If the archaeological resources are found to be significant, the archaeologist shall perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; submit resources to the California State University Fullerton; and provide a comprehensive final report including appropriate records for the California Department of Parks and

Recreation (Building, Structure, and Object Record; Archaeological Site Record; or District Record, as applicable).

11. Hours of construction are limited to 7:00 am to 7:00 pm Monday through Saturday with no construction on Sundays.

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.
2. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

Indemnification and Hold Harmless Condition

1. The Applicant, and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.
2. The Applicant and Property Owner shall submit to the City written consent to all of the conditions referenced herein within 10 days of approval. The Applicant understands that Resolution No. CC- 2018-54 and Resolution No CC- 2018-53 will be of no force or effect unless such written consent is submitted to the City.

CITY COUNCIL

ITEM NO. 7.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Uendra Joshi, Project Manager, CNC Engineering *UJ*

DATE: December 13, 2018

SUBJECT: Consideration of Improvements to Existing Public Highway At-Grade Crossing Agreement with County of Los Angeles and Union Pacific Railroad Company for California Avenue at Alhambra Subdivision Crossing, north of Valley Boulevard (MP 06-11 #20)

Background:

As part of the Traffic Signal Synchronization Project, the County of Los Angeles (County) desires to undertake a safety improvement project at California Avenue and Union Pacific Railroad (UPRR), Alhambra Subdivision at-grade crossing just north of Valley Boulevard. This is a tri-party agreement between City of Industry, County and UPRR as all three parties share jurisdictions. This is a federally funded safety upgrade project, and the County was able to secure the funds for the project. UPRR has a Design & Construction Agreement (attached) which was adopted by the Board of Supervisors of County of Los Angeles (Board) in November of this year.

Discussion:

As part of this project, the County wants to install or modify signage and striping and highway traffic control at existing railroad crossings at California Avenue and Valley Boulevard in the City of Industry. UPRR has agreed to install the necessary equipment and materials required to interconnect and coordinate the operation of the existing railroad guard crossing protection devices with the traffic signals. The agreement provides that the County will finance the work to be completed by UPRR. After UPRR's work is completed, County will seek Board's approval to advertise for a construction contract to upgrade the traffic signals at these locations.

Fiscal Impact:

Under the Agreement the City is to pay UPRR \$1,000.00 upon the right to reconstruct, maintain, use and repair the north approach of the roadway over and across the crossing area. All other costs will be covered by the County under separate Agreement.

Recommendation:

Staff recommends that the City Council approve the At-Grade Crossing Agreement and authorize the Mayor and Deputy City Clerk to execute the same.

Exhibit:

- A. Improvements to Existing Public Highway At-Grade Crossing Agreement
-

TH/JN/UJ:bb

EXHIBIT A

Improvements to Existing Public Highway At-Grade Crossing Agreement

[Attached]

UPRR
2/27/18

UP Real Estate Folder No.: 276831
Agreement Number _____

**IMPROVEMENTS TO EXISTING PUBLIC HIGHWAY AT-GRADE CROSSING
AGREEMENT**

CALIFORNIA AVENUE
DOT NUMBER 746908H
MILE POST 499.57 - ALHAMBRA SUBDIVISION
CITY OF INDUSTRY, LOS ANGELES COUNTY, CALIFORNIA

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and among **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad"), **CITY OF INDUSTRY**, a municipal corporation or political subdivision of the State of California to be addressed at _____ ("City") and **COUNTY OF LOS ANGELES**, a municipal corporation or political subdivision of the State of California to be addressed at _____ ("County").

RECITALS:

Southern Pacific Company (Railroad's predecessor), the City and the County entered into an Agreement dated January 23, 1969 regarding the Railroad's installation and maintenance of certain crossing signals at the Crossing Area (as defined below) (the "Original Agreement").

The County desires to undertake as its project (the "Project") the relocation of a pre-signal, installation of signage and striping, and modification of existing highway traffic signals at an existing at-grade public highway crossing over California Avenue, DOT Number 746908H at Railroad's Milepost 499.57 on Railroad's Alhambra Subdivision at or near City of Industry, Los Angeles County, California (the "Crossing Area"). The Crossing Area is generally shown on the location print marked **Exhibit A** and more specifically shown on **Exhibit A-1** attached hereto and hereby made a part hereof. The road crossing, as reconstructed and improved, is hereinafter the "Roadway" and the portion of the Railroad's property where the Roadway crosses the Railroad's property is the "Crossing Area."

To help facilitate the Project, the Railroad agrees to install the necessary relays and

other materials required to interconnect and coordinate the operation of the existing railroad grade crossing protection devices with the operation of said highway traffic control signals as specified in the Plans (as defined below). Said work is to be performed at the sole expense of the County.

The Railroad, the City and the County are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

A. For and in consideration of the sum of **ONE THOUSAND DOLLARS (\$1,000)** to be paid by the City to the Railroad upon the execution and delivery of this Agreement and in further consideration of the City's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the City the right to reconstruct, maintain, use and repair the north approach of the Roadway over and across the Crossing Area.

B. For and in consideration of the sum of **ONE THOUSAND DOLLARS (\$1,000)** to be paid by the County to the Railroad upon the execution and delivery of this Agreement and in further consideration of the County's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the County the right to (i) install signage and striping, reconstruct and modify the north and east/west approach of the Roadway over and across the Crossing Area and reconstruct and modify the pre-signal and highway traffic signals in accordance with the Plans and (ii) reconstruct, maintain, use and repair the pre-signal, the highway traffic signals and the east/west approach of the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by either the City or the County, as applicable, to perform any Project work or reconstruction, maintenance, repair and replacement of highway traffic signals, as applicable, and/or the Roadway on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the County or the City, as applicable, shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. Each of the City and the County confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Senior Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. 276831

D. If respective employees of the City or the County will be performing any work in the Crossing Area, the City or the County, as applicable, may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the County will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The City and County agree that no costs and expenses for the Project work or any other work permitted hereunder are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO COUNTY; COUNTY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad in connection with the initial construction of the Project, at the County's sole cost and expense, is described in the Material and Force Account Estimate dated March 30, 2017, marked **Exhibit C** and the UPRR Cost Summary dated September 7, 2016, marked **Exhibit C-1** attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is \$170,331.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the County in the event the County does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The County acknowledges that the Estimate includes an estimate of flagging or other protective service costs that are to be paid by the County or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the County or the Contractor as determined by the Railroad and the County. If it is determined that the Railroad will be billing the Contractor directly for such costs, the County agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the County during the Project and final billing to the County within one hundred eighty (180) days after receiving written notice from the County that all Project work affecting the Railroad's property has been completed.

E. The County agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates. The standard additive rates shall be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.

F. Upon completion of the Project, the City and/or County, as applicable, agree to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad for any other work performed by the Railroad hereunder in connection with the City's and/or County's ongoing

maintenance obligations hereunder including, but not limited to, all actual costs of engineering review, construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates. The standard additive rates shall be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.

Section 8. PLANS

A. The County, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include, as applicable, all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. Once approved by the Railroad, no changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the City, the County or any Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the City, the County or any Contractor on the Plans is at the risk of the City, the County and such Contractor(s), as applicable.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications

and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and County mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. PROTECTIVE MEASURES FOR CROSSING WORK

The County, at its sole cost and expense, shall (A) provide traffic control, barricades, and all detour signing for the crossing work in connection with the Project; (B) provide all labor, material and equipment to install concrete or asphalt street approaches and highway traffic control signals; and (C) install advanced warning signs, and, if required, pavement markings, in compliance and conformance with the current Manual on Uniform Traffic Control Devices ("MUTCD"). All improvements to be installed hereunder shall be installed in compliance and conformance with MUTCD.

Section 11. SIGNAL FAILURE/ INTERFERENCE

A. Except as otherwise set forth in this Agreement, the City and/or County shall not be liable to the Railroad on account of any failure of the Railroad's warning device signals, including any flasher lights, to operate properly, nor shall the Railroad have or be entitled to maintain any action against the City or the County arising from any failure of the Railroad's warning device signals to operate properly. Similarly, the Railroad shall not be liable to the City or the County on account of any failure of the City's and/or County's traffic signals to operate properly, nor shall the City and/or County have or be entitled to maintain any action against the Railroad arising from any failure of the City's and/or County's traffic signals to operate properly.

B. Each party shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communications lines, or those of its licensees or tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

Section 12. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City and County in the event the County does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the County shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final plans. The obligation to reimburse the Railroad for its actual costs under this Section 12C shall be joint and several to the City and the County.

Section 13. CONDITIONS TO BE MET BEFORE COUNTY CAN COMMENCE WORK

Neither the County nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the City and County have executed this Agreement.
- (ii) The Railroad has provided to the County the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 14. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and the City and/or County agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 15. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Neither the City nor County shall assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and the City and County.

Section 16. FEDERAL FUNDING

If the County will be receiving any federal funds for the Project, the County agrees that it is solely responsible for performing and completing all requirements, including, without limitation, reporting requirements, in connection with the Project and receipt of such funding and that the Railroad shall not have any responsibility in connection with the same. The County also confirms and acknowledges that (A) the Railroad shall provide to the County the Railroad's standard and customary billing for any expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (B) such standard and customary billing and documentation from the Railroad provides the information needed by the County to perform and complete any such reporting requirements in connection with any federal funding. The Railroad confirms that the County shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 12 of **Exhibit B** of this Agreement.

Section 17. HORIZONTAL DIRECTIONAL DRILLING GUIDELINES

A. Any construction or reconstruction by the City and/or County (or its contractors, subcontractors or agents) of the traffic interconnect or traffic preemption wire under Railroad's property and trackage on the Crossing Area shall be performed using Horizontal Directional Drilling ("HDD") in accordance with the guidelines issued by Railroad, as may be amended by Railroad in its sole and absolute discretion to comply with practices recommended by the American Railway Engineering and Maintenance-of-Way Association ("AREMA"). All designs, plans and specifications must include pipe specifications and the actual planned depth of the pipe to be installed under Railroad's railroad rights of way and trackage on the Crossing Area. All pipe used in connection with the any such work must satisfy AREMA recommendations and all applicable government and industry regulations.

B. County's designs, plans and specifications submitted to Railroad must include an installation plan describing: (i) the anticipated rig capacity; (ii) the proposed equipment to be used and the method for advancing the borehole through expected soil conditions; (iii) the angles, depth and exact location of the exit ditch; (iv) the pilot hole diameter; (v) the proposed reaming plan, including the number and diameter of pre-reams/back-reams and the diameter of the final reamed borehole; and (vi) the contingency equipment and plans for dealing with soil conditions that a soil engineer could reasonably expect to encounter at the HDD installation site. The installation plan must also address the estimated hours of operation during the HDD borehole drilling and installation process, the minimum number of personnel required, and the responsibilities of on-site personnel during all HDD operations. In addition to the installation plan, the County, prior to drilling, must also provide to Railroad for review and approval a detailed fracture mitigation plan

and establish a survey grid line along with a program to monitor and document the actual location of the borehole during HDD operations. The fracture mitigation plan must include a method for monitoring and capturing the return of drilling fluids and must set forth steps to prevent the inadvertent escape of drilling fluids which could potentially undermine Railroad's right of way and tracks. The County must submit or cause to be submitted to Railroad the installation plan, the fracture mitigation plan, and the monitoring plan described above prior to the commencement of work on Railroad's property.

C. The County's designs, plans and specifications submitted to Railroad must also include qualifications of the drilling contractor to be used by the County to perform the HDD installation of the Water Line, which such qualifications shall include specific instances of the drilling contractor's successful experience in drilling under sensitive surface facilities.

D. The County shall coordinate with Railroad prior to commencing any work within Railroad's property or within twenty-five (25) feet of such right of way, as provided for in this Agreement. During the HDD process, representatives of Railroad and the County shall monitor the ground, ballast and track for movement during the drilling, reaming and pullback processes in connection with the installation of the traffic interconnect or traffic preemption wire. If movement is detected, the installation of the traffic interconnect or traffic preemption wire and all train movement on the tracks on or near the Crossing Area shall be immediately stopped. The County shall immediately notify Railroad of any damage caused by the HDD process, and such damage shall be immediately repaired, subject to Railroad's review, inspection and approval. Once the damage is repaired, the County shall review and approve the installation process (at the County's sole cost and expense), along with any modifications made by the County to such process in order to prevent future damage from occurring, prior to the County recommencing the installation of the traffic interconnect or traffic preemption wire. The County shall pay all costs and expenses incurred by Railroad in connection with the installation of traffic interconnect or traffic preemption wire.

Section 18. CHOICE OF LAW. The laws of the State of California, to the extent not preempted by federal law, shall be applied in the interpretation, execution, and enforcement of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

CITY OF INDUSTRY

By: _____
Printed Name: _____
Title: _____

COUNTY OF LOS ANGELES

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Deputy

Date: 3/19/18

**EXHIBIT A
TO
IMPROVEMENTS TO EXISTING PUBLIC HIGHWAY AT GRADE CROSSING
AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)

**EXHIBIT A-1
TO
IMPROVEMENTS TO EXISTING PUBLIC HIGHWAY AT GRADE CROSSING
AGREEMENT**

Exhibit A-1 will be the detailed print of the Crossing Area (see Recitals)

**EXHIBIT B
TO
IMPROVEMENTS TO EXISTING PUBLIC HIGHWAY AT GRADE CROSSING
AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. Neither the County nor the City shall use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, neither the County nor the City shall use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the City or County for the purpose of conveying electric power or communications incidental to the City or County's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the City or County to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the City and/or County, as applicable, shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The City and/or County shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the City and/or County at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the City and/or County, as applicable, will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the City and/or County will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. COMPLETION OF PROJECT WORK; OTHER PERMITTED WORK

A. The County, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project work or other work permitted hereunder, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the City and/or County, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Project and other work permitted hereunder, including all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the County shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All work of the County upon the Railroad's property (including, but not limited to, the Project work and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All work of the County shall be performed diligently and completed within a reasonable time. No part of the Project work or any other work to be performed hereunder shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the County. The County hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the City and/or County, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City and/or County is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City and/or County, as

applicable, at the City and/or County's own expense, or by the Railroad at the expense of the City and/or County, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the County of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the County shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The County shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the signage and striping it installs in connection with the Project, the pre-signal, highway traffic signals and the east/west approach of the Roadway over and across the Crossing Area, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. The City shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the north approach of the Roadway over and across the Crossing Area.

C. If, in the future, the City and/or County elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the City's and/or County's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the City and/or County shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the City and/or County shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. SIGNAL SYSTEM MAINTENANCE COSTS

The City and/or County and Railroad agree that City and/or County will pay for the cost of maintenance of the automatic grade-crossing protection system as allowed in California Public Utilities Code Section 1202.2.

SECTION 8. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 9. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City and/or County that the work will be performed in a safe manner and in conformity with the following standards:

- A. **Definitions.** All references in this Agreement to the City and/or County shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City and/or County shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by City and/or County.** If the City's and/or County's employees need to enter Railroad's property in order to perform an inspection of the Roadway (and appurtenances), minor maintenance or other activities, the City and/or County shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the City and County, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the City's and/or County's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of City's and/or County's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.
- C. **Flagging.**
- (i) If the City's and/or County's employees need to enter Railroad's property as provided in Paragraph B above, the City and/or County agree(s) to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by City and/or County in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)

day notice, the Railroad Representative will determine and inform City and/or County whether a flagman need be present and whether City and/or County needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City and/or County for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City and/or County agree(s) that City and/or County is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City and/or County shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City and/or County may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City and/or County must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City and/or County will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The City and/or County shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City and/or County shall use only such methods as are consistent with safety, both as concerns the City and/or County, the City's and/or County's agents and employees, the

officers, agents, employees and property of the Railroad and the public in general. The City and/or County (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City and/or County to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City and/or County shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City and/or County further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The City and/or County shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The City and/or County, at its own expense, shall adequately police and supervise all work to be performed by the City and/or County, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City and/or County for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the City and/or County with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City and/or County will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the City's and/or County's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City and/or County is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City and/or County shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The City and/or County shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City and/or County at the City's and/or County's own expense or by the Railroad at the expense of the City and/or County. The City and/or County shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The City and/or County shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The City and/or County shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City and/or County shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City and/or County, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City and/or County in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The City and/or County, at the City's and/or County's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City and/or County, at the City's and/or County's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City and/or County, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City and/or County shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the City and/or County shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue

and profits. City and/or County shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the City and/or County. If it is, City and/or County will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 10. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City and/or County, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City and/or County shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 11. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 12. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City and/or County for a period of three (3) years following the date of Railroad's last billing sent to City and/or County.

SECTION 13. REMEDIES FOR BREACH OR NONUSE

A. If the City and/or County shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the City and/or County will reimburse the Railroad for the expenses thereof.

B. Nonuse by the City and/or County of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the City and/or County hereunder.

C. The City and/or County will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 14. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and/or County and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City and/or County shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City and/or County and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, including the Original Agreement, with respect to the work or any part thereof.

**EXHIBIT C
TO
IMPROVEMENTS TO EXISTING PUBLIC HIGHWAY AT GRADE CROSSING
AGREEMENT**

Exhibit C will be the Material & Force Account Estimate.

**EXHIBIT C-1
TO
IMPROVEMENTS TO EXISTING PUBLIC HIGHWAY AT GRADE CROSSING
AGREEMENT**

Exhibit C-1 will be the Railroad Cost Summary.

**EXHIBIT D
TO
IMPROVEMENTS TO EXISTING PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision] [Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____
Folder No. _____

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad Five Hundred Dollars (\$500.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

(Name of Contractor)

By: _____
Title: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to

procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
 -
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.

- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
- (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
- (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
- (v) Before stepping over or crossing tracks, look in both directions first.
- (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

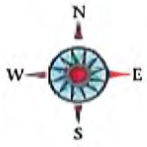


EXHIBIT "A"
RAILROAD LOCATION PRINT
ACCOMPANYING A
**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT/
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**



UNION PACIFIC RAILROAD COMPANY

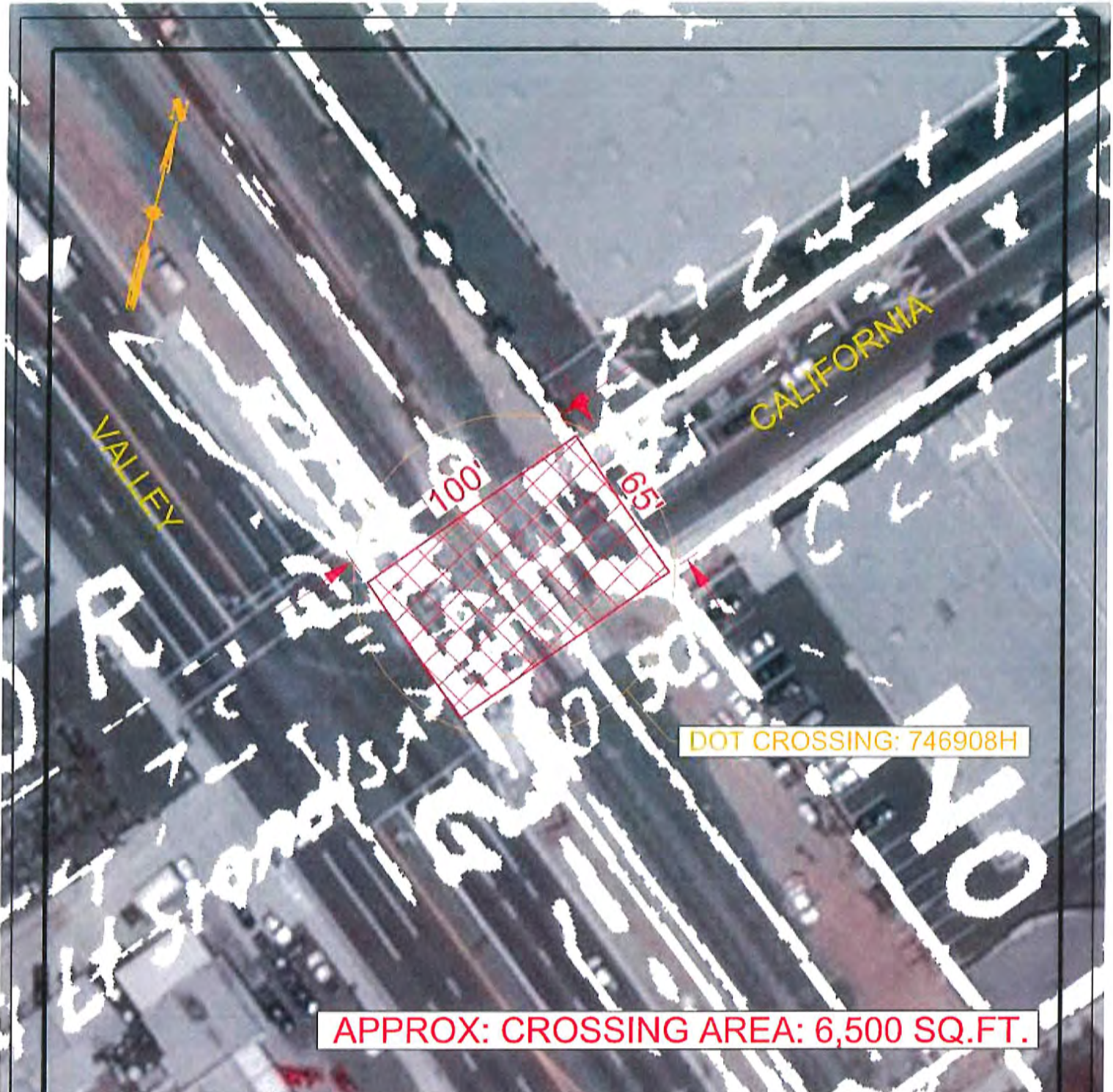
ALHAMBRA SUB
RAILROAD MILE POST 499.57
TORRANCE, LOS ANGELES COUNTY, CA

To accompany an agreement with the
LOS ANGELES COUNTY and/or CONTRACTORS
UPRR Folder No. 2768-31 Date: March 15, 2018

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193



LEGEND:

- CROSSING AREA 
- UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

INDUSTRY, LOS ANGELES COUNTY, CA

M.P. 499.57 - ALHAMBRA SUB.

TO ACCOMPANY AGREEMENT WITH

CITY OF INDUSTRY

SP/CA/V-33/4

SCALE: 1" = 50'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 7-17-2017

DSK FILE: 2768-31

CADD FILENAME	0276831
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SCAN FILENAME	S:/SP/CA/30S/33/CA3304.TIF
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Material And Force Account Estimate

LA County

Estimate Creation Date: 2/27/2018 Number: 110324 Version: 2

Standard Rates: 190.39%

Estimate Good Until 11/27/18

Location: ALHAMBRA SUB, SIMN, 488.29-497.81

Buy America: No

Description of Work: industry, CA California St. MP. 499.57 Alhambra Sub. DOT# 746908H WO. 22328 PID. 85352

100% Recollectable (100% LA County)

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL	UP 00%	Agncy 100%
SIGNAL									
	Xing - Engineering Design	1	LS	6,532.00	6,532	0	6,532	0	6,532
	Xing - Fill/Rock/Gravel	1	LS	2,000.00	0	2,000	2,000	0	2,000
	Xing - Meter Service	1	LS	15,000.00	0	15,000	15,000	0	15,000
190.39%	Xing - Labor Additive	1	LS	65,552.00	65,552	0	65,552	0	65,552
	Xing - Track Card (Main and Stand-by) New Cable	1	EA	12,889.00	6,000	6,889	12,889	0	12,889
	Xing - Relocate Narrow Band Shunts	2	EA	5,228.00	4,698	5,758	10,456	0	10,456
	Xing - Track Filter/Battery Check	3	EA	4,320.00	10,800	2,160	12,960	0	12,960
Wire Relays, TIB Box	Xing - Misc.	1	LS	20,942.00	6,400	14,542	20,942	0	20,942
Sub-Total =					99,982	46,349	146,331	0	146,331

Totals = 99,982 46,349 146,331 0 146,331

Grand Total = \$146,331

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, LA County will pay actual construction costs at the current rates effective thereof.

EXHIBIT C-1

UPRR COST SUMMARY
TO PUBLIC ROAD CROSSING RECONSTRUCTION

DESCRIPTION OF WORK: Perform flagging, engineering review, and inspection services for the County of Los Angeles for the roadway improvements of California Avenue (USDOT# 746908H), at Railroad Mile Post 499.57 on the Alhambra Subdivision in Industry, Los Angeles County, California.

LOCATION: Industry, Los Angeles County, California DATE: 07 September 2016

DESCRIPTION	LABOR	MATERIAL	AUTHORITY TOTAL
FLAGGING (at \$1,400/day) 10 days	\$14,000	0	\$14,000
ENGINEERING REVIEW AND INSPECTIONS	\$10,000	0	\$10,000
TOTAL			\$24,000

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, THE AUTHORITY WILL BE BILLED FOR ACTUAL COST AT THE CURRENT RATES EFFECTIVE THEREOF.

RESOLUTION NO. 3981 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO THE CITIES OF COMMERCE AND INDUSTRY FOR RAILROAD UPGRADES

WHEREAS, the CITIES OF COMMERCE AND INDUSTRY, hereinafter referred to as CITIES, and the COUNTY OF LOS ANGELES, hereinafter referred to as COUNTY, in cooperation with the Union Pacific Railroad Company (UPRR), hereinafter referred to as UPRR, desire to upgrade the railroad crossings on California Avenue at Valley Boulevard and Garfield Avenue at Randolph Street, which work is hereinafter referred to as PROJECT; and

WHEREAS, the PROJECT is located and will be utilized within the jurisdictional limits of COUNTY and CITIES; and

WHEREAS, PROJECT is of general interest to CITIES and COUNTY; and

WHEREAS, COUNTY, the CITIES, and UPRR will execute agreements to construct the PROJECT; and

WHEREAS, the cost of PROJECT is currently estimated to be Two Hundred Ninety-Three Thousand and Eight Hundred Fifty and 00/100 Dollars (\$293,850.00); and

WHEREAS, the PROJECT cost will be financed with Two Hundred Thirty-Four Thousand and Two Hundred Thirty and 00/100 Dollars (\$234,230.00) in Los Angeles County Metropolitan Transportation Authority (LACMTA) Call for Projects, Proposition C Discretionary Grant funds for the San Gabriel Valley and Gateway Cities Traffic Signal Forum, and Fifty-Nine Thousand and Six Hundred Twenty and 00/100 Dollars (\$59,620.00) in Proposition C Local Return match funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) top-of-pot (TOP) allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the Fifty-Nine Thousand and Six Hundred Twenty and 00/100 Dollars (\$59,620.00) will be funded from this TOP allocation; and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements pursuant to Memorandum of Understanding Nos. P0001312, P00F1321, and P003308 between COUNTY and LACMTA; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1683 of the California Streets and Highways Code.

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Streets and Highways Code Sections 1680-1683, to extend aid to the Cities of Commerce and Industry in the amount of One Hundred Sixty Thousand and Eight Hundred Forty and 00/100 Dollars (\$160,840.00) for their pro rata share of the PROJECT from the Proposition C Discretionary Grant funds and Proposition C Local Return funds to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.

SECTION 3. The financial obligations of COUNTY are expressly conditioned upon obtaining reimbursement from LACMTA pursuant to Memorandum of Understanding Nos. P0001312, P00F1321, and P00F3308 between COUNTY and LACMTA.

SECTION 4. If any provision of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

The foregoing Resolution was adopted on the 20th day of November, 2018, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.



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

By *Danya Ruiz*
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *[Signature]*
Laura T. Jacobson
Deputy County Counsel

CITY COUNCIL

ITEM NO. 7.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Gerardo Perez, Construction Manager, CNC Engineering *G.P.*

DATE: December 13, 2018

SUBJECT: Consideration of Change Order No. 4, for Phase 1 Hudson (YAL) Building Tenant Improvements, with Golden Gate Steel, Inc. (Contract No. CITY-1441)

Background:

On January 11, 2018, the City Council awarded Contract No. CITY-1441 for Phase 1 Hudson (YAL) Tenant Building Improvements to Golden Gate Steel, Inc. and appropriated \$245,158.32 to the project. This project includes interior and exterior tenant improvements. Work will include the 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, repairs to existing foil insulation and other minor improvements.

Discussion:

After the project was awarded, the Contractor was issued revised plans with changes which were not included in the original contract.

On May 10, 2018, the City Council approved the following change orders in the amount of \$24,747.21:

- **Change Order Request No. 1:** Work was not performed.
- **Change Order No. 2:** Costs in the amount of \$3,209.72 for removal of an existing wall including asbestos abatement under the wall and electrical switch and outlets.
- **Change Order No. 3:** Costs in the amount of \$21,537.49 for removal of various non-bearing walls including asbestos abatement and removal of existing electrical

switches, outlets, data ports and wiring, T-Bar grid system, ceiling panels and installation of carpet in all vinyl floor areas.

As of November 26, 2018, the Contract City Engineer reviewed the following change order for completeness and accuracy as to the materials and labor included:

- **Change Order No. 4** – The original scope of work consisted of office tenant improvements such as exterior and interior paint, new carpet, new light fixtures, new ceiling tiles, etc. Prior to proceeding with the original scope of work but after awarding the contract, the Successor Agency to the Industry Urban-Development Agency entered into a purchase agreement to sell the YAL's current martial arts center located on 7th Avenue. So city staff requested revisions to the plans to instead move the martial arts center to this building and subsequently city staff moved YAL staff to the former Redevelopment Agency's building on Stafford Street that also houses the post office. By converting this building to the martial arts center, it also eliminated the office tenant improvements and preserves the warehouse space in the back as is. In order to accomplish this change, the following items of work are necessary:
 1. Demolition of the existing T-Bar ceiling, existing mechanical duct work, server room, electrical conduit and cabling including data cable
 2. Electrical lighting and HVAC (Heating Ventilation Air Conditioning) design including Title 24, Energy Efficiency and preparation of plans – engineering design
 3. Building and Safety Permit fees
 4. Structural support for the HVAC unit and roof patching
 5. Additional dry wall and insulation (walls and ceiling)
 6. New Omnisports wood flooring, light fixtures, HVAC unit including air balance and new doors
 7. Costs for extending for builder's risk insurance

The cost to perform this work totals \$229,595.31.

Fiscal Impact:

On January 11, 2018, City Council awarded \$204,298.36 to Golden Gate Steel Inc. and appropriated \$245,158.32 to the project from the 2015 Sales Tax Bond Proceeds to the City Capital Improvements – Facility Improvements – Construction Costs (Account No. 120.726.5205) Below are the current project costs including Change Order No. 4.

Table 1 - Summary of Project Costs

Contract Amount	\$204,298.36
Change Order No. 1	\$ 0.00
Change Order No. 2	\$3,209.72
Change Order No. 3	\$21,537.49
Change Order No. 4	\$229,595.31
Revised Project Cost	\$458,640.88

The revised contract amount including Change Orders 1-4 totals, \$458,640.88. An additional cost of \$254,342.52 from the original project contract amount. At this time an appropriation in the amount of \$254,342.52 is necessary.

Recommendations:

- 1.) Approve Change Order No. 4 in the amount of \$229,595.31 and authorize the Mayor to execute the approved change order; and
- 2.) Appropriate \$254,342.52 from the 2015 Sales Tax Bond Proceeds to the City Capital Improvements – Facility Improvements – Construction Costs (Account No. 120.726.5205)

Exhibit:

- A. Change Order No. 4 dated December 13, 2018

TH/JN/GP:jv

EXHIBIT A

Change Order No. 4 dated December 13, 2018

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 4

Phase 1 Hudson (YAL) Building Tenant
Project Improvements **Contract No.** CITY-1441 **Date** December 13, 2018

Type
Project Building Modification **Contractor** Golden Gate Steel, Inc.

Location 205 Hudson Ave.

Explanation:

Remove server room including asbestos abatement, new doors, new HVAC, new lighting fixtures, ceiling and wall insulation,
new wall partitions, electrical enclosures, new Omnisports flooring, extend builders risk insurance premiums, design fees for
electrical and HVAC including Title 24, permit fees

Extra Work by: Contract Items X Negotiated T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	revised flooring, new HVAC unit, electrical fixtures and design, insurance and permit fees	1	LS	\$229,595.31	
	insurance and permit fees				
TOTAL COST				\$229,595.31	

T & M SUMMARY

*Labor Cost	Total Labor per Day
*Equipment Cost (See attached breakdown)	Total Equipment per Day
*Material Cost	Sub-Total \$ -
(*Attach breakdown of labor, equipment and materials)	
CHANGE ORDER SUMMARY	Other Additive (Profit & Bond Fee)
Original Contract Amount \$ 204,298.36	Total T & M \$ -
Total Previous Change Orders \$ 24,747.21 12.11%	
Total Change Orders \$ 254,342.52 124.5%	Pay This CHANGE ORDER \$229,595.31 112.38%

Authorized by _____ Additional Contract Days 210

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

Contractor Representative [Signature] Date 12/4/18
 Joshua Nelson - Contract City Engineer Date

Troy Helling - City Manager [Signature] Date 12-4-18
 Project Manager Date



GOLDEN GATE CONSTRUCTION

14775 Carmenita Road Norwalk, CA 90650
 Lic. #776708 (562) 210-8108 Fax: (844) 272-9660

Change Order Request Form

Project Name: Phase 1 Hudson (YAL) Building Tenant Improvements

COR No.: 4

Project Address: 205 Hudson Ave. City of Industry, CA 91744

Date: 12/3/2018

Project Manager / Owner: Jim Goff / CNC Engineering

Change Description: Provide electrical light fixture, AC RTU, structural support, insulation under roof deck & furring wall drywall & paint, Roof patching, additional designed floor, additional builder's risk insurance, plan check & permit, designed plan, door/frame & hardware to match existing, relocate data box, electrical enclosures and air balance.

Change Scope of Work: Additional Items

Item	Description	QTY	UNIT	COST	AMOUNT
Demo	Door openings / Server Room	1	LS	\$ 4,950.00	\$ 4,950.00
Electric	Electrical design & Title 24	1	LS	\$20,300.00	\$ 20,300.00
HVAC	HVAC design & Title 24	1	LS	\$25,000.00	\$ 25,000.00
Structural Support	Site survey & Wood suport for HVAC unit on the roof	1	LS	\$4,000.00	\$ 4,000.00
Insulation (ceiling & wall)	R-30 Ceiling with Cap Sheet and R-13 Wall	1	LS	\$19,000.00	\$ 19,000.00
New wall	Partition & furring walls where needed for wall insulation	1	LS	\$35,772.00	\$ 35,772.00
Door/Frame/HW	Additional doors/frame/hardware to match existing	1	LS	\$13,410.00	\$ 13,410.00
Paint	New wall	1	LS	\$3,769.50	\$ 3,769.50
Roof patching	Upon separate warranty for patch area	1	LS	\$3,000.00	\$ 3,000.00
Data/Low Voltage	Demo/relocate	1	LS	\$4,900.00	\$ 4,900.00
Cabinet	Electrical Enclosures	1	LS	\$7,680.00	\$ 7,680.00
T-bar Ceiling	T-bar modification in the office	1	LS	\$1,900.00	\$ 1,900.00
Floor	Tarkett Omnisports 7.1 floor per revised plan	1	LS	\$26,529.00	\$ 26,529.00
Extend Ins.	Verbally Approved	1	LS	\$3,036.40	\$ 3,036.40
Plan check/Permit	Verbally Approved	1	LS	\$1,316.20	\$ 1,316.20
Design Plan	Verbally Approved	1	LS	\$6,400.00	\$ 6,400.00
Air Balance		1	LS	\$1,500.00	\$ 1,500.00
Equipment	Lift	1	LS	\$1,500.00	\$ 1,500.00
Mobilization		1	LS	\$2,170.00	\$ 2,170.00
Submittal		1	LS	\$800.00	\$ 800.00
Project Foreman	Extended work scope	1	LS	\$6,000.00	\$ 6,000.00
Trash Bin		1	LS	\$900.00	\$ 900.00
Sub Total					\$ 193,833.10
Overhead & Profit	General Contractor Overhead & Profit	1	%	\$193,833.10	\$29,074.97
Sub Total					\$222,908.07



GOLDEN GATE CONSTRUCTION

14775 Carmenita Road Norwalk, CA 90650
Lic. #776708 (562) 210-8108 Fax: (844) 272-9660

Bond	Bond	1	%	\$6,687.24	\$6,687.24
Total					\$229,595.31

MEMO

Item #3 from the original bid : deductive credit - \$ (10,000.00)
Item #7 from the original bid : deductive credit - \$ (5,500.00)
All other line items in the original bid still be paid in full amount.

Submitted by: Stephen Lim
Title: Project Manager

Approved by: _____
Name & Title: _____

CITY COUNCIL

ITEM NO. 7.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Gerardo Perez, Project Manager, CNC Engineering *GP*

DATE: December 13, 2018

SUBJECT: Consideration of Award of Agreement No. DS-18-040-B, Industry Hills Grand Arena Painting, to Mariscal Painting, in an amount not to exceed \$675,000.00

Background:

On March 8, 2018, Council authorized solicitation of public bids for Industry Hills Grand Arena Painting project for an estimated cost of \$1,100,000.00. This project consists of preparation and painting of all super structure steel members. City staff has determined that this project is subject to California Environmental Quality Act (CEQA) review, however, it falls within the 15301. Existing Facilities Categorical exemption, included in Exhibit E with this Award package is a Notice of Exemption.

The bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 30 vendors. The bid was viewed by 36 prospective bidders. The appropriate trade journals were notified on March 9, 2018. The bid was advertised on March 13, 2018 and March 20 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until June 15, 2018 at 11:00 a.m. in the City's Planetbids™ vendor portal.

Discussion:

The bid process closed on June 25, 2018. Eleven (11) bids were received from the following entities: Mariscal Painting, Signature Painting, Inc., Tony Painting, Pacific Contractors Group Inc., Color New Company, Wilson & Hampton Painting Contractors, A.J. Fistes Corporation, Piana Construction and Painting, Inc., Olympos Painting, Inc., Murphy Industrial Coating, Inc. and GDL Best Contractors, Inc. The review of bids has found that Mariscal Painting has submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project. Per the specifications, Contractors are required to be either ISO (International Standard Organization) or SSPC (Society for Protective Coatings) certified prior to award of the contract. Mariscal Painting has obtained ISO certification, included in Exhibit D. Below is a summary table of all bidders and their prices.

Bidder	Bid Price
Mariscal Painting	\$675,000.00
Signature Painting, Inc.	\$780,000.00
Tony Painting	\$798,850.00
Pacific Contractors Group, Inc.	\$862,000.00
Color New Company	\$910,000.00
Wilson & Hampton Painting Contractors	\$1,013,868.00
A.J. Fistes Corporation	\$1,033,620.00
Piana Construction and Painting, Inc.	\$1,217,000.00
Olympos Painting, Inc.	\$1,431,000.00
Murphy Industrial Coatings, Inc.	\$1,658,014.00
GDL Best Contractors, Inc.	\$1,983,000.00

Fiscal Impact:

As part of the FY 2018-19 Capital Improvements Budget a total of \$1,200,000 was approved for this project.

The Engineer's Estimate for this project was \$1,100,000.00, however the scope of work for this project changed. The original estimate included the re-painting of the soffit and fascia. After inspection of the soffit and fascia, staff decided that repainting was not necessary and therefore was deleted from the bid documents. Staff contacted the low bidder and they stated that they could perform the work for the price bid. The bid price from Mariscal Painting was \$675,000. A total of \$1,200,000 was previously approved as part of the FY 2018-2019 Capital Improvements - Equestrian C.I.P. – Construction Costs (Account No. 120-713-5205).

The following table represents a project summary:

Mariscal Painting Base Bid	\$675,000.00
Contingency Allowance, Contract Administration & Inspection & Specialty Inspection	\$525,000.00
Total Sources:	\$1,200,000.00

Recommendation:

- 1) Staff recommends that the City Council consider the results of the Industry Hills Grand Arena Painting bid and award the bid to Mariscal Painting.

Exhibits:

- A. Bid Results
 - B. Bid Schedule Packet (Bid Bond and Pages C-5R through C-12)
 - C. Contractor's State of California and Department of Industrial relations License Detail
 - D. ISO Certificate of Registration
 - E. Notice of Exemption
-

TH/JN/GP:jv

EXHIBIT A

Bid Results

[Attached]

Bid Results for Industry Hills Grand Arena Painting (CIP-IH-18-028-B)

Issued on 03/08/2018

Bid Due on June 25, 2018 10:00 AM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	Mariscal Painting	Signature Painting Inc.	Tony Painting	Pacific Contractors Group Inc.	Color New Co.	WILSON & HAMPTON PAINTING CONTRACTORS	A J Fistes Corporation	Piana Construction and Painting Inc.	Olympos Painting Inc.	Murphy Industrial Coatings Inc.	GDL Best Contractors, Inc.
1	Mobilization and Demobilization	LS	1	\$80,000.00	\$60,000.00	\$159,770.00	\$60,000.00	\$110,000.00	\$198,720.00	\$12,000.00	\$121,700.00	\$60,000.00	\$50,116.00	\$250,000.00
2	Protective Measures	LS	1	\$98,000.00	\$40,000.00	\$159,770.00	\$30,000.00	\$75,000.00	\$22,500.00	\$16,000.00	\$121,700.00	\$100,000.00	\$198,377.00	\$200,000.00
3	Surface Preparations	LS	1	\$197,000.00	\$100,000.00	\$159,770.00	\$80,000.00	\$40,000.00	\$154,560.00	\$256,000.00	\$365,100.00	\$320,000.00	\$569,447.00	\$400,000.00
4	Overcoating and Paint Material	LS	1	\$180,000.00	\$550,000.00	\$159,770.00	\$662,000.00	\$410,000.00	\$582,888.00	\$721,620.00	\$486,800.00	\$901,000.00	\$698,705.00	\$500,000.00
5	Pressure Wash Non-Painted Surfaces	LS	1	\$65,000.00	\$10,000.00	\$79,885.00	\$20,000.00	\$200,000.00	\$18,400.00	\$16,000.00	\$60,850.00	\$30,000.00	\$125,290.00	\$500,000.00
6	Clean Up	LS	1	\$55,000.00	\$20,000.00	\$79,885.00	\$10,000.00	\$75,000.00	\$36,800.00	\$12,000.00	\$60,850.00	\$20,000.00	\$16,079.00	\$133,000.00
			Subtotal	\$675,000.00	\$780,000.00	\$798,850.00	\$862,000.00	\$910,000.00	\$1,013,868.00	\$1,033,620.00	\$1,217,000.00	\$1,431,000.00	\$1,658,014.00	\$1,983,000.00
			Total	\$675,000.00	\$780,000.00	\$798,850.00	\$862,000.00	\$910,000.00	\$1,013,868.00	\$1,033,620.00	\$1,217,000.00	\$1,431,000.00	\$1,658,014.00	\$1,983,000.00

EXHIBIT B

Bid Schedule Packet (Bid Bond and Pages C-5R through C-12)

[Attached]

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Mariscal Painting
as Principal, (hereinafter called the "Principal"), and Indemnity Company of California
a corporation duly organized under the laws
of the State of California, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto
City of Industry

as Obligee, (hereinafter called the "Obligee"), in the sum of Ten Percent of Amount Bid
Dollars (\$ 10% of amount bid), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Painting

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of June A.D., 2018

Witness

{ Mariscal Painting
Principal
Jesus Mariscal (SEAL)

Indemnity Company of California
Surety
By Frank Morones (SEAL)
Frank Morones, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by

_____ vouches that the language in the document conforms exactly to the language

used in AIA Document A-310

BID70000220701f

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOWALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: ***Frank Morones***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

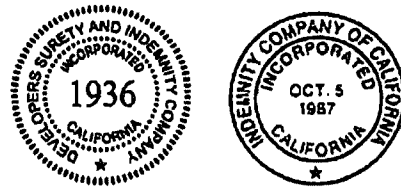
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President
By: *Mark Lansdon*
Mark Lansdon, 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 Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
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.



Place Notary Seal Above

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 *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 19th day of June, 2018,

By: *Cassie J. Bernisford*
Cassie J. Bernisford, Assistant Secretary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 6/19/18 before me, Lynn A. Slone, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Frank Morones
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 *Lynn A. Slone*
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: _____

PLEASE NOTE THAT UNIT PRICES SHALL ONLY BE ENTERED ONLINE WITHIN THE PLANETBIDS™ SOFTWARE. BID SCHEDULE PAGES C-5R & C-6 ARE REQUIRED TO BE SUBMITTED AS A PDF UPLOAD VIA PLANETBIDS PER CHECKLIST ON PAGE B-7.

SECTION C
 BID SCHEDULE
 FOR

CITY OF INDUSTRY
 PROJECT NO. CIP-IH-18-028-B

INDUSTRY HILLS GRAND ARENA PAINTING

AGREEMENT NO. DS-18-040-B

BIDDER: Mariscal Painting

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 and Demobilization	1	LS		
2.	Protective Measures	1	LS		
3.	Surface Preparations	1	LS		
4.	Overcoating and Paint Material	1	LS		
5.	Pressure Wash Non-Painted Surfaces	1	LS		
6.	Clean Up	1	LS		
				GRAND TOTAL	

I hereby certify that on June 25, 2018, Jesus Mariscal
(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:

Mariscal Painting
CONTRACTOR NAME

mariscal-painting@hotmail.com
EMAIL ADDRESS

1000014481
DIR #

Jesus Mariscal
PRINT NAME


SIGNATURE

Bid Results for Project Industry Hills Grand Arena Painting (CIP-IH-18-028-B)

Issued on 03/08/2018

Bid Due on June 25, 2018 10:00 AM (Pacific)

Line Items

Item Num	Description	Unit of Me:	Quantity	Mariscal Painting - Unit Price	Mariscal Painting - Line Total
1	Mobilization and Demobilization	LS	1	\$80,000.00	\$80,000.00
2	Protective Measures	LS	1	\$98,000.00	\$98,000.00
3	Surface Preparations	LS	1	\$197,000.00	\$197,000.00
4	Overcoating and Paint Material	LS	1	\$180,000.00	\$180,000.00
5	Pressure Wash Non-Painted Surfaces	LS	1	\$65,000.00	\$65,000.00
6	Clean Up	LS	1	\$55,000.00	\$55,000.00
				Subtotal	\$675,000.00
				Total	\$675,000.00

BIDDER'S INFORMATION SHEET

- Receipt of any addenda shall be acknowledged only online through the PlanetBids™ software.

RETENTION MONEY OPTION: Please initial one of the following options.

- ✓
(Initials) 1. I will provide securities in lieu of monies to be withheld to ensure performance under the contract as per Section D63, General Provisions.
- _____
(Initials) 2. I will not provide securities in lieu of monies to ensure performance under the contract.

The undersigned, as bidder, declares as follows:

1. The only persons or parties interested in this proposal as principals are those named herein;
2. This proposal is made without collusion with any other person, firm or corporation;
3. We have carefully examined the location of the proposed work, the attached proposed form of contract, and the plans therein referred to; and
4. We propose and agree, if this Proposal is accepted, that we will contract with the City of Industry in the form of the copy of the contract attached hereto;
5. We will provide all necessary machinery, tools, apparatus and other means of construction and/or maintenance;
6. We will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the City Engineer as therein set forth; and
7. This bid is sufficient to allow us to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided; and
8. We will take in full payment therefore in the amounts shown on the Bid Schedule.

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 25 day of June, 2018.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Mariscal Painting

Bidder

9220 Klingerman St.

Mailing Address

South el Monte, CA 91733

City/State/Zip

(626) 454-4761

Telephone

(626) 454-4291

Fax



Signature

Jesus Mariscal

Print Name

President

Title

899391

License No./Class

6/30/2019

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

Jesus Mariscal

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

CONTRACTOR'S LICENSE AFFIDAVIT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

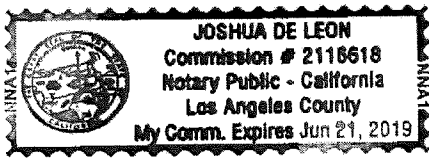
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On June 25, 2018 before me, Joshua DeLeon Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jesus Mariscal
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 Joshua De Leon
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: Industry Hills Grand Award Document Date: 6/25/2018
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): President
 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: _____

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-028-B


INDUSTRY HILLS GRAND ARENA PAINTING

AGREEMENT NO. DS-18-040-B

Mariscal Painting _____ certifies that:
Bidder

The following listed construction trades will be used in the work.

N/A



Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-028-B

INDUSTRY HILLS GRAND ARENA PAINTING

AGREEMENT NO. DS-18-040-B


CONTRACTOR:
Mariscal Painting

BUSINESS ADDRESS:
9220 Klingerman St.
South el Monte, CA 91733

In submitting this bid for the project:

I, Jesus Mariscal, 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 South el Monte
California, this 25 day of June, 2018.



SIGNATURE

SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-028-B

INDUSTRY HILLS GRAND ARENA PAINTING

AGREEMENT NO. DS-18-040-B

(See Paragraph 14 - Instructions to Bidders)

NO SUBCONTRACTORS LISTED.

EXHIBIT C

Contractor's State of California and Department of Industrial relations License Detail

[Attached]

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
MARISCAL PAINTING	1000014481	LOS ANGELES	SOUTH EL MONTE	CSLB:899391	Active	06/13/2018	06/30/2019

EXHIBIT D

ISO Certificate of Registration

[Attached]



Mariscal Painting

11/20/2018



Jesus Mariscal
Mariscal Painting
9220 Klingerman St.
S. El Monte, CA 91733

To Whom it may concern,

We are writing this letter to inform you that Mariscal Painting has been ISO9001:2015 certified to fulfill the requirement of the project specification. Our certification number is 12303.

Thank You

Jesus Mariscal
President
Mariscal Painting

Certificate of Registration

This is to certify that

MARISCAL PAINTING

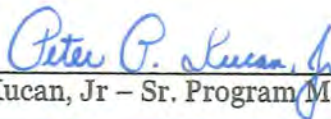
9220 Klingerman St
El Monte, California 91733
United States

is registered in recognition of a quality management system
demonstrated in conformance with

ISO 9001:2015

Scope of Registration:

Provides painting and related services to our customers by delivering the highest quality products, using skilled and competent staff and focusing on maximizing customer satisfaction



Peter P. Kucan, Jr – Sr. Program Manager, Registrar Operations

Number: 12303
Issued: 17-Nov-2018
Expires: 16-Nov-2021

EXHIBIT E

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: CIP-IH-18-028-B - Industry Hills Grand Arena Painting

Project Location - Specific: 16000 Temple Avenue

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

Description of Project: City of Industry Capital Improvement project (CIP-IH-18-028-B) Industry Hills Grand Arena painting is for the preparations and painting operations of all super structure steel members, supporting steel members, accessories and pre-finished panels.

Name of Public Agency Approving Project: City of Industry

Name of Person or Agency Carrying Out Project:

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301 Existing Facilities
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15301 Class 1, exempts 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. (1) The structure is existing and there will be no new expansion.

Lead Agency

Contact Person: Troy Helling

Telephone: (626) 333-2211

Signature: _____

Date: December 3, 2018

Title: City Manager

CITY COUNCIL

ITEM NO. 7.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
James Cramsie, Project Manager, CNC Engineering *JL*

DATE: December 13, 2018

SUBJECT: Consideration of Award of Contract No. CITY-1420R, Walnut Drive South Widening and Storm Drain Improvements (IPD 233), to PALP Inc. dba Excel Paving Company, in an amount not to exceed \$1,774,739.00

Background:

On June 14, 2018, the City Council authorized solicitation of public bids for Walnut Drive South Widening and Storm Drain Improvements (IPD 233) for an estimated cost of \$1,890,000.00. The scope of work for this project involved widening including asphalt pavement, curb and gutter, sidewalk, fencing, street lights and grading. In addition, the project included extending an existing storm drain pipe, grading, transition structures, catch basin inlets and an outfall structure. At the City Council meeting on November 13, 2014, the Council adopted Resolution CC 2014-29 adopting the mitigated negative declaration and mitigation monitoring and reporting program prepared in conjunction with this project.

The bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 99 vendors. The bid was viewed by 76 prospective bidders. The appropriate trade journals were notified on August 13, 2018. The bid was advertised on August 16, 2018 and August 23 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until November 14, 2018 at 5:00 p.m. in the City's Planetbids™ vendor portal.

Discussion:

The bid process closed on November 20, 2018. Six (6) bids were received from the following entities: PALP Inc., dba Excel Paving Company, Bonadiman Water, Inc., KEC Engineering, Los Angeles Engineering, Sialic Contractors Corporation dba Shawnan, and Environmental Construction, Inc. The review of bids has found that PALP Inc., dba Excel Paving Company ("PALP") 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.

Bidder	Bid Price
PALP, Inc. (dba Excel Paving Co.)	\$1,774,739.00
Bonadiman Water, Inc.	\$1,984,344.00
KEC Engineering	\$2,021,889.50
Los Angeles Engineering, Inc.	\$2,124,032.00
Sialic Contractors Corporation	\$2,244,153.00
Environmental Construction, Inc.	\$2,276,267.50

The Engineer's Estimate for this project was \$1,890,000.00. The bid price from PALP, Inc. was \$1,774,739.00. The base bid included a lump sum amount of \$160,000.00 as a contingency for unforeseen conditions, and a 10% appropriation for contract administration and inspection; total cost of the appropriation is \$1,952,212.90.

The following table represents a project summary:

PALP, Inc. (dba Excel Paving Co.)	\$1,774,739.00
Contract Administration/Inspection (10%)	\$177,473.90
Total Sources	\$1,952,212.90

Fiscal Impact:

As part of the FY 2018-2019 Capital Improvements Budget a total of \$1,980,000.00 was approved for this project. No additional appropriations are needed at this time.

Recommendation:

- 1) Staff recommends that the City Council consider the results of the Walnut Drive South Widening and Storm Drain Improvements (IPD 233) bid and award the bid to PALP, Inc.

Exhibits:

- A. Bid Results
- B. Bid Schedule Packet (Bid Bond and Pages C-4 through C-12)
- C. Contractor's State of California and Department of Industrial Relations License Detail

TH/JN/JC:jv

EXHIBIT A

Bid Results

[Attached]

Bid Results for Walnut Drive South Widening and Storm Drain Improvements (CITY-1420R)

Issued on 08/13/2018

Bid Due on November 20, 2018 4:00 PM (Pacific)

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	PALP	Bonadiman Water Inc.	KEC Engineering	Los Angeles Engineering, Inc.	Sialic Contractors Corporation	Environmental Construction, Inc.	
1	Mobilization	LS	1		\$130,000.00	\$60,000.00	\$35,000.00	\$368,000.00	\$200,000.00	\$174,294.00
2	Preparation and ongoing implementation of a Storm Water	LS	1		\$48,000.00	\$10,000.00	\$35,000.00	\$38,000.00	\$5,000.00	\$24,790.00
3	Remove PCC Curb and Base Material	LF	955		\$13,370.00	\$5,730.00	\$8,595.00	\$2,865.00	\$11,460.00	\$5,730.00
4	Remove AC Pavement and Base Material by cold mill	SF	2890		\$11,560.00	\$8,670.00	\$27,455.00	\$5,780.00	\$20,230.00	\$14,450.00
5	Remove Chain Link Fence	LF	357		\$4,998.00	\$3,570.00	\$7,675.50	\$4,641.00	\$3,570.00	\$2,142.00
6	Remove PCC Driveway Approach and Base Material	SF	405		\$2,835.00	\$2,025.00	\$3,645.00	\$1,620.00	\$6,075.00	\$2,430.00
7	Unclassified Fill from Onsite Stockpile	CY	5269		\$84,304.00	\$73,766.00	\$65,862.50	\$52,690.00	\$210,760.00	\$173,877.00
8	Overexcavation and Recompaction of Existing Soil	CY	5700		\$108,300.00	\$114,000.00	\$76,950.00	\$25,650.00	\$228,000.00	\$131,100.00
9	Clear and grubbing	LS	1		\$86,000.00	\$300,000.00	\$114,000.00	\$100,000.00	\$100,000.00	\$178,670.00
10	Adjust Drain/Sewer Manhole to Grade	EA	1		\$1,000.00	\$500.00	\$1,600.00	\$2,000.00	\$12,000.00	\$500.00
11	Cold Mill AC Pavement (2" min.)	SF	2113		\$6,339.00	\$6,339.00	\$14,791.00	\$10,565.00	\$12,678.00	\$3,169.50
12	Construct 2" Min. AC Overlay (PG 64-10)	TN	270		\$29,700.00	\$29,700.00	\$32,400.00	\$25,650.00	\$24,300.00	\$27,000.00
				Subtotal	\$526,406.00	\$614,300.00	\$422,974.00	\$637,461.00	\$834,073.00	\$738,152.50
13	6" AC Pavement (PG 64-10)	TN	400		\$42,000.00	\$44,000.00	\$48,000.00	\$40,800.00	\$36,000.00	\$40,000.00
14	12" Crushed Aggregate Base (CAB)	CY	400		\$22,000.00	\$28,000.00	\$40,000.00	\$29,600.00	\$32,000.00	\$44,000.00
15	Construct Type A2 Curb and Gutter, including base material per COI Std. Plan 112	LF	1225		\$51,450.00	\$39,200.00	\$44,712.50	\$31,850.00	\$36,750.00	\$46,550.00
16	Construct Type C Driveway Approach per SPPWC 5td. No. 110-2	SF	250		\$4,000.00	\$3,750.00	\$4,875.00	\$2,500.00	\$3,500.00	\$3,000.00
17	Construct 4" PCC Walk per COI Std. Plan 115	SF	6115		\$55,035.00	\$48,920.00	\$42,805.00	\$42,805.00	\$36,690.00	\$55,035.00
18	Construct Local Depression per COI Std. Plan 212	EA	2		\$3,800.00	\$6,000.00	\$5,200.00	\$2,800.00	\$5,000.00	\$1,800.00
19	with Gate with Gate per SPPWC Std. No. 600-3	LF	1380		\$38,640.00	\$41,400.00	\$46,920.00	\$35,880.00	\$55,200.00	\$34,500.00
20	Remove PCC Headwall	EA	1		\$3,800.00	\$5,000.00	\$3,800.00	\$3,500.00	\$8,000.00	\$2,750.00

21	Remove Portion of Existing Storm Drain Pipe	LF	30	\$5,100.00	\$1,500.00	\$4,140.00	\$1,890.00	\$1,500.00	\$4,500.00
22	Construct 6' by 5.5' RCB per SPPWC Std. 390-1	LF	66	\$62,700.00	\$59,400.00	\$65,802.00	\$44,880.00	\$66,000.00	\$69,300.00
23	Construct 6' by 5' RCB per SPPWC Std. 390-1	LF	94	\$74,260.00	\$84,600.00	\$82,250.00	\$58,280.00	\$94,000.00	\$98,700.00
24	Construct 6' by 4.5' RCB per SPPWC Std. 390-1	LF	185	\$126,725.00	\$166,500.00	\$265,475.00	\$314,500.00	\$166,500.00	\$222,000.00
25	Construct 6' by 4' RCB per SPPWC Std. 390-1	LF	325	\$222,625.00	\$292,500.00	\$286,975.00	\$394,225.00	\$260,000.00	\$341,250.00
26	Construct 24" RCP Pipe including Bedding Backfill Requirements (D load per plan)	LF	132	\$23,760.00	\$23,760.00	\$21,516.00	\$20,460.00	\$39,600.00	\$62,040.00
27	Construct 12" PVC Drain Pipe	LF	28	\$3,780.00	\$5,600.00	\$4,340.00	\$3,808.00	\$5,600.00	\$2,800.00
28	Construct Curb Opening Catch Basin per SPPWC Std. 300-3	EA	2	\$19,200.00	\$16,000.00	\$31,200.00	\$22,000.00	\$36,000.00	\$24,000.00
29	Construct Gate Inlet Catch Basin per SPPWC Std. 304-3	EA	3	\$21,600.00	\$24,000.00	\$26,400.00	\$16,500.00	\$21,000.00	\$18,000.00
30	Construct Manhole per SPPWC Std. Construct Junction Structure	EA	2	\$14,000.00	\$12,000.00	\$6,600.00	\$5,600.00	\$8,000.00	\$11,600.00
31	without Manhole per SPPWC Std. Construct PCC Collar per SPPWC Std.	EA	2	\$5,600.00	\$6,000.00	\$6,200.00	\$9,800.00	\$12,000.00	\$10,000.00
32	380-4	EA	1	\$1,100.00	\$2,000.00	\$1,600.00	\$1,100.00	\$2,000.00	\$1,200.00
33	Construct Pipe to Existing Storm Drain (Case 3) Connection per SPPWC Std. 335-2	EA	1	\$2,300.00	\$4,000.00	\$4,000.00	\$2,100.00	\$3,000.00	\$5,000.00
34	Construct PCC Headwall	EA	1	\$47,000.00	\$15,000.00	\$72,000.00	\$44,000.00	\$30,000.00	\$43,800.00
35	Construct Curb Opening Catch Basin with Grate per SPPWC Std. 302-3	EA	1	\$7,200.00	\$10,000.00	\$13,600.00	\$9,000.00	\$10,000.00	\$8,000.00
36	Construct Pipe to Headwall	EA	2	\$4,200.00	\$24,000.00	\$24,000.00	\$6,800.00	\$6,000.00	\$7,000.00
37	Construct PCC Underpinning of Existing Retaining Wall	LS	1	\$4,100.00	\$5,000.00	\$5,600.00	\$4,800.00	\$22,000.00	\$6,000.00
38	Construct RCB to Pipe Transition Structure per SPPWC Std. 342-2	EA	1	\$10,500.00	\$2,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00
39	Construct Single RCB to Single RCB Transition Structure per SPPWC Std. 341-2	EA	3	\$18,000.00	\$9,000.00	\$36,900.00	\$20,400.00	\$30,000.00	\$21,000.00
40	IPUC Street Light Substructure - Install Street Light Conduit including pedestal cabinet, conduit, bends, handholes, and other Miscellaneous Materials per Street Light Plans	LF	1100	\$33,000.00	\$58,300.00	\$47,300.00	\$33,000.00	\$66,000.00	\$31,900.00
41	Furnish and Install Street Light Pole on PCC Footing including luminaire mast arms and fixtures per Street Light Plans	EA	8	\$52,000.00	\$72,800.00	\$61,600.00	\$52,000.00	\$28,000.00	\$50,296.00

	IPUC Street Light Substructure -								
42	Install Street Light Conductors per Street Light Plans	LF	3100	\$10,075.00	\$12,400.00	\$12,400.00	\$10,850.00	\$31,000.00	\$10,850.00
43	Construct PCC V-Ditch Per detail on the plan	LF	132	\$21,780.00	\$29,700.00	\$6,336.00	\$3,696.00	\$19,800.00	\$15,180.00
44	Stabilization of Subgrade mor approved equal	CY	92	\$15,180.00	\$18,400.00	\$8,096.00	\$9,200.00	\$11,960.00	\$21,620.00
45	Furnish & Install Tensor BX 1200 Geo-Grid or Equal for Stabilization of Subgrade or approved equal	SY	831	\$10,803.00	\$8,310.00	\$10,803.00	\$4,155.00	\$16,620.00	\$3,324.00
46	Construct 12" Thick Crushed Aggregate Base for Stabilization of Subgrade	CY	277	\$16,620.00	\$14,404.00	\$30,470.00	\$26,592.00	\$22,160.00	\$41,550.00
	Site Improvements of 20137 Walnut Drive South including but not limited to Landscape and Irrigation								
47	replacement including sod	LS	1	\$32,000.00	\$15,000.00	\$48,000.00	\$4,000.00	\$15,000.00	\$6,370.00
48	Relocation of Existing Street Signs	EA	8	\$2,400.00	\$1,600.00	\$4,000.00	\$3,200.00	\$3,200.00	\$3,200.00
49	Contingency for unforeseen conditions	LS	160000	\$160,000.00	\$160,000.00	\$160,000.00	\$160,000.00	\$160,000.00	\$160,000.00
			Subtotal	\$1,248,333.00	\$1,370,044.00	\$1,598,915.50	\$1,486,571.00	\$1,410,080.00	\$1,538,115.00
			Total	\$1,774,739.00	\$1,984,344.00	\$2,021,889.50	\$2,124,032.00	\$2,244,153.00	\$2,276,267.50

EXHIBIT B

Bid Schedule Packet (Bid Bond and Pages C-4 through C-12)

[Attached]

BID BOND

PROJECT NO. 420R
WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD 233)
CONTRACT NO. CITY-1420R

KNOW ALL MEN BY THESE PRESENTS that we PALP Inc. dba Excel Paving Company
Federal Insurance Company as BIDDER, and _____
Federal Insurance Company, a corporation organized
and existing under the laws of the State of Indiana, 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
24th day of August, 2018.

BIDDER:

Name: PALP Inc. dba Excel Paving Company

Address: 2230 Lemon Avenue

Long Beach, CA 90806

By: Curtis P. Brown III President

Signature: 

Curtis P. Brown III President

Type Name and Title: _____

SURETY:

Name: Federal Insurance Company

Address: 15 Mountain View Rd

Warren, NJ 07059

By: _____

Signature: 

Type Name and Title: Douglas A. Rapp, Attorney in Fact

Note:

- All signatures must be acknowledged before a Notary Public.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

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 August 24, 2018 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp,
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 Debra Swanson (Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, California

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **24th** day of **August, 2018**



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Los Angeles

On SEP 17 2018 before me, C. Phillips, Notary Public Notary Public,
(Here insert name and title of the officer)

personally appeared Curtis. P. Brown III

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.

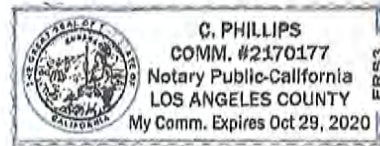
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

C Phillips

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

SECTION C
BID SCHEDULE
FOR

PLEASE NOTE THAT UNIT PRICES SHALL ONLY BE ENTERED ONLINE WITHIN THE PLANETBIDS™ SOFTWARE. BID SCHEDULE PAGES C-4 - C-6 ARE REQUIRED TO BE SUBMITTED AS A PDF UPLOAD VIA PLANETBIDS PER CHECKLIST ON PAGE B-7.

CITY OF INDUSTRY
PROJECT NO. 420R

WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD 233)

CONTRACT NO. CITY-1420R

BIDDER: PALP INC DBA
EXCEL PAVING COMPANY

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.	Preparation and ongoing implementation of a Storm Water Pollution Prevention Plan (SWPPP) including but not limited to mulch and hydroseeding	1	LS		
3.	Remove PCC Curb and Base Material	955	LF		
4.	Remove AC Pavement and Base Material	2,890	SF		
5.	Remove Chain Link Fence	357	LF		
6.	Remove PCC Driveway Approach and Base Material	405	SF		
7.	Unclassified Fill from Onsite Stockpile	5,269	CY		
8.	Overexcavation and Recompanction of Existing Soil	5,700	CY		
9.	Clear and grubbing	1	LS		
10.	Adjust Drain/Sewer Manhole to Grade	1	EA		
11.	Cold Mill AC Pavement (2" min.)	2,113	SF		
12.	Construct 2" Min. AC Overlay	270	TN		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
	Construct Pavement Section				
13.	6" AC Pavement	400	TN		
14.	12" CAB (CLASS 2)	400	CY		
15.	Construct Type A2 Curb and Gutter, including base material	1,225	LF		
16.	Construct Type C Driveway Approach	250	SF		
17.	Construct 4" PCC Walk	6,115	SF		
18.	Construct Local Depression	2	EA		
19.	Construct Chain Link Fence (H=6') with Gate	1,380	LF		
20.	Remove PCC Headwall	1	EA		
21.	Remove Portion of Existing Storm Drain Pipe	30	LF		
22.	Construct 6' by 5.5' RCB per SPPWC Std. 390-1	66	LF		
23.	Construct 6' by 5' RCB per SPPWC Std. 390-1	94	LF		
24.	Construct 6' by 4.5' RCB per SPPWC Std. 390-1	185	LF		
25.	Construct 6' by 4' RCB per SPPWC Std. 390-1	325	LF		
26.	Construct 24" RCP Pipe	132	LF		
27.	Construct 12" PVC Drain Pipe	28	LF		
28.	Construct Curb Opening Catch Basin per SPPWC Std. 300-3	2	EA		
29.	Construct Grate Inlet Catch Basin per SPPWC Std. 304-3	3	EA		
30.	Construct Manhole per SPPWC Std. 323-2	2	EA		
31.	Construct Junction Structure without Manhole per SPPWC Std. 333-2	2	EA		
32.	Construct PCC Collar per SPPWC Std. 380-4	1	EA		
33.	Construct Pipe to Existing Storm Drain (Case 3) Connection per SPPWC Std. 335-2	1	EA		
34.	Construct PCC Headwall	1	EA		
35.	Construct Curb Opening Catch Basin with Grate per SPPWC Std. 302-3	1	EA		
36.	Construct Pipe to Headwall Connection	2	EA		
37.	Construct PCC Underpinning of Existing Retaining Wall	1	LS		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
38.	Construct RCB to Pipe Transition Structure per SPPWC Std. 342-2	1	EA		
39.	Construct Single RCB to Single RCB Transition Structure per SPPWC Std. 341-2	3	EA		
40.	IPUC Street Light Substructure - Install Street Light Conduit including Bends, Handholes, and other Miscellaneous Materials per Southern California Edison Standards	1,100	LF		
41.	IPUC Street Light Substructure - Furnish and Install Street Light Pole on PCC Footing	9	EA		
42.	IPUC Street Light Substructure - Install Street Light Conductors	1,300	LF		
43.	Construct PCC V-Ditch Per detail on the plan	132	LF		
44.	Construct 4-Inch Rock Mat for Stabilization of Subgrade	92	CY		
45.	Furnish & Install Tensar BX 1200 Geo-Grid or Equal for Stabilization of Subgrade	831	SY		
46.	Construct 12" Thick Crushed Aggregate Base for Stabilization of Subgrade	277	CY		
47.	Site Improvements for 20137 Walnut Drive South	1	LS		
48.	Relocation of Existing Street Signs	8	EA		
49.	Contingency for unforeseen conditions	1	LS		
				GRAND TOTAL	

I hereby certify that on 8/21, 2018, Ken Curry / Jasit Riley
(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: **PALE, INC DBA**
EXCEL PAVING COMPANY

CONTRACTOR NAME

estimating@excel paving.net

EMAIL ADDRESS

1000003331

DIR # **Curtis P. Brown III**
President

PRINT NAME

SIGNATURE  **Curtis P. Brown III**
President

Bid Results for Project Walnut Drive South Widening and Storm Drain Improvements (CITY-1420R)

Issued on 08/13/2018

Bid Due on November 20, 2018 4:00 PM (Pacific)

Item Num	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Mobilization	LS	1	\$130,000.00	\$130,000.00
	Preparation and ongoing implementation of a Storm Water Pollution Prevention Plan (SWPPP) including but not limited to mulch and hydroseeding	LS	1	\$48,000.00	\$48,000.00
2					
3	Remove PCC Curb and Base Material	LF	955	\$14.00	\$13,370.00
4	Remove AC Pavement and Base Material by cold mill	SF	2890	\$4.00	\$11,560.00
5	Remove Chain Link Fence	LF	357	\$14.00	\$4,998.00
6	Remove PCC Driveway Approach and Base Material	SF	405	\$7.00	\$2,835.00
7	Unclassified Fill from Onsite Stockpile	CY	5269	\$16.00	\$84,304.00
8	Overexcavation and Recomaction of Existing Soil	CY	5700	\$19.00	\$108,300.00
9	Clear and grubbing	LS	1	\$86,000.00	\$86,000.00
10	Adjust Drain/Sewer Manhole to Grade	EA	1	\$1,000.00	\$1,000.00
11	Cold Mill AC Pavement (2" min.)	SF	2113	\$3.00	\$6,339.00
12	Construct 2" Min. AC Overlay (PG 64-10)	TN	270	\$110.00	\$29,700.00
				Subtotal	\$526,406.00
13	6" AC Pavement (PG 64-10)	TN	400	\$105.00	\$42,000.00
14	12" Crushed Aggregate Base (CAB)	CY	400	\$55.00	\$22,000.00
	Construct Type A2 Curb and Gutter, including base material per COI Std. Plan 112	LF	1225	\$42.00	\$51,450.00
15	Construct Type C Driveway Approach per SPPWC Std. No. 110-2	SF	250	\$16.00	\$4,000.00
16	Construct 4" PCC Walk per COI Std. Plan 115	SF	6115	\$9.00	\$55,035.00
17	Construct Local Depression per COI Std. Plan 212	EA	2	\$1,900.00	\$3,800.00
18	Construct Chain Link Fence (H=6") with Gate with Gate per SPPWC Std. No. 600-3	LF	1380	\$28.00	\$38,640.00
19	Remove PCC Headwall	EA	1	\$3,800.00	\$3,800.00
20	Remove Portion of Existing Storm Drain Pipe	LF	30	\$170.00	\$5,100.00
21	Construct 6' by 5.5' RCB per SPPWC Std. 390-1	LF	66	\$950.00	\$62,700.00
22	Construct 6' by 5' RCB per SPPWC Std. 390-1	LF	94	\$790.00	\$74,260.00
23	Construct 6' by 4.5' RCB per SPPWC Std. 390-1	LF	185	\$685.00	\$126,725.00
24	Construct 6' by 4' RCB per SPPWC Std. 390-1	LF	325	\$685.00	\$222,625.00
25					

26	Construct 24" RCP Pipe including Bedding Backfill Requirements (D load per plan)	LF	132	\$180.00	\$23,760.00
27	Construct 12" PVC Drain Pipe	LF	28	\$135.00	\$3,780.00
28	Construct Curb Opening Catch Basin per SPPWC Std. 300-3	EA	2	\$9,600.00	\$19,200.00
29	Construct Gate Inlet Catch Basin per SPPWC Std. 304-3	EA	3	\$7,200.00	\$21,600.00
30	Construct Manhole per SPPWC Std. 323-2	EA	2	\$7,000.00	\$14,000.00
31	Construct Junction Structure without Manhole per SPPWC Std. 333-2	EA	2	\$2,800.00	\$5,600.00
32	Construct PCC Collar per SPPWC Std. 380-4	EA	1	\$1,100.00	\$1,100.00
33	Construct Pipe to Existing Storm Drain (Case 3) Connection per SPPWC Std. 335-2	EA	1	\$2,300.00	\$2,300.00
34	Construct PCC Headwall	EA	1	\$47,000.00	\$47,000.00
35	Construct Curb Opening Catch Basin with Grate per SPPWC Std. 302-3	EA	1	\$7,200.00	\$7,200.00
36	Construct Pipe to Headwall Connection	EA	2	\$2,100.00	\$4,200.00
37	Construct PCC Underpinning of Existing Retaining Wall	LS	1	\$4,100.00	\$4,100.00
38	Construct RCB to Pipe Transition Structure per SPPWC Std. 342-2	EA	1	\$10,500.00	\$10,500.00
39	Construct Single RCB to Single RCB Transition Structure per SPPWC Std. 341-2	EA	3	\$6,000.00	\$18,000.00
40	IPUC Street Light Substructure - Install Street Light Conduit including pedestal cabinet, conduit, bends, handholes, and other Miscellaneous Materials per Street Light Plans	LF	1100	\$30.00	\$33,000.00
41	IPUC Street Light Substructure - Furnish and Install Street Light Pole on PCC Footing including luminaire mast arms and fixtures per Street Light Plans	EA	8	\$6,500.00	\$52,000.00
42	IPUC Street Light Substructure - Install Street Light Conductors per Street Light Plans	LF	3100	\$3.25	\$10,075.00
43	Construct PCC V-Ditch Per detail on the plan	LF	132	\$165.00	\$21,780.00
44	Construct 4-Inch Rock Mat for Stabilization of Subgrade mor approved equal	CY	92	\$165.00	\$15,180.00
45	Furnish & Install Tensar BX 1200 Geo-Grid or Equal for Stabilization of Subgrade or approved equal	SY	831	\$13.00	\$10,803.00

	Construct 12" Thick Crushed Aggregate Base for				
46	Stabilization of Subgrade	CY	277	\$60.00	\$16,620.00
	Site Improvements of 20137 Walnut Drive South including				
	but not limited to Landscape and Irrigation replacement				
47	including sod	LS	1	\$32,000.00	\$32,000.00
48	Relocation of Existing Street Signs	EA	8	\$300.00	\$2,400.00
49	Contingency for unforeseen conditions	LS	160000	\$1.00	\$160,000.00
				Subtotal	\$1,248,333.00
				Total	\$1,774,739.00

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Los Angeles

On SEP 17 2018 before me, C. Phillips, Notary Public, Notary Public,
(Here insert name and title of the officer)

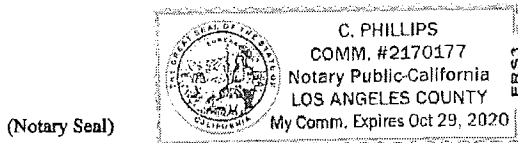
personally appeared C.P. Brown III

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.

C.P. Phillips
 Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

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- Securely attach this document to the signed document

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.

- CB/BA
(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 _____ day of SEP 17 2010, 20_____.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Bidder PALP, INC DBA EXCEL PAVING
2230 LEMON AVE
LONG BEACH, CA 90806

Mailing Address

City/State/Zip

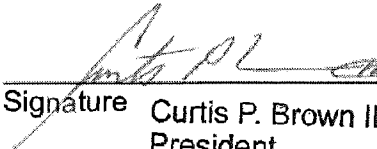
() (562) 599-5841

Telephone

FAX (562) 591-7485

()

Fax


Signature Curtis P. Brown III
President

Print Name

Title

STATE LIC. 608659 "A"

License No./Class

5/31/2010
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

PALP, INC DBA
EXCEL PAVING COMPANY

Curtis P. Brown III President and Chief Executive Officer
David A. Drukker Vice President and Chief Financial Officer
Marcia S. Miller Secretary
Michele E. Drakulich Assistant Secretary

Note:

- All signatures must be acknowledged before a Notary Public.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

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County of Los Angeles

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(Here insert name and title of the officer)

personally appeared C.P. Brown III

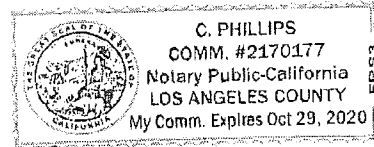
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument 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.

C. Phillips
 Signature of Notary Public

(Notary Seal)



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(Title or description of attached document continued)

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- Securely attach this document to the signed document

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. 420R

WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD 233)

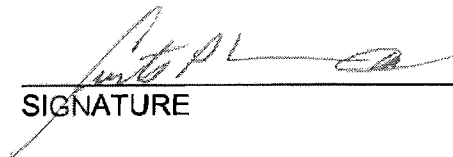
CONTRACT NO. CITY-1420R

Curtis P. Brown III, being first duly sworn, deposes and says that
Name PALP, INC DBA
he or she is PRESIDENT, of EXCEL PAVING COMPANY,
Title Name of Firm
STATE LIC. 688659 "A" A.02.031
License Number Classification
5/31/2020
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.

SEP 17 2018
DATE


Curtis P. Brown III
President
SIGNATURE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Los Angeles

On SEP 17 2018 before me, C. Phillips, Notary Public, Notary Public,
(Here insert name and title of the officer)

personally appeared C.P. Brown III

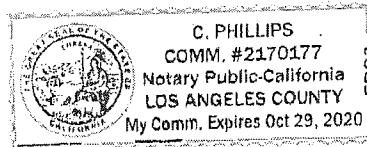
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on 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 of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 420R

WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD 233)

CONTRACT NO. CITY-1420R


FALP, INC DBA
EXCEL PAVING COMPANY

certifies that:

Bidder

The following listed construction trades will be used in the work.

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS | <input checked="" type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/LINOLEUM | <input checked="" type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZIERS | <input type="checkbox"/> IRON WORKERS |
| <input checked="" type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input checked="" type="checkbox"/> OPERATING ENG | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> SOUND/COMM | <input type="checkbox"/> SURVEYORS | <input checked="" type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | | |



Signature of Authorized
Representative of Bidder

Curtis P. Brown III
President

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 420R

WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD 233)

CONTRACT NO. CITY-1420R

CONTRACTOR: PALP, INC DBA
EXCEL PAVING COMPANY

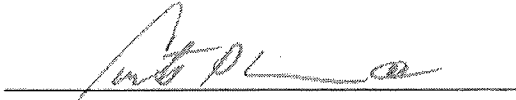
BUSINESS ADDRESS: 2230 LEMON AVENUE
LONG BEACH, CA 90806

In submitting this bid for the project:

I, Curtis P. Brown III **President**, 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 2230 LEMON AVENUE
LONG BEACH, CA 90806

California, this _____ day of SEP 17 2010, 201__.


SIGNATURE **Curtis P. Brown III** **President**

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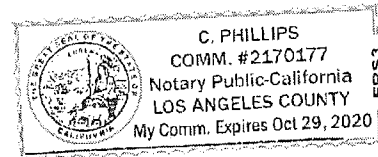
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



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(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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Subcontractors

Name	Description	License No.	Amount	Type	Address	City	ZipCode
VT Electric, Inc.	Electrical	763236	\$84,000.00		10825 Vernon Ave	Ontario	91762
C L Concrete	Miscellaneous Concrete	488722	\$54,000.00		1035 Gladstone Street	Azusa	91702
PCI	Signs and striping repairs	823802	\$3,500.00		975 W. 1st St.	Azusa	91702
Ferreira Coastal Construction Company	Chain Link Fence	985180	\$39,000.00		15188 VISTA DEL RIO AVE.	CHINO	91710
Hydrosprout.com	Hydroseeding	582303	\$2,700.00	MBE,WBE	460-A Corporate Dr	Escondido	92029
Treesmith Enterprises Inc	Clear & Grubb	802705	\$72,000.00		1551 N Miller st	Anaheim	92806
Southwest V-Ditch, Inc.	Shotcrete	569779	\$19,800.00		3625 Placentia Lane	Riverside	92501

EXHIBIT C

Contractor's State of California and Department of Industrial Relations License Detail

[Attached]

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
PALP, INC. DBA EXCEL PAVING COMPANY	1000003331	LOS ANGELES	LONG BEACH	CSLB:688659	Active	05/14/2018	06/30/2019

CITY COUNCIL

ITEM NO. 7.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *AH*

DATE: December 13, 2018

SUBJECT: Discussion and direction regarding split staff on Fridays

Background:

In November of 2017, the City implemented a One Stop Shop with the goal of providing a higher level of service to the community. At the same time, the City also implemented a new 9/80 work schedule and closed City Hall every other Friday. In July of 2018, the City modified the schedule with split staff on Fridays so that City Hall could be open and provide better accessibility for businesses and contractors every Friday. Being closed every other Friday made it difficult for the public to figure out on what Fridays City Hall was open and on what Fridays City Hall was closed. On an average work day, the front counter usually has 15 visits from the public.

On Fridays the visits are much less and are listed below:

July	August	September	October	November
6 TH = 3	3 rd = 14	7 th = 3	5 th = 5	2 nd = 7
13 th = 6	10 th = 10	14 th = 7	12 th = 7	9 th = 8
20 th = 9	24 th = 7	21 st = 7	19 th = 7	16 th = 4
27 th = 14	31 st = 0	28 th = 6	26 th = 5	30 th = 5

In general, the counter visits, phone calls and emails decrease considerably on Fridays, which allows staff to catch up on staff reports, filing and many other tasks. One of the reasons that Fridays are possibly becoming slower is that so many other Cities have moved to a 4/10 schedule. City Halls that are closed every Friday are shown in the table below:

Public Agency	Schedule
LA County	Closed Every Friday
City of Walnut	Closed Every Friday
City of Santa Fe Springs	Closed Every Friday
City of West Covina	Closed Every Friday
City of Covina	Closed Every Friday

City of Azusa	Closed Every Friday
City of Pomona	Closed Every Friday
City of La Verne	Closed Every Friday
City of Claremont	Closed Every Friday
City of Baldwin Park	Closed Every Friday
City of Irwindale	Closed Every Friday
City of Duarte	Closed Every Friday
City of El Monte	Closed Every Friday
City of South El Monte	Closed Every Friday
City of Rosemead	Closed Every Friday
City of Montebello	Closed Every Friday
City of La Habra Heights	Closed Every Friday
City of Vernon	Closed Every Friday
City of La Verne	Closed Every Friday
City of La Puente	Open Every Friday with Split Staff
City of Chino Hills	Open Every Friday with Split Staff
City of Diamond Bar	Open Every Friday with Split Staff
City of San Dimas	Open Every Friday with Split Staff
City of Commerce	Open Every Friday with Split Staff
City of Pico Rivera	Open Every Friday with Split Staff
Temple City	Open Every Friday with Split Staff
City of Arcadia	Closed Every other Friday
City of Whittier	Open Every Friday
City of Glendora	Open Every Friday

Even though many Cities have changed to a 4/10 work schedule and closed on every Friday. I strongly believe that we as public employees are here to provide better services to our businesses and contractors that do work in our City and that we should be open every Friday.

Recommendation:

Staff recommends that City Hall continues to be open every Friday with split staff working the 9/80 work schedule.

/TH