

CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING
AGENDA

MAY 27, 2021
9:00 AM



Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Michael Greubel
Council Member Mark D. Radecki
Council Member Newell Ruggles

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

Addressing the City Council:

NOTICE OF TELEPHONIC MEETING:

- **Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council shall be held telephonically. Members of the public shall be able to attend the meeting telephonically and offer public comment by calling the following conference call number: 657-204-3264 and entering the following Conference ID: 935 091 722#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, May 25, 2021, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**

-
- **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.
 - **Public Comments (Non-Agenda Items Only):** 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.

Agendas and other writings:

In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors are open to the public Monday through Friday 9:00 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments
5. Presentation: Vegetation Management by LA County Fire Department.
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 May 27, 2021

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

- 6.2 Consideration of Resolution No. CC 2021-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, NAMING THE ARENTH AVENUE RECONSTRUCTION PROJECT AS AN SB 1 PROJECT FOR FISCAL YEAR 2021-2022

RECOMMENDED ACTION: Adopt Resolution No. CC 2021-31.

- 6.3 Consideration of Change Order No. 1 and Notice of Completion for Contract No. CITY-1453 Amar Road Streetlight Installation from Aileron Avenue to Echelon Avenue, with Calpromax Engineering, Inc.

RECOMMENDED ACTION: Approve Change Order No. 1 and authorize the Mayor to execute the Change Order and authorize the City Engineer to execute the Notice of Completion and authorize the City Clerk to file the Notice of Completion.

- 6.4 Consideration of Amendment No. 1 to the Professional Services Agreement with Kleinfelder, Inc., for on-call geotechnical engineering services, amending the rate schedule

RECOMMENDED ACTION: Approve the Amendment.

- 6.5 Consideration of Amendment No. 1 to the Professional Services Agreement with MuniEnvironmental, LLC, for Environmental and Recycling Consulting Services, extending the term through March 21, 2022, revising the scope of services, increasing compensation to \$333,300.00 amending the indemnity provisions, and the contact information for the City Attorney's office

RECOMMENDED ACTION: Approve the Amendment.

7. **ACTION ITEMS**

- 7.1 Consideration of Resolution No. CC 2021-20 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO HAND IN PAW IN THE AMOUNT OF \$3,000.00

RECOMMENDED ACTION: Adopt Resolution No. CC 2021-20.

- 7.2 Consideration of Resolution No. CC 2021-21 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO FAR SIDE JOURNEY INCORPORATED IN THE AMOUNT OF \$3,000.00

RECOMMENDED ACTION: Adopt Resolution No. CC 2021-21.

- 7.3 Consideration of award of the Resurfacing of Valley Boulevard from Azusa Way to 650 feet East of Hambledon Avenue, to R.J. Noble Company, in an amount not to exceed \$1,539,740.65, and adopt a Notice of Exemption regarding same (Contract No. CITY-1463)

RECOMMENDED ACTION: Award the contract to R.J. Noble Company in the amount of \$1,539,740.65 and adopt a Notice of Exemption for the project.

- 7.4 Update and discussion regarding Fullerton Road Grade Separation.

RECOMMENDED ACTION: Staff seeks Council direction.

8. **CITY MANAGER REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: Assessor Parcel Numbers 8262-015-900 and 8262-015-901

Agency Negotiators: Troy Helling, City Manager
James M. Casso, City Attorney
Negotiating Parties: Beach Street Development LLC
Under Negotiation: Price and terms of payment

11.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
Three Potential Cases

11.3 PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)(1)
Title: Transition Manager/City Manager

11.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Case: *Cruz v. Radecki, et al*
Superior Court of California, County of Los Angeles
Case No. 20STCV47002

11.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Case: *City of Industry v. San Gabriel Valley Water & Power, et al., and related cross actions*
Superior Court of California, County of Los Angeles
Case No. 19STCV10150

12. Adjournment. The next regular City Council Meeting is Thursday, June 10, 2021 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF MAY 27, 2021**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	7,028,422.77
103	PROP A FUND	11,169.08
120	CAPITAL IMPROVEMENT FUND	1,178,798.79
140	CITY DEBT SERVICE	2,000.00
TOTAL ALL FUNDS		8,220,390.64

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BOFA - CKING ACCOUNT	3,268,229.97
PROP/A	PROP A - CKING ACCOUNT	11,169.08
WT	WORKMAN TEMPLE - CKING ACCOUNT	508.80
REF	REFUSE -CKING ACCOUNT	1,827,356.99
WFBK	WELLS FARGO - CKING ACCOUNT	3,113,125.80
TOTAL ALL BANKS		8,220,390.64

APPROVED PER CITY MANAGER

CITY OF INDUSTRY
BANK OF AMERICA
May 27, 2021

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1206	04/26/2021		JOHN HANCOCK USA	\$3,229.97
	Invoice	Date	Description	Amount
	4/3-4/16/21	04/26/2021	PARS CONTRIBUTION FOR 4/3-4/16/21	\$3,229.97
24495	05/11/2021		CITY OF INDUSTRY	\$3,000,000.00
	Invoice	Date	Description	Amount
	5/11/2021	05/11/2021	TRANS OF FUNDS-CITY REGISTER 5/13/21	\$3,000,000.00
24496	05/11/2021		CIVIC RECREATIONAL INDUSTRIAL	\$200,000.00
	Invoice	Date	Description	Amount
	5/11/2021	05/11/2021	TRANSFER FUNDS-CRIA REG 5/12/21	\$200,000.00
24497	05/11/2021		INDUSTRY PROPERTY & HOUSING	\$65,000.00
	Invoice	Date	Description	Amount
	5/11/2021	05/11/2021	TRANSFER FUNDS-IPHMA REGISTER 5/12/21	\$65,000.00

Chcks	Status	Count	Transaction Amount
	Total	4	\$3,268,229.97

CITY OF INDUSTRY

PROP A

May 27, 2021

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90288	05/19/2021			WALNUT VALLEY WATER DISTRICT	\$723.03
	Invoice	Date	Description	Amount	
	3991962	05/05/2021	04/01-04/30/21 SVC - IRR METROLINK STA-SPANISH	\$698.06	
	3992973	05/11/2021	04/01-04/30/21 SVC - PLATFORM METROLINK BREA	\$24.97	
90289	05/27/2021			CITY OF INDUSTRY-REFUSE	\$226.79
	Invoice	Date	Description	Amount	
	4420771	05/01/2021	DISP SVC-METROLINK	\$226.79	
90290	05/27/2021			CNC ENGINEERING	\$5,587.50
	Invoice	Date	Description	Amount	
	502998	05/13/2021	FULLERTON RD GRADE SEPARATION	\$2,457.50	
	502999	05/13/2021	FAIRWAY DR GRADE SEPARATION	\$1,225.00	
	502997	05/13/2021	FULLERTON RD GRADE SEPARATION	\$1,520.00	
	502996	05/13/2021	METROLINK STATION COMMUTER RAIL STATION	\$385.00	
90291	05/27/2021			INDUSTRY SECURITY SERVICES	\$4,631.76
	Invoice	Date	Description	Amount	
	14-25362	05/07/2021	SECURITY SVC-METROLINK	\$4,631.76	

Checks	Status	Count	Transaction Amount
Total		4	\$11,169.08

CITY OF INDUSTRY
WORKMAN TEMPLE
May 27, 2021

Check	Date	Payee Name	Check Amount	
WRKTMPHM.WF.CHK - Workman Temple Homestead Chking				
1008	05/14/2021	VOIDED- PAPER JAM	\$0.00	
1009	04/05/2021	HISTORICAL RESOURCES, INC.	\$508.80	
	Invoice	Date	Description	Amount
	4/5/2021	04/05/2021	HISTORICAL COLLECTIBLES	\$508.80

Checks	Status	Count	Transaction Amount
	Total	2	\$508.80

**CITY OF INDUSTRY
WELLS FARGO REFUSE
May 27, 2021**

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

REFUSE - Refuse Account

WT289	05/04/2021		CITY OF INDUSTRY DISPOSAL CO. \$1,827,356.99
	Invoice	Date	Amount
	4422540	05/04/2021	REFUSE SVC 4/1-4/30/21 \$1,827,356.99

Check	Status	Count	Transaction Amount
	Total	1	\$1,834,745.97

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECK**

May 27, 2021

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
75637	04/08/2021	05/18/2021	PURCHASE POWER	(\$99.17)
	Invoice	Date	Description	Amount
	03/05/21	03/05/2021	VOIDED-CHECK WAS LOST	
			POSTAGE METER REFILL ON 2/16/21	(\$99.17)

Check	Status	Count	Transaction Amount
	Total	1	(\$99.17)

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
75900	05/12/2021		AT & T	\$320.12
	Invoice	Date	Description	Amount
	3127355596	05/01/2021	05/01-05/31/21 SVC - METROLINK-T1 CIRCUIT	\$320.12
75901	05/12/2021		FRONTIER	\$1,041.26
	Invoice	Date	Description	Amount
	2021-00001940	05/02/2021	05/02-06/01/21 SVC - 1015 NOGALES ST	\$54.74
	2021-00001941	05/01/2021	05/01-05/31/21 SVC - VARIOUS SITES	\$986.52
75902	05/12/2021		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 20-10	05/05/2021	FEE-NOTICE OF DETERMINATION FOR DP 20-10	\$75.00
75903	05/12/2021		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 20-11	05/05/2021	FEE-NOTICE OF DETERMINATION FOR DP 20-11	\$75.00
75904	05/12/2021		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 20-12	05/05/2021	FEE-NOTICE OF DETERMINATION FOR DP 20-12	\$75.00
75905	05/12/2021		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 20-13	05/05/2021	FEE-NOTICE OF DETERMINATION FOR DP 20-13	\$75.00
75906	05/12/2021		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	DP 20-14	05/05/2021	FEE-NOTICE OF DETERMINATION FOR DP 20-14	\$75.00
75907	05/12/2021		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 20-15	05/05/2021	FEE-NOTICE OF DETERMINATION FOR DP 20-15	\$75.00
75908	05/12/2021		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 20-16	05/05/2021	FEE-NOTICE OF DETERMINATION FOR DP 20-16	\$75.00
75909	05/12/2021		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 20-17	05/05/2021	FEE-NOTICE OF DETERMINATION FOR DP	\$75.00
75910	05/12/2021		ROWLAND WATER DISTRICT	\$3,922.79
	Invoice	Date	Description	Amount
	2021-00001925	04/29/2021	03/10-04/12/21 SVC - AZUSA AVE - RC	\$135.78
	2021-00001926	04/29/2021	03/10-04/12/21 SVC - 755 NOGALES AT - RC	\$271.57
	2021-00001927	04/29/2021	03/10-04/13/21 SVC - AZUSA AVE	\$60.76
	2021-00001928	04/29/2021	03/10-04/13/21 SVC - AZUSA AVE - CENTER	\$132.80
	2021-00001929	04/29/2021	03/11-04/12/21 SVC - 930 S AZUSA AVE	\$495.32
	2021-00001930	04/29/2021	03/10-04/12/21 SVC - 17401 E VALLEY BLVD	\$609.00
	2021-00001931	04/29/2021	03/10-04/12/21 SVC - 18044 ROWLAND ST	\$42.58
	2021-00001932	04/29/2021	03/10-04/12/21 SVC - HURLEY ST & VALLEY BLVD	\$460.62
	2021-00001933	04/29/2021	03/09-04/13/21 SVC - 1023 NOGALES ST - IRR	\$233.43
	2021-00001934	04/29/2021	03/10-04/14/21 SVC - 909 U NOGALES ST - IRR	\$722.70
	2021-00001935	04/29/2021	03/10-04/13/21 SVC - 1015 NOGALES ST - PUMP	\$320.99

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2021-00001936	04/29/2021	03/10-04/13/21 SVC - 1100 S AZUSA AVE	\$174.17
	2021-00001937	04/29/2021	03/10-04/12/21 SVC - 1123 HATCHER ST STE C	\$132.80
	2021-00001938	04/29/2021	03/10-04/12/21 SVC - 1135 HATCHER AVE	\$49.52
	2021-00001939	04/29/2021	03/10-04/12/21 SVC - 1123 HATCHER ST STE D	\$80.75
75911	05/12/2021		SAN GABRIEL VALLEY WATER CO.	\$8,311.52
	Invoice	Date	Description	Amount
	2021-00001914	04/28/2021	03/25-04/27/21 SVC - CROSSROADS PKY NORTH	\$1,179.32
	2021-00001915	04/28/2021	03/25-04/27/21 SVC - STA 129-00 CROSSROADS PKY	\$774.13
	2021-00001916	04/28/2021	03/25-04/27/21 SVC - STA 111-50 CROSSROADS PKY	\$333.00
	2021-00001917	04/28/2021	03/25-04/27/21 SVC - PELLISSIER	\$394.65
	2021-00001918	04/28/2021	03/25-04/27/21 SVC - PELLISSIER	\$270.54
	2021-00001919	04/28/2021	03/25-04/27/21 SVC - PECK/UNION PACIFIC BRIDGE	\$1,058.30
	2021-00001920	04/28/2021	03/25-04/27/21 SVC - S/E COR OF PELLISSIER	\$1,491.63
	2021-00001921	04/28/2021	03/25-04/27/21 SVC - PELLISSIER	\$551.62
	2021-00001922	04/28/2021	03/25-04/27/21 SVC - CROSSROADS PKY SOUTH	\$523.48
	2021-00001923	04/28/2021	03/25-04/27/21 SVC - STA 103-80 CROSSROADS PKY	\$309.58
	2021-00001924	04/28/2021	03/25-04/27/21 SVC - CROSSROADS PKY SOUTH	\$1,425.27
75912	05/12/2021		SO CALIFORNIA EDISON COMPANY	\$51,723.02
	Invoice	Date	Description	Amount
	2021-00001942	05/03/2021	04/01-05/01/21 SVC - 600 BREA CYN RD	\$425.70
	2021-00001943	05/03/2021	03/23-04/30/21 SVC - 600 S BREA CYN RD	\$68.48
	2021-00001944	05/03/2021	04/01-04/30/21 SVC - VARIOUS SITES	\$37,410.63
	2021-00001945	05/03/2021	04/01-04/30/21 SVC - 1 VALLEY/AZUSA	\$23.46
	2021-00001946	05/03/2021	04/01-04/30/21 SVC - NOGALES ST/SAN JOSE AVE	\$188.39
	2021-00001947	05/03/2021	04/01-04/30/21 SVC - VARIOUS SITES	\$174.38

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2021-00001948	05/03/2021	04/01-04/30/21 SVC - VARIOUS SITES	\$8,441.72
	2021-00001949	05/04/2021	04/05-05/03/21 SVC - 15625 STAFFORD ST	\$4,801.82
	2021-00001950	05/06/2021	04/07-05/05/21 SVC - 1123 HATCHER AVE STE A	\$188.44
75913	05/12/2021		SOCALGAS	\$551.69
	Invoice	Date	Description	Amount
	2021-00001951	05/03/2021	03/31-04/29/21 SVC - 1015 NOGALES ST	\$25.33
	2021-00001952	05/03/2021	03/31-04/29/21 SVC - 710 NOGALES ST	\$18.56
	2021-00001953	05/05/2021	04/02-05/03/21 SVC - 1 INDUSTRY HILLS PKWY	\$15.29
	2021-00001954	05/07/2021	04/06-05/05/21 SVC - 15633 RAUSCH RD	\$194.14
	2021-00001955	05/07/2021	04/06-05/05/21 SVC - 15718 RAUSCH RD	\$35.72
	2021-00001956	05/07/2021	04/06-05/05/21 SVC - 15651 STAFFORD ST	\$262.65
75914	05/12/2021		SUBURBAN WATER SYSTEMS	\$299.74
	Invoice	Date	Description	Amount
	180022035859	05/04/2021	04/06-05/04/21 SVC - NE CNR VALLEY/STIMS	\$299.74
75915	05/12/2021		THREE VALLEYS MUNICIPAL WATER	\$2,185.29
	Invoice	Date	Description	Amount
	05797	04/30/2021	04/01-04/30/21 SVC - TONNER CYN	\$2,185.29
75916	05/12/2021		VERIZON WIRELESS - LA	\$15,963.01
	Invoice	Date	Description	Amount
	9878514781	04/26/2021	03/27-04/26/21 SVC - VARIOUS WIRELESS SVC	\$15,963.01
75917	05/13/2021		CITY OF INDUSTRY-PETTY CASH	\$1,035.80

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	5/13/2021	05/13/2021	REIMBURSE PETTY CASH FOR PERIOD 3/31-5/10/21	\$1,035.80
75918	05/19/2021		AT & T	\$9.09
	Invoice	Date	Description	Amount
	2021-00001973	05/01/2021	05/01-05/31/21 SVC - CITY WHITE PAGES	\$9.09
75919	05/19/2021		FRONTIER	\$144.99
	Invoice	Date	Description	Amount
	2021-00001974	05/02/2021	05/02-06/01/21 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
75920	05/19/2021		PURCHASE POWER	\$99.81
	Invoice	Date	Description	Amount
	05/05/21	05/05/2021	POSTAGE METER REFILL ON 2/16/21	\$99.81
75921	05/19/2021		SO CALIFORNIA EDISON COMPANY	\$480.15
	Invoice	Date	Description	Amount
	2021-00001975	05/06/2021	04/07-05/05/21 SVC - 1135 HATCHER AVE	\$242.02
	2021-00001976	05/11/2021	04/12-05/10/21 SVC - 122 N PUENTE AVE U1	\$84.19
	2021-00001977	05/11/2021	04/12-05/10/21 SVC - 575 BALDWIN PARK BLVD U	\$74.05
	2021-00001978	05/12/2021	04/13-05/11/21 SVC - 490 S 7TH AVE	\$79.89
75922	05/19/2021		SOCALGAS	\$67.14
	Invoice	Date	Description	Amount
	2021-00001979	05/07/2021	04/06-05/05/21 SVC - 15625 STAFFORD ST APT A	\$52.84
	2021-00001980	05/07/2021	04/06-05/05/21 SVC - 15625 STAFFORD ST APT B	\$14.30

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

CITY.WF.CHK - City General Wells Fargo

75923	05/19/2021		VERIZON BUSINESS	\$193.78
	Invoice	Date	Description	Amount
	66144060	05/10/2021	04/01-04/30/21 SVC - VARIOUS SITES	\$47.63
	66144061	05/10/2021	04/01-04/30/21 SVC - VARIOUS SITES	\$146.15
75924	05/19/2021		WALNUT VALLEY WATER DISTRICT	\$27,247.41
	Invoice	Date	Description	Amount
	3992205	05/05/2021	04/01-04/30/21 SVC - INDUSTRY WAY #1	\$946.38
	3992206	05/05/2021	04/01-04/30/21 SVC - INDUSTRY WAY #2	\$1,256.46
	3992200	05/05/2021	04/01-04/30/21 SVC - INDUSTRY WAY #3	\$304.78
	3992201	05/05/2021	04/01-04/30/21 SVC - INDUSTRY WAY #4	\$351.93
	3992202	05/05/2021	04/01-04/30/21 SVC - INDUSTRY WAY #5	\$324.78
	3992203	05/05/2021	04/01-04/30/21 SVC - INDUSTRY WAY #6	\$247.62
	3992204	05/05/2021	04/01-04/30/21 SVC - INDUSTRY WAY #7	\$242.62
	3992210	05/05/2021	04/01-04/30/21 SVC - INDUSTRY WAY #8	\$430.53
	3992207	05/05/2021	04/01-04/30/21 SVC - INDUSTRY WAY #9	\$421.24
	3992208	05/05/2021	04/01-04/30/21 SVC - INDUSTRY WAY #10	\$474.11
	3992209	05/05/2021	04/01-04/30/21 SVC - INDUSTRY WAY #11	\$469.82
	3992197	05/05/2021	04/01-04/30/21 SVC - MARCELLIN DR MTR #1	\$1,306.79
	3992198	05/05/2021	04/01-04/30/21 SVC - MARCELLIN DR MTR #2	\$918.70
	3992185	05/05/2021	04/01-04/30/21 SVC - MARCELLIN DR MTR #3	\$1,267.39
	3992199	05/05/2021	04/01-04/30/21 SVC - MARCELLIN DR MTR #4	\$1,491.97
	3992211	05/05/2021	04/01-04/30/21 SVC - MARCELLIN DR MTR #5	\$1,361.95
	3992212	05/05/2021	04/01-04/30/21 SVC - MARCELLIN DR MTR #6	\$236.49
	3992192	05/05/2021	04/01-04/30/21 SVC - SE GRAND XING PKWY MTR #1	\$1,096.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3992193	05/05/2021	04/01-04/30/21 SVC - SE GRAND XING PKWY MTR #2	\$2,248.45
3992194	05/05/2021	04/01-04/30/21 SVC - SE GRAND XING PKWY MTR #3	\$2,892.64
3992195	05/05/2021	04/01-04/30/21 SVC - SE GRAND XING PKWY MTR #4	\$885.21
3992196	05/05/2021	04/01-04/30/21 SVC - SE GRAND XING PKWY MTR #5	\$120.85
3992190	05/05/2021	04/01-04/30/21 SVC - SE GRAND XING PKWY MTR #6	\$761.10
3992189	05/05/2021	04/01-04/30/21 SVC - SE GRAND XING PKWY MTR #7	\$899.00
3992104	05/05/2021	04/01-04/30/21 SVC - KOHL'S CENTER/MEDIAN	\$308.00
3992180	05/05/2021	04/01-04/30/21 SVC - 21627 GRAND CROSSING PKWY	\$331.93
3992181	05/05/2021	04/01-04/30/21 SVC - 21627 GRAND CROSSING PKWY	\$311.21
3992156	05/05/2021	04/01-04/30/21 SVC - BREA CYN N OF CURRIER	\$35.09
3992155	05/05/2021	04/01-04/30/21 SVC - BREA CYN N OF RR TRKS	\$135.56
3992188	05/05/2021	04/01-04/30/21 SVC - GRAND XING PKWY W/O GRAND	\$617.20
3992139	05/05/2021	04/01-04/30/21 SVC - 21350 VALLEY-MEDIAN	\$151.78
3992149	05/05/2021	04/01-04/30/21 SVC - E/S GRAND S/O BAKER PKWY	\$137.19
3992142	05/05/2021	04/01-04/30/21 SVC - BAKER PKWY & GRAND N/W CNR	\$1,360.56
3992140	05/05/2021	04/01-04/30/21 SVC - GRAND CROSSING EAST	\$69.04
3992122	05/05/2021	04/01-04/30/21 SVC - 22002 VALLEY BLVD	\$195.12
3992112	05/05/2021	04/01-04/30/21 SVC - BAKER PKWY METER #1	\$574.14
3992113	05/05/2021	04/01-04/30/21 SVC - BAKER PKWY METER #2	\$273.34
3992119	05/05/2021	04/01-04/30/21 SVC - GRAND AVE CROSSING	\$486.25
3992120	05/05/2021	04/01-04/30/21 SVC - GRAND AVE CROSSING	\$101.15
3992093	05/05/2021	04/01-04/30/21 SVC - FERRERO & GRAND EAST RAMP	\$862.15
3992043	05/05/2021	04/01-04/30/21 SVC - LEMON AVE N OF CURRIER RD	\$72.98
3991991	05/05/2021	04/01-04/30/21 SVC - IRR 820 FAIRWAY DR	\$64.30
3992158	05/05/2021	04/01-04/30/21 SVC - 60 FWY INTERCHANGE FAIRWAY	\$31.15
3992077	05/05/2021	04/01-04/30/21 SVC - BREA CYN RD & OLD RANCH RD	\$53.28
3992974	05/11/2021	04/01-04/30/21 SVC - PUMP STN BREA CYN	\$21.30
3993204	05/11/2021	04/01-04/30/21 SVC - NOGALES PUMP STN	\$64.30
3992954	05/11/2021	04/01-04/30/21 SVC - PUMP STN N/W CHERYLN	\$33.58
75925	05/27/2021	ANIMAL PEST MANAGEMENT	\$1,500.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	648015	04/30/2021	VERTEBRATE PEST CONTROL-HOMESTEAD	\$1,500.00
75926	05/27/2021		B AND T CATTLE	\$14,580.00
	Invoice	Date	Description	Amount
	128	05/01/2021	MAINT SVC-MAY 2021	\$14,580.00
75927	05/27/2021		B2 PRINT, LLC	\$682.71
	Invoice	Date	Description	Amount
	0010472	05/06/2021	LASER CHECKS-MEDICAL AND SA	\$682.71
75928	05/27/2021		BLAKE AIR CONDITIONING COMPANY	\$938.00
	Invoice	Date	Description	Amount
	58774	05/12/2021	A/C REPAIR-CITY HALL	\$588.00
	58781	04/28/2021	A/C REPAIR-EL ENCANTO	\$246.00
	58800	04/30/2021	A/C REPAIR-IBC	\$104.00
75929	05/27/2021		BRIGHTVIEW LANDSCAPE	\$3,261.23
	Invoice	Date	Description	Amount
	7349962	04/27/2021	REPAIR BROKEN ROTORS-BAKER PKY SLOPES	\$3,261.23
75930	05/27/2021		CARLOS GUERRA	\$160.00
	Invoice	Date	Description	Amount
	5/11/2021	05/11/2021	ARTWORK FOR NEW AD-BUSINESS FACILITIES	\$160.00
75931	05/27/2021		CASC ENGINEERING AND	\$3,747.50

**CITY OF INDUSTRY
WELLS FARGO BANK**

May 27, 2021

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	44060	04/30/2021	NPDES CONSULTING-COI	\$3,747.50
75932	05/27/2021		CHEM PRO LABORATORY, INC	\$283.00
	Invoice	Date	Description	Amount
	673519	04/23/2021	WATER TREATMENT-APR 2021	\$283.00
75933	05/27/2021		CINTAS CORPORATION LOC 693	\$145.92
	Invoice	Date	Description	Amount
	4083766618	05/10/2021	DOOR MATS	\$72.96
	4083113696	05/03/2021	DOOR MATS	\$72.96
75934	05/27/2021		CITY OF INDUSTRY	\$1,216.52
	Invoice	Date	Description	Amount
	2021-00000056	04/30/2021	IH FUEL PUMP-CITY HALL VEHICLES	\$1,216.52
75935	05/27/2021		CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description	Amount
	4399314	04/30/2021	DISP SVC-3226 GILMAN RD	\$84.51
	4399315	04/30/2021	DISP SVC-16000 TEMPLE AVE	\$140.85
	4399316	04/30/2021	DISP SVC-14362 PROCTOR AVE	\$84.51
	4399317	04/30/2021	DISP SVC-15710 NELSON AVE	\$28.17
	4399318	04/30/2021	DISP SVC-15702 NELSON AVE	\$28.17
	4399319	04/30/2021	DISP SVC-507 TURNBULL CYN RD	\$56.34
	4399320	04/30/2021	DISP SVC-15730 NELSON AVE	\$28.17
	4399321	04/30/2021	DISP SVC-15644 NELSON AVE	\$28.17

CITY OF INDUSTRY
WELLS FARGO BANK

May 27, 2021

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
4399322	04/30/2021	DISP SVC-15626 NELSON AVE	\$28.17
4399323	04/30/2021	DISP SVC-629 GIANO AVE	\$56.34
4399324	04/30/2021	DISP SVC-754 S 5TH AVE	\$56.34
4399325	04/30/2021	DISP SVC-210 S 9TH AVE	\$56.34
4399326	04/30/2021	DISP SVC-16020 HILL ST	\$28.17
4399327	04/30/2021	DISP SVC-15736 NELSON AVE	\$28.17
4399328	04/30/2021	DISP SVC-15634 NELSON AVE	\$28.17
4399329	04/30/2021	DISP SVC-257 TURNBULL CYN RD	\$42.26
4399330	04/30/2021	DISP SVC-643 GIANO AVE	\$56.34
4399331	04/30/2021	DISP SVC-15151 PROCTOR AVE	\$84.51
4399332	04/30/2021	DISP SVC-15157 WALBROOK DR	\$28.17
4399333	04/30/2021	DISP SVC-16000 HILL ST	\$28.17
4399334	04/30/2021	DISP SVC-16010 HILL ST	\$56.34
4399335	04/30/2021	DISP SVC-16014 HILL ST	\$28.17
4399336	04/30/2021	DISP SVC-16229 HANDORF RD	\$28.17
4399337	04/30/2021	DISP SVC-16242 HANDORF RD	\$56.34
4399338	04/30/2021	DISP SVC-16220 HANDORF RD	\$84.51
4399339	04/30/2021	DISP SVC-16218 HANDORF RD	\$28.17
4399340	04/30/2021	DISP SVC-16217 HANDORF RD	\$56.34
4399341	04/30/2021	DISP SVC-16227 HANDORF RD	\$28.17
4399342	04/30/2021	DISP SVC-16238 HANDORF RD	\$28.17
4399343	04/30/2021	DISP SVC-16224 HANDORF RD	\$28.17
4399344	04/30/2021	DISP SVC-15714 NELSON AVE	\$28.17
4399345	04/30/2021	DISP SVC-15652 NELSON AVE	\$28.17
4399346	04/30/2021	DISP SVC-134 TURNBULL CYN RD	\$28.17
4399347	04/30/2021	DISP SVC-14063 PROCTOR AVE	\$84.51

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
4399348	04/30/2021		DISP SVC-20137 E WALNUT DR S	\$28.17
4399349	04/30/2021		DISP SVC-15722 NELSON AVE	\$28.17
4399350	04/30/2021		DISP SVC-17229 CHESTNUT ST	\$84.51
4399351	04/30/2021		DISP SVC-130 TURNBULL CYN RD	\$28.17
4399352	04/30/2021		DISP SVC-132 TURNBULL CYN RD	\$28.17
4399353	04/30/2021		DISP SVC-138 TURNBULL CYN RD	\$28.17
4399354	04/30/2021		DISP SVC-15236 VALLEY BLVD	\$169.02
4399355	04/30/2021		DISP SVC-16200 TEMPLE AVE	\$84.51
4399356	04/30/2021		DISP SVC-14310 PROCTOR AVE	\$84.51
4399357	04/30/2021		DISP SVC-16212 TEMPLE AVE	\$84.51
75936	05/27/2021		CITY OF INDUSTRY-PAYROLL ACCT	\$130,000.00
	Invoice	Date	Description	Amount
	PR P/E 5/14/21	05/18/2021	REPLENISH PAYROLL FOR P/E 5/14/21	\$130,000.00
75937	05/27/2021		CITY OF INDUSTRY-REFUSE	\$12,508.31
	Invoice	Date	Description	Amount
4420720	05/01/2021		DISP SVC-TONNER CYN (CAMP COURAGE)	\$344.44
4420719	05/01/2021		DISP SVC-1123 HATCHER AVE #ABC	\$267.03
4420718	05/01/2021		DISP SVC-TONNER CYN (MAINT YD)	\$913.11
4422156	04/30/2021		DISP SVC-1123 HATCHER AVE #ABC	\$2,886.11
4420717	05/01/2021		DISP SVC-CITY HALL	\$488.84
4420914	05/01/2021		DISP SVC-205 N HUDSON AVE	\$226.79
4420591	05/01/2021		DISP SVC-13300 NELSON AVE	\$503.57
4421859	05/01/2021		DISP SVC-15929 E VALLEY BLVD	\$1,326.97
4422203	04/30/2021		DISP SVC-HADDICKS IMPOUND YARD	\$754.96

**CITY OF INDUSTRY
WELLS FARGO BANK**

May 27, 2021

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

CITY.WF.CHK - City General Wells Fargo

4421141	05/01/2021	DISP SVC-CITY BUS STOPS	\$4,796.49
---------	------------	-------------------------	------------

75938	05/27/2021	CNC ENGINEERING	\$239,566.25
--------------	-------------------	------------------------	---------------------

Invoice	Date	Description	Amount
502937	05/13/2021	DESIGN-BUILD FOR SOLAR CARPORT CANOPY	\$1,000.00
502938	05/13/2021	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$1,830.00
502939	05/13/2021	SITE PLAN FOR COUNTY SHERIFF TRAILER	\$15,932.50
502940	05/13/2021	EL ENCANTO IMPROVEMENTS	\$490.00
502941	05/13/2021	FOUR GRADE SEPARATION PUMP STATIONS	\$10,710.00
502942	05/13/2021	KELLA AVE STORM DRAIN	\$527.50
502943	05/13/2021	FULLERTON ROAD PCC	\$400.00
502944	05/13/2021	RESURFACING OF DON JULIAN RD	\$1,770.00
502945	05/13/2021	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$2,917.50
502946	05/13/2021	4TH AVE/TRAILSIDE WATERLINE IMPROVEMENTS	\$110.00
502947	05/13/2021	GENERAL ENG 4/26-5/9/21	\$1,177.50
502948	05/13/2021	GENERAL ENG SVC-TRAFFIC	\$2,800.00
502949	05/13/2021	GENERAL ENG SVC-PLAN APPROVAL	\$11,735.00
502950	05/13/2021	GENERAL ENG SVC-COUNTER SERVICE	\$4,527.50
502951	05/13/2021	GENERAL ENG SVC-PERMITS	\$25,348.75
502952	05/13/2021	ARENTH AVE RECONSTRUCTION	\$3,682.50
502953	05/13/2021	TEMPLE AVE DUAL RIGHT TURN	\$192.50
502954	05/13/2021	BUSINESS PKY RECONSTRUCTION	\$5,573.75
502955	05/13/2021	ARENTH AVE STREET IMPROVEMENT	\$36,116.25
502956	05/13/2021	RESURFACING VALLEY BLVD	\$1,932.50
502957	05/13/2021	ROOF REPLACEMENT AT 15559 RAUSCH AND 15660	\$662.50
502958	05/13/2021	ROOF REPLACEMENT AT 15651 STAFFORD ST	\$1,067.50

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

CITY.WF.CHK - City General Wells Fargo

502959	05/13/2021	ROOF REPLACEMENT AT 1123 S HATCHER AVE	\$1,842.50
502960	05/13/2021	GENERAL ENG SVC-STREET LIGHTS PURCHASE	\$2,365.00
502961	05/13/2021	GENERAL ENG 4/26-5/9/21	\$79,031.25
502962	05/13/2021	STORM WATER	\$2,658.75
502963	05/13/2021	TONNER CYN PROPERTY	\$2,477.50
502964	05/13/2021	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$2,825.00
502965	05/13/2021	PAVEMENT AT TONNER CYN	\$1,085.00
502967	05/13/2021	AUTOMATIC METER READING	\$1,290.00
502968	05/13/2021	CHINO RANCH #1 DAM RENOVATION	\$3,740.00
502969	05/13/2021	CITY HALL MAINT	\$2,207.50
502970	05/13/2021	HOMESTEAD MUSEUM IMPROVEMENTS	\$4,182.50
502975	05/13/2021	EL ENCANTO HVAC MAINT	\$357.50
062021	06/01/2021	MEALS/WHEELS RENT-JUN 2021	\$5,000.00

75939	05/27/2021	CNC ENGINEERING	\$99,891.25
--------------	-------------------	------------------------	--------------------

Invoice	Date	Description	Amount
502971	05/13/2021	VALLEY BLVD CORRIDOR CO-OP PROJECT	\$540.00
502972	05/13/2021	SAFETY UPGRADES AT RR CROSSINGS	\$2,055.00
502973	05/13/2021	STIMSON AVE CROSSING	\$300.00
502974	05/13/2021	METROLINK MAINT-PARKING LOT SOLAR SYSTEM	\$2,325.00
502976	05/13/2021	PAINT EVALUATION OF WROUGHT IRON FENCE	\$6,277.50
502977	05/13/2021	INDUSTRY HILLS FUEL TANKS DISPENSING	\$1,917.50
502978	05/13/2021	HIGHWAY BRIDGE PROGRAM FUNDING	\$4,215.00
502979	05/13/2021	BRIDGE REHABILITATION-VALLEY BLVD	\$100.00
502980	05/13/2021	FISCAL YEAR BUDGET	\$14,145.00
502981	05/13/2021	ROWLAND ST RECONSTRUCTION	\$9,665.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
502982	05/13/2021	BIXBY DR PCC PAVEMENT		\$200.00
502983	05/13/2021	VARIOUS ASSIGNMENTS RELATED TO SA		\$765.00
502984	05/13/2021	NELSON AVE/PUENTE AVE INTERSECTION		\$550.00
502985	05/13/2021	CARTEGRAPH MGMT		\$12,960.00
502986	05/13/2021	HOMESTEAD MUSEUM UPGRADES		\$5,555.00
502987	05/13/2021	GRAND AVE RECONSTRUCTION		\$9,150.00
502988	05/13/2021	ANNUAL SLURRY SEAL PROJECT		\$562.50
502989	05/13/2021	ANNUAL PAVEMENT REHABILITATION		\$14,567.50
502990	05/13/2021	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE		\$1,361.25
502991	05/13/2021	HIGHWAY PERFORMANICE MONITORING		\$1,980.00
502993	05/13/2021	GRAND AVE BRIDGE WIDENING		\$262.50
502994	05/13/2021	ALAMEDA CORRIDOR EAST RELATED PROJECTS		\$600.00
502995	05/13/2021	TURNBULL CYN RD GRADE SEPARATION		\$100.00
503000	05/13/2021	AMAR RD STREETLIGHT INSTALLATION		\$2,027.50
503003	05/13/2021	STARHILL LN/3RD AVE WATERLINE		\$5,435.00
503004	05/13/2021	DON JULIAN/BASETDALE WATERLINE		\$2,275.00
75940	05/27/2021		CONSILIO, LLC	\$1,684.16
	Invoice	Date	Description	Amount
	INV243501	04/30/2021	DOCUMENT MGMT-APR 2021	\$1,684.16
75941	05/27/2021		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount
	82076815	04/30/2021	GEOGRAPHIC PKG-APR 2021	\$192.50
75942	05/27/2021		DEPT OF TRANSPORTATION	\$2,359.11

**CITY OF INDUSTRY
WELLS FARGO BANK**

May 27, 2021

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	SL210759	04/22/2021	MAINT OF SIGNALS & LIGHTS JAN-MAR 2021	\$2,359.11
75943	05/27/2021		DIRECTV - FOR BUSINESS	\$87.25
	Invoice	Date	Description	Amount
	134740128X210501	05/20/2021	RSN/TV ACCESS FEES	\$87.25
75944	05/27/2021		EGOSCUE LAW GROUP, INC.	\$962.50
	Invoice	Date	Description	Amount
	13096	05/03/2021	LEGAL SVC-FOLLOW'S CAMP	\$962.50
75945	05/27/2021		ENTERPRISE MAPS LLC	\$17,500.00
	Invoice	Date	Description	Amount
	127	05/06/2021	AMAZON WEB SERVICES	\$17,500.00
75946	05/27/2021		EXCEL PAVING COMPANY	\$323,256.50
	Invoice	Date	Description	Amount
	#1CITY-1460	05/01/2021	ARENTH AVE STREET IMPROVEMENTS	\$320,636.00
	#1CITY-1460-2	05/01/2021	ARENTH AVE STREET IMPROVEMENTS	\$19,634.00
75947	05/27/2021		FEDERAL EXPRESS CORP.	\$20.88
	Invoice	Date	Description	Amount
	7-364-39603	05/07/2021	MESSENGER SVC	\$20.88
75948	05/27/2021		FRAZER, LLP	\$46,690.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	172042	04/30/2021	COI-PROF SVC FOR APR 2021	\$44,690.00
	172053	04/30/2021	SA-PROF SVC FOR APR 2021	\$2,000.00
75949	05/27/2021		GENTRY BROTHERS, INC.	\$121,991.44
	Invoice	Date	Description	Amount
	#3CITY-1458	05/01/2021	TEMPLE AVE DUAL RIGHT TURN TO AZUSA	\$128,412.04
75950	05/27/2021		GMS ELEVATOR SERVICES, INC	\$145.00
	Invoice	Date	Description	Amount
	105833	05/01/2021	ELEVATOR MAINT-CITY HALL	\$145.00
75951	05/27/2021		GRAND CENTRAL RECYCLING &	\$2,201.56
	Invoice	Date	Description	Amount
	4420307	04/30/2021	SOLID WASTE-CITY HALL	\$2,201.56
75952	05/27/2021		HERO INDUSTRIES	\$2,737.50
	Invoice	Date	Description	Amount
	10721	05/05/2021	UPDATED CHALLENGE COINS FOR COI	\$2,737.50
75953	05/27/2021		HISTORICAL RESOURCES, INC.	\$19,920.84
	Invoice	Date	Description	Amount
	COI2021-19	05/13/2021	ADMIN & MGMT SVC-HOMESTEAD	\$19,920.84
75954	05/27/2021		HOME DEPOT CREDIT SERVICES	\$2,348.62
	Invoice	Date	Description	Amount
	7021369	05/05/2021	VINYL FLOORING-TONNER CYN (RANGER HOUSE)	\$126.92

**CITY OF INDUSTRY
WELLS FARGO BANK**

May 27, 2021

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	8903087	05/04/2021	VINYL FLOORING-TONNER CYN (RANGER HOUSE)	\$2,221.70
75955	05/27/2021		INDEPENDENT ROOFING	\$6,880.00
	Invoice	Date	Description	Amount
	0076418	04/30/2021	ROOF INSPECTION-15651 STAFFORD	\$970.00
	0076378	04/30/2021	ROOF INSPECTION-1123 S HATCHER AVE	\$1,940.00
	0076417	04/30/2021	ROOF INSPECTION-1123 S HATCHER AVE	\$970.00
	0076380	04/30/2021	PRE-JOB CONFERENCE-RAUSCH RD/STAFFORD ST	\$1,500.00
	0076379	04/30/2021	PRE-JOB CONFERENCE-15651 STAFFORD	\$1,500.00
75956	05/27/2021		INDUSTRY SECURITY SERVICES	\$24,391.02
	Invoice	Date	Description	Amount
	14-25355	05/07/2021	SECURITY SVC-VARIOUS CITY SITES	\$15,825.18
	14-25352	05/07/2021	SECURITY SVC 4/30-5/6/21	\$8,565.84
75957	05/27/2021		INTERIOR IMAGES, INC.	\$2,851.50
	Invoice	Date	Description	Amount
	3044	03/30/2021	INTERIOR DESIGN-EL ENCANTO FACILITY	\$2,851.50
75958	05/27/2021		JANUS PEST MANAGEMENT	\$3,914.00
	Invoice	Date	Description	Amount
	235030	04/09/2021	PEST SVC-CITY HALL	\$145.00
	235034	04/21/2021	PEST SVC-TONNER CYN	\$142.00
	235022	04/21/2021	PEST SVC-TONNER CYN	\$122.00
	235024	04/21/2021	PEST SVC-TONNER CYN	\$75.00
	235021	04/21/2021	PEST SVC-TONNER CYN	\$102.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	235494	05/01/2021	PEST SVC-HOMESTEAD	\$600.00
	235031	04/09/2021	PEST SVC-15651 STAFFORD (IBC)	\$145.00
	235100	04/21/2021	PEST SVC-OLD BREA CYN (IBC WEST)	\$168.00
	235109	04/02/2021	RODENT SVC-CHESTNUT/ANAHEIM-PUENTE	\$448.00
	235110	04/16/2021	RODENT SVC-CHESTNUT/ANAHEIM-PUENTE	\$448.00
	235111	04/02/2021	RODENT SVC-HELIPAD PARKING LOT	\$243.00
	235112	04/16/2021	RODENT SVC-HELIPAD PARKING LOT	\$243.00
	235114	04/16/2021	RODENT SVC-HELIPAD	\$150.00
	235113	04/02/2021	RODENT SVC-HELIPAD	\$150.00
	235166	04/15/2021	RODENT SVC-IBC EAST LANDFILL	\$733.00
75959	05/27/2021		JMDiaz, Inc.	\$715.00
	Invoice	Date	Description	Amount
	051 (21-080)	04/30/2021	STAFF AUGMENTATION-APR 2021	\$715.00
75960	05/27/2021		KLEINFELDER, INC.	\$29,925.90
	Invoice	Date	Description	Amount
	001326311	04/30/2021	BUSINESS PKY RECONSTRUCTION	\$2,000.00
	001323114	04/07/2021	BUSINESS PKY RECONSTRUCTION	\$27,925.90
75961	05/27/2021		L A COUNTY DEPT OF PUBLIC	\$6,700.10
	Invoice	Date	Description	Amount
	IN210000854	04/29/2021	ACCIDENT-CALIFORNIA AVE @ NELSON AVE	\$1,045.71
	IN210000845	04/29/2021	ACCIDENT-BALDWIN PARK BL @ TEMPLE AVE	\$1,614.20
	IN210000919	04/29/2021	ACCIDENT-FULLERTON AVE @ VALLEY BLVD	\$2,621.73
	IN210000855	04/29/2021	ACCIDENT-HAMBLEDON AVE @ VALLEY BLVD	\$1,418.46

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
75962	05/27/2021		L A COUNTY DEPT OF PUBLIC	\$51,783.65
	Invoice	Date	Description	Amount
	IN210000751	03/25/2021	BLDG & SAFETY-ONE STOP SHOP FOR JAN 2021	\$51,783.65
75963	05/27/2021		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	5/6/2021	05/06/2021	NOTICE OF EXEMPTION FILING FEE	\$75.00
75964	05/27/2021		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	5/6/2021-A	05/06/2021	ENVIRONMENTAL FILING FEE FOR MP 20 03	\$75.00
75965	05/27/2021		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	IBC-0389	05/06/2021	ENVIRONMENTAL FILING FEE FOR IBC-0389	\$75.00
75966	05/27/2021		L A COUNTY SHERIFF'S	\$920,860.81
	Invoice	Date	Description	Amount
	212248AL	05/10/2021	SHERIFF CONTRACT-APR 2021	\$920,860.81
75967	05/27/2021		LAIRD PLASTICS, INC.	\$526.55
	Invoice	Date	Description	Amount
	5361997 RI	04/22/2021	INSTALL ADD'L CLEAR ACRYLIC-EL ENCANTO	\$526.55
75968	05/27/2021		LEIGHTON CONSULTING INC	\$2,000.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK**

May 27, 2021

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	43467	01/27/2021	GEO EXPLORATION-GRAND AVE WIDENING AT SAN	\$2,000.00
75969	05/27/2021		LOCKE LORD LLP	\$146,736.96
	Invoice	Date	Description	Amount
	1650350	05/11/2021	LEGAL SVC-MAR 2021	\$146,736.96
75970	05/27/2021		LOS ANGELES ENGINEERING, INC.	\$459,824.70
	Invoice	Date	Description	Amount
	#12GGS-0387-1	05/01/2021	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$456,426.00
	#12GGS-0387-2	05/01/2021	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$8,100.00
	#12GGS-0387-3	05/01/2021	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$19,500.00
75971	05/27/2021		BANNER BANK	\$24,201.30
	Invoice	Date	Description	Amount
	#12GGS-0387-1-R	05/01/2021	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$22,821.30
	#12GGS-0387-2-R	05/01/2021	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$405.00
	#12GGS-0387-3-R	05/01/2021	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$975.00
75972	05/27/2021		MX GRAPHICS, INC.	\$594.85
	Invoice	Date	Description	Amount
	23040	05/03/2021	BLUEPRING SVC-JN 6201	\$594.85
75973	05/27/2021		NEXTECH SYSTEMS, INC.	\$6,894.39
	Invoice	Date	Description	Amount
	INV678	04/29/2021	TEMPLE EDGE LED SIGNS-MAYOR DAVE WAY	\$6,894.39
75974	05/27/2021		PACIFIC UTILITY INSTALLATION	\$34,579.00

**CITY OF INDUSTRY
WELLS FARGO BANK**

May 27, 2021

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	23649	04/30/2021	ACCIDENT-TEMPLE/PEREZ PLACE	\$1,324.00
	23648	04/30/2021	ACCIDENT-SON JULIAN/PARRIOTT PLACE	\$1,324.00
	23646	04/30/2021	ACCIDENT-STIMSON/VALLEY BLVD	\$1,107.00
	23647	04/30/2021	ACCIDENT-GRAND/BAKER PKY	\$1,324.00
	23703	04/30/2021	CONSTRUCTION FO REMOTE MONITORING-	\$29,500.00
75975	05/27/2021		PEDROZA JR, SAMUEL	\$253.53
	Invoice	Date	Description	Amount
	05/10/2021	05/10/2021	REIMBURSE FOR LUNCH MEETINGS	\$253.53
75976	05/27/2021		PLACEWORKS	\$14,337.38
	Invoice	Date	Description	Amount
	75117	04/30/2021	IS/MND FOR GREEN WASTER FACILITY-999 HATCHER	\$729.30
	75086	04/30/2021	IS/MND FOR NEW BLDG-20922 CURRIER RD	\$2,194.28
	75109	04/30/2021	2004 IND BUSINESS CENTER EIR (JN9364)	\$11,413.80
75977	05/27/2021		POST ALARM SYSTEMS	\$304.38
	Invoice	Date	Description	Amount
	1373244	05/05/2021	MONITORING SVC-HOMESTEAD	\$304.38
75978	05/27/2021		POWER ENGINEERS INCORPORATED	\$10,031.20
	Invoice	Date	Description	Amount
	407151	05/11/2021	REMOTE MONITORING-WADDINGHAM STATION	\$10,031.20
75979	05/27/2021		PRINCE GLOBAL SOLUTIONS, LLC	\$5,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK**

May 27, 2021

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	026	05/05/2021	FEDERAL ADVOCACY-APR 2021	\$5,000.00
75980	05/27/2021		R.F. DICKSON CO., INC.	\$19,260.78
	Invoice	Date	Description	Amount
	2510795	04/30/2021	STREET & PARKING LOT SWEEPING-APR 2021	\$19,260.78
75981	05/27/2021		RICOH USA, INC.	\$544.27
	Invoice	Date	Description	Amount
	5061887839	04/27/2021	METER READING-ENGINEERING COPIER	\$10.22
	5061992257	05/09/2021	METER READING-VARIOUS	\$534.05
75982	05/27/2021		RICOH USA, INC.	\$3,509.49
	Invoice	Date	Description	Amount
	72425105	05/08/2021	COPIER LEASE-VARIOUS	\$858.73
	72408424	05/08/2021	COPIER LEASE-VARIOUS	\$2,650.76
75983	05/27/2021		SAN GABRIEL VALLEY	\$1,680.00
	Invoice	Date	Description	Amount
	20210513COIM	05/13/2021	LANDSCAPE SVC-TRAIL MAINT	\$1,680.00
75984	05/27/2021		SAN GABRIEL VALLEY NEWSPAPER	\$2,716.00
	Invoice	Date	Description	Amount
	0011459255	04/30/2021	NOTICE OF PUBLIC HEARING	\$686.00
	0011451315	04/02/2021	NOTICE INVITING BIDS-CITY 1463	\$2,030.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
75985	05/27/2021		SAN GABRIEL VALLEY NEWSPAPER	\$1,165.00
	Invoice	Date	Description	Amount
	0000511037	04/30/2021	MONTHLY ADVERTISING-HOMESTEAD	\$1,165.00
75986	05/27/2021		SCREENVISION MEDIA	\$800.00
	Invoice	Date	Description	Amount
	LOC-000241795	05/07/2021	VIDEO ADVERTISEMENT-VINELAND DRIVE IN	\$800.00
75987	05/27/2021		SCS FIELD SERVICES	\$15,599.50
	Invoice	Date	Description	Amount
	0404237	04/30/2021	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$15,599.50
75988	05/27/2021		SO CAL INDUSTRIES	\$90.34
	Invoice	Date	Description	Amount
	500842	05/14/2021	FENCE RENTAL-INDUSTRY HILLS	\$90.34
75989	05/27/2021		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894051021	05/10/2021	BUSINESS INTERNET-MAY 2021	\$938.99
75990	05/27/2021		SST CONSTRUCTION, LLC	\$7,655.00
	Invoice	Date	Description	Amount
	043231	05/11/2021	2021 PREVENTATIVE MAINT-METRO SOLAR	\$7,280.00
	043242	05/11/2021	TROUBLESHOOT-METRO SOLAR	\$375.00
75991	05/27/2021		STAPLES BUSINESS ADVANTAGE	\$1,204.91

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	8062040231	04/24/2021	OFFICE SUPPLIES	\$1,023.71
	8062124411	05/01/2021	OFFICE SUPPLIES	\$181.20
75992	05/27/2021		STATE COMPENSATION INS. FUND	\$1,985.92
	Invoice	Date	Description	Amount
	MAY 2021	05/03/2021	WORKMANS COMP PREMIUM FOR MAY 2021	\$1,985.92
75993	05/27/2021		THE TECHNOLOGY DEPOT	\$13,131.75
	Invoice	Date	Description	Amount
	16224	05/03/2021	CLOUD CONNECT VIRTUAL VITA	\$1,068.94
	16225	05/03/2021	PLATINUM CYBER PROTECTION	\$524.70
	16226	05/03/2021	CLOUD BACKUP-JUNE 2021	\$287.25
	16227	05/03/2021	VITA SUBSCRIPTION	\$362.10
	16256	05/03/2021	WINDOWS 2019 SERVER EDITION LIC SUBSCRIPTION	\$59.90
	16211	05/07/2021	NETWORK MAINT 5/3-5/6/21	\$4,877.50
	16223	05/03/2021	EMERGENCY NOTIFICATION SUBSCRIPTION	\$685.42
	16222	05/03/2021	CLOUD CONNECT VEEAM	\$223.44
	16290	05/14/2021	NETWORK MAINT-AFTER HOURS SUPPORT	\$866.25
	16289	05/14/2021	NETWORK MAINT 5/10-5/14/21	\$4,176.25
75994	05/27/2021		THOMSON REUTERS - WEST	\$385.44
	Invoice	Date	Description	Amount
	844372168	05/04/2021	WEST'S ANNO CALIF CODE BOOKS	\$385.44
75995	05/27/2021		TPX COMMUNICATIONS	\$2,204.20

**CITY OF INDUSTRY
WELLS FARGO BANK**

May 27, 2021

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	142688176-0	04/30/2021	TEL/INTERNET-HOMESTEAD	\$2,204.20
75996	05/27/2021		TPX COMMUNICATIONS	\$4,203.10
	Invoice	Date	Description	Amount
	142721080-0	04/30/2021	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,203.10
75997	05/27/2021		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	20212060	05/03/2021	MAINT SVC-METRO SOLAR	\$1,726.67
75998	05/27/2021		TURBO DATA SYSTEMS, INC	\$389.83
	Invoice	Date	Description	Amount
	34893	04/30/2021	CITATION PROCESSING MAR/APR 2021	\$389.83
75999	05/27/2021		U.S. BANK	\$2,000.00
	Invoice	Date	Description	Amount
	6109203	04/23/2021	COI-ADMIN FEES FOR TAX REV BOND 2017	\$2,000.00
76000	05/27/2021		UNUM LIFE INSURANCE COMPANY	\$1,540.80
	Invoice	Date	Description	Amount
	6/1/21-8/31/21	06/01/2021	LONG TERM CARE-SPOUSE	\$1,540.80
76001	05/27/2021		WALNUT VALLEY GLASS & MIRROR	\$1,105.06
	Invoice	Date	Description	Amount
	18215	04/30/2021	INSTALL CLEAR TEMPERED GLASS-EL ENCANTO	\$1,105.06

**CITY OF INDUSTRY
WELLS FARGO BANK
May 27, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
76002	05/27/2021		WALTERS WHOLESALE ELECTRIC	\$4,512.57
	Invoice	Date	Description	Amount
	S118022509.001	05/07/2021	STREET OPERATIONS/MAINT	\$3,025.62
	S117989060.001	05/03/2021	STREET OPERATIONS/MAINT	\$1,486.95
76003	05/27/2021		WELLS FARGO	\$4,272.38
	Invoice	Date	Description	Amount
	4/8-5/3/21	05/03/2021	CREDIT CARD EXPENSE P/E 5/3/21	\$4,272.38
76004	05/27/2021		WEST COAST ARBORISTS, INC.	\$77,557.07
	Invoice	Date	Description	Amount
	172178	04/30/2021	GPS TREE INVENTORY	\$264.00
	172342	04/30/2021	MAINT STREET TREES-PUBLIC ROW	\$77,293.07
76005	05/27/2021		WESTERN POWER PROJECT	\$22,500.00
	Invoice	Date	Description	Amount
	IPUC 03	05/12/2021	ENGINEERING SVC-SMART METERS	\$18,000.00
	IPUC 04	05/12/2021	ENGINEERING SVC-SMART METERS	\$4,500.00

Checks	Status	Count	Transaction Amount
	Total	106	\$3,113,224.97

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*

DATE: May 27, 2021

SUBJECT: Consideration of Resolution No. CC 2021-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, NAMING THE ARENTH AVENUE RECONSTRUCTION PROJECT AS AN SB 1 PROJECT FOR FISCAL YEAR 2021-2022

Background:

On April 28, 2017, the Governor signed Senate Bill 1 ("SB 1") (Beall, Chapter 5, Statutes of 2017) to address basic road maintenance, rehabilitation and critical safety needs on the state highway and local road system. SB 1 established requirements for holding local governments accountable for the efficient use of public funds to maintain public streets and roads. Under the provisions of SB 1, funds from the Road Maintenance and Rehabilitation Account ("RMRA") may be used for City projects that meet certain criteria and requires that eligible cities submit a list of proposed projects to be funded with these funds pursuant to an adopted city budget.

Cities are allocated RMRA funds based on population, and in order to use the RMRA funds, projects must be the following qualifications: considered basic road maintenance and road rehabilitation projects, and/or critical safety projects.

On June 28, 2018, the City Council adopted Resolution No. CC 2018-30 approving the Fiscal Year ("FY") 2018-2019 CIP Program Budget, which included seven million dollars for the Arenth Avenue Reconstruction Project, from Anaheim-Puente Road to Phillips Drive (MP 14-12). Beginning in 2018, and annually thereafter, the City Council adopted resolutions designating the Arenth Avenue Reconstruction Project as the City's SB 1 project.

Discussion:

Each year, cities must submit a project list of SB 1 projects by July 1. Staff will submit the Arenth Avenue Project to the State of California as the City's designated SB 1 project for FY 2021-22. The California Transportation Commission requires that a separate resolution be adopted to identify the Arenth Avenue Reconstruction Project as the City's designated SB 1 project, and that the City formally adopt SB 1 funds as part of the

adopted 2021-22 Capital Improvement Program ("CIP") budget to receive the funds for projects. Arenth Avenue Reconstruction is entering the final phase of construction that is expected to be completed by the end of 2021. The City's estimated SB 1 allocation is \$8,815.00 for FY 21-22. Therefore, at this time, Staff recommends adoption of the resolution.

Fiscal Impact:

As the SB 1 funds are allocated according to population, the City's projected SB 1 allocation for Fiscal Year 2021-22 is \$8,815.00. The Fiscal Year 2021-22 CIP budget will include the Arenth Avenue Reconstruction Project (MP 14-12).

Recommendation:

It is recommended that the City Council approve Resolution No. CC 2021-31

Exhibit:

- A. Resolution No. CC 2021-31
-

TH/JN/SC:jf

EXHIBIT A

Resolution No. CC 2021-31

[Attached]

RESOLUTION NO. CC 2021-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY, CALIFORNIA NAMING THE ARENTH AVENUE
RECONSTRUCTION PROJECT AS AN SB 1 PROJECT FOR FISCAL
YEAR 2021-2022**

WHEREAS, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017, in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the community is aware of the projects proposed for funding in our City and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$8,815.00 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, this is the fourth year in which the City is receiving SB 1 funding, and the funding will enable the City to continue essential road maintenance and rehabilitation projects, as well as safety improvements; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY,
CALIFORNIA HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

Section 1. The above recitals are true and correct and incorporated herein by reference.

Section 2. The fiscal year 2021-22 project planned to be funded with Road Maintenance and Rehabilitation Account revenue is:

- A. Project Location: Arenth Avenue from Phillips Drive to Nogales Street.
- B. Project Description: A gutter to gutter grind out/removal of failing asphalt and replacement with new asphalt. Streetlight installations for improved safety, guard rail installation for road safety, ADA path of travel improvements where necessary.
- C. Estimated Useful Life: The City's Pavement Management system estimates a new useful life for this repaired roadway of 20 years.
- D. Proposed Schedule: Estimated construction start date in May 2021 and complete construction by December 2021.

SECTION 3. 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 4. 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 May 27, 2021, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Gerardo Perez, Sr. Construction Manager, CNC Engineering

DATE: May 27, 2021

SUBJECT: Consideration of Change Order No. 1 and Notice of Completion for Contract No. CITY-1453 Amar Road Streetlight Installation from Aileron Avenue to Echelon Avenue, with Calpromax Engineering, Inc.

Background:

On April 23, 2020, the City Council awarded Contract No. CITY-1453, Amar Road Streetlight Installation from Aileron Avenue to Echelon Avenue, to Calpromax Engineering, Inc. in the amount of \$166,484.00, and gave the City Manager and City Engineer authority to approve up to \$24,972.60 in change orders. The work involved installation of streetlights on the south side of the Amar Road between Aileron Avenue and Echelon Avenue, and included trenching and installation of approximately 1,800 feet of new conduits, 14 pull boxes, 12 foundations of streetlight poles, meter service pedestal and foundation, and conduit up to 10 feet on the power pole. It also included furnishing and installing 12 street light poles and luminaires.

Discussion:

As of May 10, 2021, the City Engineer reviewed the following change order for completeness and accuracy as to the materials included:

- **Change Order No. 1** – The contract plans call for installation of 1,700 lineal feet of 3-inch diameter DB (direct burial) conduit. The Contractor opted to bore this conduit and was unsuccessful since the DB conduit is thin walled. The Contractor submitted a claim for costs incurred while boring this conduit and having to use PVC Schedule 40 conduit. The claim was denied because it was the Contractor's option to bore the DB conduit instead of trenching the conduit. However, Staff agreed to pay for the unused DB 100 conduit which will be stored for future use by the City. The material cost of 1,700 lineal feet of 3-inch diameter DB conduit totals \$2,499.00.

As of May 6, 2021, Staff determined that the installation of 12 street light poles, luminaires and foundations is complete and operational. This includes installation of 1,800 feet of

new conduits, 14 pull boxes and new meter service panel. Staff have inspected the site and found all work to be completed.

Fiscal Impact:

The table below details the complete project costs.

Contract (Calpromax Engineering)	\$166,484.00
Change Order No. 1	\$2,499.00
Total Project Cost	\$168,983.00

The total construction cost including change orders is \$168,983.00. In Fiscal Year 2020-2021 adopted Capital Improvement Project budget, \$280,000.00 was approved and therefore, no additional appropriations are required (Account No. 120-718-5205).

Recommendations:

- 1.) Approve Change Order No. 1 in the amount of \$2,499.00 and authorize the Mayor or her designee to execute the approved change order;
- 2.) Accept the work performed by Calpromax Engineering, Inc., in the amount of \$168,983.00;
- 3.) Authorize the City Engineer or his designee to execute the Notice of Completion; and
- 4.) Authorize the City Clerk to file a Notice of Completion for the Project.

Exhibits:

- A. Change Order No. 1, dated May 27, 2021
- B. Notice of Completion, dated May 27, 2021

TH/JN/GP:as

EXHIBIT A

Change Order No. 1, dated May 27, 2021

[Attached]

CITY OF INDUSTRY
 15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

CHANGE ORDER

Change Order No. 1

Project Amar Road Streetlight Installation from Aileron Ave. to Echelon Ave Contract No. CITY-1453 Date 5/27/2021

Type _____
 Project Street Light Installation Contractor Calpromax Engineering, Inc.

Location Amar Road

Explanation:

Purchase 1,700 lineal feet of 3-inch diameter DB (direct burial) conduit

Extra Work by: _____ X _____
 Contract Items Negotiated T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Purchase 3-inch DB conduit	1	\$2,499.00	\$2,499.00	
TOTAL COST				\$2,499.00	

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	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount	\$ 166,484.00	Total T & M	\$ -
Total Previous Change Orders	0.00%		
Total Change Orders	\$ 2,499.00 1.50%	Pay This CHANGE ORDER	\$2,499.00 1.50%

Authorized by _____ Additional Contract Days 1

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

Joshua Nelson 5/11/2021
 Contractor Representative Date
 Joshua Nelson - City Engineer Date

Gerardo Perez 5-12-21
 Troy Helling - City Manager Date
 Gerardo Perez, Construction Manager Date

CALPROMAX ENGINEERING INC.

650 N. Rose Dr.#186. Placentia, CA 92870 –Ph:714-573-4599, Fax: 714-459-7088, calpromax@gmail.com

CHANGE ORDER PROPOSAL

Date: 12/09/2020

COP# 001

Project: Amar Road Street light installation from Aileron ave to Echelon ave
To: City of Industry
Attn.: Gerry Perez

Description of Work: Loss material and labor using approved PVC DB 100

<u>Item</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Subtotal</u>	<u>% Mark-up</u>	<u>Mark-Up</u>	<u>Total</u>
1	Material	\$ -		\$ 2,499.00	15%	\$374.85	\$2,873.85
2	Equipment			\$2,536.00	15%	\$380.40	\$2,916.40
2	Labor			\$2,137.08	20%	\$427.42	\$2,564.50
4	Sucontractors				5%	\$0.00	\$0.00
7	Taxes						
5	Total Direct Cost						\$8,354.75
6	Insurance						\$0.00
8	Subtotal						\$8,354.75
10	Bond Premium				2%	\$167.09	\$167.09
11	Total						\$8,521.84

\$2499

*****THIS CHANGE ORRDER WILL INCREASE THE COMPLETION TIME BY (1) DAYS*****

OUR PROPOSAL IS VALID FOR FIFTEEN (15) DAYS ONLY. SHOULD WE NOT RECEIVE YOUR WRITTEN DIRECTIVE WITHIN THIS PERIOD, OUR PROPOSAL SHOULD BE CONSIDERED WITHDRAWN, AND WORK WILL PROCEED PER OUR ORIGINAL DOCUMENTS.
THIS CHANGE ORDER IS LIMITED TO THE ABOVE DESCRIPTION OF WORK ONLY. ALL WORK IS BASED ON STRAIGHT TIME ONLY, WITHOUT ANY CONSIDERATION TO ANY TIME IMPACT, ALLOWANCE FOR ACCELERATION, CREW ADJUSTMENT, OR WORKING OVERTIME.
OUR OFFER DOES NOT INCLUDE ANY DELAY IMPACT. ALL DELAY CLAIMS WILL BE BASED ON OUR CPM SCHEDULE.

Submitted By:
CALPROMAX ENGINEERING

Accepted By:
City of Huntington Park

Title: _____

Date: _____

CALPROMAX ENGINEERING INC.

650 N. Rose Dr.#186. Placentia, CA 92870 -Ph:714-573-4599, Fax: 714-459-7088, calpromax@gmail.com

LABOR

Item	Description of Work	Hrs.	Laborer Classification	Rate	Amount
1	Boring using 3" PVC DB 100	8	Operator & locator 4hr ea	\$ 107.73	\$ 861.84
2	Working with Boring team	12	3- laborers, 4 hr. ea	\$ 81.27	\$ 975.24
3	Supervisor	4	Supervision	\$ 75.00	\$ 300.00

~~\$ 2,137.08~~ NO

MATERIAL

Item	Material Description	Qty.	Unit	Price	Total
1	3" PVC DB 100	1700	LF	\$ 1.47	\$ 2,499.00

APPROVED → \$ 2,499.00

EQUIPMENT

Item	Description of Work	Hrs.	Equipment	Rate	Amount
1				\$ 72.65	\$ -
	Boring	8	2-Utility truck, 4 hrs each	\$ 55.75	\$ 446.00
				\$ 62.00	\$ -
		4	Air compressor	\$37.50	\$ 150.00
		4	Arrow board & Traffic cones	\$ 45.00	\$ 180.00
	Boring machine, vaccum, two trucks	4		\$ 440.00	\$ 1,760.00

~~\$ 2,536.00~~ NO

SUBCONTRACTOR

Item	Subcontractors Name	Description of Work	Amount
		Total	\$ -

EXHIBIT B

Notice of Completion, dated May 27, 2021

[Attached]



CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
 - Industry Public Utilities Commission
 - Successor Agency to the Industry Urban-Development Agency
- 15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Amar Road Streetlight

Project: Installation from Aileron Avenue to Echelon Avenue Date: May 27, 2021

Contract Contract No.: CITY-1453

Contractor: Calpromax Engineering, Inc.

As a result of an inspection conducted on 05/06/2021 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by Contractor	MAX KAISANY Printed Name	 Signature	Project Manager Title	5/11/2021 Date
Recommended by Project Engineer	Dev Birla Printed Name	Dev D. Birla Signature	Project Engineer Title	5/10/2021 Date
Recommended by Project Inspector	Shaun Malganji Printed Name	Shaun Malganji Signature	Project Inspector Title	5/10/2021 Date
Recommended by Project Manager	Gerry Perez Printed Name	Gerardo Perez Signature	Construction Manager Title	5/10/2021 Date
Recommend by Public Agency	Joshua Nelson Printed Name	Joshua Nelson Signature	City Engineer Title	5/11/2021 Date
Approved by Public Agency	Troy Helling Printed Name	 Signature	City Manager Title	5-12-21 Date

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Upendra Joshi, Senior Project Manager, CNC Engineering

DATE: May 27, 2021

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Kleinfelder, Inc., for on-call geotechnical engineering services, amending the rate schedule

Background:

On April 8, 2021, the City Council approved a Professional Services Agreement ("Agreement") with Kleinfelder, Inc., in the amount of \$500,000.00 for on-call geotechnical services on future capital improvement projects. Kleinfelder provides existing pavement and subgrade evaluations, pavement section recommendations, recommendations for street rehabilitation and reconstruction, geotechnical observation and testing during construction, and construction materials observation and testing.

Discussion:

After the approval of the Agreement, it was discovered that the rate schedule was incomplete. Staff is recommending the City Council approve Amendment No. 1 to amend the rate schedule to include payment for services specific to materials laboratory testing services and materials testing equipment charges.

Fiscal Impact:

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

Recommendation:

Staff recommends that the City Council approve Amendment No. 1 to the Agreement with Kleinfelder.

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with Kleinfelder, Inc., dated May 27, 2021

TH/JN/UJ:jf

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with Kleinfelder, Inc. dated
May 27, 2021

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 27th day of May, 2021 (“Effective Date”), by and between the City of Industry, a California municipal corporation (“City”) and Kleinfelder, Inc., a California corporation (“Consultant”) (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about April 8, 2021, the Agreement was entered into and executed between the City and Consultant for on-call geotechnical engineering services; and

WHEREAS, the scope of services includes geotechnical observation and testing, and construction materials observation and testing, it is necessary to amend the rate schedule to include the rates for these services; and

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

AMENDMENT

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

Exhibit B, Rate Schedule

The Rate Schedule is hereby revised to include the rates set forth in Attachment 1, attached hereto, and incorporated herein by reference, said amended Rate Schedule shall be effective as of April 8, 2021.

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

(SIGNATURES ON THE FOLLOWING PAGE)

**“CITY”
CITY OF INDUSTRY**

**“CONSULTANT”
KLEINFELDER, INC.**

By: _____
Troy Helling, City Manager

By: _____
Mark Peabody, Los Angeles Area
Manager, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

**ATTACHMENT 1
EXHIBIT B**

Rate Schedule

The additional rates are as follows:

SOIL TESTS

SOIL DENSITY TESTS				
Test	Standard Test Method[†]	Fee		
Standard Proctor	D698, T99	\$	245	each
Modified Proctor	D1557, T180	\$	245	each
Proctor Check Point	T272	\$	140	each
Proctor Oversize Correction	D4718	\$	75	each
Treated Soil Proctor	D558	\$	320	each
Minimum and Maximum Relative Density	D4254, D4253	\$	425	each
Maximum Density by Vibratory Hammer	D7382	\$	550	each
Moisture/Density, TEX 113-E	TEX113-E	\$	275	each
Moisture/Density, TEX 114-E	TEX114-E	\$	275	each
California Impact, CT 216, Dry Method	CT216	\$	225	each
California Impact, CT 216, Wet Method	CT216	\$	225	each

SOIL CLASSIFICATION AND INDEX TESTS				
Test	Standard Test Method[†]	Fee		
Visual Classification	D2488	\$	30	each
Sieve Analysis, % Finer than 200 Sieve	D1140	\$	90	each
Sieve Analysis, Fine	D422, D6913, T88	\$	130	each
Sieve Analysis, Coarse	D422, D6913, T88	\$	130	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	\$	165	each
Hydrometer Analysis (<i>Requires a Sieve Analysis, not included</i>)	D422, D7928	\$	185	each
Water Content	D2216, D4363, T265	\$	25	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	45	each
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	120	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	185	each
Atterberg Limits, Liquid Limit Only	D4318, T90	\$	115	each
Soil Specific Gravity	D854, T100	\$	225	each
Soil Organic Content	D2974-C	\$	125	each
Fiber Content of Peat Soils	D1997	\$	270	each
Pinhole Dispersion Classification	D4647	\$	525	each
Soil pH	D4972, G51	\$	60	each
Double Hydrometer for Dispersive Soils	D4221	\$	275	each
Soil Resistivity	G187	\$	160	each
Chloride Content		\$	70	each
Sulfate Content		\$	60	each
Thermal Resistivity, Per Point	D5334, IEEE 422	\$	325	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	\$	950	each

SOIL BEARING PRESSURE TESTS				
Test	Standard Test Method[†]	Fee		
California Bearing Ratio, Single Point (<i>proctor not included</i>)	D1883, T193	\$	350	each
California Bearing Ratio, 3 Points (<i>proctor not included</i>)	D1883, T193	\$	650	each

SOIL BEARING PRESSURE TESTS (continued)				
Test	Standard Test Method[†]	Fee		
Resistance R-Value	D2844	\$	325	each
Resistance R-Value of Treated Material	D2844	\$	375	each
Rock Correction for R-Value	D2844	\$	85	each
Stabilized Soil UC Strength, 1 Point (<i>proctor not included</i>)	D1633, D5102	\$	175	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	\$	950	each
CT373, 1 Lime Content, w/o Opt. Moist.	CT373	\$	175	each
CT373, 1 Lime Content	CT373	\$	370	each
CT373, 3 Lime Contents	CT373	\$	1,100	each
Eades and Grim Test (Opt. Lime Content)	C977	\$	195	each
Resilient Modulus	T307	\$	475	each
CTB Strength, Individual Specimen		\$	185	each
CTB Strength, Set of 3, Without Design		\$	420	each
CTB Complete Mix Design		\$	6,500	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	Standard Test Method[†]	Fee		
Pocket Penetration Value		\$	30	each
Unconfined Compressive Strength	D2166, T208	\$	140	each
Direct Shear, 1 Point	D3080, T236	\$	150	each
Direct Shear, 3 Points	D3080, T236	\$	390	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	\$	250	each
Consolidation without Time Rate Plots	D2435-Modified	\$	345	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	\$	450	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$	630	each
Collapse Potential	D5333	\$	250	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	\$	300	each
One Dimensional Swell – Wetting After Loading	D4546-B	\$	175	each
One Dimensional Swell – Loading After Wetting	D4546-C	\$	475	each
Expansion Index	D4829	\$	195	each
Denver Swell Test		\$	125	each
Permeability, Rigid Wall	D2434	\$	450	each
Permeability, Flexible Wall	D5084-C	\$	390	each
Triaxial Compression, CU, 1 Point	D4767, T297	\$	500	each
Triaxial Compression, CU, 3 Points	D4767, T297	\$	1,350	each
Triaxial Compression, UU, 1 Point	D2850, T296	\$	210	each
Triaxial Compression, UU, 3 Points	D2850, T296	\$	630	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	\$	300	each
Triaxial Test, TEX117E, Part I	TEX117E	\$	1,950	each
Triaxial Test, TEX117E, Part II	TEX117E	\$	1,950	each

AGGREGATE TESTS

Test	Standard Test Method[†]	Fee		
Acid Solubility		\$	185	each
ASR Reactivity, Long Method	C227, C1293	\$	1,850	each
ASR Reactivity, Short Method	C1260, C1567	\$	950	each
Cleanliness Value	CT227	\$	165	each

Clay Lumps and Friable Particles, per size <i>*(see note below)</i>	C142, T112	\$	105	each
Coarse Specific Gravity & Absorption	C127, T85	\$	85	each
Fine Specific Gravity & Absorption	C128, T84	\$	145	each
Coarse Durability	D3744, T210	\$	150	each
Fine Durability	D3744, T210	\$	150	each
Flat and Elongated Particles, per size <i>*(see note below)</i>	D4791	\$	95	each
Fractured Faces, per size <i>*(see note below)</i>	D5821, T335	\$	105	each
Lightweight Pieces <i>(Per specific gravity of heavy liquid)</i>	C123, T113	\$	330	each
Los Angeles Abrasion, Large Aggregate	C535	\$	200	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$	200	each
Mortar Sand Strength	C87, CT515	\$	650	each
Organic Impurities	C40, T21	\$	75	each
Sand Equivalent, 1 point	D2419, T176	\$	100	each
Sand Equivalent, 3 points	D2419, T176	\$	150	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	\$	90	each
Sieve Analysis, Fine	C136, T27	\$	130	each
Sieve Analysis, Coarse	C136, T27	\$	130	each
Sieve Analysis, Coarse and Fine	C136, T27	\$	165	each
Soundness of Aggregate, per size <i>*(see note below)</i>	C88, T104	\$	150	each
Unit Weight	C29, T19	\$	65	each
Water Content	D2216, C566, T255	\$	25	each
Texas Wet Ball Mill	TEX116E	\$	300	each
Decantation Wash	TEX406A	\$	90	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	\$	140	each

**Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.*

FILTER MEDIA TESTS

Test	Standard Test Method[†]	Fee		
Filter Media, Sieve Analysis <i>(includes d10, d60, es, cu)</i>	AWWA B100	\$	185	each
Filter Media, Mohs Hardness	AWWA B100	\$	185	each
Filter Media, Percent Silica		\$	200	each
Acid Solubility	AWWA B100	\$	185	each

CONCRETE TESTS

Test	Standard Test Method[†]	Fee		
Concrete Compression	C39	\$	32	each
Concrete Core Compression	C42	\$	85	each
Concrete Flexural Strength	C78	\$	105	each
Hydraulic Cement Mortar Compression	C109 (field cast)	\$	32	each
Concrete Drying Shrinkage, set of 3	C157	\$	510	Each
Concrete Core Thickness	C174	\$	45	each
Concrete Laboratory Trial Batch*	C192	\$	1,350	each
Concrete Time of Set by Penetration Resistance	C403, C191	\$	2,400	each
Concrete Modulus of Elasticity	C469	\$	350	each
Concrete Splitting Tensile Strength	C496	\$	105	each
Concrete Absorption	C497, C642	\$	160	each
Concrete Cylinder Unit Weight	C567	\$	160	each
Non-Shrink Grout Compression	C1107, C579	\$	32	each
Shotcrete Compression	C1140, C1604	\$	85	each
Concrete Chloride Ion Penetration	C1202	\$	750	each
Concrete Paving Slab Modulus of Rupture	C1782	\$	750	each

Concrete Direct Tensile	D2936, CRD C164	\$	500	each
CLSM Compression	D4832	\$	45	each
<i>*Includes 6 cylinders (4x8 or 6x12) or 6 flex beams, additional cylinders, beams, or shrinkage prisms charged at individual unit rates</i>				

ROLLER COMPACTED CONCRETE TESTS

Test	Standard Test Method[†]	Fee		
RCC Compression	C1435/C39	\$	65	each
RCC Air Content	C1849	\$	50	each
RCC Unit Weight	C1849	\$	50	each
RCC Consistency and Density (VeBe)	C1170	\$	1,600	each
RCC Accelerated Cure	C1768 - modified	\$	750	each
RCC Trial Batch	ACI 211.1	\$	4,800	each
RCC Aggregate Mixing	ACI 211.1	\$	2,000	each

MASONRY TESTS

Test	Standard Test Method[†]	Fee		
Masonry Grout Compression	C1019, C942	\$	32	each
Masonry Mortar Compression	C270, C780	\$	32	each
Masonry Core Compression and Shear	CA DSA	\$	170	each
Masonry Prism Compression	C1314	\$	125	each
CMU Absorption and Received Moisture	C140	\$	100	each
CMU Compression	C140	\$	105	each
CMU Dimension Verification	C140	\$	45	each
CMU Lineal Shrinkage	C426	\$	250	each
CMU/Seg. Retaining Wall Unit Freeze-Thaw	C1262	\$	1,750	each

ROCK TESTS

Test	Standard Test Method[†]	Fee		
Rock Sample Preparation	D4543	\$	100	each
Rock Direct Shear, 1 Point	D5607	\$	350	each
Rock Mohs Hardness	IRSM	\$	45	each
Rock Point Load Index, per Point*	D5731	\$	55	each
Rock Slake Durability	D4644	\$	200	each
Rock Splitting Tensile/Brazilian, per Point*	D3967	\$	100	each
Rock Direct Tensile	D2936	\$	250	each
Rock Triaxial Compression	D7012-A	\$	420	each
Rock Triaxial Compression w/Modulus of Rupture	D7012-B	\$	560	each
Rock Unconfined Compression	D7012-C	\$	250	each
Rock Unconfined Compression w/Modulus of Rupture	D7012-D	\$	500	each

Above testing fees include routine sample preparation (end grinding) and sample photographs

**Point load and splitting tensile test fees are per break, not per set of 10.*

ASPHALT TESTS

BINDER TESTS				
Test	Standard Test Method[†]	Fee		
Absolute Viscosity	D2171	\$	220	each
Bitumen Penetration	D5	\$	85	each
Kinematic Viscosity	D2170	\$	200	each
Recovery by Roto-Vapor	D5404	\$	365	each

Softening Point, Ring & Ball	D36	\$	105	each
Bitumen Recovery by Abson Method	D5404	\$	375	each
Ductility of Bitumen	D113	\$	130	each
Resilience of AR Binders	D5329	\$	80	each

EMULSION TESTS				
Test	Standard Test Method†	Fee		
Emulsion Elastic Recovery	D6084, T301	\$	260	each
Emulsion Settlement	D6930, T59	\$	235	each
Emulsion Sieve Test	D6933, T59	\$	105	each
Emulsion Storage Stability	D6930, T59	\$	185	each
Emulsion Torsional Recovery	CT332	\$	160	each
Particle Charge	D7402, T59	\$	105	each
Residue by Evaporation	D6934, T59	\$	115	each
Saybolt Viscosity	D7946, T59	\$	160	each

ASPHALT TESTS (continued)

MIX PROPERTY TESTS				
Test	Standard Test Method†	Fee		
Air Voids Determination (<i>calculation only</i>)	D3203, AI-MS-2	\$	60	each
VMA Determination (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	55	each
VFA Determination (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	55	each
Volumetric Properties (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	55	each
AC Moisture Content	T329	\$	60	each
Gradation of Extracted Aggregate	D5444	\$	125	each
AC Content by Extraction	D2172	\$	220	each
AC Content by Ignition Oven	D6307, T308	\$	160	each
AC Ignition Oven Calibration (<i>determination of mix correction</i>)	D6307	\$	350	each
Hveem Stability	D1560	\$	350	each
Hveem Stability without Compaction	D1560	\$	185	each
Marshall Stability and Flow (<i>does not include compaction</i>)	D6927	\$	175	each
AC Swell	CT305	\$	500	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	350	each

DESIGN AND DENSITY TESTS				
Test	Standard Test Method†	Fee		
AC Core Thickness	D3549	\$	15	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	55	each
Unit Weight, Gyrotory Method	T312	\$	325	each
Unit Weight, Hveem Method	D1561	\$	310	each
Unit Weight, Marshall Method	D6926	\$	225	each
Maximum Theoretical Specific Gravity	D2041	\$	165	each
Moisture Induced Damage	T283	\$	1,470	each
Moisture Vapor Susceptibility	CT307	\$	600	each
Hamburg Wheel Track, Set of 2	T324	\$	1,100	each
Index of Retained Strength	D1075	\$	1,250	each
Indirect Tensile Strength (<i>does not include compaction</i>)	D6931	\$	1,050	set/3
Indirect Tensile Strength of Cored Specimen	D6931	\$	350	each
Caltrans Tensile Strength Ratio	CT371	\$	2,000	each
Caltrans Opt Bitumen Content OGFC	CT368	\$	1,850	each
Centrifuge Kerosene Equivalent	CT303	\$	300	each
Film Stripping	CT302	\$	150	each

Mix Design, Hveem Method w/RAP	CT367	\$	7,800	each
Mix Design, Hveem Method	CT367	\$	6,000	each
Mix Design, Marshall Method	AI-MS-2	\$	3,250	each
Mix Design, Superpave Method	AI-MS-2	\$	7,500	each

METAL TESTS

BOLT TESTS				
Test	Standard Test Method†	Fee		
Bolt Assembly Suite (Bolt, Nut, Washer) *	F606	\$	225	each
Bolt Hardness	E18	\$	30	each
Bolt Proof Load	F606	\$	45	each
Bolt Wedge Tensile	F606	\$	45	each
Nut Hardness	E18	\$	30	each
Nut Proof Load	F606	\$	45	each
Washer Hardness	E18	\$	30	each

**An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.*

REINFORCING BAR TESTS				
Test	Standard Test Method†	Fee		
Bend	A370, E290	\$	45	each
Rebar Tensile, up to No. 11	A370, E8	\$	95	each
Rebar Tensile, No. 14 and No. 18	A370, E8	\$	200	each
Rebar Coupler Slip	A370, A1034, CT670	\$	150	each
Rebar Coupler Tensile, up to No. 11	A370, A1034, CT670	\$	90	each
Rebar Coupler Tensile, No. 14 and No. 18	A370, A1034, CT670	\$	200	each
CT670 Strain (Elongation)	CT670	\$	20	each
Headed Rebar Tensile, up to No. 11	A370, A970	\$	90	each
Headed Rebar Tensile, No. 14 and No. 18	A370, A970	\$	200	each
Modulus of Elasticity*	A370	\$	125	Each
Epoxy Coating Thickness	A775, A934	\$	100	each
Epoxy Coating Continuity – Holiday Test	A775, A934	\$	100	each
Epoxy Flexibility - Bending	A775, A934	\$	75	each

**In addition to the testing fee.*

METAL TESTS				
Test	Standard Test Method†	Fee		
PT Strand Tensile	A370, A1061	\$	165	each
Anchor Bolt Tensile, up to 1.5" dia.	F1554	\$	150	each
Anchor Bolt Tensile, greater than 1.5" dia.	F1554	\$	250	each
Reduced Section Tensile*	A370	\$	125	each
Rockwell Hardness	E18	\$	30	each
Macroetch	E381	\$	250	each
Charpy Impact, Set of 3 **	A370, A673	\$	375	each
Galvanization Thickness	B499, E376	\$	25	each
Fireproofing Density	E605	\$	75	each

**Machining test specimens is not included. Additional fees for stress-strain diagram.*

***Machining test specimens is not included. Additional fees will be assessed for testing at temperatures other than 40°F.*

DIMENSION STONE AND ROOFING MATERIAL TESTS

DIMENSION STONE				
Test	Standard Test Method†	Fee		
Dimension Stone, Absorption/Specific Gravity	C97	\$	220	set/5
Dimension Stone, Compressive Strength	C170	\$	220	set/5
Dimension Stone, Flexural Strength	C880	\$	220	set/5
Dimension Stone, Modulus of Rupture	C99	\$	220	set/5

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS				
Test	Standard Test Method†	Fee		
Hydraulic Ram Verification	E4	\$	315	each
Tensile and Elastic Modulus Polymer Composite Materials	D3039	\$	650	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	Standard Test Method†	Fee		
Rock Sample Preparation	D4543	\$	100	each
Sample Crushing		\$	150	each
Sample Cutting and Trimming		\$	35	each
Sample Mixing and Processing		\$	105	each
Sample Preparation		\$	55	each
Sample Preparation, per hour		\$	105	each
Sample Remolding		\$	80	each
Contamination Fee		\$	250	each
Sample Disposal Fee		\$	10	each

EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT			
Equipment	Invoice Name	Test Method†	Price
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		\$150.00 / day
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	\$20.00 /day
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	\$55.00 / day
Concrete Vapor Emission Test Kit	MOIST FLOOR/SLAB TST	F1869	\$30.00 / kit
Coring Machine	CORING MACHINE /DAY		\$85.00 /day
Coring Machine with Generator	CORING MCH W/GEN DAY		\$165.00 / day
Cylinder Mold	CYLINDER MOLDS		\$3.00 each
Diamond Bit Core Barrel Charge			
3" Diameter	CORING, 3" DIAM./IN		\$3.30 / inch
4" Diameter	CORING, 4" DIAM./IN		\$4.40 / inch
6" Diameter	CORING, 6" DIAM./IN		\$6.60 / inch
Digital Thickness Gauge	THICKNESS GAUGE /DAY		\$50.00 /day
Equipment Transport Fee	EQUIPMENT TRANSPORT		\$50.00 /day
FerroScan Equipment	FERROSCAN EQUIPMENT		\$275.00 /day
Floor Flatness Testing Device (Per Sq Ft)	FLOOR FLATNESS /SF	E1155	\$0.10 /sq ft
Floor Flatness Testing Device (Per Test)	FLOOR FLATNESS TST	E1155	\$150.00 / day
Hand Auger and Soil Sampler	HAND AUGER/DAY		\$75.00 /day

MATERIALS TESTING EQUIPMENT			
Equipment	Invoice Name	Test Method†	Price
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS B1.1	\$45.00 /day
Skidmore Bolt Tension Calibrator	SKID WILH BOLT/DAY	A325, A490	\$55.00 / day
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325, A490	\$50.00 / day
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS B1.1	\$75.00 /day

†Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**EXHIBIT A TO AMENDMENT NO. 1:
PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC. (DATED
APRIL 8, 2021)**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 8, 2021 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Kleinfelder, 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 April 7, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

City 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 Five Hundred Thousand Dollars (\$500,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30)

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

(c) 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 contributions to any retirement and/or pension plan, 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 subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

15. NOTICES

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

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

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

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Consultant: Kleinfelder, Inc.
2280 Market Street, Suite 300
Riverside, CA 92501
Attention: Mark Peabody, Los Angeles Area
Manager, Vice President

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California.

If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
Kleinfelder, Inc.

By: _____
Troy Helling, City Manager

By: _____
Mark Peabody, Los Angeles Area
Manager, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following geotechnical engineering services, as requested by the City:

- Site Investigation
- Dam/Reservoir Design
- Earthquake Engineering
- Levee Design
- Seepage Analysis
- Excavation Stability
- Seismicity
- Geology
- Dam/Reservoir Safety
- Earth Slopes & Embankments
- Surface Water Issues
- Fault Studies
- Geophysics
- Engineering Geology
- Foundation Engineering
- Retaining & Buried Structures
- Groundwater Issues
- Hydrogeology
- Soil/Ground Improvement
- Pavement Engineering
- Infiltration Evaluation
- Geotechnical Observation and Testing
- Construction Materials Observation and Testing

EXHIBIT B
RATE SCHEDULE

<u>Classification:</u>	<u>Rate:</u>
Professional (Geologist).....	\$125/ hour
Staff Professional	\$150/ hour
Project Professional	\$170/ hour
Senior Professional	\$185/ hour
Principal Professional	\$225/ hour
Project Manager	\$185/ hour
Senior Project Manager.....	\$225/ hour
Designer/Drafter	\$115/ hour
Senior Designer/Drafter.....	\$125/ hour
Project Controls Professional	\$115/ hour

TECHNICAL STAFF RATES

Technician - Prevailing Wage	\$124*/ hour
Technician – Non-Prevailing Wage	\$94/ hour

ADMINISTRATIVE STAFF RATES

Administrator	\$85/ hour
Project Administrator	\$120/ hour

*Denotes Prevailing Wage Technician Rate per the California DIR. We will increase our technician rate accordingly based on increases in the DIR rate.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *BH*

DATE: May 27, 2021

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with MuniEnvironmental, LLC, for Environmental and Recycling Consulting Services, extending the term through March 21, 2022, revising the scope of services, increasing compensation to \$333,300.00 amending the indemnity provisions, and the contact information for the City Attorney's office

Background:

On March 22, 2018, the City Council approved a Professional Services Agreement ("Agreement") with MuniEnvironmental, LLC, for environmental and recycling consulting services, in an amount not to exceed \$1,000,000.00, from March 22, 2018 through March 21, 2021. The Agreement allows the City to grant two (2) one (1) year extensions.

The services currently provided by MuniEnvironmental include the following: assisting with AB 939 (California Integrated Waste Management Act of 1989) compliance, SB 1374 (mandatory construction diversion programming of 2002) compliance, California Green Building Code (2010 and forward) compliance, AB 341 (mandatory commercial recycling act) compliance, and AB 1826 (mandatory organics waste recycling) compliance, and assisting the City in developing/maintaining an accurate Use Permit database.

Discussion:

As presented to the City Council on January 14, 2021, the State of California has added significant legislation to reduce waste and increase recycling. The proposed Amendment No. 1 will allow MuniEnvironmental to continue regular reporting and compliance services, assist staff with SB 1383 (mandatory organics waste recycling outreach and enforcement) compliance by assisting with an organics waste ordinance, completing an organics recycling facility study, and preparing an amended franchise agreement.

The Agreement's initial three-year term was for \$1,000,000, or about \$333,300 per year. The proposed amendment extends the term for one year to March 21, 2022, at a cost of

\$333,300.00. The amendment also revises the Scope of Services to remove stormwater monitoring tasks and add organics recycling and infrastructure and franchise agreement preparation services, revises the rate schedule, updates the address for the City Attorney's office, and includes indemnity language specific to independent contractors. The rate schedule was revised to remove the "Site Inspector" position to coincide with the removal of stormwater monitoring tasks and hourly rate were adjusted.

Table 1 – Summary of Consultant Costs

	Contract Amount
Professional Services Agreement	\$1,000,000
Amendment No. 1 (proposed)	\$333,300
Total	\$1,333,300

Fiscal Impact:

Appropriate \$333,300 from General Fund – Commercial Recycling & Waste Management Programs – Professional Services (Account No. 100-624-5120.01) for Amendment No. 1 with MuniEnvironmental.

Recommendation:

- 1.) Staff recommends that the City Council approve Amendment No. 1 to the Professional Services Agreement with MuniEnvironmental, LLC; and
- 2.) Appropriate \$333,300 to General Fund – Commercial Recycling & Waste Management Programs – Professional Services (Account No. 100-624-5120.01).

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with MuniEnvironmental, LLC, dated May 27, 2021

TH/BH:kt

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with
MuniEnvironmental, LLC, dated May 27, 2021

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
MUNIENVIRONMENTAL, LLC**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 27th day of May, 2021 (“Effective Date”), by and between the City of Industry, a California municipal corporation (“City”) and MuniEnvironmental, LLC, a California limited liability company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about March 22, 2018, the Agreement was entered into and executed between the City and Consultant to provide professional environmental and recycling consulting services; and

WHEREAS, the Parties desire to amend the Agreement to extend the term to March 21, 2022, update the scope of services to remove stormwater monitoring tasks and add organics recycling and infrastructure services, revise the Rate Schedule, increase the compensation by \$333,300.00, include indemnity language specific to independent contractors, and amend the address for providing notices to the City Attorney’s office; and

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

AMENDMENT

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

Section 1. TERM

Section 1 is hereby amended to read in its entirety as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 21, 2022, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City may grant one (1), one (1) year extension.

Section 4. PAYMENT

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

(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 Million Three Hundred Thirty-three Thousand Three Hundred Dollars (\$1,333,300.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Section 9. INDEPENDENT CONSULTANT

Section 9(c) is hereby added in its entirety to read as follows:

(c) 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 contributions to any retirement and/or pension plan, 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 subconsultants of Consultant, service as an independent contractor. The provisions of this Section 9 (c) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 9(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

Section 11. NOTICES

The address for James M. Casso is hereby revised to read in its entirety as follows:

James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

EXHIBIT A SCOPE OF SERVICES

The Scope of Services is hereby rescinded in its entirety and replaced with the information set forth in Attachment 1, attached hereto and incorporated herein by reference.

EXHIBIT B RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with the

information set forth in Attachment 2, attached hereto and incorporated herein by reference.

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

“CITY”
City of Industry

“CONSULTANT”
MuniEnvironmental, LLC

By: _____
Cory C. Moss, Mayor

By: _____
Jeff Duhamel, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

Attachment 1
EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide aspects of environmental and recycling consulting services as directed by City staff, which include, but is not limited to:

Task 1: Assist the City in solid waste reporting documents

- A. Provide assistance to identify current best practices in solid waste reporting and regulations in terms of solid waste franchises;
- B. Develop reporting processes for the City to remain in compliance with CalRecycle;
- C. Assist City staff in the update of Municipal Code definitions for waste types and enforcement mechanisms for haulers, residents, or business owners who fail to abide by CalRecycle and City regulations; and
- D. Propose alternate system(s) for solid waste recycling that could be considered for implementation to meet required State and county standards.

Task 2: Assist in the collection of data from solid waste franchise operator and recyclers

- A. Collect monthly tonnage and account information from current franchisees for 2016 and 2017 and complete reports necessary for State compliance.

Task 3: Analyze Community Development Department Practices for Compliance with Green Building Code

- A. Review the City's Development Services Department's practices for quantifying construction and demolition waste; and
- B. If necessary, propose a reporting structure that will meet CalRecycle and Green Building Code regulations.

Task 4: Assist with City's Interaction with CalRecycle

- A. Assist in the preparation of CalRecycle reports including the Electronic Annual Report (EAR report); and
- B. Participate in conference calls and annual tours with CalRecycle as scheduled.

Task 5: Community and Business Outreach

- A. Perform community and business outreach on mandatory commercial and organics recycling, to include field work, site visits, and customer assistance; and
- B. Resolve conflicts between franchisees and customers as related to City and State solid waste regulations.

Task 6: Miscellaneous Optional Tasks

- A. If requested, examine and provide recommendations for commercial waste collection from City facilities, City lease properties, or special business area waste removal funded by the City.
- B. If requested, provide technical support for the City in administration of the residential solid waste collection agreements.
- C. If requested, assist with data collection franchise operator and recyclers.

Task 7: Organics Recycling & Infrastructure

- A. If requested, assist the City in identifying potential sites to expand the region's organics infrastructure; and
- B. Assist the City in the evaluation of certain recycling technologies; and
- C. Work with the City in educating regional partners on matters related to organics.
- D. Assist with the drafting of an organics waste ordinance.

Task 8: Salvage Permit Program Tasks

- A. If requested, review and examine that all City recyclers have a Recycling Permit, report activities on a monthly basis and document all recycler and generator activities.

Task 9: Franchise Agreement

- A. Prepare, review, and advise staff regarding a franchise agreement.

Attachment 2

EXHIBIT B

RATE SCHEDULE

	Hourly Rate
Principal	\$195.00
Senior Consultant	\$165.00
Staff Consultant	\$150.00
Administration	\$65.00

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

CITY COUNCIL

ITEM NO. 7.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council
FROM: Troy Helling, City Manager TH
STAFF: Sam Pedroza, Public Affairs Manager SP
DATE: May 27, 2021
SUBJECT: Consideration of Resolution No. CC 2021-20, approving a donation to Hand in Paw in the amount of \$3,000.00

Background:

Hand in Paw is a non-profit organization that provides pet adoption services to the community. It prides itself in giving a joyful experience for those looking to adopt a dog or cat, by having them spayed/neutered, fully vaccinated, micro-chipped, and groomed. Hand in Paw rescues dogs and cats that have been neglected and trains them to be rehomed. The organization also focus on educating the community about the crisis of overpopulation, irresponsible breeding, puppy mills, neglect and abuse, and the importance of spay and neutering.

Discussion:

Hand in Paw contacted the City for a donation to continue providing its adoption services in the surrounding communities. The donation of \$3,000.00, along with other sponsor donations will help Hand in Paw continue its animal rescue efforts. The City's donation serves a public purpose by providing the resources needed to operate the adoption center, as adopting from a no-kill shelter provides these animals with a well-deserved second chance to be in loving homes.

Fiscal Impact:

In the Fiscal Year 2020/2021 budget, \$486,300.00 was approved for Community Promotions and Economic Development. The amount remaining in this fund is \$75,988.88. No appropriations are required at this time (Account No. 100-621-5601).

Recommendation:

- 1) Staff recommends that the City Council adopt Resolution No. CC 2021-20 approving a donation of \$3,000.00 to Hand in Paw.

Exhibit:

- A. Resolution No. CC 2021-20
-

TH/SP:yp

EXHIBIT A

Resolution No. CC 2021-20

[Attached]

RESOLUTION NO. CC 2021-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY, CALIFORNIA APPROVING A DONATION TO HAND IN
PAW IN THE AMOUNT OF THREE THOUSAND DOLLARS
(\$3,000.00) FOR PET ADOPTION SERVICES**

RECITALS

WHEREAS, Hand in Paw is a non-profit organization that provides pet adoption services to the community. Hand in Paw rescues animals that have been neglected and trains them to be rehomed. The organization also focuses on educating the community about the crisis of overpopulation, irresponsible breeding, puppy mills, neglect and abuse, and the importance of spay and neutering; and

WHEREAS, Hand in Paw requested a donation from the City to assist with funding for the services it provides to the animals it rescues. The donation of \$3,000, along with other sponsor donations will help Hand in Paw continue rescuing animals, so that they can be adopted; and

WHEREAS, the City's donation serves a public purpose in that Hand in Paw rescues, rehabilitates, and re-homes the animals that it rescue. The City's donation will allow Hand in Paw to provide these services to the animals it rescues; 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 FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

SECTION 1: The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2: The City's donation serves a public purpose in that Hand in Paw rescues, rehabilitates, and re-homes the animals that it rescues so they can be adopted. The City's donation will allow Hand in Paw to provide these services to the animals it rescues.

SECTION 3: The City Council approves a donation to Hand in Paw in the amount of Three Thousand Dollars (\$3,000.00).

SECTION 4: The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

SECTION 5: 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 as 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 6: 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 May 27, 2021, by the following vote:

- AYES: COUNCIL MEMBERS:
- NOES: COUNCIL MEMBERS:
- ABSTAIN: COUNCIL MEMBERS:
- ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 7.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council
FROM: Troy Helling, City Manager *TH*
STAFF: Sam Pedroza, Public Affairs Manager *SP*
DATE: May 27, 2021
SUBJECT: Consideration of Resolution No. CC 2021-21 approving a donation to FAR Side Journey Incorporated in the amount of \$3,000.00.00

Background:

FAR Side Journey is a non-profit organization that creates a foster, adoption, and rescue network so that no owner-relinquished or stray animal will be held in a municipal shelter awaiting adoption or potential euthanasia due to overcrowded conditions. Its vision is to see the day that municipal animal shelters no longer have to euthanize any adoptable animals. The organization works with the community to help the animals and to provide programs and services to enhance the bond between people and their pets.

Discussion:

FAR Side Journey contacted the City for a donation so that it can provide its animal rescue services to the community. The donation of \$3,000.00, along with other sponsor donations, will help FAR Side Journey continue its animal rescue efforts. The City's donation serves a public purpose by providing the resources needed for these rescue efforts.

Fiscal Impact:

In the Fiscal Year 2020/2021 budget, \$486,300.00 was approved for Community Promotions and Economic Development. The amount remaining in this fund is \$75,988.88. No appropriations are required at this time (Account No. 100-621-5601).

Recommendation:

- 1) Staff recommends that the City Council adopt Resolution No. CC 2021-21 approving a donation of \$3,000.00 to FAR Side Journey.

Exhibit:

- A. Resolution No. CC 2021-21
-

TH/SP:yp

EXHIBIT A

Resolution No. CC 2021-21

[Attached]

RESOLUTION NO. CC 2021-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO FAR SIDE JOURNEY INCORPORATED, IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FOR ANIMAL RESCUE SERVICES

RECITALS

WHEREAS, FAR Side Journey is a non-profit organization that creates a foster, adoption, and rescue network so that no owner-relinquished or stray animal has to be held in a municipal shelter awaiting adoption or potential euthanasia due to overcrowded conditions; and

WHEREAS, its goal is to prevent animals from being euthanized and to become adoptable animals. The organization works with the community to help the animals and to provide programs and services to enhance the bond between people and their pets. FAR Side Journey also assists with the fostering of animals with special needs, and programs that contribute to the well-being of animals being housed in municipal shelters, such as enrichment activities and grooming; and

WHEREAS, FAR Side Journey requested a donation from the City to assist with funding for the services they provide to the animals they rescue. The donation of \$3,000.00, along with other sponsor donations will help FAR Side Journey to continue rescuing animals, so that they can be adopted; and

WHEREAS, the City's donation serves a public purpose in that FAR Side Journey rescues, rehabilitates, and re-homes the animals that they rescue. The City's donation will allow FAR Side Journey to continue provide these services to the animals they rescue; 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 FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1: The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2: The City's donation serves a public purpose in that FAR Side Journey rescues, rehabilitates, and re-homes the animals that they rescue so that they can be adopted. The City's donation will allow FAR Side Journey to provide these services to the animals they rescue.

SECTION 3: The City Council approves a donation to FAR Side Journey in the amount of Three Thousand Dollars (\$3,000.00).

SECTION 4: The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

SECTION 5: 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 6: 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 May 27, 2021, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 7.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
James Cramsie, Director of Engineering, CNC Engineering

DATE: May 27, 2021

SUBJECT: Consideration of award of the Resurfacing of Valley Boulevard from Azusa Way to 650 feet East of Hambleton Avenue, to R.J. Noble Company, in an amount not to exceed \$1,539,740.65, and adopt a Notice of Exemption regarding same (Contract No. CITY-1463)

Background:

On January 14, 2021, the City Council authorized solicitation of public bids for Resurfacing Valley Boulevard from Azusa Way to 650 feet East of Hambleton Avenue, with an estimated cost of \$1,966,000.00. The work will occur along approximately 3,370 feet of Valley Boulevard beginning at the intersection of Azusa Way to 650 feet east of Hambleton Avenue. The scope of work includes the removal of existing asphalt, concrete pavement, and aggregate base about three inches deep, and constructing new asphalt concrete pavement. The work also includes curb and gutter repair, sidewalk and driveway repairs, curb ramp modifications, guard rail installation, and signing and striping.

On March 23, 2021, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 481 vendors. The bid was viewed by 44 prospective bidders. The appropriate trade journals were notified on March 23, 2021. The bid was advertised on March 26, 2021 and April 2, 2021 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until April 16, 2021 at 5:00 p.m. in the City's Planetbids™ vendor portal.

City Staff has determined that this project is subject to review under the California Environmental Quality Act ("CEQA"), however, it falls within the "Categorical Exemption, Section 15301 Class 1, minor alteration of existing public facilities". As set forth above, the project involves the resurfacing of an existing City street, and pursuant to Section 15301 of the CEQA Guidelines, the repair, maintenance, or minor alteration of existing City streets is exempt, as long as there is no expansion (or only negligible expansion) of the use. Here, Staff is proposing to resurface an existing street that involves the removal of existing asphalt, concrete pavement, and aggregate base about three inches deep and constructing new asphalt concrete pavement. The work also includes curb and gutter repair, sidewalk and driveway repairs, curb ramp modifications, guard rail installation, and

signing and striping. The project involves no expansion of an existing use and does not increase capacity.

Discussion:

The bid process closed on May 4, 2021. Eight (8) bids were received. The review of bids has found that R.J. Noble Company, has submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project. Below is a table of all bidders and their prices, showing that R.J. Noble Company is the lowest bidder.

Bidder	Bid Price
R.J. Noble Company	\$1,539,740.65
All American Asphalt	\$1,565,382.40
Sequel Contractors, Inc.	\$1,583,120.75
Vance Corporation	\$1,619,925.50
Sully-Miller Contracting Company	\$1,687,000.00
Gentry Brothers, Inc.	\$1,720,498.50
Hardy & Harper, Inc.	\$1,750,000.00
PALP	\$2,038,834.40

Fiscal Impact:

The fiscal impact for the project is \$1,539,740.65. In the Fiscal Year 2020/2021 Capital Improvement Project budget, \$2,200,000.00 was approved for this project (Account No. 120-702-5205) (MP 11-13), no appropriations are required. A contingency of potential change orders up to ten percent of the contract is being requested in the amount of \$153,974.00.

Recommendations:

- 1) City Staff recommends that the City Council consider the results of the Resurfacing Valley Boulevard from Azusa Way to 650 feet East of Hambledon Avenue bid and award the bid to R.J. Noble Company, and adopt the Notice of Exemption regarding same, and direct Staff to file as required by law; and
- 2) Authorize the City Manager and the City Engineer to approve change orders up to ten percent of the contract amount

Exhibits:

- A. Bid Results
- B. Bid Schedule Packet (Page A-12 and Pages C-4R through C-11)
- C. Contractor's State of California and Department of Industrial relations License Detail
- D. Notice of Exemption

EXHIBIT A

Bid Results

[Attached]

City of Industry
 Bid Results for Project Resurfacing Valley Blvd from Asuza Way to 650' East of
 Issued on 03/23/2021
 Bid Due on May 04, 2021 10:00 AM (PDT)
 Exported on 05/04/2021

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	R.J. Noble Company	All American Asphalt	Sequel Contractors, Inc.	Vance Corporation	SULLY-MILLER CONTRACTING COMPANY	Gentry Brothers, Inc.	Hardy & Harper, Inc	PALP
1	Mobilization	LS	1	\$55,000.00	\$75,000.00	\$55,000.00	\$50,000.00	\$144,895.00	\$80,000.00	\$54,659.25	\$195,000.00
2	Clearing and Grubbing	LS	1	\$20,000.00	\$15,000.00	\$20,000.00	\$10,000.00	\$60,000.00	\$66,748.45	\$10,000.00	\$8,000.00
3	Traffic Control	LS	1	\$15,000.00	\$73,000.00	\$83,000.00	\$80,000.00	\$85,000.00	\$200,000.00	\$75,000.00	\$80,000.00
4	Cold mill 3" AC pavement	SY	30400	\$106,400.00	\$118,560.00	\$106,400.00	\$121,600.00	\$110,960.00	\$133,760.00	\$121,600.00	\$100,928.00
5	Unclassified excavation (export)	CY	330	\$11,550.00	\$29,700.00	\$13,200.00	\$11,925.50	\$17,820.00	\$13,200.00	\$42,900.00	\$20,130.00
6	Remove & Reconstruct Sidewalk	SF	390	\$4,680.00	\$6,240.00	\$4,680.00	\$5,031.00	\$5,070.00	\$3,510.00	\$5,850.00	\$7,410.00
7	Remove & Reconstruct Curb and Gutter	LF	40	\$3,280.00	\$4,200.00	\$2,600.00	\$4,040.00	\$2,760.00	\$2,400.00	\$3,200.00	\$8,000.00
8	Remove Driveway and Reconstruct Sidewalk	SF	240	\$3,600.00	\$4,080.00	\$2,880.00	\$4,800.00	\$3,120.00	\$2,160.00	\$3,600.00	\$5,040.00
9	Remove and Reconstruct Driveway	SF	480	\$7,200.00	\$13,440.00	\$7,200.00	\$12,000.00	\$7,200.00	\$4,320.00	\$12,480.00	\$13,920.00
10	Sawcut & Remove Existing AC Base Course and Base	SF	74184	\$174,332.40	\$155,786.40	\$185,460.00	\$114,985.20	\$148,368.00	\$126,112.80	\$222,552.00	\$452,522.40
11	Construct AC pavement (C2-PG 64-10)	TONS	6900	\$531,300.00	\$476,100.00	\$427,800.00	\$497,835.00	\$534,750.00	\$483,000.00	\$545,100.00	\$565,800.00
12	Construct DGAC pavement	TONS	1710	\$131,670.00	\$141,930.00	\$171,000.00	\$137,484.00	\$153,900.00	\$119,700.00	\$135,090.00	\$145,350.00
13	9" Crushed Aggregate Base	CY	2061	\$68,013.00	\$61,830.00	\$74,196.00	\$112,118.40	\$76,257.00	\$98,928.00	\$123,660.00	\$74,196.00
14	Install Tensar TX7 Geogrid	SY	8243	\$55,640.25	\$57,701.00	\$68,004.75	\$56,052.40	\$41,215.00	\$49,458.00	\$51,518.75	\$49,458.00
15	Install SAMI - Interlayer	SY	30400	\$205,200.00	\$197,600.00	\$212,800.00	\$235,600.00	\$167,200.00	\$243,200.00	\$200,640.00	\$197,600.00
16	Remove and Construct Pedestrian Ramp per City Standard Plan No. 116	EA	4	\$42,000.00	\$30,000.00	\$18,000.00	\$40,000.00	\$18,000.00	\$16,000.00	\$30,000.00	\$20,000.00
17	Remove and Construct Curb Ramp per SPPWC Standard Plan 111-5, Case A Type 1	EA	1	\$10,500.00	\$7,500.00	\$4,000.00	\$6,900.00	\$4,500.00	\$4,000.00	\$7,500.00	\$4,000.00
18	Install Detectable Warning Surface per Caltrans AB8A	EA	6	\$3,900.00	\$5,700.00	\$3,000.00	\$2,100.00	\$4,200.00	\$2,700.00	\$3,000.00	\$4,800.00
19	Furnish & Install Connector Pipe Screen (CPS) per project Specifications	EA	5	\$5,000.00	\$4,300.00	\$5,000.00	\$12,000.00	\$10,000.00	\$3,500.00	\$5,000.00	\$4,750.00
20	Furnish & Install Automatic Retractable Screen (ARS) per Project Specifications	EA	3	\$3,000.00	\$9,300.00	\$3,000.00	\$8,100.00	\$11,100.00	\$7,800.00	\$9,000.00	\$12,000.00
21	Adjust existing Sewer Manhole to Grade per District Procedure	EA	1	\$1,500.00	\$1,050.00	\$1,500.00	\$1,750.00	\$1,750.00	\$600.00	\$1,800.00	\$940.00
22	Adjust Manhole Cover to Grade	EA	5	\$7,500.00	\$5,250.00	\$7,500.00	\$8,750.00	\$8,750.00	\$3,000.00	\$9,000.00	\$4,000.00
23	Adjust Valve Cover to Grade	EA	21	\$4,200.00	\$14,385.00	\$31,500.00	\$16,800.00	\$7,350.00	\$26.25	\$16,800.00	\$9,450.00
24	Adjust Well Monument to Grade	EA	3	\$4,500.00	\$2,055.00	\$4,500.00	\$2,400.00	\$2,400.00	\$900.00	\$2,400.00	\$2,250.00
25	Replace Metal Beam Guard Rail with Midwest Guardrail System per Caltrans Standard Plan A77P1	LF	95	\$14,725.00	\$14,725.00	\$19,000.00	\$15,200.00	\$8,835.00	\$19,000.00	\$15,200.00	\$14,250.00
26	Construct Bus PAD per SPPWC Standard Plan 131-2	SF	800	\$28,000.00	\$13,600.00	\$28,000.00	\$28,800.00	\$13,600.00	\$8,800.00	\$20,000.00	\$19,200.00
27	Remove Steel Post and Foundation	EA	6	\$2,850.00	\$3,000.00	\$900.00	\$5,400.00	\$9,000.00	\$1,800.00	\$1,950.00	\$840.00
28	Reconstruct Traffic Loops	EA	15	\$5,700.00	\$5,550.00	\$6,000.00	\$4,650.00	\$6,000.00	\$4,875.00	\$6,000.00	\$4,500.00
29	Remove & Reinstall Pedestrian Traffic Pole	EA	1	\$3,000.00	\$7,100.00	\$6,000.00	\$2,600.00	\$5,000.00	\$8,000.00	\$2,500.00	\$2,500.00
30	Install Pavement Delineation	LS	1	\$10,500.00	\$11,700.00	\$11,000.00	\$11,000.00	\$18,000.00	\$13,000.00	\$12,000.00	\$12,000.00
	Subtotal			\$1,539,740.65	\$1,565,382.40	\$1,583,120.75	\$1,619,925.50	\$1,687,000.00	\$1,720,498.50	\$1,750,000.00	\$2,038,834.40
	Total			\$1,539,740.65	\$1,565,382.40	\$1,583,120.75	\$1,619,925.50	\$1,687,000.00	\$1,720,498.50	\$1,750,000.00	\$2,038,834.40

Subcontractors	Ace, AAA, BC Traffic, CA Professional, Nobest	Ace, Elecnor, Smithson, Superior Pavement	Ace, AAA, BC Traffic, CA Professional, Martinez Concrete	Ace, BC Traffic, EBS Utilities	Ace, Smithson, Superior Pavement	CA Professional, Diversified Asphalt, Superior Pavement	Ace, AAA, EBS Utilities, Smithson	Ace, AAA, CA Professiona, EBS
Total Amount	\$ 322,029.00	\$ 38,311.00	\$ 163,429.00	\$ 53,100.00	\$ 31,311.00	\$ 245,126.00	\$ 448,750.00	\$ 370,628.00
%	21%	2%	10%	3%	2%	14%	26%	18%

EXHIBIT B

Bid Schedule Packet (Page A-12 and Pages C-4R through C-11)

[Attached]

BID BOND

PROJECT NO. 463

RESURFACING VALLEY BOULEVARD FROM AZUSA WAY TO 650' EAST OF HAMBLEDON AVENUE

CONTRACT NO. CITY-1463

KNOW ALL MEN BY THESE PRESENTS that we R J. NOBLE COMPANY as BIDDER, and Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota, 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 amount 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 25th day of March, 2021

BIDDER :

Name: R J. NOBLE COMPANY

Address: 15505 E LINCOLN AVENUE
ORANGE, CA 92865

By: STEVEN L. MENDOZA

Signature: X *Steven L. Mendoza*

Title: SECRETARY

SURETY:

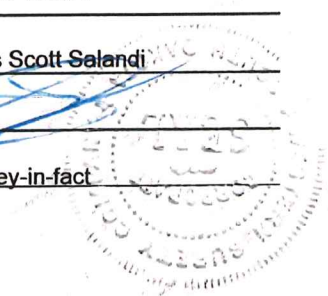
Name: Western Surety Company

Address: 2 Park Plaza, Suite 400
Irvine, CA 92614

By: James Scott Salandi

Signature: *James Scott Salandi*

Title: 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.

CALIFORNIA ACKNOWLEDGMENT

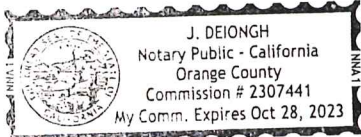
CIVIL CODE § 1189

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 03/26/2021 before me, J. DEIONGH, NOTARY PUBLIC
Date *Here Insert Name and Title of the Officer*
personally appeared STEVEN L. MENDOZA
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.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

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

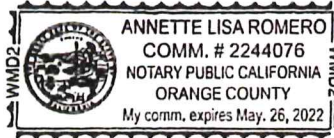
On MAR 25 2021 before me, Annette Lisa Romero, A Notary Public
(insert name and title of the officer)

personally appeared James Scott Salandi
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 Annette Lisa Romero (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James Scott Salandi, Leonard Ziminsky, David Jacobson, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

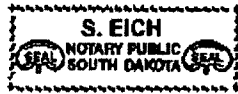
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____ MAR 25 2021



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CITY OF INDUSTRY
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

ADDENDUM NO. 1

TO THE CONTRACT DOCUMENTS FOR:

CITY OF INDUSTRY
CONTRACT NO. CITY-1463

RESURFACING VALLEY BLVD
FROM AZUSA WY TO 650' EAST OF HAMBLEDON AVE

April 20, 2021

This Addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of the Addendum on PlanetBids™ per Bidders Information Sheet of the Contract Documents and Specifications. Failure to do so will result in the bid being deemed non-responsive.

Note: It is the responsibility of all bidders to notify all subcontractors from whom they request bids and from whom they accept bids of all changes contained in this addendum. All other terms and conditions remain unchanged.

ADDENDUM NO. 1 CONTENTS

I. SPECIFICATIONS

I. SPECIFICATIONS

1. **SECTION A, NOTICE INVITING BIDS, PAGE A-1**, change the date for receiving bids to **Tuesday, May 4, 2021 at 10:00 a.m.**

***NOTE:** The City is working diligently to address the Questions submitted on PlanetBids™. A subsequent addendum will be issued in response.

***** END OF ADDENDUM NO. 1 *****

CITY OF INDUSTRY
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

ADDENDUM NO. 2

TO THE CONTRACT DOCUMENTS FOR:

CITY OF INDUSTRY
CONTRACT NO. CITY-1463

RESURFACING VALLEY BLVD
FROM AZUSA WY TO 650' EAST OF HAMBLEDON AVE

April 28, 2021

This Addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of the Addendum on PlanetBids™ per Bidders Information Sheet of the Contract Documents and Specifications. Failure to do so will result in the bid being deemed non-responsive.

Note: It is the responsibility of all bidders to notify all subcontractors from whom they request bids and from whom they accept bids of all changes contained in this addendum.

All other terms and conditions remain unchanged.

ADDENDUM NO. 2 CONTENTS

I. SPECIFICATIONS

II. PLANETBIDS QUESTIONS AND ANSWERS

I. SPECIFICATIONS

- 1. SECTION C, BID SCHEDULE, PAGE C-4,** replace with the attached page C-4R; bids must be submitted using the revised bid package.
- 2. SECTION E, SPECIAL PROVISIONS, PAGE E-8, SUBSECTION 203-17,** replace with the following:

203-17 INSTALL SAMI INTERLAYER.

203-17.1 General

The Contractor shall furnish and install Stress Absorbing Membrane Interlayer (SAMI) over DGAC layer in all overlay areas as shown in Construction Plans.

The SAMI shall be GlasGrid by California Paving Fabrics, Inc. or approved equivalent.

Installation shall conform to the requirements of the approved provider and the geotechnical report (Attachment 1) for this project.

Payment for furnishing and installing the SAMI Interlayer shall be made at the unit bid price per square yard.

II. PLANETBIDS QUESTIONS AND ANSWERS

1. **QUESTION:** Can you identify all of the catch basins that require ARS and CPS? Only three are shown on plans.

ANSWER: The catch basins that require ARS and CPS units, per Construction Note Nos 10 and 11, are located at the following locations: Valley Blvd at Sta 485+05.00 (both sides of the street) and on the east side of Hurley Street, just north of Valley Blvd.

***** END OF ADDENDUM NO. 2 *****

Shading indicates
item revised in
Addendum No. 2

PLEASE NOTE THAT UNIT
PRICES SHALL ONLY BE
ENTERED ONLINE WITHIN THE
PLANETBIDS™ SOFTWARE. BID
SCHEDULE PAGES C-4
THROUGH C-5 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. 463

RESURFACING VALLEY BOULEVARD FROM AZUSA WAY TO 650' EAST OF HAMBLEDON
AVENUE

CONTRACT NO. CITY-1463

BIDDER: R.J. NOBLE 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.	Clearing and Grubbing	1	LS		
3.	Traffic Control	1	LS		
4.	Cold mill 3" AC pavement	30,400	SY		
5.	Unclassified excavation (export)	330	CY		
6.	Remove & Reconstruct Sidewalk	390	SF		
7.	Remove & Reconstruct Curb and Gutter	40	LF		
8.	Remove Driveway and Reconstruct Sidewalk	240	SF		
9.	Remove and Reconstruct Driveway	480	SF		
10.	Sawcut & Remove Existing AC Base Course and Base	74,184	SF		
11.	Construct AC pavement (C2-PG 64-10)	6,900	TONS		
12.	Construct DGAC pavement	1,710	TONS		
13.	9" Crushed Aggregate Base	2,061	CY		
14.	Install Tensar TX7 Geogrid	8,243	SY		
15.	Install SAMI - Interlayer	30,400	SY		
16.	Remove and Construct Pedestrian Ramp per City Standard Plan No. 116	4	EA		
17.	Remove and Construct Curb Ramp per SPPWC Standard Plan 111-5, Case A Type 1	1	EA		
18.	Install Detectable Warning Surface per Caltrans A88A	6	EA		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
19.	Furnish & Install Connector Pipe Screen (CPS) per project Specifications	5	EA		
20.	Furnish & Install Automatic Retractable Screen (ARS) per Project Specifications	3	EA		
21.	Adjust existing Sewer Manhole to Grade per District Procedure	1	EA		
22.	Adjust Manhole Cover to Grade	5	EA		
23.	Adjust Valve Cover to Grade	21	EA		
24.	Adjust Well Monument to Grade	3	EA		
25.	Replace Metal Beam Guard Rail with Midwest Guardrail System per Caltrans Standard Plan A77P1	95	LF		
26.	Construct Bus PAD per SPPWC Standard Plan 131-2	800	SF		
27.	Remove Steel Post and Foundation	6	EA		
28.	Reconstruct Traffic Loops	15	EA		
29.	Remove & Reinstall Pedestrian Traffic Pole	1	EA		
30.	Install Pavement Delineation	1	LS		
				GRAND TOTAL	

I hereby certify that on 05/04/2021, 20 , STEVEN L. MENDOZA, SECRETARY
 (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:
 R.J. NOBLE COMPANY

 CONTRACTOR NAME

stevemendoza@rjnoblecompany.com

EMAIL ADDRESS

1000004235

DIR #

STEVEN L. MENDOZA, SECRETARY

PRINT NAME

x 

 SIGNATURE

BID RESULTS

CITY OF INDUSTRY
PROJECT NO. 463

RESURFACING VALLEY BOULEVARD FROM AZUSA WAY TO 650' EAST OF HAMBLEDON
AVENUE

CONTRACT NO. CITY-1463

PLEASE NOTE: This page was intentionally left blank. After the bid has been awarded, it will be replaced with the awardee's Bid Results from PlanetBids™

BIDDER'S INFORMATION SHEET

- Receipt of any addenda shall be acknowledged only online through the PlanetBids™ software.

RETENTION MONEY OPTION: Please initial one of the following options.

- JK*
(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 27TH day of APRIL, 2021.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

R.J. NOBLE COMPANY

Bidder

P.O. BOX 620

Mailing Address

ORANGE, CA 92865

City/State/Zip

(714) 637-1550

Telephone

(714) 637-6321

Fax

X

Signature

STEVEN L. MENDOZA

Print Name

SECRETARY

Title

782908 CLASS A & C-12

License No./Class

08/31/2022

Expiration Date

Select 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

R.J. NOBLE COMPANY A CALIFORNIA CORPORATION

X

AUSTIN M. CARVER, PRESIDENT

X

STEVEN L. MENDOZA, 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.

CALIFORNIA ACKNOWLEDGMENT

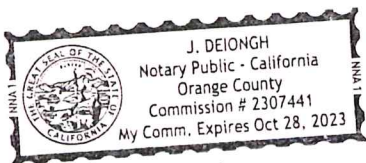
CIVIL CODE § 1189

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 04/27/2021 before me, J. DEIONGH, NOTARY PUBLIC
Date STEVEN L. MENDOZA *Here Insert Name and Title of the Officer*
personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

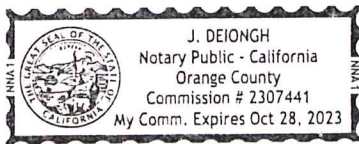
CIVIL CODE § 1189

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 04/27/2021 before me, J. DEIONGH, NOTARY PUBLIC
Date *Here Insert Name and Title of the Officer*
personally appeared AUSTIN M. CARVER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~~~they~~ executed the same in his/~~her~~~~their~~ authorized capacity(ies), and that by his/~~her~~~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____



ASPHALT PAVING • ENGINEERING CONTRACTORS
LIC. A-782908

R.J. NOBLE COMPANY A CALIFORNIA CORPORATION

15505 E. LINCOLN AVENUE
ORANGE, CA 92865

CORPORATE OFFICERS:

AUSTIN M. CARVER, PRESIDENT
KASONDRA CARVER GONZALEZ, VICE PRESIDENT OF MARKETING
STEVEN L. MENDOZA, SECRETARY
JAMES N. DUCOTE, TREASURER
JACOB BREEDLOVE, ASSISTANT SECRETARY

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. 463

RESURFACING VALLEY BOULEVARD FROM AZUSA WAY TO 650' EAST OF HAMBLEDON
AVENUE

CONTRACT NO. CITY-1463

STEVEN L. MENDOZA _____, being first duly sworn, deposes and says that
Name

he or she is SECRETARY _____, of R.J. NOBLE COMPANY _____,
Title Name of Firm

782908 _____ A & C-12 _____
License Number Classification

08/31/2022 _____
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.

04/27/2021 _____
DATE

X  _____
SIGNATURE
STEVEN L. MENDOZA, SECRETARY

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 463

RESURFACING VALLEY BOULEVARD FROM AZUSA WAY TO 650' EAST OF HAMBLEDON
AVENUE

CONTRACT NO. CITY-1463

R.J. NOBLE 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 type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/LINOLEUM | <input 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 type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | | |

x



Signature of Authorized
Representative of Bidder

STEVEN L. MENDOZA, SECRETARY

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 463

RESURFACING VALLEY BOULEVARD FROM AZUSA WAY TO 650' EAST OF HAMBLEDON
AVENUE

CONTRACT NO. CITY-1463

CONTRACTOR:

R.J. NOBLE COMPANY

BUSINESS ADDRESS:

15505 E. LINCOLN AVE

ORANGE, CA 92865

In submitting this bid for the project:

I, STEVEN L. MENDOZA, SECRETARY, 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 15505 E. LINCOLN AVE, ORANGE, CA 92865
California, this 27TH day of APRIL, 2021.

x



SIGNATURE STEVEN L. MENDOZA, SECRETARY

CALIFORNIA ACKNOWLEDGMENT

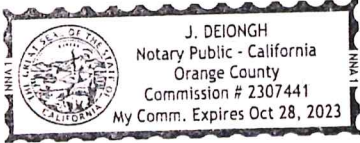
CIVIL CODE § 1189

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 04/27/2021 before me, J. DEIONGH, NOTARY PUBLIC
Date *Here Insert Name and Title of the Officer*
personally appeared STEVEN L. MENDOZA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

City of Industry
 Bid Results for Project Resurfacing Valley Blvd from Asuza Way to 650' East of Hambleton Ave (CITY-1463)
 Issued on 03/23/2021
 Bid Due on May 04, 2021 10:00 AM (PDT)
 Exported on 05/04/2021

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	R.J. Noble Company
1	Mobilization	LS	1	\$55,000.00
2	Clearing and Grubbing	LS	1	\$20,000.00
3	Traffic Control	LS	1	\$15,000.00
4	Cold mill 3" AC pavement	SY	30400	\$106,400.00
5	Unclassified excavation (export)	CY	330	\$11,550.00
6	Remove & Reconstruct Sidewalk	SF	390	\$4,680.00
7	Remove & Reconstruct Curb and Gutter	LF	40	\$3,280.00
8	Remove Driveway and Reconstruct Sidewalk	SF	240	\$3,600.00
9	Remove and Reconstruct Driveway	SF	480	\$7,200.00
10	Sawcut & Remove Existing AC Base Course and Base	SF	74184	\$174,332.40
11	Construct AC pavement (C2-PG 64-10)	TONS	6900	\$531,300.00
12	Construct DGAC pavement	TONS	1710	\$131,670.00
13	9" Crushed Aggregate Base	CY	2061	\$68,013.00
14	Install Tensar TX7 Geogrid	SY	8243	\$55,640.25
15	Install SAMI - Interlayer	SY	30400	\$205,200.00
16	Remove and Construct Pedestrian Ramp per City Standard Plan No. 116	EA	4	\$42,000.00
17	Remove and Construct Curb Ramp per SPPWC Standard Plan 111-5, Case A Type 1	EA	1	\$10,500.00
18	Install Detectable Warning Surface per Caltrans A88A	EA	6	\$3,900.00
19	Furnish & Install Connector Pipe Screen (CPS) per project Specifications	EA	5	\$5,000.00
20	Furnish & Install Automatic Retractable Screen (ARS) per Project Specifications	EA	3	\$3,000.00
21	Adjust existing Sewer Manhole to Grade per District Procedure	EA	1	\$1,500.00
22	Adjust Manhole Cover to Grade	EA	5	\$7,500.00
23	Adjust Valve Cover to Grade	EA	21	\$4,200.00
24	Adjust Well Monument to Grade	EA	3	\$4,500.00
25	Replace Metal Beam Guard Rail with Midwest Guardrail System per Caltrans Standard Plan A77P1	LF	95	\$14,725.00
26	Construct Bus PAD per SPPWC Standard Plan 131-2	SF	800	\$28,000.00
27	Remove Steel Post and Foundation	EA	6	\$2,850.00
28	Reconstruct Traffic Loops	EA	15	\$5,700.00
29	Remove & Reinstall Pedestrian Traffic Pole	EA	1	\$3,000.00
30	Install Pavement Delineation	LS	1	\$10,500.00
Subtotal				\$1,539,740.65
Total				\$1,539,740.65

Subcontractors	Ace, AAA, BC Traffic, CA Professional, Nebest
Total Amount	\$ 322,029.00
%	21%

EXHIBIT C

Contractor's State of California and Department of Industrial relations License Detail

[Attached]



Contractor's License Detail for License # 782908

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. [Click here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/14/2021 10:42:48 AM

Business Information

R J NOBLE COMPANY
 P O BOX 620
 ORANGE, CA 92856
 Business Phone Number:(714) 637-1550

Entity Corporation
Issue Date 08/14/2000
Expire Date 08/31/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING CONTRACTOR
- ▶ C12 - EARTHWORK AND PAVING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 58723788

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual MICHAEL JOSEPH CARVER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/18/2011

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: UB7N9393862025

Effective Date: 07/01/2020

Expire Date: 07/01/2021

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000004235	R.J. NOBLE COMPANY	7/1/2019	6/30/2022	Active	P.O. BOX 620 ORANGE United States of America 92856		Laborer, Operating Engineer, General Engineering
1000004235	R.J. NOBLE COMPANY	7/1/2019	6/30/2022	Active	P.O. BOX 620 ORANGE United States of America 92856	R.J. NOBLE COMPANY	

EXHIBIT D

Notice of Exemption

[Attached]

NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

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

Project Title: Resurfacing Valley Boulevard from Azusa Way to 650 feet East of Hambleton Avenue

Project Location - Specific: Valley Boulevard from the intersection of Azusa Way to 650 feet east of Hambleton Avenue

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: Rehabilitation of the existing pavement along Valley Boulevard

Name of Public Agency Approving Project: City of Industry

Name of Person or Agency Carrying Out Project: City of Industry

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301(c)
- 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(c) of the CEQA Guidelines. Per Section 15301(c) 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 is exempt. The project consists of resurfacing an existing street in which work includes the removal of existing asphalt, concrete pavement, and aggregate base about three inches deep and constructing new asphalt concrete pavement. The work also includes curb and gutter repair, sidewalk and driveway repairs, curb ramp modifications, guard rail installation, and signing and striping. This does not involve any expansion beyond what already exists, as no new lanes are being created.

Lead Agency

Contact Person: Joshua Nelson

Telephone: (626) 333-2211

Signature: _____

Date: May 27, 2021

Title: City Engineer