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**INDUSTRY PUBLIC UTILITIES  
COMMISSION  
REGULAR MEETING  
AGENDA**

PRESIDENT CORY C. MOSS  
COMMISSIONER MICHAEL GREUBEL  
COMMISSIONER STEVE MARCUCCI  
COMMISSIONER MARK D. RADECKI  
COMMISSIONER NEWELL W. RUGGLES

**JULY 10, 2025 AT 8:30 AM**

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**LOCATION:** City Council Chambers, 15651 Mayor Dave Way  
City of Industry, California

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**ADDRESSING THE COMMISSION:**

**Agenda Items:** Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.

**Public Comments (Non-Agenda Items):** Anyone wishing to address the Commission 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 one-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Commission from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the Commission.

At the time of publication, no Commission intends to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Councilmember will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

[www.microsoft.com/microsoft-teams/join-a-meeting](http://www.microsoft.com/microsoft-teams/join-a-meeting)

Meeting ID: 272 903 628 367 2

Meeting Passcode: jw28gQ3T

**Or call in (audio only)**

+1 657-204-3264,

Phone Conference ID: 666 885 969#

**AMERICANS WITH DISABILITIES ACT:**

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

**AGENDAS AND OTHER WRITINGS:**

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

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR**

6.1. Consideration of the Register of Demands for June 26, 2025

*RECOMMENDED ACTION: Ratify the Register of Demands for June 26, 2025.*

6.2. Consideration of the Register of Demands for July 10, 2025

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

6.3. Report from the General Manager for the La Puente Valley County Water District regarding the Industry Public Utilities Water Operations

*RECOMMENDED ACTION: Receive and file the Report.*

6.4. Consideration of Award of Contract No. IPU-0014, Turnbull Canyon Road and Salt Lake Avenue Waterline Improvements, to Gentry Brothers, Inc. in an amount not to exceed \$904,472.00, and adopt a Notice of Exemption regarding same (MP 02-15 #14)

*RECOMMENDED ACTION: Award the contract to Gentry Brothers, Inc., in the amount of \$904,472.00, and adopt a Notice of Exemption regarding same.*

6.5. Consideration of Amendment No. 1 to the Maintenance Services Agreement with Ocean Blue Environmental Services, Inc., for On-Call Hazardous Waste Removal and Clean Up Services, extending the term through June 30, 2028, revising the rate schedule and updating the address for IPU

*RECOMMENDED ACTION: Approve the Amendment.*

7. **ACTION ITEMS-NONE**

8. **PUBLIC HEARINGS-NONE**

9. **CLOSED SESSION**

10. **PUBLIC UTILITIES DIRECTOR COMMENTS**
11. **AB 1234 REPORTS**
12. **COMMISSIONER COMMUNICATIONS**
13. **PUBLIC COMMENTS**
14. Adjournment. The next regular Industry Public Utilities Commission Meeting is Thursday, August 13, 2025, at 8:30 AM.

ITEM NO. 6.1

**INDUSTRY PUBLIC UTILITIES COMMISSION**

**AUTHORIZATION FOR PAYMENT OF BILLS**

Board Meeting June 26, 2025

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	9,421.25
161	IPUC ELECTRIC FUND	124,107.76
TOTAL ALL FUNDS		133,529.01

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	82,803.01
IPUCEEP.WF	IPUC EEP WELLS FARGO CHK	50,726.00
TOTAL ALL BANKS		133,529.01

APPROVED PER PUBLIC UTILITIES DIRECTOR

  
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DATE

6/18/25  
\_\_\_\_\_

**Industry Public Utilities Commission  
Wells Fargo - Energy Efficiency Program  
June 26, 2025**

Check	Date	Payee Name			Check Amount
<b>IPUCEEP.WF.CHK - IPUC EEP WELLS FARGO CK</b>					
500016	06/26/2025	AM WIND REPOWER LLC			\$50,726.00
	Invoice	Date	Description	Amount	
	IA2025000023	05/31/2025	TEST ENERGY POWER PURCHASE - JAN-MAR 2025	\$50,726.00	

Checks	Status	Count	Transaction Amount
	Total	1	\$50,726.00

**Industry Public Utilities Commission  
Wells Fargo - Electric  
June 26, 2025**

Check	Date			Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>					
11765	06/11/2025			FRONTIER	\$348.27
	Invoice	Date	Description	Amount	
	2025-00001980	05/22/2025	5/22-6/21/25 SVC-21858 VALLEY BLVD	\$80.50	
	2025-00001981	05/22/2025	5/22-6/21/25 SVC-21733 BAKER PKWY BLDG 21	\$76.46	
	2025-00001982	05/25/2025	5/25-6/24/25 SVC-21760 GARCIA LN	\$114.85	
	2025-00001983	05/25/2025	5/25-6/24/25 SVC-21535 BAKER PKWY BLDG 20	\$76.46	
11766	06/11/2025			SOUTHERN CALIFORNIA EDISON	\$16,202.37
	Invoice	Date	Description	Amount	
	2025-00001998	06/02/2025	5/1-5/31/25 SVC-208 S WADDINGHAM	\$12,980.91	
	2025-00001999	06/02/2025	5/1-5/31/25 SVC-VARIOUS SITES	\$246.09	
	2025-00002000	06/02/2025	5/1-5/31/25 SVC-208 S WADDINGHAM	\$2,975.37	
11767	06/18/2025			FRONTIER	\$2,728.65
	Invoice	Date	Description	Amount	
	2025-00002027	06/04/2025	6/4-7/3/25 SVC-21858 GARCIA LN	\$114.85	
	2025-00002028	06/04/2025	6/4-7/3/25 SVC-21620 VALLEY BLVD	\$80.50	
	2025-00002029	06/07/2025	6/7-7/6/25 SVC-408 BREA CYN RD	\$35.86	
	2025-00002030	06/01/2025	6/1-6/30/25 SVC-21700 VALLEY BLVD	\$80.50	
	2025-00002031	06/01/2025	6/1-6/30/25 SVC-21650 VALLEY BLVD	\$76.46	
	2025-00002032	05/28/2025	5/28-6/27/25 SVC-179 S GRAND AVE	\$58.62	
	2025-00002033	05/28/2025	5/28-6/27/25 SVC-21912 GARCIA LN	\$114.85	
	2025-00002034	05/28/2025	5/28-6/27/25 SVC-21700 BAKER PKWY BLDG 23	\$76.46	
	2025-00002035	06/01/2025	6/1-6/30/25 SVC-VARIOUS SITES	\$2,090.55	
11768	06/26/2025			CNC ENGINEERING	\$47,875.00
	Invoice	Date	Description	Amount	

**Industry Public Utilities Commission  
Wells Fargo - Electric  
June 26, 2025**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
512727	06/12/2025		CITY ELECTRICAL FACILITIES	\$28,206.25
512728	06/12/2025		IPUC ELECTRICAL CAPITAL IMPROVEMENTS AT THE II	\$10,247.50
512729	06/12/2025		DISTRIBUTION LINE EXTENSION TO PUENTE HILLS MA	\$1,670.00
512730	06/12/2025		WDAT INSTALLATION AT PUENTE HILLS MALL	\$5,542.50
512731	06/12/2025		WDAT RELOCATION AT PACIFIC PALMS HOTEL & LINE	\$1,871.25
512732	06/12/2025		REMOTE MONITORING OF WADDINGHAM SUBSTATIO	\$337.50
<b>11769</b>	<b>06/26/2025</b>		<b>COUNTY OF LA - DEPT OF AGRICULTL</b>	<b>\$200.30</b>
	Invoice	Date	Description	Amount
	251599	05/19/2025	PEST CONTROL-WADDINGHAM POWER PLANT	\$94.97
	251680	06/05/2025	PEST CONTROL-WADDINGHAM POWER PLANT	\$105.33
<b>11770</b>	<b>06/26/2025</b>		<b>ENCO UTILITY SERVICES</b>	<b>\$8,043.50</b>
	Invoice	Date	Description	Amount
	INV71695	06/03/2025	CUSTOMER ACCT SVC-MAY 2025	\$8,043.50
<b>11771</b>	<b>06/26/2025</b>		<b>MORTISE &amp; TENON BUILDING CORP</b>	<b>\$4,765.50</b>
	Invoice	Date	Description	Amount
	280	05/08/2025	RELOCATE IPU MATERIALS TO WADDINGHAM STN	\$4,765.50
<b>11772</b>	<b>06/26/2025</b>		<b>SAN GABRIEL VALLEY NEWSPAPER G</b>	<b>\$2,639.42</b>
	Invoice	Date	Description	Amount
	0011736198	05/19/2025	#5007735 NOTICE OF INVITING BIDS-IPUC	\$2,639.42

**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**June 26, 2025**

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

Checks	Status	Count	Transaction Amount
	Total	8	\$82,803.01

ITEM NO. 6.2

**INDUSTRY PUBLIC UTILITIES COMMISSION**

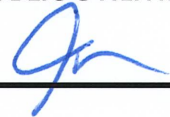
**AUTHORIZATION FOR PAYMENT OF BILLS**

**Board Meeting July 10, 2025**


<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	20,546.25
560	IPU-WATER CAPITAL IMPROVEMENT	68,548.46
161	IPUC ELECTRIC FUND	338,930.14
TOTAL ALL FUNDS		428,024.85

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	288,857.03
IPUC.EEP	IPUC ENERGY EFFICIENCY PROGRAM	70,619.36
IPUC.CHK	IPUC WATER BOFA CKING	68,548.46
TOTAL ALL BANKS		428,024.85

**APPROVED PER PUBLIC UTILITIES DIRECTOR**



**DATE**



**Industry Public Utilities Commission  
Wells Fargo Electric - Wire Transfers  
July 10, 2025**

Check	Date			Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>					
<b>WT173</b>	06/19/2025			<b>INDUSTRY PUBLIC UTILITIES COMMIS</b>	<b>\$13,642.65</b>
	Invoice	Date	Description		Amount
	06/19/2025	06/19/2025	TRANSFER PUBLIC BENEFIT CHARGES FOR APR 2025		\$13,642.65
<b>WT174</b>	07/01/2025			<b>INDUSTRY PUBLIC UTILITIES COMMIS</b>	<b>\$14,542.62</b>
	Invoice	Date	Description		Amount
	07/01/2025	07/01/2025	TRANSFER PUBLIC BENEFIT CHARGES FOR MAY 2025		\$14,542.62

Checks	Status	Count	Transaction Amount
	Total	2	\$28,185.27

**Industry Public Utilities Commission  
Wells Fargo - Energy Efficiency Program  
July 10, 2025**

Check	Date	Payee Name	Check Amount
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IPUCEEP.WF.CHK - IPUC EEP WELLS FARGO CK

500017	07/10/2025		AM WIND REPOWER LLC	\$70,619.36
	Invoice	Date	Description	Amount
	IA2025000025	06/19/2025	POWER PURCHASE-MAY 2025	\$70,619.36

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Checks	Status	Count	Transaction Amount
	Total	1	\$70,619.36

**Industry Public Utilities Commission  
Bank of America - Water  
July 10, 2025**

Check	Date		Payee Name	Check Amount
<b>IPUC.CHK - IPUC Water BofA Checking</b>				
40831	06/11/2025		<b>SOCALGAS</b>	\$15.97
	Invoice	Date	Description	Amount
	2025-00001979	05/29/2025	4/25-5/27/25 SVC-13851 LOMITAS AVE	\$15.97
40832	06/11/2025		<b>SOUTHERN CALIFORNIA EDISON</b>	\$16,193.74
	Invoice	Date	Description	Amount
	2025-00001997	06/03/2025	4/30-5/29/25 SVC-1991 WORKMANMILL RD U	\$16,193.74
40833	06/18/2025		<b>VALLEY VISTA SERVICES, INC</b>	\$265.14
	Invoice	Date	Description	Amount
	002375778	05/31/2025	IPU WATER-14063 PROCTOR AVE	\$265.14
40834	07/10/2025		<b>CNC ENGINEERING</b>	\$15,912.50
	Invoice	Date	Description	Amount
	512845	06/26/2025	TURNBULL CANYON ROAD AND SALT LAKE AVE.WATE	\$15,612.50
	512846	06/26/2025	LOMITAS GENERATOR (CIP-WU-P-19-060-B)	\$300.00
40835	07/10/2025		<b>INDUSTRY PUBLIC UTILITIES COMMIS</b>	\$3,000.00
	Invoice	Date	Description	Amount
	JUN-25	06/24/2025	REPLENISH PAYROLL ACCT FOR JUNE 2025	\$3,000.00
40836	07/10/2025		<b>INDUSTRY PUBLIC UTILITIES COMMIS</b>	\$17,917.40
	Invoice	Date	Description	Amount
	R04302025-A	04/01/2025	IH GOLF COARSE RECYCLED WATER-APRIL 2025	\$10,351.00
	R03312025-A	03/01/2025	IH GOLF COARSE RECYCLED WATER-MAR 2025	\$7,566.40
40837	07/10/2025		<b>ROWLAND WATER DISTRICT</b>	\$15,243.71

**Industry Public Utilities Commission  
Bank of America - Water  
July 10, 2025**

Check	Date	Payee Name	Check Amount
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**IPUC.CHK - IPUC Water BofA Checking**

Invoice	Date	Description	Amount
I-04302025-B	04/30/2025	CONTRACT SVC-APRIL 2025	\$1,359.38
I-03312025-B	03/12/2025	CONTRACT SVC-MAR 2025	\$1,340.27
I-03312025-A	03/12/2025	CONTRACT SVC-MAR 2025	\$3,565.77
I-04302025-A	04/30/2025	CONTRACT SVC-APRIL 2025	\$8,978.29

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Checks	Status	Count	Transaction Amount
	Total	7	\$68,548.46

**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**July 10, 2025**

Check	Date			Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>					
<b>11773</b>	06/25/2025			<b>CALPINE ENERGY SOLUTIONS, LLC</b>	<b>\$154,772.67</b>
	Invoice	Date	Description	Amount	
	251700021733325	06/19/2025	WHOLESALE USE-MAY 2025	\$154,772.67	
<b>11774</b>	06/25/2025			<b>FRONTIER</b>	<b>\$1,858.53</b>
	Invoice	Date	Description	Amount	
	2025-00002071	06/09/2025	6/9-7/8/25 SVC-208 WADDINGHAM WAY	\$890.00	
	2025-00002072	06/10/2025	6/10-7/9/25 SVC-21508 BAKER PKWY BLDG 22	\$76.46	
	2025-00002073	06/10/2025	6/10-7/9/25 SVC-600 BREA CYN RD	\$359.31	
	2025-00002074	06/10/2025	6/10-7/9/25 SVC-21808 GARCIA LN	\$114.85	
	2025-00002075	06/10/2025	6/10-7/9/25 SVC-21640 VALLEY BLVD	\$76.46	
	2025-00002076	06/10/2025	6/10-7/9/25 SVC-747 S ANAHEIM PUENTE RD	\$341.45	
<b>11775</b>	06/25/2025			<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$12,053.57</b>
	Invoice	Date	Description	Amount	
	7501831877	06/19/2025	5/1-5/31/25 SVC-208 S WADDINGHAM WAY	\$9,165.40	
	7501831876	06/19/2025	5/1-5/31/25 SVC-133 N AZUSA AVE	\$1,860.71	
	7501831870	06/19/2025	5/1-5/31/25 SVC-745 ANAHEIM-PUENTE RD	\$1,027.46	
<b>11776</b>	07/02/2025			<b>FRONTIER</b>	<b>\$259.74</b>
	Invoice	Date	Description	Amount	
	2025-00002115	06/19/2025	6/19-7/18/25 SVC-21660 VALLEY BLVD	\$106.82	
	2025-00002116	06/19/2025	6/19-7/18/25 SVC-21415 BAKER PKWY	\$76.46	
	2025-00002117	06/19/2025	6/19-7/18/25 SVC-21438 BAKER PKWY BLDG 25	\$76.46	
<b>11777</b>	07/10/2025			<b>CNC ENGINEERING</b>	<b>\$39,611.25</b>
	Invoice	Date	Description	Amount	

**Industry Public Utilities Commission  
Wells Fargo - Electric  
July 10, 2025**

Check	Date	Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>			
512840	06/26/2025	IPUC ELECTRICAL CAPITAL IMPROVEMENTS AT THE II	\$6,612.50
512839	06/26/2025	CITY ELECTRICAL FACILITIES	\$18,887.50
512841	06/26/2025	AUTOMATIC METER READING	\$300.00
512844	06/26/2025	DISTRIBUTION LINE EXTENSION AT 999 HATCHER AVE	\$3,612.50
512842	06/26/2025	WDAT INSTALLATION AT PUENTE HILLS MALL	\$6,448.75
512843	06/26/2025	WDAT RELOCATION AT PACIFIC PALMS HOTEL & LINE	\$3,750.00
<b>11778</b>	<b>07/10/2025</b>	<b>NV5, INC.</b>	<b>\$7,360.00</b>
Invoice	Date	Description	Amount
455428	06/20/2025	ON CALL ELEC ENG SVC-MAY 2025	\$7,360.00
<b>11779</b>	<b>07/10/2025</b>	<b>PACIFIC UTILITY INSTALLATION</b>	<b>\$38,321.00</b>
Invoice	Date	Description	Amount
32646	06/01/2025	UTILITY OPERATIONS & SVC'S	\$3,720.00
32372	05/15/2025	OPERATIONS & MAINT AGREEMENT-WADDINGHAM S1	\$4,200.00
32596	05/31/2025	UTILITY OPERATIONS & SVC'S	\$27,471.00
32680	06/01/2025	UTILITY OPERATIONS & SVC'S	\$2,930.00
<b>11780</b>	<b>07/10/2025</b>	<b>PARSONS TRANSPORTATION GROUP</b>	<b>\$6,435.00</b>
Invoice	Date	Description	Amount
2506C146	06/18/2025	MTR DATA MANAGEMENT SYSTEM FOR AUTOMATIC M	\$6,435.00

Checks	Status	Count	Transaction Amount
	Total	8	\$260,671.76

ITEM NO. 6.3

Verbal Presentation

ITEM NO. 6.4



# INDUSTRY PUBLIC UTILITIES COMMISSION

## MEMORANDUM

**TO:** President and Commissioners

**FROM:** Joshua Nelson, Public Utilities Director

**STAFF:** Mathew Hudson, Director of Public Works  
Upendra Joshi, Senior Project Manager  
James Cramsie, Sr. Director of Engineering

**DATE:** July 10, 2025

**SUBJECT:** Consideration of Award of Contract No. IPU-0014, Turnbull Canyon Road and Salt Lake Avenue Waterline Improvements, to Gentry Brothers, Inc. in an amount not to exceed \$904,472.00, and adopt a Notice of Exemption regarding same (MP 02-15 #14)

### **Background:**

On April 10, 2025, the Industry Public Utilities Commission (“IPUC”) authorized solicitation of public bids for Turnbull Canyon Road and Salt Lake Avenue Waterline Improvements, project for an estimated cost of \$965,000.00. This project was bid to procure a contractor to provide construction of pipelines for the conveyance of water, including the trenching, shoring, backfilling, compacting, paving, and surfacing as necessary to complete the installation of such pipelines and providing construction zone traffic control.

On May 15, 2025 the bid was posted in the City’s PlanetBids™ vendor portal and an email notification was sent to 710 vendors. The bid was viewed by 76 prospective bidders. The appropriate trade journals were notified on May 15, 2025. The bid was advertised on May 19, 2025 and May 26, 2025 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until June 9, 2025 at 5:00 p.m. in the City’s Planetbids™ vendor portal. A pre bid job walk was held on Thursday, May 29, 2025 at 9:00 a.m. and Tuesday, June 3, 2025 at 9:00 a.m.

### **Discussion:**

The bid process closed on June 17, 2025. Thirteen (13) bids were received. The review of bids determined that Gentry Brothers, Inc. submitted the lowest responsive bid and has the experience, qualifications, and licensing necessary to complete this project. Below is a table of all bidders and their prices.

<b>Bidder</b>	<b>Bid Price</b>
Estate Design and Construction	\$898,500.00

G&A Nelos Construction, Inc.	\$900,348.16
Gentry Brothers, Inc.	\$904,472.00
Mladen Buntich Construction Co., Inc.	\$934,980.00
Christensen Brothers General Engineering	\$940,554.04
T.E. Roberts, Inc.	\$948,007.00
CEM Construction Corp.	\$955,875.00
JM Communications, Inc.	\$1,099,611.12
Cedro Construction, Inc.	\$1,198,584.61
Dominguez General Engineering, Inc.	\$1,226,880.00
GCI Construction, Inc.	\$1,329,720.00
Bali Construction, Inc.	\$1,338,888.00
Griffith Company	\$1,352,713.00

After review of all bids, the apparent lowest bidder, Estate Design and Construction submitted a Bid Bond that is not signed, the Notary Acknowledgement that list “C8, C9, C11” states the signer is Shahesta Philips (who is the signer on the Bid Bond, as the Attorney-In-Fact) Benjamin Tvizer, who is the CEO of Estate Design and Construction, is the signer on pages C-8, C-9 & C-11 of the bid documents. The second lowest bidder, G&A Nelos Construction, Inc., is missing their corporate seal on page C-8 of the bid documents. Therefore, Estate Design and Construction and G&A Nelos Construction, Inc. bids are deemed to be non-responsive.

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 scope of work involves construction of pipelines for the conveyance of water, including the trenching, shoring, backfilling, compacting, paving, and surfacing as necessary to complete the installation of such pipelines and providing construction zone traffic control. This project will replace existing pipes with the 1800 linear feet of 6 inch in diameter ductile iron pipes, and pursuant to Section 15301 of the CEQA Regulations, 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. The project does not result in an expansion of the use, as the streets are not being expanded to allow for additional traffic, it’s simply a relocation and upgrade of a waterline system. Based on the foregoing, Staff is recommending that the IPUC adopt a Notice of Exemption for the project.

**Fiscal Impact:**

The fiscal impact is \$904,472.00. In the adopted Fiscal Year 2025-2026 Capital Improvement Project budget, \$1,000,000.00 is approved for this project (Account No. 123-717-5205, MP 02-15 #14).

**Recommendation:**

1. Staff recommends that the Commission consider the results of the Turnbull Canyon Road and Salt Lake Avenue Waterline Improvements bid and award the bid to Gentry Brothers Inc.; and
2. Authorize the Public Utilities Director to approve change orders up to ten percent of the contract amount; and

3. Staff recommends that the Commission adopt the Notice of Exemption for the project.

**Exhibits:**

1. Attachment A Bid Results
2. Attachment B Bid Schedule Packet (Page A-12 and Pages C-4R through C-16)
3. Attachment C Contractor's State of California and Department of Industrial relations License Detail
4. Attachment D Notice of Exemption

City of Industry  
 Bid Results for Project TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS (IPU-0014)  
 Issued on 05/15/2025  
 Bid Due on June 17, 2025 10:00 AM (PDT)  
 Exported on 06/17/2025

Line Totals (Unit Price \* Quantity)

Item No	Description	UOM	Qty	Estate Design and Construction - Unit Price	Estate Design and Construction - Line Total	G&A Nelos Construction, Inc. - Unit Price	G&A Nelos Construction, Inc. - Line Total
1	Mobilization and Demobilization	LS	1	\$89,850.00	\$89,850.00	\$174,595.00	\$174,595.00
2	Preparation and Implementation of Erosion Control Plan	LS	1	\$44,925.00	\$44,925.00	\$1,158.00	\$1,158.00
3	Traffic Control Plan	LS	1	\$98,835.00	\$98,835.00	\$4,517.00	\$4,517.00
4	Potholing	EA	51	\$737.50	\$37,612.50	\$263.22	\$13,424.22
				Subtotal	\$271,222.50		\$193,694.22
5	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair on unpaved road (along Turnbull Canyon Road)	LF	500	\$256.25	\$128,125.00	\$328.22	\$164,110.00
6	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair, and street repaving (Along Salt Lake Avenue)	LF	145	\$256.25	\$37,156.25	\$371.85	\$53,918.25
7	Furnish and Install 2" PVC pipe, including fittings, restraints, and protection for temporary above ground service	LF	370	\$100.00	\$37,000.00	\$50.84	\$18,810.80
8	Furnish and install 6" resilient wedge gate valve with valve can and cover	EA	2	\$3,750.00	\$7,500.00	\$1,678.00	\$3,356.00
9	Furnish and install 2" blow off	EA	3	\$1,625.00	\$4,875.00	\$2,237.33	\$6,711.99
10	Furnish and install new 1" water meter service lateral and new service meter and meter box	EA	2	\$3,125.00	\$6,250.00	\$3,096.00	\$6,192.00
11	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	1	\$2,875.00	\$2,875.00	\$1,678.00	\$1,678.00
12	Furnish & install 1" air release assembly	EA	1	\$1,937.50	\$1,937.50	\$6,192.00	\$6,192.00
13	Furnish and install end cap	EA	1	\$971.25	\$971.25	\$1,678.00	\$1,678.00
14	Hydrostatic Testing, Flushing and Disinfection	LS	1	\$11,875.00	\$11,875.00	\$8,741.00	\$8,741.00
				Subtotal	\$238,565.00		\$271,388.04
15	Sawcut and remove existing PCC Sidewalk including base	SF	144	\$37.50	\$5,400.00	\$37.54	\$5,405.76
16	Sawcut and remove existing PCC Curb and Gutter including base	LF	66	\$62.50	\$4,125.00	\$25.42	\$1,677.72
17	Sawcut and remove existing PCC Driveway including base	SF	32	\$50.00	\$1,600.00	\$52.44	\$1,678.08
18	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair and street repaving	LF	1180	\$256.25	\$302,375.00	\$279.67	\$330,010.60
19	Jack and bore 12" steel casing and install casing spacers and end seals	LF	23	\$437.50	\$10,062.50	\$1,324.04	\$30,452.92
20	Furnish and install 2" blow off	EA	2	\$1,625.00	\$3,250.00	\$3,356.00	\$6,712.00
21	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	6	\$2,875.00	\$17,250.00	\$2,430.33	\$14,581.98
22	Furnish and install new 2" water meter service lateral and reconnect to existing service meter	EA	2	\$375.00	\$750.00	\$4,007.50	\$8,015.00
23	Furnish & install 1" air release assembly	EA	2	\$1,937.50	\$3,875.00	\$1,678.00	\$3,356.00
24	Construct PCC Sidewalk per City of Industry Std. Plan 115, including base material	SF	144	\$100.00	\$14,400.00	\$45.67	\$6,576.48
25	Construct PCC Curb and Gutter per City of Industry Std. Plan 112, including base material	LF	66	\$112.50	\$7,425.00	\$113.58	\$7,496.28
26	Construct PCC Driveway, including base material (See Attachment No. 1)	SF	32	\$100.00	\$3,200.00	\$225.19	\$7,206.08
27	Hydrostatic Testing, Flushing and Disinfection	LS	1	\$15,000.00	\$15,000.00	\$12,097.00	\$12,097.00
				Subtotal	\$388,712.50		\$435,265.90
				Total	\$898,500.00		\$900,348.16

City of Industry  
 Bid Results for Project TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS ( )  
 Issued on 05/15/2025  
 Bid Due on June 17, 2025 10:00 AM (PDT)  
 Exported on 06/17/2025

Line Totals (Unit Price \* Quantity)

Item No	Description	UOM	Qty	Gentry Brothers, Inc. - Unit Price	Gentry Brothers, Inc. - Line Total	Mladen Buntich Construction Co., Inc. - Unit Price	Mladen Buntich Construction Co., Inc. - Line Total	Christensen Brothers General Engineering - Unit Price	Christensen Brothers General Engineering - Line Total	T.E. Roberts, Inc. - Unit Price	T.E. Roberts, Inc. - Line Total
1	Mobilization and Demobilization	LS	1	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00	\$33,331.57	\$33,331.57	\$70,400.00	\$70,400.00
2	Preparation and Implementation of Erosion Control Plan	LS	1	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$8,736.20	\$8,736.20	\$29,546.00	\$29,546.00
3	Traffic Control Plan	LS	1	\$160,000.00	\$160,000.00	\$7,500.00	\$7,500.00	\$31,257.28	\$31,257.28	\$5,500.00	\$5,500.00
4	Potholing	EA	51	\$300.00	\$15,300.00	\$745.00	\$37,995.00	\$660.71	\$33,696.21	\$1,022.00	\$52,122.00
					\$250,300.00		\$100,495.00		\$107,021.26		\$157,568.00
5	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair on unpaved road (along Turnbull Canyon Road)	LF	500	\$220.00	\$110,000.00	\$171.00	\$85,500.00	\$337.52	\$168,760.00	\$323.00	\$161,500.00
6	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair, and street repaving (Along Salt Lake Avenue)	LF	145	\$220.00	\$31,900.00	\$257.00	\$37,265.00	\$392.81	\$56,957.45	\$315.00	\$45,675.00
7	Furnish and Install 2" PVC pipe, including fittings, restraints, and protection for temporary above ground service	LF	370	\$120.00	\$44,400.00	\$60.00	\$22,200.00	\$75.48	\$27,927.60	\$64.00	\$23,680.00
8	Furnish and install 6" resilient wedge gate valve with valve can and cover	EA	2	\$8,000.00	\$16,000.00	\$3,300.00	\$6,600.00	\$3,618.22	\$7,236.44	\$5,234.00	\$10,468.00
9	Furnish and install 2" blow off	EA	3	\$6,000.00	\$18,000.00	\$9,500.00	\$28,500.00	\$5,197.84	\$15,593.52	\$7,542.00	\$22,626.00
10	Furnish and install new 1" water meter service lateral and new service meter and meter box	EA	2	\$3,500.00	\$7,000.00	\$4,600.00	\$9,200.00	\$6,190.16	\$12,380.32	\$6,052.00	\$12,104.00
11	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	1	\$3,000.00	\$3,000.00	\$7,400.00	\$7,400.00	\$4,960.09	\$4,960.09	\$10,567.00	\$10,567.00
12	Furnish & install 1" air release assembly	EA	1	\$3,500.00	\$3,500.00	\$15,600.00	\$15,600.00	\$11,378.95	\$11,378.95	\$9,896.00	\$9,896.00
13	Furnish and install end cap	EA	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$765.05	\$765.05	\$7,413.00	\$7,413.00
14	Hydrostatic Testing, Flushing and Disinfection	LS	1	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00	\$12,196.43	\$12,196.43	\$17,699.00	\$17,699.00
					\$248,300.00		\$231,265.00		\$318,155.85		\$321,628.00
15	Sawcut and remove existing PCC Sidewalk including base	SF	144	\$8.00	\$1,152.00	\$30.00	\$4,320.00	\$45.66	\$6,575.04	\$40.00	\$5,760.00
16	Sawcut and remove existing PCC Curb and Gutter including base	LF	66	\$45.00	\$2,970.00	\$60.00	\$3,960.00	\$82.95	\$5,474.70	\$87.00	\$5,742.00
17	Sawcut and remove existing PCC Driveway including base	SF	32	\$10.00	\$320.00	\$125.00	\$4,000.00	\$92.47	\$2,959.04	\$165.00	\$5,280.00
18	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair and street repaving	LF	1180	\$220.00	\$259,600.00	\$292.00	\$344,560.00	\$247.54	\$292,097.20	\$176.00	\$207,680.00
19	Jack and bore 12" steel casing and install casing spacers and end seals	LF	23	\$3,200.00	\$73,600.00	\$5,260.00	\$120,980.00	\$5,086.40	\$116,987.20	\$5,538.00	\$127,374.00
20	Furnish and install 2" blow off	EA	2	\$4,800.00	\$9,600.00	\$9,500.00	\$19,000.00	\$4,938.16	\$9,876.32	\$10,376.00	\$20,752.00
21	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	6	\$3,500.00	\$21,000.00	\$4,600.00	\$27,600.00	\$4,636.25	\$27,817.50	\$4,340.00	\$26,040.00
22	Furnish and install new 2" water meter service lateral and reconnect to existing service meter	EA	2	\$6,000.00	\$12,000.00	\$8,500.00	\$17,000.00	\$7,581.88	\$15,163.76	\$7,774.00	\$15,548.00
23	Furnish & install 1" air release assembly	EA	2	\$3,500.00	\$7,000.00	\$15,600.00	\$31,200.00	\$7,247.82	\$14,495.64	\$9,679.00	\$19,358.00
24	Construct PCC Sidewalk per City of Industry Std. Plan 115, including base material	SF	144	\$9.00	\$1,296.00	\$35.00	\$5,040.00	\$45.66	\$6,575.04	\$22.00	\$3,168.00
25	Construct PCC Curb and Gutter per City of Industry Std. Plan 112, including base material	LF	66	\$75.00	\$4,950.00	\$100.00	\$6,600.00	\$82.95	\$5,474.70	\$165.00	\$10,890.00
26	Construct PCC Driveway, including base material (See Attachment No. 1)	SF	32	\$12.00	\$384.00	\$280.00	\$8,960.00	\$92.74	\$2,967.68	\$110.00	\$3,520.00
27	Hydrostatic Testing, Flushing and Disinfection	LS	1	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$8,913.11	\$8,913.11	\$17,699.00	\$17,699.00
					\$405,872.00		\$603,220.00		\$515,376.93		\$468,811.00
					\$904,472.00		\$934,980.00		\$940,554.04		\$948,007.00

City of Industry  
 Bid Results for Project TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS ( )  
 Issued on 05/15/2025  
 Bid Due on June 17, 2025 10:00 AM (PDT)  
 Exported on 06/17/2025

Line Totals (Unit Price \* Quantity)

Item No	Description	UOM	Qty	CEM CONSTRUCTION CORP - Unit Price	CEM CONSTRUCTION CORP - Line Total	JM Communications Inc. - Unit Price	JM Communications Inc. - Line Total	Cedro Construction Inc - Unit Price	Cedro Construction Inc - Line Total	Dominguez General Engineering, Inc. - Unit Price	Dominguez General Engineering, Inc. - Line Total
1	Mobilization and Demobilization	LS	1	\$45,000.00	\$45,000.00	\$16,150.00	\$16,150.00	\$88,263.00	\$88,263.00	\$60,000.00	\$60,000.00
2	Preparation and Implementation of Erosion Control Plan	LS	1	\$9,500.00	\$9,500.00	\$13,600.00	\$13,600.00	\$14,650.27	\$14,650.27	\$20,000.00	\$20,000.00
3	Traffic Control Plan	LS	1	\$12,500.00	\$12,500.00	\$3,640.00	\$3,640.00	\$29,811.60	\$29,811.60	\$40,000.00	\$40,000.00
4	Potholing	EA	51	\$1,000.00	\$51,000.00	\$2,150.00	\$109,650.00	\$800.00	\$40,800.00	\$500.00	\$25,500.00
					\$118,000.00		\$143,040.00		\$173,524.87		\$145,500.00
5	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair on unpaved road (along Turnbull Canyon Road)	LF	500	\$300.00	\$150,000.00	\$257.34	\$128,670.00	\$385.00	\$192,500.00	\$445.00	\$222,500.00
6	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair, and street repaving (Along Salt Lake Avenue)	LF	145	\$325.00	\$47,125.00	\$257.34	\$37,314.30	\$385.00	\$55,825.00	\$400.00	\$58,000.00
7	Furnish and Install 2" PVC pipe, including fittings, restraints, and protection for temporary above ground service	LF	370	\$100.00	\$37,000.00	\$137.36	\$50,823.20	\$43.34	\$16,035.80	\$60.00	\$22,200.00
8	Furnish and install 6" resilient wedge gate valve with valve can and cover	EA	2	\$3,000.00	\$6,000.00	\$8,698.22	\$17,396.44	\$2,768.00	\$5,536.00	\$3,000.00	\$6,000.00
9	Furnish and install 2" blow off	EA	3	\$8,500.00	\$25,500.00	\$10,119.07	\$30,357.21	\$4,600.00	\$13,800.00	\$15,000.00	\$45,000.00
10	Furnish and install new 1" water meter service lateral and new service meter and meter box	EA	2	\$2,850.00	\$5,700.00	\$8,288.87	\$16,577.74	\$2,913.00	\$5,826.00	\$5,000.00	\$10,000.00
11	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	1	\$2,500.00	\$2,500.00	\$10,504.35	\$10,504.35	\$3,108.00	\$3,108.00	\$5,000.00	\$5,000.00
12	Furnish & install 1" air release assembly	EA	1	\$8,250.00	\$8,250.00	\$22,710.01	\$22,710.01	\$4,760.00	\$4,760.00	\$10,000.00	\$10,000.00
13	Furnish and install end cap	EA	1	\$1,250.00	\$1,250.00	\$1,992.46	\$1,992.46	\$212.00	\$212.00	\$3,000.00	\$3,000.00
14	Hydrostatic Testing, Flushing and Disinfection	LS	1	\$9,500.00	\$9,500.00	\$58,119.44	\$58,119.44	\$18,800.00	\$18,800.00	\$20,000.00	\$20,000.00
					\$292,825.00		\$374,465.15		\$316,402.80		\$401,700.00
15	Sawcut and remove existing PCC Sidewalk including base	SF	144	\$75.00	\$10,800.00	\$19.60	\$2,822.40	\$22.48	\$3,237.12	\$50.00	\$7,200.00
16	Sawcut and remove existing PCC Curb and Gutter including base	LF	66	\$200.00	\$13,200.00	\$68.10	\$4,494.60	\$24.88	\$1,642.08	\$100.00	\$6,600.00
17	Sawcut and remove existing PCC Driveway including base	SF	32	\$175.00	\$5,600.00	\$103.78	\$3,320.96	\$163.00	\$5,216.00	\$120.00	\$3,840.00
18	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair and street repaving	LF	1180	\$260.00	\$306,800.00	\$219.06	\$258,490.80	\$512.00	\$604,160.00	\$330.00	\$389,400.00
19	Jack and bore 12" steel casing and install casing spacers and end seals	LF	23	\$4,750.00	\$109,250.00	\$7,144.43	\$164,321.89	\$1,562.00	\$35,926.00	\$5,000.00	\$115,000.00
20	Furnish and install 2" blow off	EA	2	\$8,500.00	\$17,000.00	\$9,040.59	\$18,081.18	\$6,050.00	\$12,100.00	\$20,000.00	\$40,000.00
21	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	6	\$2,850.00	\$17,100.00	\$4,408.67	\$26,452.02	\$3,240.00	\$19,440.00	\$5,000.00	\$30,000.00
22	Furnish and install new 2" water meter service lateral and reconnect to existing service meter	EA	2	\$4,850.00	\$9,700.00	\$11,842.53	\$23,685.06	\$79.50	\$159.00	\$15,000.00	\$30,000.00
23	Furnish & install 1" air release assembly	EA	2	\$8,250.00	\$16,500.00	\$8,282.31	\$16,564.62	\$5,800.00	\$11,600.00	\$10,000.00	\$20,000.00
24	Construct PCC Sidewalk per City of Industry Std. Plan 115, including base material	SF	144	\$75.00	\$10,800.00	\$45.36	\$6,531.84	\$8.87	\$1,277.28	\$50.00	\$7,200.00
25	Construct PCC Curb and Gutter per City of Industry Std. Plan 112, including base material	LF	66	\$200.00	\$13,200.00	\$84.47	\$5,575.02	\$39.93	\$2,635.38	\$100.00	\$6,600.00
26	Construct PCC Driveway, including base material (See Attachment No. 1)	SF	32	\$175.00	\$5,600.00	\$35.45	\$1,134.40	\$75.19	\$2,406.08	\$120.00	\$3,840.00
27	Hydrostatic Testing, Flushing and Disinfection	LS	1	\$9,500.00	\$9,500.00	\$50,631.18	\$50,631.18	\$8,858.00	\$8,858.00	\$20,000.00	\$20,000.00
					\$545,050.00		\$582,105.97		\$708,656.94		\$679,680.00
					\$955,875.00		\$1,099,611.12		\$1,198,584.61		\$1,226,880.00

City of Industry  
 Bid Results for Project TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS ( )  
 Issued on 05/15/2025  
 Bid Due on June 17, 2025 10:00 AM (PDT)  
 Exported on 06/17/2025

Line Totals (Unit Price \* Quantity)

Item No	Description	UOM	Qty	GCI Construction, Inc. - Unit Price	GCI Construction, Inc. - Line Total	Bali Construction, Inc. - Unit Price	Bali Construction, Inc. - Line Total	Griffith Company - Unit Price	Griffith Company - Line Total
1	Mobilization and Demobilization	LS	1	\$100,000.00	\$100,000.00	\$20,778.00	\$20,778.00	\$128,691.00	\$128,691.00
2	Preparation and Implementation of Erosion Control Plan	LS	1	\$15,000.00	\$15,000.00	\$5,737.00	\$5,737.00	\$13,512.00	\$13,512.00
3	Traffic Control Plan	LS	1	\$5,000.00	\$5,000.00	\$59,356.00	\$59,356.00	\$11,536.00	\$11,536.00
4	Potholing	EA	51	\$800.00	\$40,800.00	\$1,124.00	\$57,324.00	\$1,139.00	\$58,089.00
					\$160,800.00		\$143,195.00		\$211,828.00
5	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair on unpaved road (along Turnbull Canyon Road)	LF	500	\$280.00	\$140,000.00	\$443.00	\$221,500.00	\$488.00	\$244,000.00
6	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair, and street repaving (Along Salt Lake Avenue)	LF	145	\$120.00	\$17,400.00	\$341.00	\$49,445.00	\$766.00	\$111,070.00
7	Furnish and Install 2" PVC pipe, including fittings, restraints, and protection for temporary above ground service	LF	370	\$350.00	\$129,500.00	\$94.00	\$34,780.00	\$56.00	\$20,720.00
8	Furnish and install 6" resilient wedge gate valve with valve can and cover	EA	2	\$6,000.00	\$12,000.00	\$4,071.00	\$8,142.00	\$2,800.00	\$5,600.00
9	Furnish and install 2" blow off	EA	3	\$10,000.00	\$30,000.00	\$11,357.00	\$34,071.00	\$8,867.00	\$26,601.00
10	Furnish and install new 1" water meter service lateral and new service meter and meter box	EA	2	\$7,500.00	\$15,000.00	\$6,875.00	\$13,750.00	\$9,039.00	\$18,078.00
11	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	1	\$9,000.00	\$9,000.00	\$7,041.00	\$7,041.00	\$10,560.00	\$10,560.00
12	Furnish & install 1" air release assembly	EA	1	\$15,000.00	\$15,000.00	\$9,869.00	\$9,869.00	\$12,650.00	\$12,650.00
13	Furnish and install end cap	EA	1	\$2,500.00	\$2,500.00	\$1,177.00	\$1,177.00	\$34.00	\$34.00
14	Hydrostatic Testing, Flushing and Disinfection	LS	1	\$15,000.00	\$15,000.00	\$14,036.00	\$14,036.00	\$12,366.00	\$12,366.00
					\$385,400.00		\$393,811.00		\$461,679.00
15	Sawcut and remove existing PCC Sidewalk including base	SF	144	\$50.00	\$7,200.00	\$11.00	\$1,584.00	\$51.00	\$7,344.00
16	Sawcut and remove existing PCC Curb and Gutter including base	LF	66	\$60.00	\$3,960.00	\$69.00	\$4,554.00	\$63.00	\$4,158.00
17	Sawcut and remove existing PCC Driveway including base	SF	32	\$115.00	\$3,680.00	\$143.00	\$4,576.00	\$395.00	\$12,640.00
18	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair and street repaving	LF	1180	\$380.00	\$448,400.00	\$391.00	\$461,380.00	\$279.00	\$329,220.00
19	Jack and bore 12" steel casing and install casing spacers and end seals	LF	23	\$4,000.00	\$92,000.00	\$8,512.00	\$195,776.00	\$7,970.00	\$183,310.00
20	Furnish and install 2" blow off	EA	2	\$20,000.00	\$40,000.00	\$10,994.00	\$21,988.00	\$9,300.00	\$18,600.00
21	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	6	\$15,000.00	\$90,000.00	\$6,672.00	\$40,032.00	\$7,035.00	\$42,210.00
22	Furnish and install new 2" water meter service lateral and reconnect to existing service meter	EA	2	\$15,000.00	\$30,000.00	\$8,760.00	\$17,520.00	\$7,500.00	\$15,000.00
23	Furnish & install 1" air release assembly	EA	2	\$15,000.00	\$30,000.00	\$9,338.00	\$18,676.00	\$11,160.00	\$22,320.00
24	Construct PCC Sidewalk per City of Industry Std. Plan 115, including base material	SF	144	\$25.00	\$3,600.00	\$43.00	\$6,192.00	\$122.00	\$17,568.00
25	Construct PCC Curb and Gutter per City of Industry Std. Plan 112, including base material	LF	66	\$140.00	\$9,240.00	\$152.00	\$10,032.00	\$162.00	\$10,692.00
26	Construct PCC Driveway, including base material (See Attachment No. 1)	SF	32	\$170.00	\$5,440.00	\$173.00	\$5,536.00	\$240.00	\$7,680.00
27	Hydrostatic Testing, Flushing and Disinfection	LS	1	\$20,000.00	\$20,000.00	\$14,036.00	\$14,036.00	\$8,464.00	\$8,464.00
					\$783,520.00		\$801,882.00		\$679,206.00
					\$1,329,720.00		\$1,338,888.00		\$1,352,713.00



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

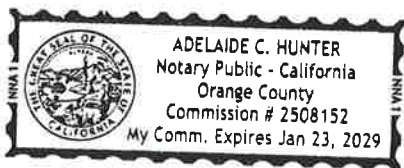
State of California )  
County of Orange )

On JUN 03 2025 before me, Adelaide C. Hunter, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Ryan Butterfas  
*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 A. Hunter  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Ryan Butterfas, Linda D. Coats, Matthew J. Coats and Summer Reyes of Laguna Hills, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 12<sup>th</sup> day of April 2024.

*Rupert H.D. Swindells*

Rupert HD Swindells, Assistant Secretary

*Warren Eichhorn*

Warren Eichhorn, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 12<sup>th</sup> day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Contursi*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 3rd day of June, 2025.



*Rupert H.D. Swindells*

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

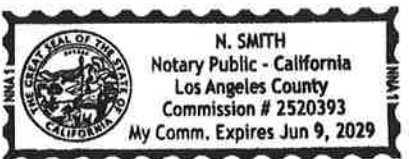
State of California }  
County of Los Angeles } ss.

On June 17, 2025 before me, N. Smith, Notary  
(here insert name and title of the officer)  
personally appeared Jason Roehrborn

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/~~he~~/she/~~she~~/it executed the same in his/~~his~~/her/~~her~~/its authorized capacity(ies), and that by his 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.

Seal



WITNESS my hand and official seal.  
*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: Bid Bond # of Pages: 1

## Notes

City of Industry - Turnbull Canyon Road and Salt Lake Ave Waterline Imp

CITY OF INDUSTRY  
15625 Mayor Dave Way  
City of Industry, CA 91744

**ADDENDUM NO. 1**  
TO THE CONTRACT DOCUMENTS FOR:

CITY OF INDUSTRY  
CONTRACT NO. IPU-0014  
TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE  
IMPROVEMENTS

June 5, 2025

**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**
- II. PLANETBIDS QUESTIONS AND ANSWERS**
- III. PLANS**

**I. SPECIFICATIONS:**

1. **SECTION C, BID SCHEDULE, PAGES C-4 AND C-5**, replace with the attached pages C-4R and C-5R. The PlanetBids bid schedule has been revised as well as the "Bid Package for Upload." Please use both the revised "Bid Package for Upload" and the online digital bid schedule for submitting bids.
2. **SECTION E SPECIAL PROVISION, PART 1 GENERAL PROVISION, SECTION 2 SCOPE OF THE WORK, SUB-SECTION 2-2 PERMITS, PAGE E-2**, *replace the first paragraph:*

The City has applied for a permit from Los Angeles County Department of Public Works (Permit no. PWRP2025003341). The Contractor shall be responsible for securing the actual permit, including proof of insurance, and shall be responsible for complying with all the requirements of the permit. City will reimburse the Contractor for any permit or inspection fees required by the Los Angeles County Department of Public Works.

3. **SECTION E SPECIAL PROVISION, PART 2 CONSTRUCTION MATERIALS, SECTION 203 – BITUMINOUS MATERIALS, SUB-SECTION 203-6.1 GENERAL, PAGE E-8, *replace the second paragraph:***

**Along Turnbull Canyon Road**

The contractor shall restore the trench with 5-inch Asphalt Concrete Type III, B2-PG-64-10, over backfill zone per Section F, Sub-section 2.02.

**Along Salt Lake Avenue**

The contractor shall restore the trench with Asphalt Pavement (2-inch thick Type C2-PG 64-10, over 8-inch thick Type III, B2-PG-64-10) over 18-inch crushed aggregate base on top of backfill zone per Section F, Sub-section 2.02.

4. **SECTION E SPECIAL PROVISION, PART 6 TEMPORARY TRAFFIC CONTROL SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONE, SUB-SECTION 601-2.1 GENERAL, PAGE E-21, *add the following:***

Excavation or trenching shall not be left open during non-working hours. They shall be plated over with traffic bearing steel plates.

Open trenches that are required to be opened to traffic shall be plated over with traffic-bearing steel plates recessed with adjacent roadway surfaces unless otherwise directed by the City Engineer.

5. **SECTION F TECHNICAL SPECIFICATION, PART 2 MATERIALS, SECTION 2.01 BACKFILL AND COMPACTION – PAVEMENT ZONE, PAGE F-5, *replace the first paragraph:***

**Along Turnbull Canyon Road**

The contractor shall restore the trench with 5-inch Asphalt Concrete Type III, B2-PG-64-10, over backfill zone per Section F, Sub-section 2.02.

**Along Salt Lake Avenue**

The contractor shall restore the trench with Asphalt Pavement (2-inch thick Type C2-PG 64-10, over 8-inch thick Type III, B2-PG-64-10) over 18-inch crushed aggregate base on top of backfill zone per Section F, Sub-section 2.02.

## II. PLANETBIDS QUESTIONS & ANSWERS

1. **QUESTION: Will the bid results be provided immediately after the deadline?**  
*ANSWER: The Bid Results will be available on PlanetBids after bid deadline.*
2. **QUESTION: Is there a DBE goal for this project?**  
*ANSWER: There is no DBE goal as part of this project.*

## III. PLANS

The following sheets have been revised:

1. Contract Drawing No. 4
2. Contract Drawing No. 6

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

**SHADING INDICATES CHANGES  
MADE IN ADDENDUM NO. 1**

**PLEASE NOTE THAT UNIT  
PRICES SHALL ONLY BE  
ENTERED ONLINE WITHIN THE  
PLANETBIDS™ SOFTWARE. BID  
SCHEDULE PAGES C-4  
THROUGH C-12 ARE REQUIRED  
TO BE SUBMITTED AS A PDF  
UPLOAD VIA PLANETBIDS PER  
CHECKLIST ON PAGE B-6**

**SECTION C  
BID SCHEDULE**

FOR

INDUSTRY PUBLIC UTILITIES  
PROJECT NO. 014

**TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE  
IMPROVEMENTS**

CONTRACT NO. IPU-0014

BIDDER: GENTRY BROTHERS INC.

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
<b>SCHEDULE A – GENERAL ITEMS</b>					
1.	Mobilization and Demobilization	LS	1		
2.	Preparation and Implementation of Erosion Control Plan	LS	1		
3.	Traffic Control Plan	LS	1		
4.	Potholing	EA	51		
<b>SCHEDULE B – TURNBULL CANYON ROAD IMPROVEMENTS PHASE – 1A</b>					
5.	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair on unpaved road (along Turnbull Canyon Road)	LF	500		
6.	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair, and street repaving (Along Salt Lake Avenue)	LF	145		
7.	Furnish and Install 2" PVC pipe, including fittings, restraints, and protection for temporary above ground service	LF	370		
8.	Furnish and install 6" resilient wedge gate valve with valve can and cover	EA	2		
9.	Furnish and install 2" blow off	EA	3		
10.	Furnish and install new 1" water meter service lateral and new service meter and meter box	EA	2		
11.	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	1		
12.	Furnish & install 1" air release assembly	EA	1		
13.	Furnish and install end cap	EA	1		

**SHADING INDICATES CHANGES  
MADE IN ADDENDUM NO. 1**

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
14.	Hydrostatic Testing, Flushing and Disinfection	LS	1		
<b>SCHEDULE C – SALT LAKE AVENUE IMPROVEMENTS PHASE – 1C</b>					
15.	Sawcut and remove existing PCC Sidewalk including base	SF	144		
16.	Sawcut and remove existing PCC Curb and Gutter including base	LF	66		
17.	Sawcut and remove existing PCC Driveway including base	SF	32		
18.	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair and street repaving	LF	1,180		
19.	Jack and bore 12" steel casing and install casing spacers and end seals	LF	23		
20.	Furnish and install 2" blow off	EA	2		
21.	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	6		
22.	Furnish and install new 2" water meter service lateral and reconnect to existing service meter	EA	2		
23.	Furnish & install 1" air release assembly	EA	2		
24.	Construct PCC Sidewalk per City of Industry Std. Plan 115, including base material	SF	144		
25.	Construct PCC Curb and Gutter per City of Industry Std. Plan 112, including base material	LF	66		
26.	Construct PCC Driveway, including base material (See Attachment No. 1)	SF	32		
27.	Hydrostatic Testing, Flushing and Disinfection	LS	1		
				<b>GRAND TOTAL</b>	

I hereby certify that on 6-17, 2025, JASON ROEHARSON  
(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 the Bid Schedule.

By:

GENTRY BROTHERS INC

CONTRACTOR NAME

jason@gentrybrothers.net  
EMAIL ADDRESS

1000002240

DIR #

JASON ROEHARSON

PRINT NAME

[Signature]  
SIGNATURE



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On JUN 03 2025 before me, Adelaide C. Hunter, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Ryan Butterfas  
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 A. Hunter  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ryan Butterfas, Linda D. Coats, Matthew J. Coats and Summer Reyes of Laguna Hills, California**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 12<sup>TH</sup> day of April 2024.

*Rupert HD Swindells*

Rupert HD Swindells, Assistant Secretary

*Warren Eichhorn*

Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 12<sup>th</sup> day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Contursi*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

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FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 3rd day of June, 2025.



*Rupert HD Swindells*

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

# California Acknowledgment Form

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State of California }  
County of Los Angeles } ss.

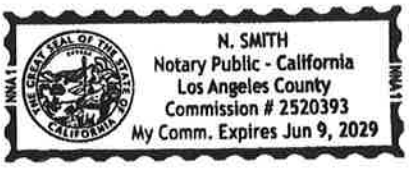
On June 17, 2025 before me, N. Smith, Notary  
(here insert name and title of the officer)  
personally appeared Jason Roehrborn

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 signature ~~(s)~~ on the instrument the person ~~(s)~~, ~~X~~ 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.

Seal

WITNESS my hand and official seal.



*[Handwritten Signature]*

Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: Bid Bond # of Pages: 1

## Notes

City of Industry - Turnbull Canyon Road and Salt Lake Ave Waterline Imp

**BID RESULTS**

INDUSTRY PUBLIC UTILITIES  
PROJECT NO. 014

TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS

CONTRACT NO. IPU-0014

**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.

1. I will provide securities (escrow account) in lieu of monies to be withheld to  
(Initials) ensure performance under the contract as per Section D63, General Provisions.
- JK*   2. I will not provide securities in lieu of monies to ensure performance under the  
(Initials) contract. I understand retention will be held by the Industry Public Utilities per  
Section D22, General Provisions.

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 Industry Public Utilities 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 IPU 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 17 day of JUNE, 2025.

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

Bidder Gentry Brothers, Inc.  
384 E Live Oak Ave  
Irwindale, Ca 91706

  
Signature

Mailing Address

JASON ROBERTSON  
Print Name

City/State/Zip

VICE PRESIDENT  
Title

(626) 357-9631  
Telephone

397682 A  
License No./Class

( )  
Fax

12-31-25  
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, Item 4 - Signature of Bid).

**AFFIX CORPORATE SEAL**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:**

- The signature on this form (Bidder's Information Sheet, Pages C-7 and C-8) must be acknowledged before a Notary Public with an Acknowledgement Form attached.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

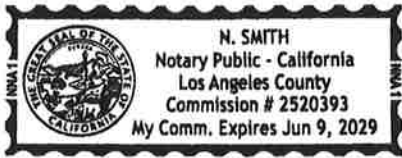
State of California }  
County of Los Angeles } ss.

On June 17, 2025 before me, N. Smith, Notary,  
(here insert name and title of the officer)  
personally appeared Jason Roehrborn

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 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.

Seal



WITNESS my hand and official seal.  
*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: Bidder's Information Sheet # of Pages: 1

## Notes

City of Industry - Turnbull Canyon Road and Salt Lake Ave Waterline Imp

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

INDUSTRY PUBLIC UTILITIES  
PROJECT NO. 014

TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS

CONTRACT NO. IPU-0014

JASON ROENRBOARD, being first duly sworn, deposes and says that  
Name

he or she is VICE PRESIDENT, of GENTRY BROTHERS INC,  
Title Name of Firm

397682 A  
License Number Classification

12-31-25  
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 INDUSTRY PUBLIC UTILITIES.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6-17-25  
DATE

[Signature]  
SIGNATURE

- Note:**
- The signature on this form (Contractor's License Affidavit, Page C-9) must be acknowledged before a Notary Public with an Acknowledgement Form attached.
  - If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

# California Acknowledgment Form

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State of California }  
County of Los Angeles } ss.

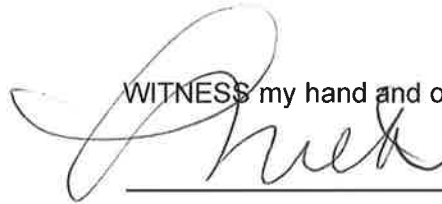
On June 17, 2025 before me, N. Smith, Notary  
(here insert name and title of the officer)  
personally appeared Jason Roehrborn

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/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

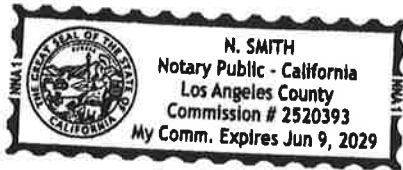
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Seal

WITNESS my hand and official seal.



Signature of Notary



## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: Contractor's License Affidavit # of Pages: 1

## Notes

City of Industry - Turnbull Canyon Road and Salt Lake Ave Waterline Imp

**BIDDER'S LIST OF CONSTRUCTION TRADES**

In submitting this bid for the following project:

INDUSTRY PUBLIC UTILITIES  
PROJECT NO. 014

TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS

CONTRACT NO. IPU-0014


GENTRY BROTHERS INC

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 checked="" type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL FINISHER         | <input type="checkbox"/> DRYWALL/LATHERS     |
| <input type="checkbox"/> ELECTRICIANS        | <input type="checkbox"/> ELEVATOR MECHANIC        | <input type="checkbox"/> GLAZIERS                 | <input type="checkbox"/> IRON WORKERS        |
| <input checked="" type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS              | <input checked="" type="checkbox"/> OPERATING ENG | <input type="checkbox"/> PAINTERS            |
| <input type="checkbox"/> PILE DRIVERS        | <input type="checkbox"/> PIPE TRADES              | <input type="checkbox"/> PLASTERERS               | <input type="checkbox"/> ROOFERS             |
| <input type="checkbox"/> SHEET METAL         | <input type="checkbox"/> SOUND/COMM               | <input type="checkbox"/> SURVEYORS                | <input checked="" type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS        |   |   |  |

  
\_\_\_\_\_  
Signature of Authorized  
Representative of Bidder

**NON-COLLUSION DECLARATION**

INDUSTRY PUBLIC UTILITIES  
PROJECT NO. 014

TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS

CONTRACT NO. IPU-0014

CONTRACTOR:

GENTRY BROTHERS INC

BUSINESS ADDRESS:

Gentry Brothers, Inc.  
384 E Live Oak Ave  
Irwindale, Ca 91706

In submitting this bid for the project:

I, JASON ROETHRBOEN, 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 IRWINDALE  
California, this 17 day of JUNE, 2025

  
SIGNATURE

**Note:**

- The signature on this form (Non-Collusion Declaration, Page C-11) must be acknowledged before a Notary Public with an Acknowledgement Form attached.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

# California Acknowledgment Form

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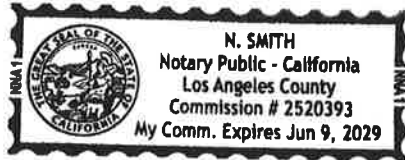
State of California }  
County of Los Angeles } ss.

On June 17, 2025 before me, N. Smith, Notary,  
(here insert name and title of the officer)  
personally appeared Jason Roehrborn

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/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his 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.

Seal



WITNESS my hand and official seal.  
*[Handwritten Signature]*  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: Non-Collusion Declaration # of Pages: 1

## Notes

City of Industry - Turnbull Canyon Road and Salt Lake Ave Waterline Imp

## **SUBCONTRACTORS LISTING**

INDUSTRY PUBLIC UTILITIES  
PROJECT NO. 014

TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS

CONTRACT NO. IPU-0014

(See Paragraph 14 - Instructions to Bidders)

- **Please note that all subcontractors are to be inputted online only using the PlanetBids™ Subcontractor module.**

**CONTRACTOR REFERENCE VERIFICATION**

INDUSTRY PUBLIC UTILITIES  
PROJECT NO. 014

TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS

CONTRACT NO. IPU-0014

CONTRACTOR: GENTRY BROTHERS INC

Company: Gentry Brothers, Inc.  
Address: 384 E Live Oak Ave  
Inwindale, Ca 91706

Contact Name: JASON ROEBORN  
Title: VICE PRESIDENT  
Phone Number: 626-357-9671

Email: jason@gentrybrothers.net

Project Description: \_\_\_\_\_

ATTACHED

Date of Completion: \_\_\_\_\_ Awarded \$ amount: \_\_\_\_\_

Comments: \_\_\_\_\_

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ Awarded \$ amount: \_\_\_\_\_

Comments: \_\_\_\_\_

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Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Completion: \_\_\_\_\_ Awarded \$ amount: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job
Walnut		Emergency Work - Lemon Creek		85	\$ 14,800.00	1/8/2020 - 1/17/2020
Covina	626-384-5236	Trip Road Imp/Phase II	Kristen Weger	85	\$ 1,728,775.00	2/3/2020 - 5/5/2020
Downey	562-622-3468	Capital Improvement Project #19-04 - Samoline Avenue	Desi Gutierrez	85	\$ 717,800.00	2/3/2020 - 5/19/2020
La Verne	909-596-8750	Emergency - Channel Crossings	Anthony Ciotti	85	\$ 26,000.00	1/27/2020 - 01/30/2020
Baldwin Park	626-960-4011	Maine Avenue - PH I	Sam Gutierrez	84	\$ 1,715,418.60	3/9/2020 - 6/30/2020
Baldwin Park	626-960-4011	ATP Cycle 3 Pacific Ave.	Sam Gutierrez	88	\$ 2,112,094.90	5/13/2020 - 10/2/2020
West Covina	626-939-8425	FY 2019-20 Residential Street Rehabilitation	Miguel Hernandez	89	\$ 969,070.55	6/1/2020 - 6/12/2020
Sierra Madre	626-355-7135	FY 2019-20 Street Improvement	Bruce Inman	85	\$ 443,940.10	4/20/2020 - 5/19/2020
Diamond Bar	909-839-7010	CDBG Area 1 Curb Ramp Project #60106919	Tommye Cribbins	89	\$ 129,820.00	6/8/2020 - 7/21/2020
Pomona		Street Preservation - #428-68561 FY19-20		90	\$ 1,866,732.42	6/24/2020 - 12/23/2020
Rancho Cucamonga	909-477-270	2019/20 Arterial Pavement Rehabilitation - #800-2017-11	Shelley Hayes	91	\$ 856,368.00	8/20/2020 - 11/6/2020
Covina		Badillo Street Rehabilitation - #P1901-W2003		88	\$ 2,484,067.00	8/3/2020 - 1/27/2021
Baldwin Park	626-960-4011	Morgan Park Parking Lot - City Project#CIP20-163	Sam Gutierrez	90	\$ 390,920.00	5/13/2020 - 9/22/2020
Claremont	909-399-5459	Guardrail Replacement	Michelle Gonzales	89	\$ 48,500.00	7/22/2020 - 8/19/2020
Chino		FY 15/16 Alley Reconstruction		95	\$ 1,816,952.85	12/7/2020 - 10/4/2021
Montclair	909-625-9444	Holt Boulevard Pavement Rehabilitation	Steve Stanton	89	\$ 886,393.28	10/5/2020 - 11/17/2020
Covina	626-384-5236	Concrete Repairs	Kristen Weger	95	\$ 156,737.50	10/5/2020 - 10/30/2020
Industry		Temple Ave Dual Right Turn CITY-1458		91	\$ 498,028.00	1/13/2021 - 3/19/2021
La Verne		"D" Street Overlay Parkway Renovation		90	\$ 98,718.00	12/7/2020 - 12/22/2020
Upland		Alley & Access Road Improvements #8801/8802/8803/86001		91	\$ 803,780.60	12/7/2020 - 5/4/2021
Brea		Country Lane Street Rehabilitation		91	\$ 279,738.24	1/13/2021 - 2/11/2021
Downey		Telegraph Road Throughput & Safety Enhancements	Jasmine Fakhouri	99	\$ 6,322,707.13	5/3/2021 - 3/4/2022

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job
Pomona		ADA Path of Travel, CDBG #428-6855, ADA Curb Ramps #428-67929	Michael Lee	94	\$ 1,323,000.00	3/22/2021 - 11/10/2021
El Monte	626-580-2065	Valley Mall & Monterey	Kristen Lloyd	88	\$ 29,050.00	2/9/2021 - 2/12/2021
NA		Cal Spas Drainage	NA	93	\$ 84,104.00	02/19/2021 - 02/22/2021
Pomona		Local Street Preservation 20-21 #428-68562	Daniel Chang	94	\$ 1,644,001.44	3/29/2021 - 12/10/2021
Alhambra	626-570-5015	2020Concrete Repair Improvements #N2M20-161		91	\$ 437,260.20	5/3/2021 - 7/13/2021
Duarte	626-357-7931	2020-2021 Street Rehabilitation	Teresa Renteria	90	\$ 343,393.44	4/12/2021 - 5/4/2021
West Covina	626-939-8425	FY 20-21 Resential Street Rehabilitation #21020	Miguel Hernandez	94	\$ 1,374,712.02	6/1/2021 - 8/10/2021
Monterey		Atlantic Water Main		95	\$ 885,503.40	TERMINATED
Ontario		Water Main Replacement PH I	Cunthia Torres	97	\$ 3,671,129.39	9/27/2021 - 10/6/2022
Arcadia	626-256-6653	Live Oak Rehabilitation	Kevin Merrill	92	\$ 1,566,620.23	8/9/2021 -10/13/2021
Alhambra	626-570-5090	Water Main & Street Rehabilitation	Lauren Myles	95	\$ 981,161.10	2/11/2021 - 7/11/2022
Covina		Street Rehabilitation	Rafael Fajardo	97	\$ 1,317,227.25	7/30/2021 -11/10/2021
San Dimas	909-394-6248	Covina et al Street Improvement CC2021-03	Shari Garwick	92	\$ 1,298,484.70	9/27/2021 - 3/25/2022
Covina	626-384-5236	Vita Pakt Main Replacement	Rafael Fajardo	92	\$ 398,060.00	8/19/2021 - 11/24/2021
Rancho Cucamonga		FY 21-22 Pavement Rehabilitation #8002021-02	Romeo David	93	\$ 1,178,830.84	10/25/2021 - 2/22/2022
Montebello	323-887-1460	Beach Street Pavement	Samantha Chenelia	96	\$ 926,849.00	4/1/2022 - 8/22/2022
Upland	909-291-2946	Civic Center Area Paving & ADA Improvements #82336 & #74004	Bob Critchfield	92	\$ 369,993.00	2/23/2022 - 7/1/2022
Chino Hills	909-364-2766	Los Serranos Safe Routes to School East #ST210005	Steve Nix	97	\$ 866,872.80	3/7/2022 - 7/29/2022
Chino	909-334-3415	Alley/Sanitation Rehabilitation FY 202-21 @SN-211	Austin Pastovopit	98	\$ 1,423,393.75	3/14/2022 - 2/7/2023
Chino Hills	909-364-2862	Saddle Replacement PH 3 - #W17001	Michelle Smith	98	\$ 1,183,700.00	8/1/2022 - 2/3/2023
Montclair	909-625-9444	Zone 5 & 6 Street Rehabilitation #21002	Steve Stanton		\$ 3,598,603.23	6/15/2022 - 3/31/2023

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job
Glendora	626-335-6175	Cullen Avenue Wawter & Street Improvements #1317 & #1329	Joseph Velosa	92	\$ 411,180.90	1/31/2022 - 3/15/2022
Montclair	909-625-9444	Modular Restroom Facilities	Steve Stanton	95	\$ 71,380.00	9/1/2022 - 9/21/2022
Ontario		Water Main Replacement PHII			\$ 6,733,323.98	3/13/2023 - 11/13/2024
Rancho Cucamonga	909-477-2730	CDBG Concrete Rehabilitation	Kenneth Fung	96	\$ 1,378,207.60	5/2/2022 - 2/16/2023
Covina		Citrus Avenue Rehabilitation Project #P2010			\$ 1,430,352.25	9/9/2022 - 6/5/2023
Arcadia	626-256-6653	2021/2022 Annual Concrete Repairs #55331022	Jacquelyn Mercado		\$ 105,730.00	7/22/2022 - 8/23/2022
Pomona	909-620-2238	Street Preservation FY 21-22 #426-68572	Daniel Chung	101	\$ 2,335,605.90	7/28/2022 - 3/13/2023
Covina	626-384-5236	Miscellaneous Concrete Project #P2203	Valerie Cortez	92	\$ 119,521.00	5/31/2022 - 6/23/2022
Downey	562-904-7110	City Yard Maintenance Pavement Rehabilitation #CIP 22-24	Edward Torres	95	\$ 223,405.00	6/23/2022 - 7/13/2022
Covina	626-384-5236	Front Street Water Main Installation	Rafael Fajardo	105	\$ 1,430,352.25	6/29/2023 - 8/29/2023
La Verne		Sidewalk Replacement Various Locations PO#34317		97	\$ 99,633.00	8/15/2022 - 8/29/2022
Claremont		Claremont Blvd & Monte Vista Accessibility Improvements Project CIP 2021-1	Steve	105	\$ 585,765.00	9/21/2022 - 1/3/2023
Chino Hills	909-364-2811	Woodview Road Pavement Rehabilitation PHII #ST20012	Deborah Hill	105	\$ 320,931.00	6/19/2023 - 7/28/2023
La Verne	909-596-8750	Old Town Streetscape Improvements		104	\$ 1,624,894.20	11/14/2022 - 10/3/2023
Montclair	909-625-9444	CDBG Target Area Alley Improvements	Steve Stanton	102	\$ 976,909.28	12/5/2022 - 1/31/2023
Brea	714-671-4450	Country Hills Subdivision Pavement & Water Imp PH 2 #CIP 7322		103	\$ 2,125,523.60	2/1/2023 - 10/3/2023
Rancho Cucamonga	909-477-2740	FY 22/23 Local Overlay Pavement Rehabilitation		106	\$ 4,751,061.00	2/1/2023 - 10/24/2023
Pomona	909-802-7415	Street Rehab - District 4 & 5 - #428-67922 - Fed STPL-5070(038	Michael Lee	104	\$ 1,539,544.74	2/8/2023 - 10/24/2023
Glendora	626-335-6175	Bennett Water & Street Improvements	Michael Dinh	100	\$ 4,431,996.50	5/8/2023 - 7/2/2024
Glendora	626-335-6175	Cumberland Water & Street Improvements	Michael Dinh	100	\$ 3,836,908.00	5/10/2023 - 7/2/2024

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job
Walnut	909-594-9702	FY 22-23 Green Streets Project	Jason Weiday	105	\$ 203,975.00	1/16/2023 -10/19/2023
Chino Hills		Pipeline Ave/Retaining Wall		97	\$ 56,330.00	5/1/2023 -5/17/2023
Covina		Workman Street Improvements	Rafael Fajardo	105	\$ 602,835.00	5/22/2023 - 8/7/2023
Rancho Cucamonga		Hermosa Avenue Street Widening/Pavement Rehabilitation	Romeo David	104	\$ 1,069,056.00	6/19/2023 - 10/5/2023
Claremont		Towne Avenue Complete Street Improvements Project CJP 2022-04			\$ 5,025,132.40	8/21/2023 - 3/4/2025
Arcadia	626-256-6653	2021 Misc Arterial Rehabilitation 1st Ave. Street Project		106	\$ 1,321,361.10	7/5/2023 - 12/19/2023
Covina		Rowland Avenue Street Rehabilitation #P2204/#P2314			\$ 2,987,785.00	10/30/2023 - 3/15/2024
Arcadia		Downtown Alley Improvements #41854121			\$ 1,768,534.00	11/30/2023 - In Progress
Lynwood		Priority 2 PH 2B Street Improvements #4011.68.123			\$ 1,952,000.00	1/16/2024 - 4/5/2024
South El Monte		Merced Avenue Greeway Project #0407			\$ 9,098,474.00	1/16/2024 - In Progress
South El Monte		FY 24-25 Pavement Rehabilitation #640			\$ 1,953,040.00	10/15/2024 - 1/17/2025
La Verne		A-Line Station Pedestrian Bridge Drainage #1401102		105	\$ 64,500.00	11/20/2023 - 11/2/2023
Covina		Covina Heights Water & Street Improvements			\$ 2,177,140.00	4/12/2024 - 10/2/2024
Pomona		Mult-Neighborhood Pedestrian & Bike Improvements			\$ 15,032,088.00	3/18/2024 - In Progress
Montclair		Arrow Hwy & Fremont Street Improvements			\$ 588,920.00	2/21/2024 - 1/17/2025
Rancho Cucamonga		West Foothill Blvd. #800-2023-13			\$ 6,711,088.30	3/18/2024 - 2/11/2025
Pomona		Local Street (FY23-24) Improvements - 428-68592			\$ 3,060,050.50	7/22/2024 - In Progress
Arcadia		Baldwin Avenue Streetscape			\$ 3,945,080.28	8/23/2024 - In Progress
La Habra		Monte Vista Street Rehab #2-R-22			\$ 858,940.00	8/13/2024 - 12/18/2024
Covina		Covina - Covina Heights Paving			\$ 1,970,770.00	9/26/2024 - 12/11/2024
Rancho Cucamonga		6th Street Pavement Rehabilitation #800-2023-14			\$ 870,019.68	10/18/2024 - 2/17/2025



City of Industry

Bid Results for Project TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS (IPU-0014)

Issued on 05/15/2025

Bid Due on June 17, 2025 10:00 AM (PDT)

Exported on 06/17/2025

Line Totals (Unit Price \* Quantity)

Item No	Description	UOM	Qty	Gentry Brothers, Inc. - Unit Price	Gentry Brothers, Inc. - Line Total
1	Mobilization and Demobilization	LS	1	\$45,000.00	\$45,000.00
2	Preparation and Implementation of Erosion Control Plan	LS	1	\$30,000.00	\$30,000.00
3	Traffic Control Plan	LS	1	\$160,000.00	\$160,000.00
4	Potholing	EA	51	\$300.00	\$15,300.00
					\$250,300.00
5	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair on unpaved road (along Turnbull Canyon Road)	LF	500	\$220.00	\$110,000.00
6	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair, and street repaving (Along Salt Lake Avenue)	LF	145	\$220.00	\$31,900.00
7	Furnish and Install 2" PVC pipe, including fittings, restraints, and protection for temporary above ground service	LF	370	\$120.00	\$44,400.00
8	Furnish and install 6" resilient wedge gate valve with valve can and cover	EA	2	\$8,000.00	\$16,000.00
9	Furnish and install 2" blow off	EA	3	\$6,000.00	\$18,000.00
10	Furnish and install new 1" water meter service lateral and new service meter and meter box	EA	2	\$3,500.00	\$7,000.00
11	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	1	\$3,000.00	\$3,000.00
12	Furnish & install 1" air release assembly	EA	1	\$3,500.00	\$3,500.00
13	Furnish and install end cap	EA	1	\$2,500.00	\$2,500.00
14	Hydrostatic Testing, Flushing and Disinfection	LS	1	\$12,000.00	\$12,000.00
					\$248,300.00
15	Sawcut and remove existing PCC Sidewalk including base	SF	144	\$8.00	\$1,152.00
16	Sawcut and remove existing PCC Curb and Gutter including base	LF	66	\$45.00	\$2,970.00

Item No	Description	UOM	Qty	Gentry Brothers, Inc. - Unit Price	Gentry Brothers, Inc. - Line Total
17	Sawcut and remove existing PCC Driveway including base	SF	32	\$10.00	\$320.00
18	Furnish and Install new 6" DIP Class 350 Piping including fittings, thrust blocks, restraints, trench repair and street repaving	LF	1180	\$220.00	\$259,600.00
19	Jack and bore 12" steel casing and install casing spacers and end seals	LF	23	\$3,200.00	\$73,600.00
20	Furnish and install 2" blow off	EA	2	\$4,800.00	\$9,600.00
21	Furnish and install new 1" water meter service lateral and reconnect to existing service meter	EA	6	\$3,500.00	\$21,000.00
22	Furnish and install new 2" water meter service lateral and reconnect to existing service meter	EA	2	\$6,000.00	\$12,000.00
23	Furnish & install 1" air release assembly	EA	2	\$3,500.00	\$7,000.00
24	Construct PCC Sidewalk per City of Industry Std. Plan 115, including base material	SF	144	\$9.00	\$1,296.00
25	Construct PCC Curb and Gutter per City of Industry Std. Plan 112, including base material	LF	66	\$75.00	\$4,950.00
26	Construct PCC Driveway, including base material (See Attachment No. 1)	SF	32	\$12.00	\$384.00
27	Hydrostatic Testing, Flushing and Disinfection	LS	1	\$12,000.00	\$12,000.00
					\$405,872.00
					\$904,472.00



## CONTRACTORS STATE LICENSE BOARD

### Contractor's License Detail for License # 397682

**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 6/30/2025 11:14:51 AM

#### Business Information

GENTRY BROTHERS INC  
384 LIVE OAK AVE  
IRWINDALE, CA 91706  
Business Phone Number:(626) 357-9631

**Entity** Corporation  
**Issue Date** 12/16/1980  
**Expire Date** 12/31/2026

#### License Status

**This license is current and active.**

**All information below should be reviewed.**

#### Classifications

[A - GENERAL ENGINEERING](#)

#### Bonding Information

##### Contractor's Bond

This license filed a Contractor's Bond with [FEDERAL INSURANCE COMPANY](#).

**Bond Number:** 82394682

**Bond Amount:** \$25,000

**Effective Date:** 01/01/2023

[Contractor's Bond History](#)

##### Bond of Qualifying Individual

The qualifying individual WAYNE J GENTRY JR 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:** 12/09/2016

This license has workers compensation insurance with the [INSURANCE COMPANY OF THE WEST](#)

**Policy Number:**WSD507865900

**Effective Date:** 07/01/2024

**Expire Date:** 07/01/2025

[Workers' Compensation History](#)

**Workers' compensation classification code(s):**

5507 - Street/Road Construction-grading

5205 - Description Unavailable

8227 - Construction/Erection Permanent Yards

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

**The board does not verify or investigate the accuracy of classification codes displayed.**

Other

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

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[Home](#) > [Customer Account Lookup](#) > 1000002240 - GENTRY BROTHERS INC

1000002240 - GENTRY BROTHERS INC

## Customer Account Lookup

PWCR

1000002240

Contractor Status

DIR Approved

CSLB

397682

Business Phone

6263579631

Ext

Registration Start Date

Legal Entity Name

Doing Business As (DBA)

Business Structure

President

Email

Registration End Date

Crafts

## Address

Mailing Address

Mailing Address - City

Mailing Address - State

CA

Mailing Address - Zip

91706

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

## Related Lists

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**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 Mayor Dave Way  
 City of Industry, CA 91744

**Project Title:** IPU-0014, Turnbull Canyon Road and Salt Lake Avenue Waterline Improvements

**Project Location - Specific:** Turnbull Canyon Road and Salt Lake Avenue

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

**Description of Project:** The scope of work involves construction of pipelines for the conveyance of water, including the trenching, shoring, backfilling, compacting, paving, and surfacing as necessary to complete the installation of such pipelines and providing construction zone traffic control. This project will replace existing pipes with the 1800 linear feet of 6 inch in diameter ductile iron pipes.

**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 Class 1, minor alterations of existing public facilities
- Statutory Exemptions. *State code number:*

**Reasons why project is exempt:** The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15301 Class 1, minor alterations to existing public facilities, involving negligible and no expansion of existing or former use. This project will replace existing water line pipes with the 1800 linear feet of 6 inch in diameter ductile iron pipes. including the trenching, shoring, backfilling, compacting, paving, and surfacing as necessary to complete the installation of such pipelines and providing construction zone traffic control.

**Lead Agency**

Contact Person: Mathew Hudson                      Telephone: (626) 333-2211

Signature: \_\_\_\_\_                      Date: July 10, 2025

Title: Director of Public Works

ITEM NO. 6.5



# INDUSTRY PUBLIC UTILITIES COMMISSION

## MEMORANDUM

**TO:** President and Commissioners

**FROM:** Joshua Nelson, Public Utilities Director

**STAFF:** Mathew Hudson, Director of Public Works  
James Cramsie, Sr. Director of Engineering  
Justin Aguilar, Field Operations Project Manager

**DATE:** July 10, 2025

**SUBJECT:** Consideration of Amendment No. 1 to the Maintenance Services Agreement with Ocean Blue Environmental Services, Inc., for On-Call Hazardous Waste Removal and Clean Up Services, extending the term through June 30, 2028, revising the rate schedule and updating the address for IPU

---

### **Background:**

On June 11, 2020, the Industry Public Utilities (“IPU”) approved a Maintenance Services Agreement (“Agreement”) with Ocean Blue to provide the IPU with a 24/7 emergency response to HAZMAT spills and provide many non-emergency services such as developing and maintaining an inventory of hazardous material in the IPU-owned facilities and equipment with update reports every six months as well such as routine HAZMAT collections and disposals, and stormwater catch basins/lines cleanup if applicable.

### **Discussion:**

Ocean Blue continues to provide IPU with a 24/7 emergency response to HAZMAT spills and provide many non-emergency services as well such as routine HAZMAT collections and disposals, homeless encampments cleanup and stormwater catch basins/lines cleanup. The Agreement expired on June 30, 2025, and Staff recommends extending the contract with Ocean Blue through June 30, 2028. Additionally, it is necessary to revise the rate schedule to reflect their current rates and update the address for IPU.

### **Fiscal Impact:**

There is no fiscal impact associated with this Amendment

### **Recommendation:**

It is recommended that the Industry Public Utilities Commission approve Amendment No. 1 to the Maintenance Services Agreement with Ocean Blue

### **Exhibits:**

1. Amendment No. 1 to the Maintenance Services Agreement with Ocean Blue Environmental Services, Inc. dated July 10, 2025
2. Rate Schedule
3. Ocean Blue Original Agreement



**EXHIBIT B, RATE SCHEDULE**

The Rate Schedule is hereby rescinded in its entirety and replaced with rates set forth in Attachment 2, attached hereto and incorporated herein by reference.

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

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

**“IPU”**  
**Industry Public Utilities**

**“CONTRACTOR”**  
**Ocean Blue Environmental Services, Inc.**

By: \_\_\_\_\_  
Joshua Nelson, Public Utilities Director

By: \_\_\_\_\_  
Justin Lee, President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Commission Secretary

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, General Counsel

**ATTACHMENT 2**  
**EXHIBIT B**  
**RATE SCHEDULE**

Line Item	Job Titles/Classification	Unit of Measure	Unit Price (Straight Time)	Overtime (M-F After 5pm)	Weekends	Holidays
1	Hazmat Project Manager	Hours				
2	Hazmat Supervisor	Hours				
3	Health & Safety Manager	Hours				
4	Chemist	Hours				
5	Equipment Operator/Driver	Hours				
6	Hazmat Technician	Hours				
7	Hazmat Hygienist	Hours				
8	Hazmat Foreman	Hours				
9	Industrial Laborer	Hours				

**EQUIPMENT**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Vacuum Truck with Operator. Contractor shall bill vehicle cost for actual hours performed. Include the latest fuel surcharge.	8	Hours		
a	100 – 120 BBL (Mild Steel)	8	Hours		
b	50 – 70 BBL (Mild Steel)	8	Hours		
c	100 – 140 BBL (Stainless Steel)	8	Hours		
d	Vacuum Truck (holding charge beyond 24 hours)	8	Hours		
2	Stakebed Truck with Liftgate	8	Hours		
3	Roll off Truck with Operator, 20 YD	8	Hours		
4	Bin Delivery Fee	1	Hours		
5	Bin Rental	1	Hours		
6	Backhoe	8	Hours		
7	Skid steer Loader/Bobcat	8	Hours		
8	Loader, 3 yard Bucket	8	Hours		
9	Emergency Response Trailer	2	Day		
10	Heavy Equipment Delivery/Pickup	2	Hours		
11	120 Barrel Vacuum Truck w/Operator	8	Hours		
12	Roll-Off Truck with Operator	8	Hours		
13	Vactor/Jetter Combo Unit	8	Hours		
14	Mini Guzzler, Trailer Mounted	8	Hours		
15	Gear Truck, <1 Ton	2	Day		
16	Gear Truck, 1 Ton to 3 Ton	2	Day		
17	Pressure Washer, Single Unit	8	Hours		
18	Pressure Washer, Double Unit	8	Hours		
19	Generator, 4 to 7.5 KW	2	Day		
20	Portable Light Tower	2	Day		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
21	Roll-Off Bin, 10-40 Cubic Yard	4	Day		
22	Drum Mounted Vacuum	2	Day		
23	Personnel Decon Station	2	Day		
24	HazCat Kit	1	Day		
25	HazCat Kit Test	1	Each		
26	Chest Waders	4	Day		
27	Emergency Egress Bottle/5 Minute Escape Pack	4	Day		
28	Full Face Respirator	4	Day		
29	Harness/Lanyard	2	Each		
30	LEL/O2/H2S/CO Meter	2	Day		
31	PID/HNU/OVA Meter	2	Day		
32	SCBA	2	Day		
33	Mercury Meter-(J505,Lumex or comparable)	1	Day		
34	Mercury Vacuum, Including Filter	1	Day		
35	Hepa Vacuum, Including Filter Set	1	Day		
36	Tripod and Winch	2	Day		
37	Chemical Suit/ Acid Suit	2	Each		
38	Saranex Tyvek Suit	4	Each		
39	Disposable White Tyvek Suit	4	Each		
40	Poly Coated Yellow Tyvek	4	Each		
41	Steel Toe PVC/Nitrile Boot	4	Each		
42	Disposable Overboot	4	Each		
43	HD Black Rubber Gloves	4	Each		
44	Leather Gloves	4	Each		
45	Level A Protective Gear	2	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
46	Respirator Cartridges, Combo	4	Set		
47	Plastic Sheeting, 20'x100', 10 mil	1	Roll		
48	Plastic Sheeting, 20'x100', 6 mil	1	Roll		
49	Plastic Bags, 20"x30", 50/box	1	Box		
50	Roll-Off Box Liner	4	Each		
51	5 gallon Pail, UN Rated	2	Each		
52	55 Gallon Closed Top	2	Each		
53	55 Gallon Poly	2	Each		
54	85 Gallon Steel Overpack	2	Each		
55	95 Gallon Poly Overpack	2	Each		
56	Floor Dry Absorbent	10	Bag		
57	Chemical Stabilizer Absorbent, 35 lb.	2	Bag		
58	Oil Snare on Rope, 50 ft. per Bag	1	Bag		
59	Sorbent Pads, 100 per Bale	1	Bale		
60	Mercury Amalgam	5	LB		
<b>TOTAL</b>					

**MATERIAL**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Bleach	2	Gallon		
2	Kerosene	2	Gallon		
3	Hand Cleaner	1	Gallon		
4	Marine Cleaner	2	Gallon		
5	Simple Green	2	Gallon		
6	Carbon Canister	1	Each		
7	5 gallon pail	5	Each		
8	55 gal. (empty) open top Steel drums with lids & rings	10	Each		
9	Tri-Wall Cubic Yard Boxes, include liner and pallet, UN Rated	50	Cubic Yard Box		
10	30 Gallon Open Top Steel Drums, UN Rated	4	Each		
11	16 Gallon Open Top Steel Drums, UN Rated	4	Each		
12	55 Gallon Open Top Poly Drum, UN Rated	4	Each		
13	30 Gallon Open Top Poly Drum, UN Rated	4	Each		
14	15 Gallon, Open Top Poly Drum, UN Rated	4	Each		
<b>TOTAL</b>					

**EMERGENCY RESPONSE (PERSONNEL)**

Line Item	Job Title/Classification	Estimated Annual Hours	Unit of Measure	Unit Price (Premium)	Total
1	Hazmat Project Manager	10	Hours		
2	Hazmat Supervisor	10	Hours		
3	Health & Safety Manager	10	Hours		
4	Equipment Operator/Driver	10	Hours		
5	Hazmat Technician	10	Hours		
6	Hazmat Hygienist	10	Hours		
7	Hazmat Foreman	10	Hours		
8	Industrial Laborer	10	Hours		

**EXHIBIT A TO AMENDMENT NO. 1  
MAINTENANCE SERVICES AGREEMENT WITH OCEAN BLUE  
ENVIRONMENTAL SERVICES, INC. DATED JUNE 11, 2020**

## CITY OF INDUSTRY

### MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of March 26, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Ocean Blue Environmental Services, Inc., a California corporation ("Contractor"). City and Contractor are hereinafter collectively referred to as the "Parties".

#### RECITALS

**WHEREAS**, City desires to engage Contractor to perform the services described herein, and Contractor 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 Contractor agree as follows:

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 27, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

(a) Contractor 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 City. The Services shall be performed by Contractor, unless prior written approval is first obtained from 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) Contractor shall perform all Services in a manner reasonably satisfactory to City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing maintenance services for on-call hazardous waste removal and clean up, serving a municipal agency.

(d) Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor 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 Contractor'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.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Contractor was an employee, agent, appointee, or official of City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse City for any sums paid to the Contractor. Contractor 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) Contractor 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 Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services. Contractor shall maintain all licenses required to perform the Services, including but not limited to, the following: Class A General Engineering Contractors license with Hazardous Substances Removal Certification, State of California Highway Patrol Hazardous Materials Transportation License, State of California License to Transport Hazardous Materials issued by the Department of Motor Vehicles, Federal Environmental Protection Agency License, Trauma Scene Waste Management Practitioner License, Medical Waste Hauler Registration License, and Incident Command System Certification- ICS-200 or ICS-300.

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Thousand Dollars (\$100,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor 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 City. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

(c) Contractor 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 City disputes any of Contractor's fees it shall give written notice to Contractor 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) Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. COI shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, COI, 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, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor 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. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor 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) Contractor 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 Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, 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 Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

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

(a) 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 Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If 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, City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to City pursuant to Section 5 of this Agreement.

## **7. OWNERSHIP OF DOCUMENTS**

(a) Contractor 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. Contractor 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. Contractor 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 City and may be used, reused, or otherwise disposed of by City without the permission of the Contractor. With respect to computer files, Contractor shall make available to City, at the Contractor's office, and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor 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 Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of City.

## **8. INDEMNIFICATION**

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

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless 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 Contractor, its officers, agents, or employees (or any agency or individual that Contractor 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, Contractor 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 Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, or employees of Contractor.

### **(c) Environmental indemnity**

The Contractor shall conduct all aspects of its operation in compliance with all state and federal environmental laws, rules and regulations. The Contractor shall immediately inform the City of any investigation, citation or legal action by any regulatory agency related to the Contractor's obligations under this Agreement and shall defend, indemnify and hold

harmless the City and the Indemnified Parties from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of the Contractor's failure to comply with any state or federal law, regulation or rule.

(d) **DUTY TO DEFEND.** In the event 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, Contractor shall have an immediate duty to defend City at Contractor's cost or at City's option, to reimburse 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 Contractor and City, as to whether liability arises from the sole negligence of City or its officers, employees, or agents, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent. Contractor 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**

Contractor 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 CONTRACTOR**

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

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

## **11. LEGAL RESPONSIBILITIES**

The Contractor 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 Contractor shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

**12. UNDUE INFLUENCE**

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of 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 City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, 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 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 Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, or agents, shall not without written authorization from 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 City, unless otherwise required by law or court order. (b) Contractor shall promptly notify City should Contractor, its officers, employees, or agents, 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 City, unless Contractor is prohibited by law from informing City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Contractor 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 Contractor in such proceeding, Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. 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 COI: City of Industry  
15625 E. Stafford Street  
City of Industry, CA 91744  
  
Attention: Troy Helling, 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 Contractor: Justin Lee, Director  
Ocean Blue Environmental Services, Inc.  
925 West Esther Street  
Long Beach, CA 90813

**16. ASSIGNMENT**

The Contractor shall not assign or subcontract the performance of this Agreement, nor any part thereof, nor any monies due hereunder.

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

City and Contractor 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 Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, 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 Contractor 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 Contractor 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.

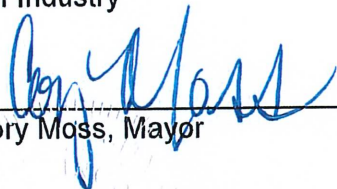
**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

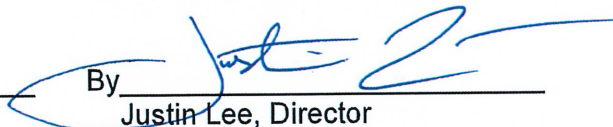
The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

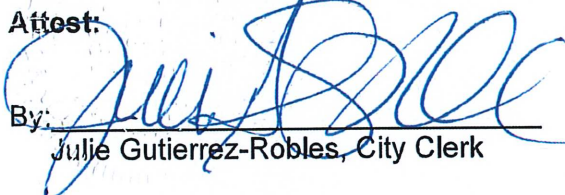
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

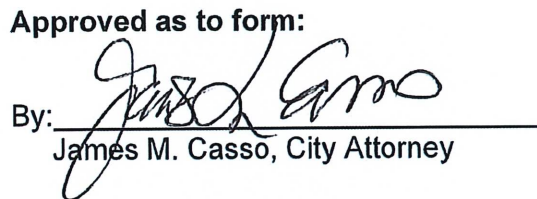
**"City"**  
City of Industry

**"CONTRACTOR"**  
Ocean Blue Environmental Services, Inc.

By:   
Cory Moss, Mayor

By:   
Justin Lee, Director

**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

Contractor shall perform on-call HAZMAT response services in the City's public right-of-way and at City-owned facilities. Scope of work shall include, but is not limited to, the following, on an as-needed basis:

- 24/7 Emergency Response for HAZMAT Spill Cleanup
- Confined space Cleanup
- Trauma Scene Cleanup
- Homeless Encampments Cleanup
- Stormwater Management (jetting/cleaning lines or catch basins)
- Remediation of Soil (schedule the dig & haul)
- Underground Storage Tanks (investigations, schedule the removal and disposal, UST closure reporting)
- HAZMAT waste management (categorization, packing, hauling for disposal)

EXHIBIT B  
RATE SCHEDULE

The following rates apply to the Services performed under this Agreement:

<u>1. HAZARDOUS WASTE-TRAINED PERSONNEL</u>	<u>HOURLY RATE</u>		
<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER-TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	121.50	159.30	159.30
SUPERVISOR	93.60	111.60	127.80
CHEMIST / INDUSTRIAL HYGIENIST	186.30	213.30	213.30
LEAD TECHNICIAN	64.80	94.50	123.30
EQUIPMENT OPERATOR	62.10	93.60	119.70
TECHNICIAN	58.50	82.80	108.00
ILWU (INT. LONGSHORE & WHSE UNION) TECH	81.90	122.40	164.70

<u>2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES</u>	<u>HOURLY RATE</u>
UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	51.30
GEAR TRUCK W/ LIFTGATE	51.30
EMERGENCY RESPONSE UNIT - LARGE	238.50
EMERGENCY RESPONSE UNIT - SMALL	165.60
CREW VAN	45.00
BOB CAT W/SOLID TIRES	55.80
VACUUM TRAILER - 20 BBL	55.80
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	136.80
VACUUM TRUCK - 120 BBL*	156.60
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	177.30
AIR EXCAVATOR*	136.80
HYDRO EXCAVATOR*	253.80
OMNI VAC - 85 BBL*	253.80
JETTER / VACTOR COMBO UNIT*	253.80
ROLL-OFF TRUCK*	136.80
ROLL-OFF TRUCK AND TRAILER*	156.60
DUMP TRUCK - 10 WHEEL*	96.30
<u>PREVAILING WAGE</u>	190.80

Personnel and equipment with operator rate:

45' FLAT BED*	111.60
25' EQUIPMENT TRAILER	36.00
STREET SWEEPER	90.00

"\*" DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	139.50	DAILY
6-PACK BREATHING AIR BOTTLES	279.90	DAILY
5-MINUTE EGRESS AIR BOTTLE	39.60	DAILY
TRIPOD W/DOUBLE WINCHES	250.20	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	36.00	DAILY
COPPUS BLOWER	202.50	DAILY
4-GAS AIR MONITOR	306.90	DAILY
PID METER	424.80	DAILY
MERCURY VAPOR ANALYZER	531.90	DAILY
OVA MONITOR	371.70	DAILY
PERSONAL 4 GAS METER	253.80	DAILY
ELECTRIC BLOWER	81.90	DAILY

4. TRAFFIC CONTROL

ARROW BOARD	227.70	DAILY
PORTABLE DECON STATION W/ARROWBOARD	304.20	DAILY
BARRICADES W/ REFLECTORS, EACH	33.30	DAILY
DELINEATOR/REFLECTIVE, EACH	1.80	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	16.20	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	2.70	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	37.80	DAILY

5. CLEANING EQUIPMENT

AIR COMPRESSOR	43.20	HOURLY
CHEMICAL DIAPHRAGM PUMP	319.50	DAILY
DECONTAMINATION STATION	217.80	DAILY
DIAPHRAGM PUMP	228.60	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	0.90	DAILY
HYDROBLASTER	80.10	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	111.60	DAILY
STEAM MACHINE 1,000 PSI 22 GPM	72.00	HOURLY
STEAM MACHINE 3,500 PSI 6 GPM	62.10	HOURLY
PORTABLE TRASH PUMP	213.30	DAILY
SUBMERSIBLE PUMP	189.00	DAILY
AIR SCRUBBERS PORTABLE	177.30	DAILY
HEPA FILTERS FOR SCRUBBERS	132.30	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	202.50	DAILY
3 STALL DECONTAMINATION SHOWER	304.20	DAILY

6. PORTABLE STORAGE UNITS

20-YARD BIN, OPEN TOP	26.10	DAILY
20-YARD BIN, CLOSED TOP	31.50	DAILY
40-YARD BIN, OPEN TOP	26.10	DAILY
40-YARD BIN, CLOSED TOP	33.30	DAILY

4" TANK MANIFOLD	19.80	DAILY
BIN LINERS	54.00	EACH

7. OIL SPILL EQUIPMENT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	213.30	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	159.30	DAILY
BOOM 8"x12" (DEPLOYED)	1.80	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	0.90	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	136.80	HOURLY
22' x 8' SELF POWERED BARGE	91.80	HOURLY
19' TOOL SPILL BOAT W/90HP	91.80	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	76.50	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	60.30	HOURLY
12' PUNTS	36.00	HOURLY
12' PUNTS W/ 5HP MOTOR	45.00	HOURLY
SPLASH ZONE 2-PART SEALER	167.40	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	15.30	DAILY
15 LBS ANCHORS W/ 10' CHAIN	10.80	DAILY
24" BOEYS	15.30	DAILY
EMERGENCY RESPONSE TRAILER	478.80	DAILY
ROPE MOP SKIMMER	159.30	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	213.30	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	64.80	HOURLY
SKIMMER TRAILER	213.30	DAILY
ABSORBENT BOOM TRAILER	159.30	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	278.10	DAILY
FORKLIFT TRAILER	100.80	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	51.30	EACH
15 GALLON DOT DRUM, POLY	51.30	EACH
16 GALLON DOT DRUM, STEEL	51.30	EACH
20 GALLON DOT DRUM, STEEL	54.00	EACH
30 GALLON DOT DRUM, POLY	54.00	EACH
30 GALLON DOT DRUM, STEEL	54.00	EACH
5 GALLON DOT DRUM	18.90	EACH
55 GALLON DOT DRUM, POLY	63.00	EACH
55 GALLON DOT DRUM, STEEL	62.10	EACH
55 GALLON DOT DRUM, BIO	40.50	EACH
85 GALLON DRUM, OVERPAK, STEEL	227.70	EACH
95 GALLON DRUM, OVERPAK, POLY	227.70	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	79.20	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	79.20	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	37.80	PER GALLON
BLEACH	4.50	PER GALLON
CHEMICAL POLY TOTES	328.50	EACH
CHLOR-D-TECT Q4000	18.90	EACH

CITRI-CLEAN, 55 GALLON	850.50	PER DRUM
DIESEL FUEL (EQUIPMENT)	5.40	PER GALLON
DRUM LINER	2.70	EACH
DUCT TAPE	6.30	PER ROLL
FACE SHIELD	13.50	EACH
HAND AUGER	89.10	DAILY
HEPA VACUUM FILTER PROTECTORS	20.70	EACH
HEPA VACUUM REPLACEMENT BAGS	20.70	EACH
OIL SORBENT POM POMS	58.50	PER BALE
PLASTIC BAGS	76.50	PER BOX
PLASTIC SHEETING	76.50	PER ROLL
RAGS, 50 LB BOX	69.30	PER BOX
ROPE 1/2 POLY, 100' ROLL	33.30	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	37.80	PER ROLL
SAMPLE JARS - 1QT	13.50	EACH
SAND BAGS	3.60	EACH
SHRINK WRAP	31.50	ROLL
SIMPLE GREEN	13.50	PER GALLON
SODA ASH	6.30	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	424.80	PER BALE
SORBENT BOOM, 8"x10"	55.80	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	91.80	PER BALE
SUPERFINE, 25 LB BAG	18.90	PER BAG
TRIWALL BOXES	159.30	EACH
VACTOR FLEX HOSE 4"	1.80	PER FOOT
VACTOR FLEX HOSE 6"	2.70	PER FOOT

#### 9. TOOLS AND OTHER EQUIPMENT

BIO-HAZARD "BLOOD" SPILL KIT	106.20	EACH
BOAT HOOKS 3'-9' TELESCOPING	7.20	DAILY
BOBCAT SWEEPER ATTACHMENT	225.00	DAILY
CHEST WADERS	63.00	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	152.10	DAILY
COM-A-LONG - 4000 LBS	6.30	DAILY
CUTTING TORCH	153.90	DAILY
DRUM SAMPLING ROD (GLASS)	7.20	EACH
DRUM VACUUM - 55 GALLON	122.40	DAILY
EXTENSION LADDER	13.50	DAILY
EYEWASH STATION	33.30	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTOR)	227.70	DAILY
FORK LIFT	225.00	DAILY
GENERATOR, 10KV TRAILER MOUNTED	36.00	HOURLY
GENERATOR, 5500 WATTS	126.90	DAILY
HAND TOOLS	54.00	DAILY
HAND WASHING STATION	51.30	DAILY
HAZ-CAT KIT	20.70	PER TEST
HEAVY DUTY JETTER NOZZLES	241.20	DAILY

HEPA VACUUM (DRY)	159.30	DAILY
HIP WADERS	54.00	DAILY
HUDSON SPRAYER	20.70	DAILY
JACK HAMMER 90 LBS	126.90	DAILY
LIFE JACKETS	16.20	DAILY
LIGHT STAND (2 BULBS)	37.80	DAILY
LIGHT TOWER (4 BULBS)	304.20	DAILY
MEALS ON SPILLS	7.20	EACH
MERCURY VACUUM	531.90	DAILY
NON-SPARKING COLD CUTTER / RIVET BUSTER	100.80	DAILY
NON-SPARKING COLD CUTTER TIPS	31.50	EACH
PER DIEM ALLOWANCE ON TRAVEL	167.40	DAILY
PICKS "MINERS"	2.70	DAILY
PLUG & DIKE, 1 LB CAN	26.10	EACH
POLY SIPHON (POGO) PUMP	19.80	EACH
PORTABLE RESTROOM W/SINK	159.30	DAILY
PROFILING FEE (PER WASTE STREAM)	80.10	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	42.30	DAILY
SAWZALL	84.60	DAILY
SKIL SAW	37.80	DAILY
STEEL SPIKES, 36"	5.40	DAILY
TRANSFER HOSES, 1 - 4"	45.00	DAILY
TRUCK RAMPS (30,000 LBS)	304.20	DAILY
VAPOR TIGHT DROP LIGHTS	159.30	DAILY
VENTILATION FAN	122.40	DAILY
WATER METER	266.40	DAILY
WATER TANK TRAILER W/ PUMP	360.00	DAILY
DRUM DOLLY	25.20	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	505.80	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	159.30	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	69.30	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	33.30	PER SET

MINIMUM CHARGES

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

HOLIDAYS OBSERVED

New Year's Day

Labor Day

Martin Luther King's Jr.'s Birthday

President's Day

Memorial Day

Fourth of July

Columbus Day

Veteran's Day

Thanksgiving Day and day after

Christmas Day

DEFINITIONS

Straight Time: Monday through Friday, from 7:00 a.m. to 4:00 p.m.

Overtime: Monday through Friday, before 7:00 a.m. and after 4:00 p.m., and all day on Saturdays

Premium Time: Sundays, following Holidays

EXHIBIT C

INSURANCE REQUIREMENTS

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

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000.00 per occurrence, \$10,000,000.00 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.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000.00 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 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 Contractor 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.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

**Environmental Impairment Liability Insurance.** Contractor shall maintain environmental impairment liability insurance which shall be written on a form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. Said policy shall include an endorsement for "materials in transit". The policy limit shall be no less than \$5,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations."

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

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

**Primary/noncontributing.** Coverage provided by Contractor 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 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor 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 City's Risk Manager.

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

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

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not

intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

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

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, 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 Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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