NOTICE OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

TO THE MEMBERS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT, AND ALL OTHER INTERESTED PARTIES:

NOTICE is hereby given that the Successor Agency of the Industry Urban-Development Agency will hold a Special Meeting on Monday, January 25, 2016 at 8:30 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, City of Industry, California 91744, to consider the following and to take actions in connection therewith:

1. Call to Order

2. Flag Salute

3. Roll Call

4. Public Comment

5. **BOARD MATTERS**

5.1 Consideration of the minutes of the October 8, 2015 special meeting of the Successor Agency to the Industry Urban-Development Agency.

RECOMMENDED ACTION: Approve the minutes, with Board Member Haber abstaining.

5.2 Consideration of the Statement of Investment Policy.

RECOMMENDED ACTION: Approve as submitted.

5.3 CONSIDERATION OF RESOLUTION NO. SA 2016-01 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AFFIRMING ITS APPROVAL OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND THE CITY OF INDUSTRY FOR 150 HACIENDA BOULEVARD, CITY OF INDUSTRY, AND MAKING THE REQUISITE CEQA FINDINGS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-01.

5.4 CONSIDERATION OF RESOLUTION NO. SA 2016-02 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AFFIRMING ITS APPROVAL OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND THE CITY OF INDUSTRY FOR 220 HACIENDA BOULEVARD, CITY OF

INDUSTRY, AND MAKING THE REQUISITE CEQA FINDINGS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-02.

5.5 CONSIDERATION OF RESOLUTION NO. SA 2016-03 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AFFIRMING ITS APPROVAL OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND THE CITY OF INDUSTRY FOR 242 HACIENDA BOULEVARD, CITY OF INDUSTRY, AND MAKING THE REQUISITE CEQA FINDINGS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-03.

5.6 Consideration of Resolution No. SA 2016-01 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 16-17) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 FOR THE ONE YEAR FISCAL PERIOD COMMENCING JUNE 1, 2016 AND TAKING CERTAIN RELATED ACTIONS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-01.

5.7 Consideration of Resolution No. SA 2016-02 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING A PROPOSED ADMINISTRATIVE BUDGET FOR THE YEAR PERIOD COMMENCING JUNE 1, 2016, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j) AND TAKING CERTAIN RELATED ACTIONS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-02.

5.8 Consideration of Amendment No. 1 to Consultant Contract No. 14-LEIGHTON 13-01 MP 99-31 #26 for Leighton Consulting to perform additional geotechnical engineering and testing services for all remaining phases of the Diamond Bar Creek Improvements, as identified in Line Item No. 150 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Amendment.

5.9 Consideration of Work Authorization No. 2 for CNC Engineering to provide additional construction administration, inspection, staking , and final designs and specifications for all the remaining phases of the Diamond Bar Creek Improvements, as identified in Line Item No. 148 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Work Authorization.

5.10 Consideration of Amendment No. 1 to Consultant Contract No. 14-SAGE 13-01 MP 99-31 #26 for Sage Environmental to perform additional biological and regulatory compliance service for all remaining phases of the Diamond Bar Creek Improvements, as identified in Line Item No. 166 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Amendment.

5.11 Consideration of Amendment No. 1 to Consultant Contract No. 14-PBLA 13-01 MP 99-31 #16 for PBLA Engineering to perform additional grading and drainage design and construction support for the Industry Business Center Improvements, as identified in Line Item No. 193 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Amendment.

5.12 Consideration of Amendment No. 1 to Consultant Contract No. 14-LEIGHTON 13-01 MP 99-31 #16 for Leighton Consulting to perform geotechnical services, as identified in Line Item No. 194 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Amendment.

5.13 Consideration of Work Authorization No. 2 for CNC Engineering to provide additional construction administration, inspection, staking , and final designs and specifications for the Industry Business Center Improvements, as identified in Line Item No. 196 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Work Authorization.

5.14 Consideration of Amendment No. 2 to Consultant Contract No. 14-SCS 13-01 MP 99-31 #16 for SCS Field Services to perform additional landfill engineering services, as identified in Line Item No. 221 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Amendment.

5.15 Consideration of Contract Completion documents for Contract No. IBC-0383R, Industry Business Center 66KV Transmission Line Relocation Project: International Line Builders, in the amount of $663,961.18.

RECOMMENDED ACTION: Authorize the Agency Engineer to execute and file contract completion documents, and to receive and file the final accounting.

6. Adjournment.

Mark D. Radecki, Chairman
Successor Agency to the
Industry Urban-Development Agency

Dated: January 22, 2016

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

SPECIAL MEETING AGENDA
JANUARY 25, 2016 8:30 A.M.
Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Agency:

- ***Agenda Items:*** *Members of the public may address the Successor Agency on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Successor Agency is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the Secretary prior to the Agenda item being called and prior to the individual being heard by the Successor Agency.*

- ***Public Comments (Agenda Items Only):*** *During oral communications, if you wish to address the Agency Board during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Agency Board concerning any item that has been described in the notice for the Special Meeting.*

Americans with Disabilities Act:

- *In compliance with the ADA, if you need special assistance to participate in any meeting (including assisted listening devices), please contact the Office of the Secretary to the Successor Agency (626) 333-2211. Notification of at least 72 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

Agendas and other writings:

- *In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the Secretary of the Successor Agency during regular business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m.*

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

5. **BOARD MATTERS**

5.1 Consideration of the minutes of the October 8, 2015 special meeting of the Successor Agency to the Industry Urban-Development Agency.

RECOMMENDED ACTION: Approve the minutes, with Board Member Haber abstaining.

5.2 Consideration of the Statement of Investment Policy.

RECOMMENDED ACTION: Approve as submitted.

5.3 CONSIDERATION OF RESOLUTION NO. SA 2016-01 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AFFIRMING ITS APPROVAL OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND THE CITY OF INDUSTRY FOR 150 HACIENDA BOULEVARD, CITY OF INDUSTRY, AND MAKING THE REQUISITE CEQA FINDINGS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-01.

5.4 CONSIDERATION OF RESOLUTION NO. SA 2016-02 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AFFIRMING ITS APPROVAL OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND THE CITY OF INDUSTRY FOR 220 HACIENDA BOULEVARD, CITY OF INDUSTRY, AND MAKING THE REQUISITE CEQA FINDINGS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-02.

5.5 CONSIDERATION OF RESOLUTION NO. SA 2016-03 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AFFIRMING ITS APPROVAL OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND THE CITY OF INDUSTRY FOR 242 HACIENDA BOULEVARD, CITY OF INDUSTRY, AND MAKING THE REQUISITE CEQA FINDINGS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-03.

5.6 Consideration of Resolution No. SA 2016-04- A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 16-17) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 FOR THE ONE YEAR FISCAL PERIOD COMMENCING JUNE 1, 2016 AND TAKING CERTAIN RELATED ACTIONS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-04.

5.7 Consideration of Resolution No. SA 2016-05 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING A PROPOSED ADMINISTRATIVE BUDGET FOR THE YEAR PERIOD COMMENCING JUNE 1, 2016, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j) AND TAKING CERTAIN RELATED ACTIONS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-05.

5.8 Consideration of Amendment No. 1 to Consultant Contract No. 14-LEIGHTON 13-01 MP 99-31 #26 for Leighton Consulting to perform additional geotechnical engineering and testing services for all remaining phases of the Diamond Bar Creek Improvements, as identified in Line Item No. 150 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Amendment.

5.9 Consideration of Work Authorization No. 2 for CNC Engineering to provide additional construction administration, inspection, staking , and final designs and specifications for all the remaining phases of the Diamond Bar Creek Improvements, as identified in Line Item No. 148 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Work Authorization.

5.10 Consideration of Amendment No. 1 to Consultant Contract No. 14-SAGE 13-01 MP 99-31 #26 for Sage Environmental to perform additional biological and regulatory compliance service for all remaining phases of the Diamond Bar Creek Improvements, as identified in Line Item No. 166 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Amendment.

5.11 Consideration of Amendment No. 1 to Consultant Contract No. 14-PBLA 13-01 MP 99-31 #16 for PBLA Engineering to perform additional grading and drainage design and construction support for the Industry Business Center Improvements, as identified in Line Item No. 193 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Amendment.

5.12 Consideration of Amendment No. 1 to Consultant Contract No. 14-LEIGHTON 13-01 MP 99-31 #16 for Leighton Consulting to perform geotechnical services, as identified in Line Item No. 194 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Amendment.

5.13 Consideration of Work Authorization No. 2 for CNC Engineering to provide additional construction administration, inspection, staking , and final designs and specifications for the Industry Business Center Improvements, as identified in Line Item No. 196 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Work Authorization.

5.14 Consideration of Amendment No. 2 to Consultant Contract No. 14-SCS 13-01 MP 99-31 #16 for SCS Field Services to perform additional landfill engineering services, as identified in Line Item No. 221 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Amendment.

5.15 Consideration of Contract Completion documents for Contract No. IBC-0383R, Industry Business Center 66KV Transmission Line Relocation Project: International Line Builders, in the amount of $663,961.18.

RECOMMENDED ACTION: Authorize the Agency Engineer to execute and file contract completion documents, and to receive and file the final accounting.

6. Adjournment.

SUCCESSOR AGENCY

ITEM NO. 5.1

CALL TO ORDER

The Regular Meeting of the Successor Agency to the Industry Urban-Development Agency was called to order by Chairman Radecki at 8:02 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Radecki.

ROLL CALL

PRESENT: Mark Radecki, Chairman
Cory Moss, Vice Chairman
Abraham Cruz, Board Member
Newell Ruggles, Board Member

ABSENT: Roy Haber, Board Member

IT WAS MOVED BY VICE CHAIR MOSS, AND SECOND BY CHAIRMAN RADECKI TO GRANT BOARD MEMBER HABER AN EXCUSED ABSENCE. MOTION CARRIED 4-0, WITH BOARD MEMBER HABER ABSENT.

STAFF PRESENT: Paul Philips, Executive Director; James Casso, Legal Counsel; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE PUN GROUP, LLP, TO PROVIDE AUDITING SERVICES FOR FISCAL YEAR 2015-2016

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER CRUZ TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CRUZ, RUGGLES, VC/MOSS, AND C/RADECKI
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	HABER
ABSTAIN:	BOARD MEMBERS:	NONE

CONSIDERATION OF FOURTH AMENDMENTS TO THE PURCHASE AND SALE AGREEMENT FOR THE PROPERTIES LOCATED AT THE EAST SIDE OF AZUSA AVENUE, NORTH OF RAILROAD STREET, AND 17300 CHESTNUT STREET; AND THE NORTHEAST CORNER OF PARRIOTT PLACE AND DON JULIAN ROAD

Legal Counsel Casso presented a report.

a. CONSIDERATION OF RESOLUTION NO. SA 2015-12 - RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING THE FOURTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND CT CHESTNUT, LLC, FOR THE PROPERTY LOCATED AT THE EAST SIDE OF AZUSA AVENUE, NORTH OF RAILROAD STREET, AND 17300 CHESTNUT STREET IN THE CITY OF INDUSTRY

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER RUGGLES TO ADOPT RESOLUTION NO. SA 2015-12. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CRUZ, RUGGLES, VC/MOSS, AND C/RADECKI
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	HABER
ABSTAIN:	BOARD MEMBERS:	NONE

b. CONSIDERATION OF RESOLUTION NO. SA 2015-13 - RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING THE FOURTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND CT PARRIOTT, LLC, FOR THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF PARRIOTT PLACE AND DON JULIAN ROAD IN THE CITY OF INDUSTRY

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER RUGGLES TO ADOPT RESOLUTION NO. SA 2015-13. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CRUZ, RUGGLES, VC/MOSS, AND C/RADECKI
NOES:	BOARD MEMBERS:	NONE

ABSENT:	BOARD MEMBERS:	HABER
ABSTAIN:	BOARD MEMBERS:	NONE

CONSIDERATION OF RESOLUTION NO. SA 2015-14 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING THE FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND GENERAL EQUITY COMPANY, LLC, FOR THE PROPERTY LOCATED AT 14624 AND 14700 NELSON AVENUE IN THE CITY OF INDUSTRY

Legal Counsel Casso presented a report.

MOTION BY BOARD MEMBER CRUZ, AND SECOND BY VICE CHAIR MOSS TO ADOPT RESOLUTION NO. SA 2015-14. MOTION CARRIED 4-0, WITH BOARD MEMBER HABER ABSENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CRUZ, RUGGLES, VC/MOSS, AND C/RADECKI
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	HABER
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

There being no further business, the Successor Agency to the Industry Urban-Development Agency adjourned.

Mark D. Radecki, Chairman

Diane M. Schlichting, Assistant Secretary

SUCCESSOR AGENCY

ITEM NO. 5.2

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

January 1, 2016

TO: Paul J. Philips, Executive Director

FROM: Phyllis Tucker, Finance Officer

SUBJECT: Statement of Investment Policy

Attached is a copy of the Statement of Investment Policy for the Successor Agency to the Industry Urban-Development Agency dated January 1, 2016, for all future investments, pursuant to Section 53601 and Section 53635 of the California Government Code, and Section 53603 of the Health and Safety Code.

My recommendation is that the Agency Board approve the Investment Policy.

Phyllis Tucker,
Finance Officer

c: City Council

Encl.-1

Administrative Offices • 15625 East Stafford Street • City of Industry, California 91744 • (626) 333-2211 • Fax: (626) 961-6795

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

January 1, 2016

STATEMENT OF INVESTMENT POLICY

Effecti ve this date. the following is the Investment Policy of the Finance Officer of the Successor Agency to the Industry Urban-Development Agency for all future investments.

Monies in the treasury not required for the immediate necessities of the Successor Agency to the Industry Urban-Development Agrncy may be invested in the following investments as authorized and more fully described in Section 53601 and Section 53635 of the California Government Code, and Section 33603 of the Health and Safety Code.

a. Securities of the U.S. Government, or its aqencies

b. Bonds, notes, warrants, or other evidence of indebtedness of the City of Industry

c. Inactive public deposits; non-negotiable and/or non-transferrable certificated of deposit

d. Bankers acceptances

e. Commercial papaer

f. Local Agencv Investment Fund (State pool) deposits (Govt. Code Section 16429.1)

g. Passbook savings account demand deposits

h. Repurchase agreements

i. Los Angeles County Investment Pool (Calif. Gov. Code Section 53684)

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January 1, 2016

STATEMENT OF INVESTMENT POLICY - cont'd.

j. It is the Agency's policy not to utilize reverse repurchase agreements or shares of beneficial interest issued by diversified management companies (mutual funds), unless that fund is composed entirely of securities of the U.S. Government, or such funds shall be restricted to sweep accounts. (Reverse repurchase agreements shall be permitted if they are assets of the Local Agency Investment Fund).

Phyllis Tucker, Finance Officer
Successor Agency to the
Industry Urban-Development Ag.

c: City Council

SUCCESSOR AGENCY

ITEM NO. 5.3

SUCCESSOR AGENCY TO THE

INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

TO: Honorable Chair and Agency Board Members

FROM: James M. Casso, Agency Counsel

DATE: January 20, 2016

SUBJECT: Consideration of Resolution Affirming Approval of the Purchase & Sale Agreement for 150 Hacienda Blvd., City of Industry and making CEQA Findings

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BACKGROUND: As you recall, on November 17, 2015, the City Council ("City") and Successor Agency to the Industry Urban-Development Agency (Agency") unanimously adopted a Purchase & Sale Agreement for 150 Hacienda Boulevard. The City will pay to the Agency $5,100,000.00.

Due to a computer glitch, the requisite findings pursuant to CEQA were not presented as a part of the Council and Agency's November 17 actions. The attached Resolution sets forth those findings and brings the purchase/sale, which awaits Oversight Board and Department of Finance approval, in compliance with California law.

DISCUSSION: The Agency has owned 150 Hacienda Boulevard for a number of years. The City wishes to acquire the property to add to and enhance the City Hall campus.

RECOMMENDATION: Staff recommends that the Agency approve the Resolution.

Attachment

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RESOLUTION NO. SA 2016-01

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AFFIRMING ITS APPROVAL OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND THE CITY OF INDUSTRY FOR 150 HACIENDA BOULEVARD, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos* ("*Matosantos*"), finding Assembly Bill X1 26 (the "Dissolution Act") largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court's decision in *Matosantos*, all California redevelopment agencies, including the Industry Urban-Development Agency of the City of Industry ("Agency"), were dissolved on February 1, 2012, and successor agencies, including the Agency, were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on September 22, 2011, the City Council of the City of Industry (the "City") adopted Resolution No. 2011-20 accepting for the City the role of Successor Agency, in accordance with the provisions of Health & Safety Code Section 34177(j); and

WHEREAS, under the provisions of Health & Safety Code Section 34191.4, once the Department of Finance ("Department") issues a finding of completion, successor agencies are provided with additional authority to carry out the wind down process; and

WHEREAS, in accordance with Health & Safety Code Section 34191.5, after the issuance of a finding of completion, successor agencies are required to prepare a Long Range Property Management Plan ("LRPMP"), which must identify all Agency-owned real property, and address the disposition and use of the real properties; and

WHEREAS, the Agency received its Finding of Completion from the Department on April 26, 2013; and

WHEREAS, the LRPMP was submitted to the Department, and was approved by the Department on February 21, 2014; and

WHEREAS, upon approval of the LRPMP by the Department, all Agency property was transferred to the Agency's Community Redevelopment Property Trust Fund; and

WHEREAS, the Agency owns certain property located at 150 Hacienda Boulevard. City of Industry, California; and

WHEREAS, pursuant to the provisions of the LRPMP, the Agency desires to sell the Property at its highest and best use, maximizing its value, in furtherance of the economic goals and as provided for in the City's General Plan; and

WHEREAS, the Agency desires to sell the Property to the City, via a Purchase and Sale Agreement (the "Agreement"), previously approved by both agencies on November 17, 2015. The purchase price is $5,100,000.00, which represents an amount equal to or greater than the current fair market value of the Property, as determined by an appraisal performed by R.P Laurain & Associates, Inc., John P. Laurain, ASA; and

WHEREAS, the purchase of the Property is exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the redevelopment of the Property in accordance therewith is in the best interests of the Agency and the health, safety and welfare of its residents, maximizes value, is consistent with the provisions of the LRPMP, and is consistent with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE SUCCESSOR AGENCY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Industry.

SECTION 3. The purchase of the Property is exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Based on these findings, the City Council adopts the Notice of Exemption and direct staff to file same as required by law, and affirm their respective approval of the purchase and sale of the Property.

SECTION 4. The Agency hereby directs staff to comply with all applicable statutes regarding the distribution of the sales proceeds to the Los Angeles County Auditor-Controller for distribution to the taxing entities.

SECTION 5. The Executive Director is hereby authorized to take such further actions as may be necessary to carry out the obligations set forth in this Resolution.

SECTION 6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 7. Certification. The Agency Secretary shall certify to the passage and adoption of this Resolution and enter it into the respective book of original resolutions.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of January 2016, by the following vote:

AYES: AGENCY BOARD MEMBERS:

NOES: AGENCY BOARD MEMBERS:

ABSENT: AGENCY BOARD MEMBERS:

ABSTAIN: AGENCY BOARD MEMBERS:

_____
Mark D. Radecki, Chairman

ATTEST:

_____
Diane M. Schlichting, Assistant Secretary

SUCCESSOR AGENCY

ITEM NO. 5.4

SUCCESSOR AGENCY TO THE

INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

TO: Honorable Chair and Agency Board Members

FROM: James M. Casso, Agency Counsel

DATE: January 20, 2016

SUBJECT: Consideration of Resolution Affirming Approval of the Purchase & Sale Agreement for 220 Hacienda Blvd., City of Industry and making CEQA Findings

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BACKGROUND: As you recall, on November 17, 2015, the City Council ("City") and Successor Agency to the Industry Urban-Development Agency (Agency") unanimously adopted a Purchase & Sale Agreement for 220 Hacienda Boulevard. The City will pay to the Agency $1,850,000.00.

Due to a computer glitch, the requisite findings pursuant to CEQA were not presented as a part of the Council and Agency's November 17 actions. The attached Resolution sets forth those findings and brings the purchase/sale, which awaits Oversight Board and Department of Finance approval, in compliance with California law.

DISCUSSION: The Agency has owned 220 Hacienda Boulevard for a number of years. The City wishes to acquire the property to add to and enhance the City Hall campus.

RECOMMENDATION: Staff recommends that the Agency approve the Resolution.

Attachment

RESOLUTION NO. SA 2016-02

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AFFIRMING ITS APPROVAL OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND THE CITY OF INDUSTRY FOR 220 HACIENDA BOULEVARD, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos* ("*Matosantos*"), finding Assembly Bill X1 26 (the "Dissolution Act") largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court's decision in *Matosantos*, all California redevelopment agencies, including the Industry Urban-Development Agency of the City of Industry ("Agency"), were dissolved on February 1, 2012, and successor agencies, including the Agency, were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on September 22, 2011, the City Council of the City of Industry (the "City") adopted Resolution No. 2011-20 accepting for the City the role of Successor Agency, in accordance with the provisions of Health & Safety Code Section 34177(j); and

WHEREAS, under the provisions of Health & Safety Code Section 34191.4, once the Department of Finance ("Department") issues a finding of completion, successor agencies are provided with additional authority to carry out the wind down process; and

WHEREAS, in accordance with Health & Safety Code Section 34191.5, after the issuance of a finding of completion, successor agencies are required to prepare a Long Range Property Management Plan ("LRPMP"), which must identify all Agency-owned real property, and address the disposition and use of the real properties; and

WHEREAS, the Agency received its Finding of Completion from the Department on April 26, 2013; and

WHEREAS, the LRPMP was submitted to the Department, and was approved by the Department on February 21, 2014; and

WHEREAS, upon approval of the LRPMP by the Department, all Agency property was transferred to the Agency's Community Redevelopment Property Trust Fund; and

WHEREAS, the Agency owns certain property located at 220 Hacienda Boulevard. City of Industry, California; and

WHEREAS, pursuant to the provisions of the LRPMP, the Agency desires to sell the Property at its highest and best use, maximizing its value, in furtherance of the economic goals and as provided for in the City's General Plan; and

WHEREAS, the Agency desires to sell the Property to the City, via a Purchase and Sale Agreement (the "Agreement"), previously approved by both agencies on November 17, 2015. The purchase price is $1,850,000.00, which represents an amount equal to or greater than the current fair market value of the Property, as determined by an appraisal performed by R.P Laurain & Associates, Inc., John P. Laurain, ASA; and

WHEREAS, the purchase of the Property is exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the redevelopment of the Property in accordance therewith is in the best interests of the Agency and the health, safety and welfare of its residents, maximizes value, is consistent with the provisions of the LRPMP, and is consistent with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE SUCCESSOR AGENCY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Industry.

SECTION 3. The purchase of the Property is exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Based on these findings, the City Council adopts the Notice of Exemption and direct staff to file same as required by law, and affirm their respective approval of the purchase and sale of the Property.

SECTION 4. The Agency hereby directs staff to comply with all applicable statutes regarding the distribution of the sales proceeds to the Los Angeles County Auditor-Controller for distribution to the taxing entities.

SECTION 5. The Executive Director is hereby authorized to take such further actions as may be necessary to carry out the obligations set forth in this Resolution.

SECTION 6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 7. Certification. The Agency Secretary shall certify to the passage and adoption of this Resolution and enter it into the respective book of original resolutions.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of January 2016, by the following vote:

AYES: AGENCY BOARD MEMBERS:

NOES: AGENCY BOARD MEMBERS:

ABSENT: AGENCY BOARD MEMBERS:

ABSTAIN: AGENCY BOARD MEMBERS:

_____
Mark D. Radecki, Chairman

ATTEST:

_____
Diane M. Schlichting, Agency Secretary

SUCCESSOR AGENCY

ITEM NO. 5.5

SUCCESSOR AGENCY TO THE

INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

TO: Honorable Chair and Agency Board Members

FROM: James M. Casso, Agency Counsel

DATE: January 20, 2016

SUBJECT: Consideration of Resolution Affirming Approval of the Purchase & Sale Agreement for 242 Hacienda Blvd., City of Industry and making CEQA Findings

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BACKGROUND: As you recall, on November 17, 2015, the City Council ("City") and Successor Agency to the Industry Urban-Development Agency (Agency") unanimously adopted a Purchase & Sale Agreement for 242 Hacienda Boulevard. The City will pay to the Agency $3,600,000.00.

Due to a computer glitch, the requisite findings pursuant to CEQA were not presented as a part of the Council and Agency's November 17 actions. The attached Resolution sets forth those findings and brings the purchase/sale, which awaits Oversight Board and Department of Finance approval, in compliance with California law.

DISCUSSION: The Agency has owned 242 Hacienda Boulevard for a number of years. The City wishes to acquire the property to add to and enhance the City Hall campus.

RECOMMENDATION: Staff recommends that the Agency approve the Resolution.

Attachment

RESOLUTION NO. SA 2016-03

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AFFIRMING ITS APPROVAL OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE AGENCY AND THE CITY OF INDUSTRY FOR 242 HACIENDA BOULEVARD, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos* ("*Matosantos*"), finding Assembly Bill X1 26 (the "Dissolution Act") largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court's decision in *Matosantos*, all California redevelopment agencies, including the Industry Urban-Development Agency of the City of Industry ("Agency"), were dissolved on February 1, 2012, and successor agencies, including the Agency, were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on September 22, 2011, the City Council of the City of Industry (the "City") adopted Resolution No. 2011-20 accepting for the City the role of Successor Agency, in accordance with the provisions of Health & Safety Code Section 34177(j); and

WHEREAS, under the provisions of Health & Safety Code Section 34191.4, once the Department of Finance ("Department") issues a finding of completion, successor agencies are provided with additional authority to carry out the wind down process; and

WHEREAS, in accordance with Health & Safety Code Section 34191.5, after the issuance of a finding of completion, successor agencies are required to prepare a Long Range Property Management Plan ("LRPMP"), which must identify all Agency-owned real property, and address the disposition and use of the real properties; and

WHEREAS, the Agency received its Finding of Completion from the Department on April 26, 2013; and

WHEREAS, the LRPMP was submitted to the Department, and was approved by the Department on February 21, 2014; and

WHEREAS, upon approval of the LRPMP by the Department, all Agency property was transferred to the Agency's Community Redevelopment Property Trust Fund; and

WHEREAS, the Agency owns certain property located at 242 Hacienda Boulevard. City of Industry, California; and

WHEREAS, pursuant to the provisions of the LRPMP, the Agency desires to sell the Property at its highest and best use, maximizing its value, in furtherance of the economic goals and as provided for in the City's General Plan; and

WHEREAS, the Agency desires to sell the Property to the City, via a Purchase and Sale Agreement (the "Agreement"), previously approved by both agencies on November 17, 2015. The purchase price is $3,600,000.00, which represents an amount equal to or greater than the current fair market value of the Property, as determined by an appraisal performed by R.P Laurain & Associates, Inc., John P. Laurain, ASA; and

WHEREAS, the purchase of the Property is exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the redevelopment of the Property in accordance therewith is in the best interests of the Agency and the health, safety and welfare of its residents, maximizes value, is consistent with the provisions of the LRPMP, and is consistent with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE SUCCESSOR AGENCY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Industry.

SECTION 3. The purchase of the Property is exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Based on these findings, the City Council adopts the Notice of Exemption and direct staff to file same as required by law, and affirm their respective approval of the purchase and sale of the Property.

SECTION 4. The Agency hereby directs staff to comply with all applicable statutes regarding the distribution of the sales proceeds to the Los Angeles County Auditor-Controller for distribution to the taxing entities.

SECTION 5. The Executive Director is hereby authorized to take such further actions as may be necessary to carry out the obligations set forth in this Resolution.

SECTION 6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 7. Certification. The Agency Secretary shall certify to the passage and adoption of this Resolution and enter it into the respective book of original resolutions.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of January 2016, by the following vote:

AYES: AGENCY BOARD MEMBERS:

NOES: AGENCY BOARD MEMBERS:

ABSENT: AGENCY BOARD MEMBERS:

ABSTAIN: AGENCY BOARD MEMBERS:

_____
Mark D. Radecki, Chairman

ATTEST:

_____
Diane M. Schlichting, Assistant Secretary

SUCCESSOR AGENCY

ITEM NO. 5.6

SUCCESSOR AGENCY TO THE FORMER INDUSTRY URBAN-DEVELOPMENT AGENCY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

To: Members of the Successor Agency Board January 22, 2016

From: Dean Yamagata, Finance Manager

Subject: Consideration of a Resolution Approving a Recognized Obligation Payment Schedule Pursuant to Health & Safety Code Section 34177 for the Period of July 1, 2016 to June 30, 2017

Overview:

On December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding ABX1 26 (the "Dissolution Act") largely constitutional. Under the Dissolution Act and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Industry Urban-Development Agency (the "former IUDA"), were dissolved on February 1, 2012. The City Council of the City of Industry ("City") adopted a resolution electing that the City serve as the successor agency to the former IUDA (the "Successor Agency"). The Successor Agency, with oversight from the Oversight Board, is now charged with winding down the affairs of the former IUDA.

DISCUSSION

Pursuant to Health and Safety Code (HSC) Section 34177(m), the Department of Finance ("DOF") has provided the template for the Recognized Obligation Payment Schedule ("ROPS") that successor agencies must use to report enforceable obligations for the period July 1, 2016 to June 30, 2017. ROPS 16-17 is due on February 1, 2016 and is attached to this report.

The Successor Agency previously approved the ROPS for the six-month period covering January 1, 2016 to June 30, 2016. Pursuant to HSC section 34177(o)(1), commencing with the ROPS covering the period from July 1, 2016 to June 30, 2017 and thereafter, agencies shall submit an OB approved ROPS annually. The attached ROPS 16-17 (Exhibit A) complies with this requirement.

FISCAL IMPACT

Approval of the ROPS 16-17 is necessary to allow the Successor Agency to pay enforceable obligations

of the former IUDA.

RECOMMENDATION

It is recommended that the Successor Agency adopt the Resolution approving the ROPS 16-17 for the fiscal period commencing on July 1, 2016 and ending on June 30, 2017.

ATTACHMENTS

Attachment A – Resolution Approving the ROPS
Exhibit A – ROPS 16-17

RESOLUTION NO. SA 2016-04

RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 FOR THE PERIOD JULY 1, 2016 TO JUNE 30, 2017

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the City of Industry serves as the successor agency to the dissolved Industry Urban-Development Agency ("Successor Agency"); and

WHEREAS, Health and Safety Code Section 34177(o)(1), requires that the Successor Agency submit to the Oversight Board for its approval the "recognized obligation payment schedule" ("ROPS") 16-17 for the period July 1, 2016 to June 30, 2017. The ROPS 16-17 is also required to be submitted to the Department of Finance, the State Controller, and the County Auditor-Controller no later than February 1, 2016; and

WHEREAS, the Successor Agency has prepared a ROPS 16-17 covering the period July 1, 2016 to June 30, 2017. A copy of the ROPS 16-17 is attached hereto and incorporated herein as Exhibit "A."

NOW, THEREFORE, THE SUCCESSOR AGENCY OF THE FORMER INDUSTRY URBAN-DEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. Approval of the ROPS. The Successor Agency hereby approves and adopts the ROPS 16-17, as set forth in the form attached to this Resolution as Exhibit A, pursuant to Health and Safety Code Section 34177.

SECTION 3. Implementation. The Successor Agency hereby directs staff to submit copies of the ROPS to the Oversight Board for its review, consideration and approval and to also submit copies to the County of Los Angeles Administrative Officer, the County of Los Angeles Auditor-Controller and the State of California Department of Finance. Once the Oversight Board approves the ROPS on or before February 1, 2016, the staff shall post the ROPS on the Successor Agency's website.

SECTION 4. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The

Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 5. Certification. The Agency Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at a special meeting of the Successor Agency of the Former Industry Urban-Development Agency this 25th day of January, 2016.

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

_____
Mark D. Radecki, Chairman

ATTEST:

_____
Diane M. Schlichting, Assistant Secretary

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency: **Industry City**

County: Los Angeles

	Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	16-17A Total	16-17B Total	ROPS 16-17 Total
A	**Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):**	**$ 91,723,521**	**$ 44,798,173**	**$ 136,521,694**
B	Bond Proceeds Funding	19,861,000	7,764,960	27,625,960
C	Reserve Balance Funding	-	-	-
D	Other Funding	71,862,521	37,033,213	108,895,734
E	**Enforceable Obligations Funded with RPTTF Funding (F+G):**	**$ 55,869,112**	**$ 81,022,086**	**$ 136,891,198**
F	Non-Administrative Costs	55,869,112	81,022,086	136,891,198
G	Administrative Costs	-	-	-
H	**Current Period Enforceable Obligations (A+E):**	**$ 147,592,633**	**$ 125,820,259**	**$ 273,412,892**

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Industry City Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail

July 1, 2016 through June 30, 2017

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
											16-17A						16-17B					
											Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF			Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 16-17 Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17A Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17B Total
								$ 818,425,712		$ 273,412,892	$ 19,861,000	$ -	$ 71,862,521	$ 55,869,112	$ -	$ 147,592,633	$ 7,764,960	$ -	$ 37,033,213	$ 81,022,086	$ -	$ 125,820,259
8	2009 Sub Ian Tax Alloc Note	City/County Loans On or	8/1/2009	8/1/2021	Trustee/Bond Holder	Note issue to fund public	Project 1		N													
9	2009 Sub Ian Tax Alloc Note	City/County Loans On or Before 6/27/11	12/1/2005	8/1/2021	Trustee/Bond Holder	Note issue to fund public improvements	Project 1		N													
20	2009 Sub Ian Tax Alloc Note	City/County Loans On or Before 6/27/11	8/1/2009	8/1/2024	Trustee/Bond Holder	Note issue to fund public improvements	Project 5		N													
21	Fiscal Agent Fees	Fees	7/1/2016	6/30/2017	US Bank	Administrative Fees	Project 1	3,350	N	$ 3,350			3,350			$ 3,350						$ -
22	Arbitrage Fees	Fees	1/1/2016	6/30/2016	Bank of NY	Professional Services	All Project		N	$ -						$ -						$ -
23	Fiscal Agent Fees	Fees	7/1/2016	6/30/2017	US Bank	Administrative Fees	Project 2	10,050	N	$ 10,050			10,050			$ 10,050						$ -
24	Fiscal Agent Fees	Fees	1/1/2016	6/30/2016	Bank of NY	Administrative Fees	Project 3		N	$ -						$ -						$ -
25	Fiscal Agent Fees	Fees	7/1/2016	6/30/2017	US Bank	Administrative Fees	Project 3	6,700	N	$ 6,700			6,700			$ 6,700						$ -
26	20 % Hacala - All Project Areas FY 2011-12	OPA/DDA/Construction	12/28/1992	6/30/2012	LA County	20 % Hacala - set aside	All Project		N													
27	20 % Hacala - All Project Areas FY 2012-13	OPA/DDA/Construction	12/28/1992	6/30/2013	LA County	20 % Hacala - set aside	All Project		N													
99	Landscaping Baker Slopes (MP 91-31 #61)	Professional Services	6/22/2011	6/30/2017	CNC Engineering	Engineering Consulting	Project 2	35,000	N	$ 30,000	15,000			-		$ 15,000	15,000					$ 15,000
100	Landscaping Baker Slopes (MP 91-31 #61)	Professional Services	6/12/2006	6/30/2017	Environs Landscape Arch	Landscape Architect	Project 2	16,000	N	$ 12,000	6,000					$ 6,000	6,000					$ 6,000
116	Lemon Ave Int 60 (MP 03-10)	Professional Services	6/22/2011	6/30/2017	CNC Engineering	Engineering Consulting	Project 2	95,000	N	$ 60,000	30,000					$ 30,000	30,000					$ 30,000
117	Lemon Ave Int 60 (MP 03-10)	Professional Services	8/10/2005	12/31/2017	Jacobs Civil	Engineering Consulting	Project 2	200,000	N	$ 200,000	200,000					$ 200,000	-					$ -
118	Lemon Ave Int 60 (MP 03-10)	Professional Services	7/26/2005	9/26/2016	Avant-Garde	Program Funds/Contract Administration	Project 2	100,000	N	$ 100,000	80,000					$ 80,000	20,000					$ 20,000
120	Lemon Ave Int 60 (MP 03-10)	Improvement/Infrastructure	7/1/2016	6/30/2017	Caltrans - contractor by public bidding	Construction	Project 2	3,543,160	N	$ 3,543,160	3,000,000					$ 3,000,000	543,160					$ 543,160
121	Lemon Ave Int 60 (MP 03-10)	Project Management Costs	7/1/2016	6/30/2017	Caltrans	Construction administration	Project 2	3,715,366	N	$ 3,715,366	3,000,000					$ 3,000,000	715,366					$ 715,366
122	Lemon Ave Int 60 (MP 03-10)	Fees	7/1/2016	6/30/2017	County Dept Public Works	Plan check inspection	Project 2	3,000	N	$ 3,000	3,000					$ 3,000	-					$ -
123	Route 57/60 Confluence (MP99-31 #22)	Professional Services	6/22/2011	6/30/2017	CNC Engineering	Engineering Consulting	Project 2	150,000	N	$ 100,000	50,000					$ 50,000	50,000					$ 50,000
126	Route 57/60 Confluence (MP99-31 #22)	Professional Services	1/13/2010	6/30/2017	Casey O'Callaghan Golf Design	Golf course architect	Project 2	38,000	N	$ 38,000	38,000					$ 38,000	-					$ -
127	Route 57/60 Confluence (MP99-31 #22)	Project Management Costs	7/1/2016	6/30/2017	Caltrans	Right of way	Project 2	4,400,000	N	$ 4,400,000	3,000,000					$ 3,000,000	1,400,000					$ 1,400,000
128	Route 57/60 Confluence (MP99-31 #22)	Improvement/Infrastructure	7/1/2016	6/30/2017	Caltrans - by public bidding	Contractor	Project 2	5,872,434	N	$ 5,872,434	2,000,000					$ 2,000,000	3,872,434					$ 3,872,434
130	Route 57/60 Confluence (MP99-31 #22)	Professional Services	7/27/2006	12/31/2020	Avant-Garde	Project Funding	Project 2	-	Y	$ -						$ -						$ -
132	Route 57/60 Confluence (MP99-31 #22)	Miscellaneous	7/1/2016	6/30/2017	MX Graphics	Blueprints	Project 2	10,000	N	$ 10,000	8,000					$ 8,000	2,000					$ 2,000
133	Route 57/60 Confluence (MP99-31 #22)	Professional Services	11/7/2007	6/30/2017	WKE, Inc	Engineering Consulting	Project 2	3,700,000	N	$ 2,200,000	1,200,000					$ 1,200,000	1,000,000					$ 1,000,000
134	Route 57/60 Confluence (MP99-31 #22)	Professional Services	7/23/2008	6/30/2017	Prince Global	Federal Grant	Project 2	300,000	N	$ 140,000	70,000					$ 70,000	70,000					$ 70,000
148	Diamond Bar Creek (MP 99-31 #26)	Professional Services	6/22/2011	6/30/2017	CNC Engineering	Engineering Consulting	Project 2	400,000	N	$ 400,000			300,000			$ 300,000			100,000			$ 100,000
149	Diamond Bar Creek (MP 99-31 #26)	Professional Services	4/24/2013	4/24/2017	Thomsen Engineering	Engineering Consulting geotechnical	Project 2	184,000	N	$ 184,000			125,000			$ 125,000			59,000			$ 59,000
150	Diamond Bar Creek (MP 99-31 #26)	Professional Services	4/24/2013	4/24/2017	Leighton Consulting	Engineering Consulting geotechnical	Project 2	180,000	N	$ 180,000			125,000			$ 125,000			55,000			$ 55,000
151	Diamond Bar Creek (MP 99-31 #26)	Fees	6/29/2011	6/30/2017	Regional Wtr Quality Control	Permit	Project 2	20,000	N	$ 20,000			10,000			$ 10,000			10,000			$ 10,000
152	Diamond Bar Creek (MP 99-31 #26)	Fees	4/5/2007	6/30/2017	Army Corps Engineers	Permit	Project 2	1,000	N	$ 1,000			1,000			$ 1,000			-			$ -
153	Diamond Bar Creek (MP 99-31 #26)	Fees	1/19/2010	6/30/2017	CA Dept Fish & Game	Permit	Project 2	10,000	N	$ 10,000			10,000			$ 10,000			-			$ -
154	Diamond Bar Creek (MP 99-31 #26)	Fees	7/1/2016	6/30/2017	St Wtr Resources Cont Board	Permit - Storm water Drains	Project 2	12,000	N	$ 12,000			12,000			$ 12,000			-			$ -
155	Diamond Bar Creek (MP 99-31 #26)	Miscellaneous	7/1/2016	6/30/2017	MX Graphics	Blueprints	Project 2	6,500	N	$ 6,500			6,500			$ 6,500			-			$ -
156	Diamond Bar Creek (MP 99-31 #26)	Fees	10/13/2011	6/30/2017	Brown & Brown Ins	Bonding Insurance	Project 2	25,000	N	$ -			-			$ -			-			$ -
158	Diamond Bar Creek (MP 99-31 #26)	Miscellaneous	7/1/2016	6/30/2017	San Gabriel Valley Newspaper	Advertisement for bids	Project 2	1,800	N	$ 1,800			1,200			$ 1,200			600			$ 600
159	Diamond Bar Creek (MP 99-31 #26)	Fees	7/1/2016	6/30/2017	LA County Health Department	Permit for use of reclaimed water	Project 2	3,500	N	$ 3,000			1,500			$ 1,500			1,500			$ 1,500
160	Diamond Bar Creek (MP 99-31 #26)	Improvement/Infrastructure	7/1/2016	6/30/2017	So Calif Edison	Modifications of facilities	Project 2	50,000	N	$ 50,000			50,000			$ 50,000			-			$ -
161	Diamond Bar Creek (MP 99-31 #26)	Improvement/Infrastructure	7/1/2016	6/30/2017	Walnut Valley Water District	Extension of water mains and new meters	Project 2	30,000	N	$ 30,000			30,000			$ 30,000			-			$ -
162	Diamond Bar Creek (MP 99-31 #26)	Fees	7/1/2016	6/30/2017	LA City Sewer Maint District	New sewer annexation fees	Project 2	20,000	N	$ 20,000			20,000			$ 20,000			-			$ -
164	Diamond Bar Creek (MP 99-31 #26)	Improvement/Infrastructure	7/1/2016	6/30/2017	Native Grow Nursery	Materials Supplier	Project 2	75,000	N	$ 75,000			75,000			$ 75,000			-			$ -
165	Diamond Bar Creek (MP 99-31 #26)	Improvement/Infrastructure	7/1/2016	6/30/2017	Contractor - by public bidding	Contractor	Project 2	1,085,921	N	$ 1,085,921			300,000			$ 300,000			785,921			$ 785,921
166	Diamond Bar Creek (MP 99-31 #26)	Professional Services	4/24/2013	4/24/2017	Sage Environmental	Consultant for environmental clearance	Project 2	75,000	N	$ 75,000			50,000			$ 50,000			25,000			$ 25,000
167	Diamond Bar Creek (MP 99-31 #26)	Professional Services	4/24/2013	4/24/2017	WKE, Inc	Engineering Consulting (Permit coordination Cal-Trans)	Project 2	56,000	N	$ 56,000			56,000			$ 56,000			-			$ -
192	Industry Business Center (MP 99-31 #16)	Professional Services	7/18/2013	12/31/2020	The Planning Center	Consulting for EIR review and mitigation monitoring	Project 2	20,000	N	$ 20,000			20,000			$ 20,000			-			$ -
193	Industry Business Center (MP 99-31 #16)	Professional Services	7/18/2013	12/31/2020	PBLA Engineering	Consulting for Storm drain design and SWPP preparation	Project 2	600,000	N	$ 600,000			500,000			$ 500,000			100,000			$ 100,000
194	Industry Business Center (MP 99-31 #16)	Professional Services	7/18/2013	12/31/2020	Leighton Consulting	Consulting for geotechnical svcs for improvements	Project 2	2,300,000	N	$ 1,800,000			900,000			$ 900,000			900,000			$ 900,000
195	Industry Business Center (MP 99-31 #16)	Professional Services	7/1/2016	6/30/2017	Leighton Consulting	Consulting for geotechnical svcs for traffic mitigations	Project 2	$15,504	N	$15,504			200,000			200,000			115,504			115,504
196	Industry Business Center (MP 99-31 #16)	Professional Services	6/22/2011	6/30/2017	CNC Engineering	Engineering consulting for on -site improvements	Project 2	3,200,000	N	$ 2,800,000			1,400,000			$ 1,400,000			1,400,000			$ 1,400,000
197	Industry Business Center (MP 99-31 #16)	Professional Services	6/22/2011	6/30/2017	CNC Engineering	Engineering consulting for traffic mitigation	Project 2	1,262,016	N	$ 300,000			150,000			$ 150,000			150,000			$ 150,000
198	Industry Business Center (MP 99-31 #16)	Professional Services	7/18/2013	12/31/2020	Thomsen Engineering	Engineering consulting	Project 2	45,000	N	$ 45,000			35,000			$ 35,000			10,000			$ 10,000
199	Industry Business Center (MP 99-31 #16)	Professional Services	7/18/2013	12/31/2020	Sage Environmental	Consulting for environmental clearance	Project 2	80,000	N	$ 80,000			60,000			$ 60,000			20,000			$ 20,000
200	Industry Business Center (MP 99-31 #16)	Miscellaneous	7/1/2016	6/30/2017	MX Graphics	Blueprints	Project 2	15,000	N	$ 15,000			8,000			$ 8,000			7,000			$ 7,000

Industry City Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail

July 1, 2016 through June 30, 2017

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
											16-17A						16-17B					
											Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF			Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 16-17 Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17A Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17B Total
201	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	12/13/2011	6/30/2017	So Cal Sandbags	Replace damaged BMPS	Project 2	200,000	N	$ 200,000			100,000			$ 100,000			100,000			$ 100,000
202	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	7/1/2016	6/30/2017	So Calif Edison	Relocation of existing transmissions & distribution facilities	Project 2	3,031,000	N	$ 3,031,000			3,031,000			$ 3,031,000			-			$ -
203	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	7/1/2016	6/30/2017	Verizon	Relocation of existing & installation of new utilities	Project 2	694,080	N	$ 694,080			694,080			$ 694,080			-			$ -
204	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	7/1/2016	6/30/2017	So Calif Gas Co	Relocation of existing & installation of new utilities	Project 2	1,041,420	N	$ 1,041,420			1,041,420			$ 1,041,420			-			$ -
205	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	7/1/2016	6/30/2017	Walnut Valley Water District	Relocation of existing & installation of new utilities	Project 2	16,063,200	N	$ 16,063,200			10,000,000			$ 10,000,000			6,063,200			$ 6,063,200
206	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	7/1/2016	6/30/2017	Ind Public Utilities	Installation of new utility system	Project 2	11,829,600	N	$ 11,829,600			8,000,000			$ 8,000,000			3,829,600			$ 3,829,600
208	Industry Business Center (MP 99-31 #16)	Miscellaneous	7/1/2016	6/30/2017	San Gabriel Valley Newspaper	Advertisement for bids	Project 2	6,000	N	$ 6,000			4,000			$ 4,000			2,000			$ 2,000
209	Industry Business Center (MP 99-31 #16)	Professional Services	7/1/2016	6/30/2017	First American Title Co	Title reports & subdivision guarantees	Project 2	14,000	N	$ 14,000			5,000			$ 5,000			9,000			$ 9,000
210	Industry Business Center (MP 99-31 #16)	Fees	7/1/2016	6/30/2017	St Wtr Resources Cont Board	Storm water permit	Project 2	25,000	N	$ 24,000			12,000			$ 12,000			12,000			$ 12,000
211	Industry Business Center (MP 99-31 #16)	Fees	7/1/2016	6/30/2017	LA County Health Department	Permits for use of reclaimed water	Project 2	4,000	N	$ 4,000			1,500			$ 1,500			2,500			$ 2,500
212	Industry Business Center (MP 99-31 #16)	Fees	7/1/2016	6/30/2017	LA County Dept Public Works	Plan checks, permits, inspections of signals /markings	Project 2	85,000	N	$ 80,000			40,000			$ 40,000			40,000			$ 40,000
213	Industry Business Center (MP 99-31 #16)	Fees	7/1/2016	6/30/2017	LA City Sewer Maint District	New sewer annexation fees	Project 2	217,921	N	$ 217,921			217,921			$ 217,921			-			$ -
214	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	7/1/2016	6/30/2017	International Line Builders	Electrical contractor	Project 2	50,000	N	$ 50,000			50,000			$ 50,000			-			$ -
215	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	7/1/2016	6/30/2017	Mc Cain	Traffic signal poles & mast arms	Project 2	40,000	N	$ 40,000			40,000			$ 40,000			-			$ -
216	Industry Business Center (MP 99-31 #16)	Professional Services	7/18/2013	12/31/2020	Environs Landscape Arch	Consulting for landscaping design	Project 2	1,350,000	N	$ 600,000			300,000			$ 300,000			300,000			$ 300,000
217	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	7/1/2016	6/30/2017	Contractor - by public bidding	Mass grading, infrastructure and landscaping	Project 2	26,000,000	N													
218	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	7/1/2016	6/30/2017	Contractor - by public bidding	Construction of Intersections 1-55, 55, 59, 21-89	Project 2	10,516,500	N													
219	Industry Business Center (MP 99-31 #16)	Professional Services	11/3/2014	12/31/2020	Kimley Horn & Assoc	Traffic signal design for improvements	Project 2	160,000	N	$ 160,000			100,000			$ 100,000			60,000			$ 60,000
220	Industry Business Center (MP 99-31 #16)	Professional Services	11/3/2014	12/31/2020	Kimley Horn & Assoc	Traffic signal design for traffic mitigation	Project 2	1,000,000	N	$ 600,000			300,000			$ 300,000			300,000			$ 300,000
221	Industry Business Center (MP 99-31 #16)	Professional Services	12/19/2013	12/31/2020	SCS Engineers	Landfill consultant	Project 2	310,000	N	$ 200,000			90,000			$ 90,000			110,000			$ 110,000
222	Industry Business Center (MP 99-31 #16)	Professional Services	8/27/2015	12/31/2020	WKE, Inc	Structural engineer	Project 2	75,000	N	$ 75,000			50,000			$ 50,000			25,000			$ 25,000
223	Industry Business Center (MP 99-31 #16)	Professional Services	7/18/2013	12/31/2020	Butsko Engineering	Electrical engineer	Project 2	750,000	N	$ 750,000			450,000			$ 450,000			300,000			$ 300,000
224	W Bd Slip On Ramp 57/60 (MP 99-31 22a)	Professional Services	11/12/2008	6/30/2015	WKE, Inc	Engineering consulting	Project 2	-	Y	$ -						$ -						$ -
225	W Bd Slip On Ramp 57/60 (MP 99-31 22a)	Professional Services	6/22/2011	6/30/2017	CNC Engineering	Engineering consulting	Project 2	-	Y	$ -						$ -						$ -
226	W Bd Slip On Ramp 57/60 (MP 99-31 22a)	Project Management Costs	6/9/2009	6/30/2017	Caltrans	Right of way acquisition, construction, administration	Project 2	7,000,000	N	$ 7,000,000	7,000,000					$ 7,000,000	-					$ -
227	W Bd Slip On Ramp 57/60 (MP 99-31 22a)	Professional Services	7/27/2006	12/31/2020	Avant-Garde	Project Funding	Project 2	-	Y	$ -						$ -						$ -
229	W Bd Slip On Ramp 57/60 (MP 99-31 22a)	Miscellaneous	7/1/2016	6/30/2017	MX Graphics	Blueprints	Project 2	2,200	N	$ 2,000	1,000					$ 1,000	1,000					$ 1,000
251	Industry East Traffic Mitigation Improvements	Professional Services	6/22/2011	6/30/2017	CNC Engineering	Engineering Consultant intersection 7-9,11-9, 21,22,24	Project 2	500,000	N	$ 400,000			200,000			$ 200,000			200,000			$ 200,000
252	Industry East Traffic Mitigation Improvements	Professional Services	7/1/2016	6/30/2017	Geotechnical Consultant	Engineering Consultant intersection 7-9,11-9, 21,22,24	Project 2	174,888	N	$ 174,888			150,000			$ 150,000			24,888			$ 24,888
253	Industry East Traffic Mitigation Improvements	Professional Services	7/1/2016	6/30/2017	To Be Deteremined	Engineering Consultant intersection 7-9,11-9, 21,22,24	Project 2	1,500,000	N	$ 1,500,000			800,000			$ 800,000			700,000			$ 700,000
254	Industry East Traffic Mitigation Improvements	Improvement/Infrastructure	7/1/2016	6/30/2017	Contractor - by public bidding	Engineering Consultant intersection 7-9,11-9, 21,22,24	Project 2	1,922,000	N													
255	SA Employer Costs	Admin Costs	7/1/2016	6/30/2017	Reimburse City of Industry	Employee Costs, salaries, taxes, insurance, retirement	All Project	780,000	N	$ 780,000			390,000			$ 390,000			390,000			$ 390,000
256	Office/Delivery/ phone and overhead	Admin Costs	7/1/2016	6/30/2017	Various Vendor	Overhead and administrative Costs	All Project	4,000	N	$ 4,000			2,000			$ 2,000			2,000			$ 2,000
257	Property Management	Property Maintenance	7/1/2016	6/30/2017	Various Vendor	Manager to oversee SA owned properties	All Project	64,000	N	$ 64,000			32,000			$ 32,000			32,000			$ 32,000
258	Legal Services	Legal	7/1/2016	6/30/2017	Various Vendor	Legal services attributable for the SA	All Project	342,000	N	$ 342,000			162,200			$ 162,200			179,800			$ 179,800
259	Accounting and consulting fees	Admin Costs	7/1/2016	6/30/2017	Various Vendor	Accounting and consulting fees for the SA	All Project	185,400	N	$ 185,400			92,700			$ 92,700			92,700			$ 92,700
260	Auditing and review services	Dissolution Audits	7/1/2016	6/30/2017	Various Vendor	Required audit and review of the SA by the State	All Project	160,000	N	$ 160,000			80,000			$ 80,000			80,000			$ 80,000
262	Property Tax	Admin Costs	7/1/2015	12/31/2015	Reimburse City of Industry	Property Tax	All Project		N													
263	General Insurance and Bonding	Miscellaneous	7/1/2016	6/30/2017	Brown & Brown Ins	General Insurance	All Project	102,000	N	$ 102,000			102,000			$ 102,000						$ -
269	City/Agency Reimbursement Agreement for Property Maintenance and other costs	Property Maintenance	7/1/2016	6/30/2017	City of Industry	Obligation created pursuant to HSC Sections 34171(b) and 34171(d)(1)(F)	All Project	1,472,000	N	$ 1,472,000			736,000			$ 736,000			736,000			$ 736,000
270	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	2/26/2014	6/30/2016	C. A. Rasmussen Inc.	Escrow deposit for IBC-0379 - Far west grading a portion of line 217	Project 2		Y	$ -						$ -						$ -
271	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	2/26/2014	4/30/2016	Sukut Construction, LLC	Escrow deposit for IBC-0380 East Side Mass Grading a portion of line 217	Project 2		Y	$ -						$ -						$ -
275	Industry East Traffic Mitigation Improvements	Improvement/Infrastructure	7/1/2016	6/30/2017	City of Diamond Bar	Traffic improvements per Industry East EIR for inersection 9	Project 2	713,400	N	$ 713,400			713,400			$ 713,400			-			$ -
276	Landscaping Baker Slopes (MP 91-31 #61)	Property Maintenance	7/1/2016	6/30/2017	Marina Landscape, INC.	Maintenance of the asset created in ROPS line items 99-110	Project 2	228,000	N	$ 228,000			125,000			$ 125,000			103,000			$ 103,000

Industry City Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail

July 1, 2016 through June 30, 2017

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
											16-17A						16-17B					
											Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF			Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 16-17 Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17A Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17B Total
277	City/Agency Reimbursement Agreement	Improvement/Infrastructure	8/27/2014	6/30/2016	City of Industry	Obligation created pursuant to HSC Sections 34178(a) and 34180(h) - Advance & reimbursement of costs for construction contracts	All Project		N	$ -						$ -						$ -
281	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	1/1/2016	6/30/2016	International Line Builders, Inc./Contractor - by public bidding	Conduit work associated with line 202	Project 2	2,100,000	N	$ 2,100,000			1,500,000			$ 1,500,000			600,000			$ 600,000
282	Appraisal Fees	Property Dispositions	1/1/2016	6/30/2016	City Of Industry	Reimburse Appraisal Fees paid by City			N	$ -						$ -						$ -
283	Tax Allocation Revenue Refunding Bonds, Series 2015A Prj#1-Taxable	Refunding Bonds Issued After 6/27/12	7/1/2015	1/1/2025	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #1	Project 1	232,838,025	N	$ 67,691,609				24,844,074		$ 24,844,074				42,847,535		$ 42,847,535
284	Tax Allocation Revenue Refunding Bonds, Series 2015A Prj#2-Tax Exempt	Refunding Bonds Issued After 6/27/12	7/1/2015	1/1/2025	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #2	Project 2	8,222,250	N	$ 1,906,184				873,934		$ 873,934				1,032,250		$ 1,032,250
285	Tax Allocation Revenue Refunding Bonds, Series 2015B-Prj#2 Taxable	Refunding Bonds Issued After 6/27/12	7/1/2015	1/1/2027	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #2	Project 2	302,507,698	N	$ 48,462,502				22,086,438		$ 22,086,438				26,376,064		$ 26,376,064
286	Subordinate Tax Allocation Revenue Refunding Bonds Series 2015A-Prj#2-Taxable	Refunding Bonds Issued After 6/27/12	7/1/2015	1/1/2024	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #2	Project 2	40,100,738	N	$ 9,928,594				4,842,794		$ 4,842,794				5,085,800		$ 5,085,800
287	Tax Allocation Revenue Refunding Bonds, Series 2015A-Prj#3-Tax Exempt	Refunding Bonds Issued After 6/27/12	7/1/2015	1/1/2025	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #3	Project 3	8,321,250	N	$ 1,608,317				562,067		$ 562,067				1,046,250		$ 1,046,250
288	Tax Allocation Revenue Refunding Bonds, Series 2015B-Prj#3-Taxable	Refunding Bonds Issued After 6/27/12	7/1/2015	1/1/2027	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #3	Project 3	44,190,381	N	$ 7,293,992				2,659,805		$ 2,659,805				4,634,187		$ 4,634,187
289	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	9/24/2015	12/31/2017	Contractor - by public bidding	IBC-0321 mass grading phase II west side a portion of line 217	Project 2	38,000,000	N	38,000,000			19,000,000			19,000,000			19,000,000			19,000,000
290	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	9/24/2015	6/30/2017	All American Asphalt	IBC-0384 east side streets, landscaping, sewer lines, & electrical substrucutres a portion of line 217	Project 2	18,784,000	N	$ 18,784,000			18,784,000			$ 18,784,000			-			$ -
291	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	7/1/2016	6/30/2017	City of Walnut	Right of way & construction	Project 2	2,877,034	N													
292	Broker For Property Sales	Property Dispositions	1/1/2016	6/30/2016	Hoffman Company	Professional Services	All Project		Y	$ -						$ -						$ -
293	Industry Business Center (MP 99-31 #16)	Professional Services	1/1/2016	6/30/2016	CASC Engineering & Consulting, Inc.	NPDES Compliance and Monitoring	Project 2		Y													
294	W Bd Slip On Ramp 57/60 (MP 99-31 22a)	Professional Services	7/1/2016	6/30/2017	TBD - Request for Qualifications	Project Funding/Contract Administration	Project 2	100,000	N	$ 100,000	80,000					$ 80,000	20,000					$ 20,000
295	Route 57/60 Confluence (MP99-31 #22)	Professional Services	7/1/2016	6/30/2017	TBD - Request for Qualifications	Project Funding/Contract Administration	Project 2	100,000	N	$ 100,000	80,000					$ 80,000	20,000					$ 20,000
296									N	$ -						$ -						$ -
297									N	$ -						$ -						$ -
298									N	$ -						$ -						$ -
299									N	$ -						$ -						$ -
300									N	$ -						$ -						$ -
301									N	$ -						$ -						$ -

Industry City Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see CASH BALANCE TIPS SHEET

A	B	C	D	E	F	G	H	I
		Fund Sources						
		Bond Proceeds		Reserve Balance		Other	RPTTF	
	Cash Balance Information by ROPS Period	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
ROPS 15-16A Actuals (07/01/15 - 12/31/15)								
1	**Beginning Available Cash Balance (Actual 07/01/15)**	77,955,888			3,929,577	28,840,677		
2	**Revenue/Income (Actual 12/31/15)** RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015	38,246				30,678,755	29,997,566	
3	**Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)**	50,810,181			3,927,827	18,734,852	29,997,566	C3: Bond reserve balances of $49,818,508 and F3 $3,927,827 were used to July 2015 bond refunding transaction
4	**Retention of Available Cash Balance (Actual 12/31/15)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	27,183,953				38,862,620		G4: The $28,862,620 is cash held in escrow accounts to pay for line item #'s 270 and 271 and project costs and line #277.
5	**ROPS 15-16A RPTTF Balances Remaining**	No entry required						
6	**Ending Actual Available Cash Balance** **C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)**	$ -	$ -	$ -	$ 1,750	$ 1,921,960	$ -	**G4: Funds will be used for the project costs**
ROPS 15-16B Estimate (01/01/16 - 06/30/16)								
7	**Beginning Available Cash Balance (Actual 01/01/16)** **(C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)**	$ 27,183,953	$ -	$ -	$ 1,750	$ 40,784,580	$ -	
8	**Revenue/Income (Estimate 06/30/16)** RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016	10,000				39,500,000	24,898,467	
9	**Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)**	13,623,000				116,741,000	80,767,580	
10	**Retention of Available Cash Balance (Estimate 06/30/16)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	13,570,953						
11	**Ending Estimated Available Cash Balance (7 + 8 - 9 -10)**	$ -	$ -	$ -	$ 1,750	$ (36,456,420)	$ (55,869,113)	

Industry City Recognized Obligation Payment Schedule (ROPS 16-17) - Notes July 1, 2016 through June 30, 2017

Item #	Notes/Comments
283 to 285 and 287 and 288	Represent Total Bond payments net of RPTTF funds of $24,898,467 received on January 1, 2016 reported in accordance with the bond indenture.

SUCCESSOR AGENCY

ITEM NO. 5.7

(Staff Report and Resolution will be distributed as a handout as soon as it becomes available.)

Successor Agency to the Industry Urban-Development Agency
Administrative Budget July 1, 2016 through June 30, 2017

	July 1, 2016 to June 30, 2017		
	Budget 16-17A	Budget 16-17B	Total
	7/1/2016 to 12/31/2016	1/1/2017 to 6/30/2017	
Salaries, Payroll Taxes, Group Medical Insurance, Cafeteria Benefits, Workers Compensation Insurance, Life Insurance, Disability Insurance and Retirement Benefits	$ 390,000	$ 390,000	$ 780,000
Office/ Delivery/Phone and Overhead	2,000	2,000	4,000
Professional Fees	32,000	32,000	64,000
Annual Trustee Fees	20,100	-	20,100
Legal and Litigation Services	162,200	179,800	342,000
Accounting and Consulting Fees	92,700	92,700	185,400
Auditing and Consulting Fees	80,000	80,000	160,000
Totals	**$ 779,000**	**$ 776,500**	**$ 1,555,500**

SUCCESSOR AGENCY

ITEM NO. 5.8

SUCCESSOR AGENCY TO THE

INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

From: Paul J. Philips, Executive Director

Staff: Clement N. Calvillo, CNC Engineering
Joshua Nelson, CNC Engineering
Sean Calvillo, CNC Engineering

Date: January 15, 2016

SUBJECT: Diamond Bar Creek Improvement Project, Amendment No. 1 to Consultant Contract No. 14-Leighton 13-01 MP 99-31 #26 (ROPS Line Item No 150)

Leighton Consulting, Inc. has been retained to provide geotechnical investigation services both for design and construction inspection during Phases II & III of Diamond Bar Creek Improvement Project. Leighton Consulting is listed in the Recognized Obligation Payment Schedule under Line Item No. 150.

Leighton has submitted a budget increase request due to various unforeseen conditions that occurred during Phase II. These tasks included the review of several iterations of storm drain plans and profiles for Diamond Bar Creek, recommendations for surcharge and settlement monitoring in areas where wet conditions limited removal of compressible soils beneath proposed structures, the review and recommendations for drainage and removal of water in the area of the proposed construction as well as monitoring during construction. It also included an extended period of grading significantly longer than expected.

Leighton has submitted a request for a budget increase of $100,000.00 to perform this additional work. CNC has reviewed the proposal and finds it to be in order.

It is recommended that the Successor Agency Board approve and execute Amendment No. 1. Please forward the signed documents to Christina Brown for further processing.

PJP/CC/JN:af

Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

January 11, 2016

Proposal No RC16-002

To: Successor Agency to the Industry-Urban Development Agency
15625 Stafford Street
City of Industry, California 91744

Attention: Mr. Paul J. Philips

Subject: Request for Addendum for Geotechnical Services, Diamond Bar Creek Restoration, City of Industry, California

Leighton Consulting, Inc. has provided geotechnical services during grading and construction of the Diamond Bar Creek Restoration project adjacent to west of State Route 60, in the City of Industry California. Our work to date has included preparation of geotechnical reports, geotechnical review of project plans and specifications and geotechnical services during grading and construction.

Our work has included additional services due to unforeseen conditions that are considered to be outside the originally approved scope of services. The services that have required additional resources include:

- Review of several iterations of storm drain plans and profile for Diamond Bar Creek. This included additional field study to map the earth units in the creek and provide alternative recommendations to limit the potential for settlement beneath the proposed structures. We also reviewed the stability of channel walls based on design changes. As part of this work, we also reviewed geotechnical constraints for both interim and ultimate power line alignments.

- Recommendations for surcharge and settlement monitoring in areas where wet conditions limited removal of compressible soils beneath proposed structures.

10532 Acacia Street, Suite B-6 ▪ Rancho Cucamonga, CA 91730-5455
909.484.2205 ▪ 909.484.2170 Fax

- Review and recommendations for drainage and removal of water in the area of proposed construction and monitoring during construction.

- An extended period of grading significantly longer than expected. The work of the grading contractor extended significantly longer than anticipated. The pace of fill placement and removal of compressible soils was slower, however, geotechnical services were still required. Thus our staff hours on the project were more than anticipated.

Considering these additional services, we estimate that an additional One Hundred Thousand Dollars ($100,000) will be required to provide our services to project completion. We are requesting our budget for the project be increased by that amount.

We appreciate the opportunity to provide geotechnical services to you. If you have any questions regarding this request, please contact us.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Philip A. Buchiarelli
Principal Geologist

PB/rsm

Distribution: (1) Addressee

AMENDMENT NO. 1
TO AGREEMENT FOR CONSULTING SERVICES WITH
LEIGHTON CONSULTING, INC.

This Amendment No. 1 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 28th day of January, 2016, by and between the Successor Agency to the Industry Urban-Development Agency, a California municipal corporation ("Agency") and Leighton Consulting, Inc. ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about April of 2013, the Agreement was entered into and executed between the Agency and Consultant to provide geotechnical services and materials testing for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction; and

WHEREAS, given various unforeseen conditions, it is necessary to amend the Section 5a. Compensation; and

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

AMENDMENT

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

5. Compensation.

a. Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, on a time and materials basis using Consultant's standard fee schedule set forth in Exhibit C. In no event shall the total amount of compensation, including reimbursable expenses, exceed four hundred twenty thousand dollars no cents ($420,000.00) during the term of this Agreement unless otherwise agreed upon in writing by the parties.

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

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

By: _____
Paul J. Philips, Executive Director

"CONSULTANT"
LEIGHTON CONSULTING, INC.

By: _____
Thomas C. Benson, Jr., President

Attest:

By: _____

APPROVED AS TO FORM

By: _____
James M. Casso, Agency Attorney

EXHIBIT A TO AMENDMENT NUMBER 1:

PROFESSIONAL SERVICES AGREEMENT WITH LEIGHTON CONSULTING, INC. (April 24, 2013)

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 24th day of April 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **LEIGHTON CONSULTING, INC.** ("Consultant").

RECITALS

A. Agency has determined that it requires geotechnical services and materials testing from a consultant for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction.

B. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Agency and Consultant agree, as follows:

1. Consultant's Services.

a. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the general services set forth in Consultant's proposal, attached hereto and incorporated herein as Exhibit A. The specific tasks to be performed by Consultant pursuant to this Agreement, however, shall be set forth in subsequent proposals presented to and approved by the Agency Executive Director. Any such proposal shall be incorporated into this Agreement and be subject to all of this Agreement's terms and conditions as though fully set forth therein. Consultant shall complete the tasks in a timely manner to meet the schedule of performance established by the Executive Director.

b. Project Manager. Michael Grace shall be the Project Manager for this Agreement. The Project Manager will have the overall responsibility and will supervise the work performed by Consultant pursuant to this Agreement.

c. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but Agency reserves the right, for good cause, to require Consultant to exclude any employee from performing services on Agency's premises.

d. Licenses. Consultant will obtain all necessary licenses, permits and other approvals to perform the work specified in this Agreement and will pay all fees or taxes required for the issuance of the same.

e. Time for Performance. Consultant shall commence the services upon a written notice to proceed provided to Consultant by the Executive Director and shall perform all services in conformance with the project timeline established by the Executive Director, set forth as Exhibit "B".

2. Agency Representative.

The Executive Director or his designee shall represent the Agency in the implementation of this Agreement.

3. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until April 24, 2017 unless sooner terminated as provided in Section 4 herein.

4. Termination.

The Agency may terminate this Agreement for any reason on ten (10) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days written notice to Agency. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice. In the event of termination by Agency, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement or the proposal for individual projects. Consultant shall have no other claim against Agency by reason of such termination.

5. Compensation.

a. Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, on a time and materials basis using Consultant's standard fee schedule set forth in Exhibit C. In no event shall the total amount of compensation, including reimbursable expenses, exceed three hundred thousand dollars and twenty thousand no cents ($320,000.00) during the term of this Agreement unless otherwise agreed upon in writing by the parties.

b. Additional Services. Agency shall make payments for any services requested by Agency not included in the Scope of Services to Consultant on a time and materials basis using Consultant's standard fee schedule.

6. Method of Payment

Consultant shall submit to Agency an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked and reimbursable expenses, if any, for each day in the period. Each invoice submitted shall include the appropriate documentation for any reimbursable expenses claim by Consultant. Within ten business days of receipt each invoice, Agency shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty days of receipt of each invoice, Agency shall pay all undisputed amounts included on the invoice. Agency shall not withhold applicable taxes or other authorized deductions from payments made to Consultant. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by Agency.

7. Ownership of Work Product.

All reports, documents or other written or electronic material developed by Consultant in the performance of this Agreement shall be the property of the Agency without restriction or limitation upon its use or dissemination by Agency and shall be delivered to the Agency upon request of the Executive Director or upon the termination of this Agreement. Such materials shall not be the subject of a copyright application by Consultant. Any re-use by Agency of any such materials on any project other than the project for which they were prepared shall be at the sole risk of the Agency unless Agency compensates Consultant for such use. Consultant shall have no claim for further compensation as a result of the exercise by Agency of its full right of ownership of the documents and materials hereunder.

8. Records Retention and Access to Records.

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of four years. Agency shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. If applicable under this Agreement, all files, documents, samples, test results, chain of custody logs, and other records and other relevant data developed by Consultant in the course of performing this Agreement shall be maintained for a period of two (2) years after completion of all work and after final payments have been made and shall be made available to Agency upon request.

9. Confidential Status; Disclosure of Information.

All data, reports, documents, materials or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed publicly by Consultant without prior written consent by Agency. Agency shall grant such consent if disclosure is legally required. All Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

10. Qualifications; Standard of Performance.

a. Consultant's Qualifications. Consultant has represented to the Agency that the Consultant, its employees and its subcontractors are knowledgeable, skilled and experienced and fully qualified to provide the services described in this Agreement and to perform such assessment, investigation, and analysis contemplated by the Agreement in accordance with good industry practices of Consultant's profession performing similar services under similar circumstances at the time the services are performed.

b. Standard of Performance. Consultant, its employees and its subcontractors shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency, and as described in the Scope of Work. All work performed by Consultant and its employees pursuant to this Agreement will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with all regulatory and good management standards, and in a good, safe and workmanlike manner. Consultant will be responsible to ensure that all work performed by its employees or any contractors is performed to the standards set forth in this Agreement and that such work complies with requirements of any governmental agency or entity and applicable law.

11. Independent Contractor.

a. Consultant is an independent contractor and shall have no power to incur any debt, obligation or liability on behalf of Agency. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Agency.

b. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and shall indemnify and hold the Agency harmless from any and all taxes, assessments, penalties, and interest asserted against the Agency by reason of the independent contractor relationship created by this Agreement. In the event that Agency is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between Agency and Consultant, then Consultant agrees to reimburse Agency for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

c. Consultant shall fully comply with the workers' compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Agency harmless from any failure of Consultant to comply with applicable worker's compensation laws.

d. The Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the Agency from Consultant as a result of Consultant's failure to promptly pay to the Agency any reimbursement or indemnification arising under this Section.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant hereby agrees to indemnify and hold harmless the Agency their respective officers, agents, representatives, consultants, shareholders, elected and appointed officials, employees, volunteers, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Consultant or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or their respective officers, agents, servants or employees or Consultant's failure to perform or negligent performance of any term, provision, covenant, or condition of the Agreement, including this indemnity provision, except to the extent such claim is based solely on the gross negligence or willful misconduct of the Indemnitees. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitees' right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. Consultant shall pay Indemnitees for any attorney's fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision.

b. Consultant agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant agrees to be fully responsible and indemnify and hold harmless the Indemnitees from and against any and all Claims resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement, as set forth in this Section.

13. Insurance.

a. Consultant shall at all times during the term of this Agreement carry, maintain and keep in full force and effect, insurance as follows:

(1) A policy or policies of commercial general liability insurance written on an occurrence basis with limits no less than $1,000,000 per occurrence and for all covered losses and $2,000,000 general aggregate against any injury, death, loss or damage to property as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automotive liability insurance, with minimum combined single limits coverage of $1,000,000 covering any vehicle utilized in the performance of services under this Agreement;

(3) Professional liability insurance or errors and omissions liability insurance to cover or partially cover damages that may be the result of errors, omission, or negligent acts of the Consultant and "Covered Professional Services" as designated in policy must specifically include work performed under this agreement. The policy limit shall be no less than $1,000,000 per claim and $3,000,000 aggregate. The policy must "pay on behalf of" the insured.

(4) Worker's compensation and employer's liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

b. Consultant shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

c. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

d. Consultant agrees that if it does not keep the insurance in full force and effect, the Agency may immediately terminate this Agreement.

e. Consultant shall submit to the Agency proof of compliance with these insurance requirements, consisting of a certificate or certificates of insurance and/or endorsements, not less than one (1) day prior to beginning of performance under this Agreement.

f. Consultant shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

g. The general liability, property damage and automobile policies of insurance shall contain an endorsement naming the Agency, its officers, employees, agents and volunteers as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be modified, canceled or reduced except on thirty (30) days' prior written notice to the Agency. Consultant agrees to request its insurer that it modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

h. The insurance provided by Consultant shall be primary to any other coverage available to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

i. Any deductibles or self-insured retentions shall be subject to Agency approval.

j. If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

14. Mutual Cooperation.

a. The Agency shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services.

b. In the event any claim or action is brought against the Agency relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Agency may require.

15. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand, overnight courier service or facsimile during Agency's and Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to Agency:

Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street
City of Industry, California 91744
Attn: Executive Director

12283\0001\706108.1

With a copy to:

Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, CA 90071
Attn: William L. Strausz, Esq.
Fax: (213) 626-0078

If to Consultant:

Leighton Consulting, Inc.
10532 Acacia St., Suite B-6
Rancho Cucamonga, CA 91730
Attn: Michael Grace
Fax: (909) 484-2170

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

a. Organization. Consultant is duly organized, validly existing and in good standing under the laws of the State of California and in each other state in which it conducts business.

b. Licences. Consultant has all requisite licenses, permits, certifications, power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement.

c. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Consultant, and all documents and instruments required hereunder to be executed and delivered by Consultant have likewise been duly executed and delivered. This Agreement does, and such documents and instruments will, constitute legal, valid and binding obligations of Consultant in accordance with their terms. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of the partnership agreement, charter, bylaws or governing documents of Consultant (or any of corporations comprising Consultant), or any agreement or instrument to which Consultant is a party or by which Consultant is bound, or any judgment, decree, order statute, rule or regulation applicable to Consultant.

17. Conflicts of Interest

Consultant and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Section 81000, et. seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Executive Director, perform work for another

person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant agrees that a clause substantially similar to this section shall be incorporated into any sub-agreement, which Consultant executes in connection with the performance of this Agreement.

18. Accounting Requirements.

Consultant shall maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project under the Scope of Work. The accounting system shall conform to the Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

20. Compliance with Laws.

Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

21. Reliance on Reports.

Consultant understands that the Agency will rely upon its reports, analysis and related date. Consultant understands and agrees that the reports prepared by Consultant, and the information, data, test results and the conclusions and analyses contained therein regarding the geologic condition of a site, and/or the soils beneath a site, may be relied upon by the Agency, its program managers, consultants, agents and appraisers of a site, any purchaser and developer of a site, (provided that the limitations and restrictions set forth herein shall apply to such purchaser and developer) and may be submitted and relied upon by any local, state or federal agencies and entities, as a part of the evaluation of the risk associated with the development or use of the site and the soils beneath a site, and for the purpose of assessing the geotechnical condition of a site, issuing closure letters, permits, licenses or authorizations to develop a site, and to determine whether further investigation, assessment, review or study is necessary, and so that Agency, and any designated purchaser and developer of any site can conduct construction activities on and develop the site.

22. Discrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants that are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. No Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, nor shall it subcontract any of the work described in this Agreement or the Scope of Work without the prior written consent of Agency, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

24. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

25. Attorneys' Fees.

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

26. Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default by the other party.

27. Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specified performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

28. Time Is Of The Essence.

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof; and each and every provision hereof is hereby declared to be and made a material, essential and necessary part of this Agreement.

29. Exhibits; Precedence.

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A or any other proposal approved by the Executive Director, the provisions of this Agreement shall prevail.

30. Agency Not Obligated to Third Parties. The Agency shall not be obligated or liable under this Agreement to any party other than Consultant.

31. Entire Agreement and Amendments.

This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and the Agency. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

32. Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

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

WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

By: _____
Kevin Radecki, Executive Director

CONSULTANT: LEIGHTON CONSULTING, INC.

By: _____ 12/11/2012
THOMAS C. BENSON, JR.
PRESIDENT & CEO

12283\0001\706108.1

EXHIBIT A

Scope of Services

EXHIBIT "A"

Leighton Consulting, Inc
A LEIGHTON GROUP COMPANY

December 3, 2012

Proposal No. RC12-052

To: Successor Agency to the Industry Urban-Development Agency
c/o CNC Engineering
255 North Hacienda Boulevard, Suite 222
City of Industry, California 91744

Attention: Mr. Josh Nelson

Subject: Proposal to Provide Geotechnical and Materials Testing Services During Grading and Construction of Diamond Bar Creek Restoration - Phase 2 and Trapezoidal Channel Reconstruction 2 and Future Phase 3 (Highwater Bypass Grading), Contract No. DBC-0375, City of Industry, California

Introduction

In response to your request, Leighton Consulting is pleased to present this proposal to provide geotechnical and materials testing services during construction of the subject project. This proposal is based in part on our review of the project specifications dated October 2012, the project plans prepared by CNC Engineering, titled Diamond Bar Creek Restoration Phase 2 and Trapezoidal Channel Reconstruction (105 sheets) dated September 13, 2012.

Proposed Scope of Work - Phase 2

Based on our conversations with the project team we understand the project duration is expected to be 130 days (6 months). We estimate that our services will be required during construction for a period of 24 weeks full time (40 hours per week) for our soil field technician and part time (6 hours per week) for our Senior Staff Geologist. We

10532 Acacia Street ▪ Suite B-6 ▪ Rancho Cucamonga, CA 91730
909.484.2205 ▪ Fax 909.484.2170 ▪ www.leightonconsulting.com

estimate that approximately 160 hours of field time, total, will be required for field special inspection of concrete.

We propose the following scope of work:

- Attendance by our Principal Geologist and Field Operations Manager at a preconstruction meeting and weekly site meetings, as needed.

- Field observation and testing services by our soil field technician and concrete inspector will be provided full- and part-time, on an as-needed, as-requested basis during:

  - Grading and fill placement.
  - Backfill of various utility trenches.
  - Subgrade preparation for pavement and flat work improvements.
  - Concrete placement for concrete structures.
  - Attendance at weekly site meetings as requested.

- Field geologic mapping during grading will be provided by our geologic staff.

- Laboratory testing will be conducted for:

  - Maximum dry density/optimum moisture
  - Sieve analysis
  - Sand equivalent
  - Concrete compressive strength

- Geotechnical engineering analysis, QA/QC supervision and project management of our services will be provided as needed by our Engineering Geologist and Field Operations Manager.

- Daily Field Reports summarizing the earthwork activities will be provided to your field representative.

- Preparation of one final report summarizing the construction activities and the results of our field and laboratory tests.

EXHIBIT"A"

Proposed Scope of Work - Phase 3

Based on our conversations with the project team, we estimate that an additional fee of $100,000 will be required for future highwater bypass grading.

Fee Estimate

We estimate that the fee for the geotechnical and materials testing services for Phase 2 will be approximately Two Hundred Twenty Thousand Dollars ($220,000) and ($100,000) for future Phase 3 Highwater bypass grading for a total estimate of Three Hundred Twenty Thousand Dollars ($320,000). A breakdown of the assumptions and the estimated fees for our services are provided in Table 1, attached. The actual fees for our services will be dependent upon the schedule, pace and efficiency of your various subcontractors working during the project. Our fees will be charged on a time-and-materials basis in accordance with the attached 2012 Professional Fee Schedule for Prevailing Wage Projects.

We look forward to working with the Agency on this project. If you have any questions regarding our proposal or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Michael E. Grace
Field Operations Manager

MG/rsm

Attachments: Table 1 - Breakdown of Estimated Fee for Geotechnical and Materials Testing Services
2012 Professional Fee Schedule for Prevailing Wage Projects

Distribution: (2) Addressee

Accepted by: _____ Date: _____

EXHIBIT "A"

Table 1
Breakdown of Estimated Fees
Geotechnical and Materials Testing Services

Diamond Bar Creek Restoration Phase 2

Field Meetings

	Hrs./Wk	Weeks	Rate	Amount	
Principal Geologist	1	24	$215	$5,160	
Field Operations Manager	2	24	160	7680	
Vehicle	3	24	15	1080	
		Subtotal:			$13,920

Field Services*

	Hrs. Wk	Weeks	Rate	Amount	
Field Soil Technician	40	24	$105	$100,800	
Staff Geologist	6	24	140	20,160	
Field Operations Manager/Project Engineer	4	24	160	15,360	
Principal	1	24	215	5,160	
Vehicle	51	24	15	18,360	
Deputy Inspector	20	10	95	19,000	
Sample Pickup 10 Trips @ $80/trip				1,600	
		Subtotal:			$180,440

Project Management & QA/QC

	Hrs./Wk	Weeks	Rate	Amount	
Field Operations Manager	2	24	$160	$7,680	
Associate Engineer	1	24	200	4,800	
		Subtotal:			$12,480

Laboratory Testing**

	No. of Tests	Rate	Amount	
Maximum Density/Optimum Moisture Content	6	$245	$1,470	
Sand Equivalent	4	105	420	
Sieve Analysis	4	175	700	
	Subtotal:			$2,590

Laboratory Materials Testing**

	No. of Tests	Rate	Amount	
Compressive Strength of Concrete Cylinders	60	$25	$1,500	
	Subtotal:			$1,500

Report Preparation

Preparation of One Final Report		$9,070
	Total Estimated Fee Phase 2:	$220,000
Future Highwater Bypass Grading Phase 3	Estimated Fee Phase 3:	$100,000
	Total Estimated Fee:	$320,000

* Actual field hours will depend on the contractor's schedule and efficiency.
** Actual number and type of tests will vary depending on field conditions.

Leighton

EXHIBIT B

Project Timeline

Start date: April 24, 2013

Estimated end of construction: June 30, 2017

Upon the start of construction a more detailed project schedule will be established.

EXHIBIT C

Professional Fee Schedule
Hourly Rates

EXHIBIT "C"

Leighton

PROFESSIONAL FEE SCHEDULE 2012

CLASSIFICATION	$/HR
Non-Destructive Testing (NDT) (ANSI)	95
Prevailing Wage (Soil Field Technician)*	105
Remediation System Operation & Maintenance Specialist	105
Materials Inspection Manager/Deputy Grading Inspector	110
Field/Laboratory Supervisor	125
Staff Engineer/Geologist/Scientist	125

CLASSIFICATION	$/HR
Senior Staff Engineer/Geologist/Scientist	140
Operations/Laboratory Manager	160
Project Engineer/Geologist/Scientist	160
Senior Project Engineer/Geologist/Scientist	180
Associate	200
Principal	215
Senior Principal	260
Project Administrator /Word Processor	78
Information Specialist	105
CAD Operator	110
GIS Specialist	125
Vehicle usage	15

GEOTECHNICAL LABORATORY TESTING

METHOD	$/TEST
CLASSIFICATION & INDEX PROPERTIES	
Moisture Content (ASTM D 2216)	$20
Moisture & Density (ASTM D 2937) ring samples	30
Moisture & Density (ASTM D 2937) Shelby tube or cutting	40
Atterberg Limits (ASTM D 4318) 3 points:	150
- single point, non-plastic	85
- Atterberg Limits (Organic ASTM D 2487 / 4318)	180
- Visual classification as non-plastic (ASTM D 2488)	10
Particle Size	
- sieve only 1½" to #200, (ASTM D 6913/CTM 202)	110
- large sieve - 6" to #200 (ASTM D 6913/C136/CTM 202)	175
- hydrometer only (ASTM D 422)	110
- sieve + hydrometer (≤3" sieve, ASTM D 422)	185
Dispersive Characteristics of Clay Soil (double hydrometer, ASTM D 4221)	90
Specific Gravity-fine (passing #4, ASTM D 854/CTM 207)	125
Specific Gravity-coarse (ASTM C 127/CTM 206) retained on #4	100
- Total Porosity - on Shelby tube sample (calculated from density & specific gravity)	165
- Total Porosity - on other sample	155
Photograph of sample	10
Shrinkage Limits (Wax Method, ASTM D 4943)	126
Pinhole Dispersion (ASTM D 4647)	210
Percent Passing #200 Sieve, wash only (ASTM D 1140)	70
As-Received Moisture & Density (chunk/carved samples)	60
Sand Equivalent (CTM 217)	105
COMPACTION & PAVEMENT SUBGRADE TESTS	
Relative Compaction of Untreated & Treated Soils & Aggregates (CTM 216)	250
Relative Density (0.1 ft^3 mold, ASTM D 4253, D 4254)	235
California Bearing Ratio (ASTM D 1883)	
- 3 point	500
- 1 point	185
R-Value (CTM 301) Untreated	310
R-Value (CTM 301) Lime or cement treated soils	340
Standard Proctor Compaction, (ASTM D 698) 4 points:	
- 4 inch diameter mold (Methods A & B)	180
- 6 inch diameter mold (Method C)	215

METHOD	$/TEST
Modified Proctor Compaction (ASTM D 1557) 4 points	
- 4 inch diameter mold (Methods A & B)	220
- 6 inch diameter mold (Method C)	245
Check Point (per point)	65
SOIL CHEMISTRY & CORROSIVITY	
pH Method A (ASTM 4972 or CTM 643)	45
Electrical Resistivity – single point – in-situ moisture	45
Minimum Resistivity 3 moisture content points (CTM 643)	90
pH + Minimum Resistivity (CTM 643)	130
Sulfate Content - Gravimetric (CTM 417 B (73) Part II)	70
Sulfate Screen (HACH kit)	30
Chloride Content (AASHTO T291/CTM 422 (78))	70
Corrosion Suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
Organic Matter Content (ASTM 2974)	65
SHEAR STRENGTH	
Pocket Penetrometer	15
Direct Shear (ASTM D 3080, mod., 3 points)	
- Consolidated Undrained - 0.05 inch/min	285
- Consolidated Drained - <0.05 inch/min	345
Residual Shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
Remolding or hand trimming of specimens (3 points)	90
Oriented or block hand trimming (per hour)	65
Single Point Shear	105
Torsional Shear (ASTM D 6467 / ASTM D 7608)	820
CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidation (ASTM D 2435)	195
- Each additional time curve	45
- Each additional load/unload w/o Time Reading	40
Expansion Index (ASTM D 4829)	130
Swell/Collapse – Method A (ASTM D 4546-A, up to 10 load/unloads w/o time curves)	290
Single Load Swell/Collapse - Method B (ASTM D 4546-B, seat, load & inundate only)	105
Collapse Potential of Soils (ASTM D 5333)	220

EXHIBIT "C"

METHOD	$/TEST
TRIAXIAL TESTS	
Unconfined Compression Strength of Cohesive Soil (with stress/strain plot, ASTM D 2166)	135
Unconsolidated Undrained Triaxial Compression Test on Cohesive Soils (USACE Q test, ASTM D 2850, per confining stress)	170
Consolidated Undrained Triaxial Compression Test for Cohesive Soils, (ASTM D 4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375
Consolidated Drained Triaxial Compression Test (CD, USACE S test, with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress)	375
Silt or clayey sand soils (per confining stress)	500
Clay soils (per confining stress)	705
Three-stage Triaxial (sand or silty sand soils)	655
Three-stage Triaxial (silt or clayey sand soils)	875
Three-stage Triaxial (clay soils)	1,235
Remolding of Test Specimens	65

METHOD	$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial Permeability in Flexible-Wall Permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C)	310
Each Additional Effective Stress	120
Hand Trimming of Soil Samples for Horizontal K	60
Remolding of Test Specimens	65
Permeability of Granular Soils (ASTM D 2434)	135
SOIL-CEMENT	
Moisture-Density curve for Soil-Cement Mixtures (ASTM D 558)	240
Wet-Dry Durability of Soil-Cement Mixtures (ASTM D 559) **	1,205
Compressive Strength of Molded Soil-Cement Cylinders (ASTM D 1633) per cylinder **	60
Soil-Cement Remolded Specimen (for shear strength, consolidation, etc.) **	235
** Compaction (ASTM D 558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

TECHNICIAN SERVICES	$/UNIT
Pick-up & Delivery – (weekdays, per trip, <50 mile radius from Leighton office)	80
Coring & Sizing (at Leighton laboratory per core)	80

METHOD	$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete Cylinders Compression (ASTM C 39) (6" x 12")	25
Compression, Concrete or Masonry Cores (testing only) ≤6" diameter (ASTM C 42)	40
Trimming concrete cores (per core)	20
Flexural Strength of Concrete (Simple Beam with 3rd pt. Loading, ASTM C 78/CTM 523)	65
Flexural Strength of Concrete (simple beam w/ center point loading, ASTM 293/CTM 523)	65
Mix Design, (review of existing data)	215
Non Shrink Grout Cubes ($2^{"3}$, ASTM C 109/C 1107)	25
Drying Shrinkage (four readings, up to 90 days, 3 bars, ASTM C 157)	400
ASPHALT CONCRETE, HMA, SPECIMEN TESTING	
Extraction by Ignition Oven (CTM 382)	150
Extraction by Ignition Oven, percent asphalt & gradation (CTM 382/CTM 202)	195
Extraction, Percent Asphalt & Gradation, Centrifuge (ASTM D 2172/D 5444)	195
Extraction & Percent Asphalt, centrifuge (ASTM D 2172)	155
Extraction & Gradation, centrifuge (ASTM D 2172 /C 136)	175
Stabilometer Value (CTM 366)	265
Bituminous Mixture Preparation (CTM 304)	80
Moisture Content of Asphalt (CTM 370)	60
Bulk Specific Gravity – Molded Specimen or Cores (ASTM D 1188/CTM 308)	55
Maximum Density - Hveem (CTM 308)	125
Theoretical Maximum Density & Specific Gravity of HMA, (CTM 309)	130
Ignition Oven Correction/Correlation Values	quote
Thickness or Height of Compacted Bitumirious Paving Mixture Specimens (ASTM 3549)	40
Rubberized Asphalt (add to above rates)	+ 25%

METHOD	$/TEST
AGGREGATE PROPERTIES	
Sieve Analysis (fine & coarse aggregate ASTM C 136)	135
Sieve Analysis-(finer than #200, Wash, ASTM C 117)	90
LA Rattler-smaller coarse aggregate <1.5" (ASTM C 131)	165
LA Rattler-larger coarse aggregate 1-3" (ASTM C 535)	190
Durability Index (CTM 229)	200
Cleanness Value of Coarse Aggregate (CTM 227)	210
Unit Weight of Aggregate (CTM 212)	50
Soundness Magnesium (ASTM C 88)	225
Soundness Sodium	650
Uncompacted Void Content -fine aggregate (CTM 234)	130
Flat & Elongated Particles in Coarse Aggregate (CTM 235)	215
Percent of Crushed Particles (CTM 205)	135
Organic Impurities in Concrete Sand (CTM 213)	60
Apparent Specific Gravity of Fine Aggregate (CTM 208)	130
Moisture Content of Aggregates by Oven Drying (CTM 226)	40
Clay Lumps, Friable Particles (ASTM C 142)	175
MASONRY	
Mortar Cylinders (2" by 4", ASTM C 780)	25
Grout Prisms (3" by 6", ASTM C 1019)	25
Masonry Cores Compression, ≤6" diameter (testing only, ASTM C 42)	25
CMU Compression to size 8" x 8" x 16" (3 required, ASTM C 140)	40
CMU Moisture Content, Absorption & Unit Weight (6 required, ASTM C 140)	45
CMU Linear Drying Shrinkage (ASTM C 426)	175
CMU Grouted Prisms (compression test ≤8" x 8" x 16", ASTM E 447 C 1314)	180
CMU Grouted Prisms (compression test > 8" x 8" x 16", ASTM E 447 C 1314)	250
Masonry Core-Shear Title 24 (test only)	250
BRICK	
Compression (5 required, cost for each, ASTM C 67)	40

EXHIBIT "C"

METHOD	$/TEST
SLAB-ON-GRADE MOISTURE EMISSION KIT	
Moisture Test Kit (excludes labor to perform test, ASTM E 1907)	60
REINFORCING STEEL	
Rebar Tensile Test, Up to No. 10 (ASTM A 370)	45
Rebar Tensile Test, No. 11 & over (ASTM A 370)	100
Rebar Bend Test, Up to No. 11 (ASTM A 370)	45

METHOD	$/TEST
STEEL	
Tensile Strength, ≤100,000 pounds axial load (ASTM A 370)	45
Prestressing Wire, Tension (ASTM A 416)	150
Sample Preparation (cutting)	50
SPRAY APPLIED FIREPROOFING	
Unit Weight (Density, ASTM E 605)	60

EQUIPMENT, SUPPLIES & MATERIALS

	$/UNIT	
1/4" Grab Plates	$ 5	ea
1/4" Tubing (bonded)	0.55	foot
1/4" Tubing (single)	0.35	foot
3/8" Tubing, clear vinyl	0.55	foot
Box of 10 soil drive-sample rings	25	day
Brass Sample Tubes	10	each
Caution Tape (1000-foot roll)	20	each
Combination Lock or Padlock	11	each
Compressed Air tank & Regulator	50	day
Consumables (gloves, rope, soap, tape, etc.)	35	day
Core Sample Boxes	11	each
Crack monitor	25	each
Cutoff Saws, reciprocating, electric (Saws-All)	75	day
Disposable Bailers	12	each
Disposable Bladders	10	each
Dissolved Oxygen Meter	45	day
DOT 55-gallon Containment Drum with lid	65	each
Double-ring Infiltrometer	125	day
Generator, portable gasoline fueled, 3,500 watts	90	day
Global Positioning System (GPS)	80	day
Hand Auger Set	90	day
HDPE Safety Fence (100')	40	roll
In-Situ Level Troll 500 (each)	90	day
In-Situ Troll 9500 low flow water sampling equipment	150	day
Lockable Equipment Box	15	day
Magnahelic Gauge	15	day
Manometer	25	day
Mileage	IRS rate/mile	

	$/UNIT	
Nitrile Gloves	20	pair
Nuclear Moisture & Density Gauge (licensed, calibrated, swipe tested)	88	day
Pachometer	25	day
pH/Conductivity/Temperature Meter	55	day
Photo-Ionization Detector (PID)	110	day
Pump, Typhoon 2 or 4 Stage	50	day
QED Bladder Pump w/QED control box	160	day
Resistivity Field Meter & Pins	50	day
Service Vehicle Usage	150	day
Slip / Threaded Cap, 2" or 4" diameter, PVC Schedule 40	15	each
Slope Inclinometer	50	day
Stainless Steel Bailer	40	day
Submersible Pump, 10 gpm, high powered Grunfos 2" with controller	160	day
Submersible Sump/Transfer Pump, 10-25 gpm	50	day
Survey/Fence Stakes	8	each
Tedlar® Bags	18	each
Traffic Cones (≤25)/Barricades (single lane)	50	day
Turbidity Meter	70	day
Tyvek® Suit	18	each
Vapor Sampling Box	45	day
Visqueen (20' x 100')	100	roll
Water Level Indicator (electronic well sounder) <300 feet deep well	60	day

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

EXHIBIT "C"

TERMS & CONDITIONS

* Our fees for prevailing wage work are subject to change at any time based upon the project advertised date & any changes in California prevailing laws or wage rates. Prevailing wage time accrued will include portal to portal travel time.

- For all classifications except those subject to prevailing wage, this fee schedule is effective through December 31, 2012 after which remaining work will be billed at then-current rates.
- **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, & 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, & 3 times basic hourly rates on California official holidays.
- **Expert Witness Time:** Expert witness deposition & testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Hourly Charges:** Geotechnical & Environmental Technicians (field time only):

  2 hours : Monday-Friday
  4 hours: Saturday & Sunday

- **Minimum Hourly Charges:** Special Inspectors or Material Testing Field Services (field time only):

  2 hours: Cancellation of inspections not canceled by 4:00 p.m. on preceding day (No charge if cancellation is made before 4:00 p.m. of the preceding work day.)
  4 hours: One-half working day or less except as No. 3 (below) applies
  8 hours: Over one-half working day, or begins before noon & extends into afternoon

- **Outside Direct Costs:** Heavy equipment, subcontractor fees & expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, & other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to & paid by client.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage & a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities & hazardous materials on the project site, prior to fieldwork, & agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe & legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of $10 per bag & $5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing & reporting.

SUCCESSOR AGENCY

ITEM NO. 5.9

SUCCESSOR AGENCY TO THE

INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

From: Paul J. Philips, Executive Director

Staff: John Ballas, City Engineer

Date: January 15, 2016

SUBJECT: Work Authorization No. 2 with CNC Engineering for the Diamond Bar Creek Improvement Project (MP 99-31 #26) (ROPS Line Item No. 148)

CNC Engineering has been retained by the Successor Agency to the Industry Urban-Development Agency to provide construction management services, construction inspection, construction staking, design support during construction, as-builts, and various other design tasks for Phases II & III of the Diamond Bar Creek Improvements Project. CNC Engineering is listed in the Recognized Obligation Payment Schedule under Line Item No. 148.

CNC Engineering has requested a second work authorization for additional services due to the fact that the Phase II Construction was delayed and took longer due to various reasons.

CNC Engineering has submitted a request for an additional $320,000.00 to perform the final phase of construction. Their attached memo provides more background on the project.

It is recommended that the Successor Agency Board approve and execute Work Authorization No. 2.

PJP/JD:af

CNC
ENGINEERING
Consulting Civil Engineers · Surveyors

January 15, 2016

Successor Agency to the Industry-Urban Development Agency
15625 Stafford Street, Ste. 100
City of Industry, CA 91744

Attention: Mr. Paul J. Philips, Executive Director

Re: Work Authorization No. 2 with CNC Engineering for Diamond Bar Creek Improvements, MP 99-31 #26 (ROPS Line Item No. 148)

Mr. Philips,

For the Diamond Bar Creek improvement projects, the Successor Agency to the Industry Urban-Development Agency had previously asked CNC Engineering to submit a work authorization memorandum to provide the detail of the tasks remaining for the Diamond Bar Creek improvement projects. CNC Engineering has been providing services to the Successor Agency under their existing time and materials agreement. This memorandum establishes an estimated budget for CNC to work on the remaining phases of the Diamond Bar Creek Improvements.

Phase I: This project was the 300 foot extension of a boxed storm drain to accommodate the westbound onramp to the 57/60 freeway. It was completed in early 2012.

Phase II: This project was out to bid in November of 2012 and bids were received on November 27, 2012. Due to various project delays, construction commenced in September of 2013 and was completed in September of 2014. This phase included stabilizing the creek, reconstructing the 1,300 foot trapezoidal channel, and extending the storm drains away from the 57/60 Freeway. CNC provided project management, construction support administration, construction inspection, construction staking, design support, as-built plans, and project close out. This phase took longer than expected which contributed to the need for this second work authorization.

Phase III: This may be the final phase of the Diamond Bar Creek Improvements, however it is possible that it might get split up into two projects depending on how the westbound onramp project progresses. The main two goals of this phase is to cut the high flow bypass dirt swale with a concrete spillway and to plant the native materials throughout the creek. The swale can't be cut until the westbound onramp has been constructed. Some of the swale will be planted with native material. Most of the

improvements from Phase II can be planted with native material independent of the westbound onramp, so a separate planting project may be constructed concurrent with the westbound onramp. Tasks that remain for phase III are project management, final design plans and specifications, construction support administration, construction inspection, construction staking, design support, as-built plans, and project close out.

The estimated breakdown of hours and total cost for each phase can be found on Attachment A. The requested budget is listed on line 148 of the Recognized Obligation Payment Schedule (ROPS) which has been approved by the Successor Agency and the Oversight Board.

Best Regards,
CNC Engineering

Clement N. Calvillo,
President

CC/JN/SC:af

CNC
ENGINEERING

ATTACHMENT A - WORK AUTHORIZATION NO. 2

ENGINEERING SERVICES AND CONSTRUCTION SUPPORT FOR DIAMOND BAR CREEK RESTORATION PHASE III (MP 99-31 #26)
PREPARED FOR THE SUCCSSSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PREPARED BY: CNC ENGINEERING
DATE: January 8, 2016

TASK	DESCRIPTION	PROJ MGR	QA/QC MGR	PROJ ENGR	CAD DESIGN	CONST INSPECT	SURV CREW	Admin	Totals
	PHASE III: DESIGN AND CONSTRUCTION								
1	Project Management	70	20	70					$24,175.00
2	Final Design Plans and Specifications	65	25	110				110	$38,235.00
3	Construction Support Administration	310						91	$54,307.50
4	Construction Inspection					450			$66,600.00
5	Construction Staking			100			250		$70,300.00
6	Design Support During Construction	50	15	80	65				$29,585.00
7	As-builts and Project Close Out			60	85		80		$36,797.50
PHASE II ESTIMATED LABOR HOURS		**495**	**60**	**360**	**65**	**450**	**250**	**201**	**1881**
								Subtotal	$320,000.00

Grand Total $320,000.00

Approved and Accepted: Successor Agency to the Industry Urban-Development Agency

By: _____ Date: _____
Mark D. Radecki, Chairman

SUCCESSOR AGENCY

ITEM NO. 5.10

SUCCESSOR AGENCY TO THE

INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

From: Paul J. Philips, Executive Director

Staff: Clement N. Calvillo, CNC Engineering
Joshua Nelson, CNC Engineering
Sean Calvillo, CNC Engineering

Date: January 15, 2016

SUBJECT: Diamond Bar Creek Improvement Project, Amendment No. 1 to Consultant Contract No. 14-SAGE 13-01 MP 99-31 #26 (ROPS Line Item No. 166)

Sage Environmental Group (SAGE) has been retained to provide resource agency coordination, environmental biologist services, native planting design and construction support for the Diamond Bar Creek Improvement project. SAGE is listed in the Recognized Obligation Payment Schedule under Line Item No. 166.

California Department of Fish and Wildlife (CDFW) issued a Steambed Alteration Agreement for the LA-60 Ditch Maintenance (SAA 1600-2009-0219-R5, dated August 14, 2013) which included additional requirements related to the Diamond Bar Creek project. SAGE has submitted a proposal for additional services.

The services include the placement of a CDFW Conservation Easement over the ±26-acre Diamond Bar Creek Habitat Mitigation Area and cowbird trapping commencing upon completion of improvements for the LA-60 Ditch Maintenance 3.00 acre habitat area within the Diamond Bar Creek habitat mitigation area.

SAGE has submitted a request for a budget increase in the amount of $25,000.00 to perform this additional work. CNC has reviewed the proposal and finds it to be in order.

It is recommended that the Successor Agency Board approve and execute the Amendment No. 1. Please forward the signed documents to Christina Brown for further processing.

PJPCC/JN/SC:af

SAGE ENVIRONMENTAL GROUP

Environmental • Biological • Habitat Restoration • Regulatory Compliance Services

January 8, 2016 VIA ELETRONIC TRANSMITTAL

Mr. Paul Philips, City Manager
City of Industry
P.O. Box 3366
15625 East Stafford Street
City of Industry, CA 91744-0366

Subject: **Augment Request – Consultant Services to provide Biological and Regulatory Compliance Services**

Project: **14-SAGE 13-01 MP 99-31 26, Diamond Bar Creek Improvements Project City of Industry, Los Angeles County, California**

Dear Mr. Philips,

Thank you for the opportunity to submit this augment request to provide additional regulatory compliance and biological monitoring services to the City of Industry (City) for implementation of MP 99-31 26 Diamond Bar Creek Improvements Project.

Sage Environmental Group (SAGE) is currently under contract to provide construction phase biological monitor (Task 1) and HMMP installation management, monitoring and reporting (Task 2) based on 14-SAGE 13-01 MP 99-31 26, as executed on the April 26, 2013.

Subsequent to finalization of that contract, California Department of Fish and Wildlife (CDFW) issued a Streambed Alteration Agreement for the LA-60 Ditch Maintenance (SAA 1600-2009-0219-R5, dated August 14, 2013) which added additional conditions related to the 14-SAGE 13-01 MP 99-31 26 project, specifically:

- Placement of a CDFW Conservation Easement over the 26-acre± Diamond Bar Creek Habitat Mitigation Area.
- Cowbird trapping to commence upon completion of improvements for the LA-60 Ditch Maintenance 3.00 acre habitat area within the Diamond Bar Creek habitat mitigation area. This augment provides Year 2016 cowbird trapping ONLY.

SAGE will assist the City of Industry with these additional compliance items based on a Time and Materials Not-to-Exceed augment budget estimate of $25,000. The terms and conditions of this proposal will remain valid for 60 days.

If you have any questions regarding this augment, please feel free to call me directly at 949.243.2282. We look forward to continue working with you on this interesting project.

Sincerely,

Alissa Cope, Principal
Sage Environmental Group

24040 CAMINO DEL AVION, SUITE A77 • MONARCH BEACH, CA 92629
949.243.2282 OFFICE • WWW.SAGEENVIRONMENTALGROUP.COM • 949.661.0185 FAX

AMENDMENT NO. 1
TO AGREEMENT FOR CONSULTING SERVICES WITH
SAGE ENVIRONMENTAL GROUP

This Amendment No. 1 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 28th day of January, 2016, by and between the Successor Agency to the Industry Urban-Development Agency, a California municipal corporation ("Agency") and Sage Environmental Group ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about April of 2013, the Agreement was entered into and executed between the Agency and Consultant to provide biological and regulatory services for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction; and

WHEREAS, given Section 5 ("Compensation") of the Agreement stipulated a total compensation not to exceed $121,000.00; and

WHEREAS, given the California Department of Fish and Wildlife (CDFW) issued a Steambed Alteration Agreement for the LA-60 Ditch Maintenance, it is necessary to amend Section 5 "Compensation" with a budget increase in the amount of $25,000.00. The additional services include:

1. Placement of a CDFW Conservation Easement over the 26-acre± Diamond Bar Creek Habitat Mitigation Area.
2. Cowbird trapping to commence upon completion of improvements for the LA-60 Ditch Maintenance 3.00 acre habitat area within the Diamond Bar Creek habitat mitigation area. This augment provides Year 2016 cowbird trapping ONLY.

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

AMENDMENT

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

5. Compensation.

a. Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, in an amount no to exceed one hundred forty six dollars no cents ($146,000.00), based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. Such amount will only be exceeded by an express, supplemental, written authorizations by the Agency.

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

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

By: _____
Paul J. Philips, Executive Director

"CONSULTANT"
SAGE ENVIRONMENTAL GROUP

By: _____
Alissa Cope, Principal

Attest:

By: _____

APPROVED AS TO FORM

By: _____
James M. Casso, Agency Attorney

EXHIBIT A TO AMENDMENT NUMBER 1:

PROFESSIONAL SERVICES AGREEMENT WITH SAGE ENVIRONMENTAL GROUP (April 24, 2013)

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 24 day of April 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **SAGE ENVIRONMENTAL GROUP,** a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires the following professional services from a consultant to provide biological and regulatory services for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction.

B. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Agency and Consultant agree, as follows:

1. Consultant's Services.

a. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall perform the services set forth in the Scope of Work attached hereto and incorporated herein as Exhibit "A" ("Scope of Work").

b. Project Manager. Consultant's Project Manager on this project will be Alissa Cope, who will have the overall responsibility and will supervise the work performed by Consultant on this project.

c. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but Agency reserves the right, for good cause, to require Consultant to exclude any employee from performing services on Agency's premises.

d. Licenses. Consultant will obtain all necessary licenses, permits and other approvals to perform the work specified in this Agreement and will pay all fees or taxes required for the issuance of the same.

e. Changes to Scope and Cost of Work. Consultant may, from time to time, request changes in the scope of services and costs in this Agreement to be performed hereunder. Before any work is performed beyond the scope of services in this Agreement, such changes

must be mutually agreed upon between Consultant and Agency and incorporated in written amendments to this Agreement.

f. Time for Performance. Consultant shall commence the services on the Effective Date and perform all services in conformance with the project timeline established by the Executive Director, set forth as Exhibit "B."

2. City Representative.

The Executive Director or his designee shall represent the Agency in the implementation of this Agreement.

3. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until April 24, 2017, unless sooner terminated as provided in Section 4 herein.

4. Termination.

The Agency may terminate this Agreement for any reason on ten (10) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days written notice to Agency. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice. In the event of termination by Agency, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against Agency by reason of such termination.

5. Compensation.

a. Compensation [check applicable provision]

☒ Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, in an amount not to exceed one hundred twenty one dollars and no cents ($121,000.00), based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. Such amount will only be exceeded by an express, supplemental, written authorization by the Agency.

☐ Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, in an amount not to exceed_____. Such amount will only be exceeded by an express, supplemental, written authorization by the Agency.

b. Expenses [check applicable provision]

b. Expenses [check applicable provision]

☒ The amount set forth in paragraph a shall include Consultant's fees for the services as well as the actual cost of any equipment, materials, and supplies incurred by consultant in performing the work contemplated by this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable).

☐ Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit C. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City. In no event shall expenses exceed the sum of _____.

c. Additional Services. Agency shall make payments for any services requested by Agency not included in the Scope of Services to Consultant on a time and materials basis using Consultant's standard fee schedule.

6. Method of Payment

Consultant shall submit to Agency an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked and reimbursable expenses, if any, for each day in the period. Each invoice submitted shall include the appropriate documentation for any reimbursable expenses claim by Consultant. Within ten business days of receipt each invoice, Agency shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Agency shall pay all undisputed amounts included on the invoice. Agency shall not withhold applicable taxes or other authorized deductions from payments made to Consultant. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by Agency.

7. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Such material shall not be the subject of a copyright application by Consultant. Any re-use by Agency of any such materials on any project other than the project for which they were prepared shall be at the sole risk of the Agency unless Agency compensates Consultant for such use.

8. Records Retention and Access to Records.

a. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 4 years. Agency shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. If applicable under this Agreement, all files, documents, samples, test results, chain of custody logs, and other records and other relevant data developed by Consultant in the course of performing this Agreement shall be maintained for a period of two (2) years after

completion of all work and after final payments have been made and shall be made available to Agency upon request.

9. Confidential Status; Disclosure of Information.

All data, reports, documents, materials or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Agency. Agency shall grant such consent if disclosure is legally required. All Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

10. Qualifications; Standard of Performance.

a. Consultant's Qualifications. Consultant has represented to the Agency that the Consultant, its employees and its subcontractors are knowledgeable, skilled and experienced and fully qualified to provide the services described in this Agreement and to perform such assessment, investigation, and analysis contemplated by the Agreement in accordance with good industry practices of Consultant's profession performing similar services under similar circumstances at the time the services are performed.

b. Standard of Performance. Consultant, its employees and its subcontractors shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency, and as described in the Scope of Work. All work performed by Consultant and its employees pursuant to this Agreement will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with all regulatory and good management standards, and in a good, safe and workmanlike manner. Consultant will be responsible to ensure that all work performed by its employees or any contractors is performed to the standards set forth in this Agreement and that such work complies with requirements of any governmental agency or entity and applicable law.

11. Independent Contractor.

a. Consultant is an independent contractor and shall have no power to incur any debt, obligation or liability on behalf of Agency. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Agency.

b. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Agency harmless from any and all taxes, assessments, penalties, and interest asserted against the Agency by reason of the independent contractor relationship created by this Agreement. In the event that Agency is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between Agency and Consultant, then Consultant agrees to reimburse Agency for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

c. Consultant shall fully comply with the workers' compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Agency harmless from any failure of Consultant to comply with applicable worker's compensation laws.

d. The Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the Agency from Consultant as a result of Consultant's failure to promptly pay to the Agency any reimbursement or indemnification arising under this Section.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant hereby shall, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the Agency, its respective officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), resulting from any negligent act, error, omission or failure to act of Consultant or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or their respective officers, agents, servants or employees in connection with, resulting from, or related to this Agreement or for failure to perform or negligent performance of any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that this Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees. This indemnity provision shall survive the termination of this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

b. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims.

c. Consultant agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant agrees to be fully responsible and shall indemnify, hold harmless and defend the Idemnitees from and against any and all Claims resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement as set forth in this Section.

13. Insurance.

a. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of commercial general liability insurance written on an occurrence basis with limits no less than $2,000,000 per occurrence and for all covered losses and $2,000,000 general aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automotive liability insurance, with minimum combined single limits coverage of $1,000,000 covering any vehicle utilized in the performance of services under this Agreement;

(3) Professional liability or Errors and Omissions Insurance as appropriate written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

(4) Worker's compensation and employer's liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

(5) Pollution Liability Insurance. [check if applicable]

☐ Pollution Liability Insurance written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be not less than $1,000.000 per claim and $3,000,000 aggregate.

b. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

c. Consultant agrees that if it does not keep the insurance in full force and effect, the Agency may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the Agency may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of Agency, from payments due Consultant, along with a reasonable administrative handling charge.

d. Consultant shall submit to the Agency proof of compliance with these insurance requirements, consisting of a certificate or certificates of insurance and/or endorsements, not less than one (1) day prior to beginning of performance under this Agreement.

e. Consultant shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

f. The general liability, property damage and automobile policies of insurance shall contain an endorsement naming the Agency, its officers, employees, attorneys, agents and volunteers as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be modified, canceled or reduced except on thirty (30) days' prior written notice to the Agency. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

g. The insurance provided by Consultant shall be primary to any other coverage available to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

h. All insurance coverage provided pursuant to this Agreement should not prohibit Consultant, and Consultant's officers, employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Agency, its officers, employees, agents and representatives.

i. Any deductibles or self-insured retentions must be approved by the Agency. At the option of the Agency, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the Agency or Consultant shall procure a bond guaranteeing payment of losses and expenses.

j. If Consultant is a Limited Liability Company, the general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

k. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the Agency, its employees, officials and agents.

l. For purposes of applying insurance overage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

m. Consultant agrees to be responsible for ensuring that no contact used by any party involved in any way with the project reserves the right to charge Agency or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the Agency. It is not the intent of Agency to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.

n. Consultant agrees to provide immediate notice to Agency of any claim or loss against Consultant arising our of the work performed under this Agreement. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the Agency.

o. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 12 of this Agreement.

p. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

14. Mutual Cooperation.

a. The Agency shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services.

b. In the event any claim or action is brought against the Agency relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Agency may require.

15. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service

during Agency's and Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to Agency:

Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street
City of Industry, California 91744
Attn: Executive Director

With a copy to:

Richards, Watson & Gershon
333 South Hope Street - 38th Floor
Los Angeles, CA 90071
Attn: William L. Strausz, Esq.
(213) 626-8484
Fax: (213) 626-0078

If to Consultant:

Sage Environmental
24040 Camino Del Avion, Suite A77
Monarch Beach, CA 92629
Attn: Alissa Cope

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

a. Organization. Consultant is duly organized, validly existing and in good standing under the laws of the State of California and in each other state in which it conducts business.

b. Agency. Consultant has all requisite licenses, permits, certifications, power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement.

c. Approval. The execution, delivery and performance of this Agreement by Consultant and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by the Board of Directors and are not subject to ratification by the Shareholders of Consultant at a special meeting therefore.

d. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Consultant, and all documents and instruments required hereunder to be executed and delivered by Consultant have likewise been duly executed and delivered. This Agreement does, and such documents and instruments will, constitute legal, valid and binding obligations of Consultant in accordance with their terms. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of the partnership agreement, charter, bylaws or governing documents of Consultant (or any of corporations comprising Consultant), or any agreement or instrument to which Consultant is a party or by which Consultant is bound, or any judgment, decree, order statute, rule or regulation applicable to Consultant.

17. Conflicts of Interest

Consultant and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Section 81000, et. seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Executive Director, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant agrees that a clause substantially similar to this section shall be incorporated into any sub-agreement, which Consultant executes in connection with the performance of this Agreement.

18. Accounting Requirements.

Consultant shall maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project under the Scope of Work. The accounting system shall conform to the Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Compliance with Laws.

a. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

b. Compliance with Environmental Laws. [check if applicable]

□ Consultant shall comply with § 306 of the Federal Clean Air Act (42 U.S.C. §1857(h)), § 508 of the Federal Water Pollution Prevention Act (33 U.S.C. § 368), and the laws implementing those acts, including Executive Order 11,738 and 40 C.F.R. pt. 15. Consultant shall comply with the provisions of the "Barry Keane Underground Storage Tank Cleanup Trust Fund Act of 1989 (Health & safety Code §§ 25299.10 et. seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 23, § 2810 et. seq. Consultant shall also comply with mandatory standards and policies relating to energy efficiency, according the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

21. Reliance on Reports [check if applicable]

□ Consultant understands that Agency will rely upon its reports, analysis and related date. Consultant understands and agrees that the reports prepared by Consultant, and the information, data, test results and the conclusions and analyses contained therein regarding the geologic and environmental condition of a site, and/or the soils and groundwater beneath a site, may be relied upon by the Agency, its program managers, consultants, attorneys and appraisers of a site, any purchaser and developer of a site, (provided that the limitations and restrictions set forth herein shall apply to such purchaser and developer) and may be submitted and relied upon by any local, state or federal agencies and entities, as a part of the evaluation of the risk associated with the development or use of the site and the soils and groundwater beneath a site, and for the purpose of assessing the geotechnical, hydro- geological and/or environmental condition of a site and the ground and surface water on, under and in the area of a site, issuing closure letters, permits, licenses or authorizations to develop a site, and to determine whether further environmental investigation, assessment, review or study is necessary, and so that the Agency and any designated purchaser and developer of any site can conduct construction activities on and develop the site.

22. Discrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. No Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, nor shall it subcontract any of the work described in this Agreement or the Scope of Work without the prior written consent of Agency, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

24. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof; and each and every provision hereof is hereby declared to be and made a material, essential and necessary part of this Agreement.

27. Exhibits; Precedence.

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

28. Entire Agreement and Amendments.

This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and the Agency. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

29. Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

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

WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

By: _____
Kevin Radecki, Executive Director

CONSULTANT

By: _____

By: Alison Cope, Principal

EXHIBIT A

Scope of Services

EXHIBIT "A"

SAGE ENVIRONMENTAL GROUP

Environmental • Biological • Habitat Restoration • Regulatory Compliance Services

December 3, 20122

Mr. Kevin Radecki
Successor Agency to the Industry Urban-Development Agency
P.O. Box 3366
15625 East Stafford Street
City of Industry, CA 91744-0366

Electronic Transmittal

Subject: **Scope of Services – Consultant Services to provide Biological and Regulatory Compliance Services**

Project: **Diamond Bar Creek Habitat Restoration Project , City of Industry, Los Angeles County, CA**

Dear Mr. Radecki,

Thank you for the opportunity to provide biological and regulatory compliance services for the continued implementation of the 26-acre Diamond Bar Creek Habitat Restoration Project (Project). The habitat restoration is based upon engineering plans developed by CNC Engineering and the resource agency-approved[1] *Final Industry Business Center Habitat Mitigation and Monitoring Plan* (HMMP), prepared by Sage Environmental Group (SAGE), as updated on June 16, 2009. The Project provides mitigation for several transportation projects, including the SR 60 Westbound On-ramp at the Grand Avenue Interchange Project, the SR 57/SR 60 Confluence at Grand Avenue Project, and the SR 60 Lemon Avenue Interchange Project.

Diamond Bar Creek, at this, location is a perennial stream course which conveys nuisance, low and peak flows. The creek bed is deeply incised due to high velocity peak storm events that continue to remove sediment from the creek bottom and undercut the side slopes. The comprehensive mitigation program consists of stream course stabilization, non-native plant species eradication, and the preservation, expansion, and long-term management of native habitat. Upon project completion, the 26-acre habitat area will be placed into conservation. To date, non-native plant species eradication and initial grubbing within the construction zones has been completed.

Sage Environmental Group will provide biological and regulatory compliance services for the project in order the ensure the successful installation and maintenance of habitat within the 26-acre habitat area during the three-year establishment period. Principal compliance tasks include:

Task 1: Biological Monitoring – Construction Phase

Consistent with the requirements of the United States Fish and Wildlife Service (USFWS), all construction will be monitored utilizing a USFWS-approved biologist to ensure minimization of

[1] California Department of Fish and Game Streambed Alteration Unit; Regional Water Quality Control Board, Los Angeles Region, 401 Unit; United States Army Corps of Engineers, Los Angeles District, Regulatory Division, South Coast Section; United States Fish and Wildlife Service, Carlsbad Office.

24040 CAMINO DEL AVION, SUITE A77 • MONARCH BEACH, CA 92629
949.243.2282 OFFICE • WWW.SAGEENVIRONMENTALGROUP.COM • 949.661.0185 FAX
CONTRACTORS LICENSE NO. 947034 (C27)

Act (ESA) and the federal Migratory Bird Treaty Act (MBTA). Biological monitoring will cover construction impacts to the extent feasible and compliance with the federal Endangered Species the area of direct impact and a 500-foot buffer area for associated riparian vegetation. Of special Project interest is the least Bell's vireo (*Vireo bellii pusillus*), a federal and state listed as endangered species, which was observed onsite in 2009 and 2010.

The proposed scope of work includes: 1) construction contractor education program; 2) oversight of the installation of construction fencing; 3) a pre-construction nesting bird survey of the Project site and adjacent 500 foot buffer area; 4) daily monitoring during site clearing; 5) weekly site monitoring after the initial site clearance is finished for the duration of construction work to ensure compliance with Resource Agency permit conditions, and project-specific biological resources mitigation and monitoring measures as defined in supporting documentation.

Task 2: HMMP Installation Management, Monitoring and Reporting – Year 1 through 3

Consistent with the Resource Agency requirements, habitat mitigation will be implemented in accordance with the resource agency-approved HMMP. Sage Environmental Group will provide oversight and monitoring for the HMMP installation and maintenance to be done by a licensed Landscape Contractor. SAGE will be responsible for implementation management, including assisting CNC Engineering in the development of bid specifications, and construction-phase management and oversight for the 26-acre habitat area. The monitoring effort will include qualitive evaluations for a three year period, as defined in the HMMP. Annual success evaluations reports will be prepared following the completion of installation.

Fee Schedule

Tasks		
Task 1: Biological Monitoring – Construction Phase.....	45,000	
Task 2: HMMP Installation Management, Monitoring and Reporting	76,000	
Total - Time and Materials Not-to-Exceed Fee		**121,000**

If you have any questions regarding this Scope of Services request, please feel free to call me at 949.243.2282. We look forward to continuing to work with you on this interesting project.

Sincerely,

Alissa Cope
Principal
Sage Environmental Group

Accepted By:
Successor Agency to the
Industry Urban-Development Agency

Kevin Radecki

EXHIBIT B

Project Timeline

Start date: April 24, 2013

Estimated end of construction: June 30, 2017

Upon the start of construction a more detailed project schedule will be established.

EXHIBIT C

Professional Fee Schedule
Hourly Rates

EXHIBIT "C"

SAGE ENVIRONMENTAL GROUP

Environmental • Biological • Habitat Restoration • Regulatory Compliance Services

2013 PROFESSIONAL SERVICES BILLING RATES SCHEDULE

Charges for professional services, including technical and administrative staff directly charging time to the project will be calculated and billed on the following hourly billing rates.

Principal in Charge $ 140.00
Project Manager $ 130.00

Senior Biologist/Botanist $ 125.00
Senior Regulatory Specialist $ 125.00
Associate Biologist/Botanist $ 105.00

Senior Cultural Resources Specialist $ 115.00
Assoc. Cultural Resources Specialist $ 92.00

Principal Environmental Planner $ 130.00
Assoc. Environmental Planner $ 105.00

CADD/GIS Technician $ 98.00
Word Processor $ 68.00

Sage Environmental Group holds active California State Contractors License Number 947034 (C27-Landscaping) and utilizes highly trained landscape crews familiar with native flora within the southwestern region of the United States. Our crews are familiar with the identification, removal methods, and level of significance with over 200 exotic species likely to occur within the region, hold current California Department of Pesticide Regulation Qualified Applicators Licenses and are registered in Los Angeles, Orange, Riverside, San Bernardino and Ventura counties.

Field Crew Supervisor $ 62.00
Field Crew Labor $ 40.00

Expert witness testimony and participation in a judicial or administrative proceeding is available at two hundred percent (200%) of the Billing Rate. Preparation time shall be billed at the standard billing rate.

REIMBURSABLE COSTS

The following costs will be reimbursed at cost and are not included in the Fees for Professional Services. Reimbursable costs will not exceed ten percent (10%) of fees for Professional Services:

A. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
B. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel is currently at $0.51 per mile and will fluxuate with the US Dept. of Labor Federal Travel Regulation rate.
C. Cost of postage and shipping expenses.
D. Long distance telephone and facsimile charges.
E. Electronic data processing.
F. Photographic services, film and processing.
G. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by the Client.
H. Plotting and associated costs for drawings in CADD format.

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SUCCESSOR AGENCY

ITEM NO. 5.11

SUCCESSOR AGENCY TO THE

INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

From: Paul J. Philips, Executive Director

Staff: Clement N. Calvillo, CNC Engineering
Joshua Nelson, CNC Engineering
Sean Calvillo, CNC Engineering

Date: January 15, 2016

SUBJECT: Industry Business Center, Amendment No. 1 to Consultant Contract No. 13-PBLA 13-01 MP 99-31 #16 (ROPS Line Item No. 193)

PBLA Engineering, Inc. (PBLA) has been retained to provide grading and drainage design, and construction support at the Industry Business Center. PBLA is listed in the Recognized Obligation Payment Schedule under Line Item No. 193.

PBLA has submitted a proposal for additional services, which includes: grading and improvement design for multiple phases; preparation of storm drain plan and profile for Diamond Bar Creek. It also includes the re-designing due to multiple issues such as: the northeast surcharge on Grand Avenue, a tank site slide issue, a new tank site design, move slope along B Street, the revision of a detention basin, and revisions to remedial grading plans; various studies for concept grading for retail site and west side of Grand Avenue; and the preparation of separate plans and storm drain revisions for surcharge disposal.

PBLA has submitted a request for an amendment of $700,000.00 to perform this additional work. CNC has reviewed the proposal and finds it to be in order.

It is recommended that the Successor Agency Board approve and execute Amendment No. 1 in the amount of $700,000.00. Please forward the signed documents to Christina Brown for further processing.

PJP/CC/JN/SC:af

P. B. L. A. ENGINEERING, inc

Planning • Engineering • Surveying

January 6, 2016

SUCCESSOR AGENCY TO THE
INDUSTRY-URBAN DEVELOPMENT AGENCY
15625 Stafford Street
Suite 100
City of Industry, CA 91744

Attn.: Mr. John Ballas

Re: **INDUSTRY BUSINESS CENTER-DESIGN SERVICES**
INDUSTRY, CA
Request for Addendum

Gentlemen:

PBLA Engineering, Inc. is pleased to continue to furnish civil engineering services for completion of the above referenced project in the City of Industry.

We have exhausted the originally budgeted amount of the original contract, but the project is yet to be complete. We are requesting an additional $700,000 in design fees be added to our budget to continue the work uninterrupted. A summary of the services performed outside of the original budget, and a breakdown of costs and hours to complete original scope are attached.

Please feel free to call and discuss any aspect of this proposal. This opportunity to be of continued service is appreciated. We look forward to a successful project.

Best Regards,

PBLA Engineering, Inc.

Steve Levisee, P.E.
Principal

SL:kl

4790 Irvine Blvd., Suite 105-262 * Irvine, CA 92620 * (888) 714-9642 * Fax (714) 389-9191

A. Summary of Design Services Outside of Original Budget

1. **MULTIPLE PHASES**
   Grading and Improvement design has been Phased into multiple contracts.

2. **DIAMOND BAR CREEK**
   Preparation of Storm Drain Plan and Profile for Diamond Bar Creek

3. **RE-DESIGN**
   Multiple re-designs were required for the flowing issues:
   1) Northeast surcharge on Grand Ave.
   2) Tank Site slide issue
   3) New Tank Site Design
   4) Move slope along B Street
   5) Revise Detention Basin
   6) Revisions to Remedial Grading Plans

4. **MULTIPLE STUDIES**
   Various studies for Concept Grading for retail site, and west side of Grand Ave.

5. **DISPOSAL PLAN**
   Prepare separate plans and Storm Drain revisions for surcharge disposal.

P.B.L.A. ENGINEERING, INC.
4790 Irvine Blvd., Suite 105-262 * Irvine, CA 92620 * (888) 714-9642 * Fax (714) 389-9191

INDUSTRY BUSINESS CENTER - EXHIBIT "B"

ESTIMATED CIVIL ENGINEERING COST BREAK DOWN
CONTRACT ADDEMDUM
6-Jan-16

	ESTIMATED HRS:		ESTIMATED COST AT CURRENT RATES									
	OFFICE	FIELD	ENGINEERING				SURVEY / MAPPING					
	HRS	HRS	PRINCIPAL $200/HR	PROJ MAN $140/HR	ENG $100/HR	DRAFTMAN $85/HR	LS $185/HR	CALC $120/HR	MAPPING $85/HR	2-MAN $190/HR	3-MAN $215/HR	ESTIMATED
FINAL ENGINEERING-WEST OF GRAND AVE			20%	20%	30%	30%						
ROUGH GRADING PLAN SUPPORT	100		$4,000	$2,800	$3,000	$8,500						$18,300
FINAL HYDROLOGY / HYDRAULICS	250		$10,000	$7,000	$7,500	$21,250						$45,750
FINAL STORM DRAIN PLANS	300		$12,000	$8,400	$9,000	$25,500						$54,900
TENTATIVE PARCEL MAP	50		$2,000	$1,400	$1,500	$4,250						$9,150
FINAL PARCEL MAP	150		$6,000	$4,200	$4,500	$12,750	$8,325		$12,750			$48,525
AS-BUILTS PLANS	100		$4,000	$2,800	$3,000	$8,500						$18,300
EASEMENT LEGALS & SKETCHES	100		$4,000	$2,800	$3,000	$8,500	$5,550		$5,950			$29,800
											SUB TOTAL =	$224,727
FINAL ENGINEERING-EAST OF GRAND AVE												
ROUGH GRADING PLAN	400		$16,000	$11,200	$12,000	$34,000						$73,200
FINAL HYDROLOGY / HYDRAULICS	40		$1,600	$1,120	$1,200	$3,400						$7,320
FINAL STORM DRAIN PLANS	200		$8,000	$5,600	$6,000	$17,000						$36,600
TENTATIVE PARCEL MAP	100		$4,000	$2,800	$3,000	$8,500						$18,300
FINAL PARCEL MAP	400		$16,000	$11,200	$12,000	$34,000	$22,200		$23,800			$119,200
SUSMP	350		$14,000	$9,800	$10,500	$29,750						$64,050
SWPPP-ROUGH	400		$16,000	$11,200	$12,000	$34,000						$73,200
AS-BUILTS PLANS	200		$8,000	$5,600	$6,000	$17,000						$36,600
EASEMENT LEGALS & SKETCHES	100		$4,000	$2,800	$3,000	$8,500	$5,550		$5,950			$29,800
											SUB TOTAL =	$458,273
STATUS / MEETINGS												
BI-WEEKLY MEETINGS & STATUS	85		$17,000									$17,000
											SUB TOTAL =	$17,000
											GRAND TOTAL =	$700,000

AMENDMENT NO. 1
TO AGREEMENT FOR CONSULTING SERVICES WITH
PBLA ENGINEERING, INC.

This Amendment No. 1 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 28th day of January, 2016, by and between the Successor Agency to the Industry Urban-Development Agency, a California municipal corporation ("Agency") and PBLA Engineering, Inc. ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about July of 2013, the Agreement was entered into and executed between the Agency and Consultant to provide grading and drainage design and construction support for the Industry Business Center; and

WHEREAS, given Section 5 ("Compensation") of the Agreement stipulated a total compensation not to exceed $1,856,835.00; and

WHEREAS, given the additional services required to complete the project, it is necessary to amend Section 5 "Compensation" with a budget increase in the amount of $700,000.00. The additional services include:

1. Preparation of Storm Drain Plan and Profile for Diamond Bar Creek.
2. Work for multiple re-designs on the following project issues:
    a. Northeast surcharge on Grand Avenue.
    b. Tank site slide issue.
    c. New tank site design.
    d. Move slope along "B" Street.
    e. Revise detention basin.
    f. Revisions to "Remedial Grading Plan".
3. Work on multiple studies for concept grading for potential retail site and for project site west of Grand Avenue.
4. Preparation of plans and storm drain revisions for surcharge disposal.

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

AMENDMENT

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

5. Compensation.

a. Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases

and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at $2,556,835.00. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is the subject of the approved ROPS, provided any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item, based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14A period (July 1, 2013 through December 31 2013) has been approved for $435,000.00. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of $2,556,835.00 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

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

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

By: _____
Paul J. Philips, Executive Director

"CONSULTANT"
PBLA ENGINEERING, INC.

By: _____
Steve Levisee, Principal

Attest:

By: _____

APPROVED AS TO FORM

By: _____
James M. Casso, Agency Attorney

EXHIBIT A TO AMENDMENT NUMBER 1:

PROFESSIONAL SERVICES AGREEMENT WITH PBLA ENGINEERING, INC. (July 18, 2013)

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 18th day of July, 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **PBLA ENGINEERING, INC**, a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires grading and drainage design and construction support from a consultant to provide civil engineering services for the Industry Business Center.

B. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Agency and Consultant agree, as follows:

1. Consultant's Services.

a. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall perform the services set forth in the Scope of Work attached hereto and incorporated herein as Exhibit "A" ("Scope of Work").

b. Project Manager. Consultant's Project Manager on this project will be Steve Levisee, who will have the overall responsibility and will supervise the work performed by Consultant on this project.

c. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but Agency reserves the right, for good cause, to require Consultant to exclude any employee from performing services on Agency's premises.

d. Licenses. Consultant will obtain all necessary licenses, permits and other approvals to perform the work specified in this Agreement and will pay all fees or taxes required for the issuance of the same.

e. Changes to Scope and Cost of Work. Agency or Consultant may, from time to time, request changes in the scope of services and costs in this Agreement to be performed hereunder. Before any work is performed beyond the scope of services in this

Agreement, such changes must be mutually agreed upon between Consultant and Agency and incorporated in written amendments to this Agreement.

f. Time for Performance. Consultant shall commence the services on the Effective Date and perform all services in conformance with the project timeline established by the Executive Director, set forth as Exhibit "B."

2. City Representative.

The Executive Director or his designee shall represent the Agency in the implementation of this Agreement.

3. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2020, unless sooner terminated as provided in Section 4 herein.

4. Termination.

The Agency may terminate this Agreement for any reason on ten (10) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days written notice to Agency. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice. In the event of termination by Agency, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against Agency by reason of such termination.

5. Compensation.

a. Compensation [check applicable provision]

☒ Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at $1,856,835. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is

the subject of the approved ROPS, provide any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item, based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14A period (July 1, 2013 through December 31, 2013) has been approved for $435,000. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of $1,856,835 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

☐ Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement in an aggregate amount not to exceed $_____. Such amount may only be exceeded upon and pursuant to the prior written authorization by the Agency.

b. Expenses [check applicable provision]

☒ The amount set forth in paragraph a shall include Consultant's fees for the services as well as the actual cost of any equipment, materials, and supplies incurred by consultant in performing the work contemplated by this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable).

☐ Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit C. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City. In no event shall expenses exceed the sum of _____.

c. Additional Services. Agency shall make payments for any services requested by Agency not included in the Scope of Services to Consultant on a time and materials basis using Consultant's standard fee schedule.

6. Method of Payment

Consultant shall submit to Agency an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked and reimbursable expenses, if any, for each day in the period. Each invoice submitted shall include the appropriate documentation for any reimbursable expenses claim by Consultant. Within ten business days of receipt each invoice, Agency shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Agency shall pay all undisputed amounts included on the invoice. Agency shall not withhold applicable taxes or other authorized deductions from payments made to Consultant. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by Agency.

7. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Such material shall not be the subject of a copyright application by Consultant. Any re-use by Agency of any such materials on any project other than the project for which they were prepared shall be at the sole risk of the Agency unless Agency compensates Consultant for such use.

8. Records Retention and Access to Records.

a. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. Agency shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. If applicable under this Agreement, all files, documents, samples, test results, chain of custody logs, and other records and other relevant data developed by Consultant in the course of performing this Agreement shall be maintained for a period of two (2) years after completion of all work and after final payments have been made and shall be made available to Agency upon request.

9. Confidential Status; Disclosure of Information.

All data, reports, documents, materials or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Agency. Agency shall grant such consent if disclosure is legally required. All Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

10. Qualifications; Standard of Performance.

a. Consultant's Qualifications. Consultant has represented to the Agency that the Consultant, its employees and its subcontractors are knowledgeable, skilled and experienced and fully qualified to provide the services described in this Agreement and to perform such assessment, investigation, and analysis contemplated by the Agreement in accordance with good industry practices of Consultant's profession performing similar services under similar circumstances at the time the services are performed.

b. Standard of Performance. Consultant, its employees and its subcontractors shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency, and as described in the Scope of Work. All work performed by Consultant and its employees pursuant to this Agreement will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with all regulatory and good management standards, and in a good, safe and workmanlike manner. Consultant will be responsible to ensure that all work performed by its employees or any contractors is performed to the standards set forth in this Agreement and that such work complies with requirements of any governmental agency or entity and applicable law.

11. Independent Contractor.

a. Consultant is an independent contractor and shall have no power to incur any debt, obligation or liability on behalf of Agency. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Agency.

b. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Agency harmless from any and all taxes, assessments, penalties, and interest asserted against the Agency by reason of the independent contractor relationship created by this Agreement. In the event that Agency is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between Agency and Consultant, then Consultant agrees to reimburse Agency for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

c. Consultant shall fully comply with the workers' compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Agency harmless from any failure of Consultant to comply with applicable worker's compensation laws.

d. The Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the Agency from Consultant as a result of Consultant's failure to promptly pay to the Agency any reimbursement or indemnification arising under this Section.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant hereby shall, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the Agency, its respective officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), resulting from any negligent act, error, omission or failure to act of Consultant or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or their respective officers, agents, servants or employees in connection with, resulting from, or related to this Agreement or for failure to perform or negligent performance of any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Consultant shall pay Indemnitees

for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that this Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees. This indemnity provision shall survive the termination of this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

b. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims.

c. Consultant agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant agrees to be fully responsible and shall indemnify, hold harmless and defend the Idemnitees from and against any and all Claims resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement as set forth in this Section.

13. Insurance.

a. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of commercial general liability insurance written on an occurrence basis with limits no less than $2,000,000 per occurrence and for all covered losses and $2,000,000 general aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automotive liability insurance, with minimum combined single limits coverage of $1,000,000 covering any vehicle utilized in the performance of services under this Agreement;

(3) Professional liability or Errors and Omissions Insurance as appropriate written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

(4) Worker's compensation and employer's liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

(5) Pollution Liability Insurance. [check if applicable]

☐ Pollution Liability Insurance written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be not less than $1,000.000 per claim and $3,000,000 aggregate.

b. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

c. Consultant agrees that if it does not keep the insurance in full force and effect, the Agency may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the Agency may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of Agency, from payments due Consultant, along with a reasonable administrative handling charge.

d. Consultant shall submit to the Agency proof of compliance with these insurance requirements, consisting of a certificate or certificates of insurance and/or endorsements, not less than one (1) day prior to beginning of performance under this Agreement.

e. Consultant shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

f. The general liability, property damage and automobile policies of insurance shall contain an endorsement naming the Agency, its officers, employees, attorneys, agents and volunteers as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be modified, canceled or reduced except on thirty (30) days' prior written notice to the Agency. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

g. The insurance provided by Consultant shall be primary to any other coverage available to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

h. All insurance coverage provided pursuant to this Agreement should not prohibit Consultant, and Consultant's officers, employees, agents or subcontractors, from

waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Agency, its officers, employees, agents and representatives.

i. Any deductibles or self-insured retentions must be approved by the Agency. At the option of the Agency, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the Agency or Consultant shall procure a bond guaranteeing payment of losses and expenses.

j. If Consultant is a Limited Liability Company, the general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

k. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the Agency, its employees, officials and agents.

l. For purposes of applying insurance overage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

m. Consultant agrees to be responsible for ensuring that no contact used by any party involved in any way with the project reserves the right to charge Agency or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the Agency. It is not the intent of Agency to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.

n. Consultant agrees to provide immediate notice to Agency of any claim or loss against Consultant arising out of the work performed under this Agreement. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the Agency.

o. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 12 of this Agreement.

p. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

14. Mutual Cooperation.

a. The Agency shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services.

b. In the event any claim or action is brought against the Agency relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Agency may require.

15. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during Agency's and Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to Agency:

Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street
City of Industry, California 91744
Attn: Executive Director

With a copy to:

Richards, Watson & Gershon
355 South Grand Avenue - 40th Floor
Los Angeles, CA 90071
Attn: William L. Strausz, Esq.
(213) 626-8484
Fax: (213) 626-0078

If to Consultant:

PBLA Engineering
4790 Irvine Blvd., Suite 105-262
Irvine, CA 92620
Attn: Steve Levisee, P.E.

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

a. Organization. Consultant is duly organized, validly existing and in good standing under the laws of the State of California and in each other state in which it conducts business.

b. Agency. Consultant has all requisite licenses, permits, certifications, power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement.

c. Approval. The execution, delivery and performance of this Agreement by Consultant and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by the Board of Directors and are not subject to ratification by the Shareholders of Consultant at a special meeting therefore.

d. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Consultant, and all documents and instruments required hereunder to be executed and delivered by Consultant have likewise been duly executed and delivered. This Agreement does, and such documents and instruments will, constitute legal, valid and binding obligations of Consultant in accordance with their terms. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of the partnership agreement, charter, bylaws or governing documents of Consultant (or any of corporations comprising Consultant), or any agreement or instrument to which Consultant is a party or by which Consultant is bound, or any judgment, decree, order statute, rule or regulation applicable to Consultant.

17. Conflicts of Interest

Consultant and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Section 81000, et. seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Executive Director, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant agrees that a clause substantially similar to this section shall be incorporated into any sub-agreement, which Consultant executes in connection with the performance of this Agreement.

18. Accounting Requirements.

Consultant shall maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project under the Scope of Work. The accounting system shall conform to the Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Compliance with Laws.

a. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

b. Compliance with Environmental Laws. [check if applicable]

☐ Consultant shall comply with § 306 of the Federal Clean Air Act (42 U.S.C. §1857(h)), § 508 of the Federal Water Pollution Prevention Act (33 U.S.C. § 368), and the laws implementing those acts, including Executive Order 11,738 and 40 C.F.R. pt. 15.

Consultant shall comply with the provisions of the "Barry Keane Underground Storage Tank Cleanup Trust Fund Act of 1989 (Health & safety Code §§ 25299.10 et. seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 23, § 2810 et. seq. Consultant shall also comply with mandatory standards and policies relating to energy efficiency, according the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

21. Reliance on Reports [check if applicable]

□ Consultant understands that Agency will rely upon its reports, analysis and related date. Consultant understands and agrees that the reports prepared by Consultant, and the information, data, test results and the conclusions and analyses contained therein regarding the geologic and environmental condition of a site, and/or the soils and groundwater beneath a site, may be relied upon by the Agency, its program managers, consultants, attorneys and appraisers of a site, any purchaser and developer of a site, (provided that the limitations and restrictions set forth herein shall apply to such purchaser and developer) and may be submitted and relied upon by any local, state or federal agencies and entities, as a part of the evaluation of the risk associated with the development or use of the site and the soils and groundwater beneath a site, and for the purpose of assessing the geotechnical, hydro- geological and/or environmental condition of a site and the ground and surface water on, under and in the area of a site, issuing closure letters, permits, licenses or authorizations to develop a site, and to determine whether further environmental investigation, assessment, review or study is necessary, and so that the Agency and any designated purchaser and developer of any site can conduct construction activities on and develop the site.

22. Discrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. No Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, nor shall it subcontract any of the work described in this Agreement or the Scope of Work without the prior written consent of Agency, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

24. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then

exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof; and each and every provision hereof is hereby declared to be and made a material, essential and necessary part of this Agreement.

27. Exhibits; Precedence.

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

28. Entire Agreement and Amendments.

This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and the Agency. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

29. Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

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

WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

By: _____
Kevin Radecki, Executive Director

PBLA ENGINEERING, INC.

By: _____

By: _____ C-E-O

EXHIBIT A

Scope of Services

EXHIBIT "A"

TO ACCOMPANY CONSULTANT AGREEMENT DATED _____
BETWEEN: SUCCESSOR AGENCY TO THE
INDUSTRY-URBAN DEVELOPMENT AGENCY
and
PBLA ENGINEERING, Inc.

I. SCOPE OF SERVICES

A. FINAL ENGINEERING-WEST OF GRAND AVE.

1. **ROUGH GRADING PLAN SUPPORT**
   Prepare concept grading studies in support of the rough grading design in conjunction with Agency needs and Majestic Realty requirements.

2. **PRELIMINARY EARTHWORK QUANTITIES**
   Prepare earthwork quantity estimate based on concept plans produced in support of the rough grading.

3. **STORM DRAIN PLANS**
   Prepare on-site storm drain plans for the interim, remedial grading condition as well as the ultimate developed condition in accordance with City of Industry and County of Los Angeles standards. Plans will include plan and profile of proposed mainlines, all existing and proposed crossings, locations of other underground facilities, laterals and catch basins, manholes and required details.

4. **HYDROLOGY / HYDRAULICS STUDY**
   Prepare overall on-site hydrology study for both the interim, remedial grading case as well as the finished site. The study will establish design storm runoff as a basis of design of drainage conveyance systems. Study will be coordinated with the overall regional hydrology study for master planned systems.
   Prepare hydraulic calculations based on hydrology study results and proposed drainage systems for adequate capacity.
   Prepare flood routing, drawdown, and capacity calculations for detention basin / water quality basin application. Calculations will include outlet calculations and retention time to comply with Water Quality requirements and well as Q attenuation. This will be coordinated with the overall regional hydrology study for master planned systems.

5. **TENTATIVE PARCEL MAP**
   Prepare Tentative Parcel Map in accordance with City and County standards and methods outlined in the Subdivision Map Act. The map will be processed for recordation.

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Exhibit "A"

6. **FINAL PARCEL MAP**
Prepare Final Parcel Map in accordance with City and County standards and methods outlined in the Subdivision Map Act. The map will be processed for recordation. This service will include obtaining bond and fee amounts, governmental agency clearances, and map approval by the City of Industry.

7. **STANDARD URBAN STORM WATER MITIGATION PLAN (SUSMP)**
Prepare Standard Urban Storm Water Mitigation Plan (SUSMP) to identify best management practices for the intended uses of the project in accordance with state, county and local requirements.

8. **SWPPP – REMEDIAL GRADING**
Prepare Storm Water Pollution Prevention Plan (SWPPP) for remedial grading Phase I to identify and implement best management practices for the mitigating storm water pollution during the course of construction of the project in accordance with state, county and local requirements.

9. **SWPPP – ROUGH GRADING**
Prepare Storm Water Pollution Prevention Plan (SWPPP) for mass grading Phase Ito identify and implement best management practices for the mitigating storm water pollution during the course of construction of the project in accordance with state, county and local requirements.

10. **AS-BUILT PLANS**
Provide as-built drawings as required by City.

11. **EASEMENT LEGAL & SKETCH PREPARATION**
Prepare legal descriptions and sketches for easements to WVWD, Southern California Edison, The City of Industry, and others as required. The preparation of the Easement Deeds are the responsibility of the easement holder. The easements will be processed through the applicable agency for recordation.

B. **FINAL ENGINEERING-EAST OF GRAND AVE.**

1. **REMEDIAL GRADING PLAN**
Prepare remedial grading plan in accordance with the City of Industry and County of Los Angeles standards commensurate with the approved Geotechnical Report recommendations. Plan will show removal limits, stability keys, slopes, contours, drainage, and other required details to affect the required soil remediation.

2. **ROUGH GRADING PLAN**
Prepare grading plan in accordance with the City of Industry and County of Los Angeles standards. Plan will be based on the approved site plan. Plan will show

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pad elevations; finish surface elevations, slopes, surface drainage facilities with rates of grade, and all necessary details. This item also includes coordination with the WVWD for future reservoir site plan requirements.

3. **EARTHWORK QUANTITIES**
Prepare earthwork quantity estimate based on the rough grading plans.

4. **STORM DRAIN PLANS**
Prepare on-site storm drain plans for the interim, remedial grading condition as well as the ultimate developed condition in accordance with City of Industry and County of Los Angeles standards. Plans will include plan and profile of proposed mainlines, all existing and proposed crossings, locations of other underground facilities, laterals and catch basins, manholes and required details.

5. **HYDROLOGY / HYDRAULICS STUDY**
Prepare overall on-site hydrology study for both the interim, remedial grading case as well as the finished site. The study will establish design storm runoff as a basis of design of drainage conveyance systems. Study will be coordinated with the overall regional hydrology study for master planned systems.
Prepare hydraulic calculations based on hydrology study results and proposed drainage systems for adequate capacity.
Prepare flood routing, drawdown, and capacity calculations for detention basin / water quality basin application. Calculations will include outlet calculations and retention time to comply with Water Quality requirements and well as Q attenuation. This will be coordinated with the overall regional hydrology study for master planned systems.

6. **TENTATIVE PARCEL MAP**
Prepare Tentative Parcel Map in accordance with City and County standards and methods outlined in the Subdivision Map Act. The map will be processed for recordation.

7. **FINAL PARCEL MAP**
Prepare Final Parcel Map in accordance with City and County standards and methods outlined in the Subdivision Map Act. The map will be processed for recordation. This service will include obtaining bond and fee amounts, governmental agency clearances, and map approval by the City of Industry.

8. **STANDARD URBAN STORM WATER MITIGATION PLAN (SUSMP)**
Prepare Standard Urban Storm Water Mitigation Plan (SUSMP) to identify best management practices for the intended uses of the project in accordance with state, county and local requirements.

9. **SWPPP – REMEDIAL GRADING**
Prepare Storm Water Pollution Prevention Plan (SWPPP) for remedial grading Phase I to identify and implement best management practices for the mitigating

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storm water pollution during the course of construction of the project in accordance with state, county and local requirements.

10. **SWPPP – ROUGH GRADING**
Prepare Storm Water Pollution Prevention Plan (SWPPP) for mass grading Phase Ito identify and implement best management practices for the mitigating storm water pollution during the course of construction of the project in accordance with state, county and local requirements.

11. **AS-BUILT PLANS**
Provide as-built drawings as required by City.

12. **EASEMENT LEGAL & SKETCH PREPARATION**
Prepare legal descriptions and sketches for easements to WVWD, Southern California Edison, The City of Industry, and others as required. The preparation of the Easement Deeds are the responsibility of the easement holder. The easements will be processed through the applicable agency for recordation.

C. PROCESSING

1. **PROCESSING**
Attend meetings with client, other consultants, and governmental agencies as required to accomplish services included herein.

2. **CAL-TRANS PROCESSING**
Attend meetings and coordinate plans as needed to obtain encroachment permit to grade and construct within Caltrans Right of Way.

3. **DEPARTMENT OF FISH & GAME PROCESSING**
Attend meetings and coordinate plans as needed to obtain 401/404 permit to drain to the Diamond Bar Creek as needed.

D. STATUS REPORTS AND MEETINGS

1. **STATUS, CONSULTATION AND MEETINGS**
PBLA Engineering will provide a bi-weekly e-mailed status report to the City and attend a monthly status/design development meeting during the design phase.

E. COORDINATION

1. **DRY UTILITY COORDINATION**
Coordinate civil improvement plans with dry utility consultants, provide exhibits as needed, and provide crossing / interference data as required.

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Exhibit "A"

2. **WALNUT VALLEY WATER DISTRICT COORDINATION**
Coordinate civil improvement plans with the Walnut Valley Water District, provide exhibits as needed, and provide crossing / interference data as required.

3. **LANDFILL MITIGATION COORDINATION**
Coordinate grading and improvement plans with landfill engineer (SCS Engineers) for the proper design implementation for methane mitigation and settlement issues associated with the existing landfill.

4. **GRAND AVENUE WIDENING AND BRIDGE DESIGN COORDINATION**
Coordinate grading and improvement plans with the City for the widening of Grand Avenue adjacent t the Project, as well as coordinating the design with the Agency's bridge consultants and Caltrans for the future bridge construction and freeway access improvements at Grand Avenue and the 60 Freeway.

5. **FUTURE LIGHT RAIL ALIGNMENT FEASIBILITY**
Coordinate with Agency and their consultants to incorporate and study feasibility of the future light rail system adjacent to the proposed project.

II. SPECIAL PROVISIONS - ENGINEERING

A. ASSUMPTIONS / EXCLUSIONS

1. This proposal is based on the latest Concept Grading Plan and meetings with Majestic Realty and Commerce Construction, and the the City of Industry.
2. Existing and proposed developments adjacent to the site will be coordinated with this project.
3. Pricing for SUSMP & SWPPP are based on current General Permit requirements. In the event that the General Permit is revised or other legislation is enacted that affects this project, the costs for these items of work are subject to change.
4. Preparation of site or building fire protection systems are not included in the proposal. It is recommended that a separate fire protection consultant be retained for this item of work.
5. Preparation of traffic signal plans is not included.
6. Preparation of sewer lift station improvements is not included.
7. Preparation of Fire Water pump station improvements is not included.
8. Improvement plans for Grand Avenue and Diamond Bar Creek are by others.
9. Water and Reclaimed Water system design and construction will be by WVWD.

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Exhibit "A"

III. DUTIES OF CLIENT

Without attempting to be all inclusive, the following items will be supplied by client.

1. Title report and title services to be provided by your designated Title Company.
2. A soils and geology report will be furnished and the recommendations within the report will be incorporated in the grading plan.
3. Permit fees, processing fees and other such fees are to be paid by client.

IV. COMPENSATION

Client agrees to compensate for the above named services as follows:

1. **All work performed at the direction of the Agency and in accordance with the attached Exhibits will be billed at our published hourly rates.**
2. **Invoicing will be monthly based on time and materials.**
3. **Blueprints, reproductions, CADD plotting, outside messenger services and Other out of pocket expenses will be charged at a direct cost.**

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EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: July 18, 2013

Estimated end of construction: December 31, 2020

Upon the start of construction a more detailed project schedule will be established.

EXHIBIT C

Professional Fee Schedule
Hourly Rates

Exhibit "C"

INDUSTRY BUSINESS CENTER - EXHIBIT "B"
ESTIMATED CIVIL ENGINEERING COST BREAK DOWN
23-May-13

	ESTIMATED HOURS		ESTIMATED COST AT CURRENT RATES									
	OFFICE	FIELD	ENGINEERING				SURVEY / MAPPING					
	HRS	HRS	PRINCIPAL $175/HR	PROJ MAN $120/HR	ENG $85/HR	DRAFTMAN $75/HR	LS $160/HR	CALC $120/HR	MAPPING $85/HR	2-MAN $190/HR	3-MAN $215/HR	ESTIMATED
FINAL ENGINEERING-WEST OF GRAND AVE												
ROUGH GRADING PLAN SUPPORT	400		$35,000	$9,600	$10,200	$0						$54,800
INTERIM HYDROLOGY/HYDRAULICS	400		$7,000	$9,600	$10,200	$12,000						$38,800
INTERIM STORM DRAIN PLANS	900		$15,750	$21,600	$22,950	$27,000						$87,300
FINAL HYDROLOGY / HYDRAULICS	1000		$17,500	$24,000	$25,500	$30,000						$97,000
FINAL STORM DRAIN PLANS	2400		$42,000	$57,600	$61,200	$72,000						$232,800
TENTATIVE PARCEL MAP	200		$3,500	$4,800	$5,100	$6,000						$19,400
FINAL PARCEL MAP	450		$7,875	$10,800	$11,475	$13,500	$7,200		$26,775			$77,625
SUSMP	650		$11,375	$15,600	$16,575	$19,500						$63,050
SWPPP-REMEDIAL	400		$7,000	$9,600	$10,200	$12,000						$38,800
SWPPP-ROUGH	400		$7,000	$9,600	$10,200	$12,000						$38,800
AS-BUILTS PLANS	400		$7,000	$9,600	$10,200	$12,000						$38,800
EASEMENT LEGALS & SKETCHES	200				$1,700		$3,200		$11,900			$16,800
											SUB TOTAL =	$803,975
FINAL ENGINEERING-EAST OF GRAND AVE												
REMEDIAL GRADING PLAN	400		$7,000	$9,600	$10,200	$12,000						$38,800
ROUGH GRADING PLAN	1200		$21,000	$28,800	$30,600	$36,000						$116,400
INTERIM HYDROLOGY/HYDRAULICS	400		$7,000	$9,600	$10,200	$12,000						$38,800
INTERIM STORM DRAIN PLANS	900		$15,750	$21,600	$22,950	$27,000						$87,300
FINAL HYDROLOGY / HYDRAULICS	1000		$17,500	$24,000	$25,500	$30,000						$97,000
FINAL STORM DRAIN PLANS	2000		$35,000	$48,000	$51,000	$60,000						$194,000
TENTATIVE PARCEL MAP	200		$3,500	$4,800	$5,100	$6,000						$19,400
FINAL PARCEL MAP	450		$7,875	$10,800	$11,475	$13,500	$7,200		$26,775			$77,625
SUSMP	650		$11,375	$15,600	$16,575	$19,500						$63,050
SWPPP-REMEDIAL	400		$7,000	$9,600	$10,200	$12,000						$38,800
SWPPP-ROUGH	400		$7,000	$9,600	$10,200	$12,000						$38,800
AS-BUILTS PLANS	400		$7,000	$9,600	$10,200	$12,000						$38,800
EASEMENT LEGALS & SKETCHES	200				$1,700		$3,200		$11,900			$16,800
											SUB TOTAL =	$865,575
STATUS / MEETINGS												
BI-WEEKLY MEETINGS & STATUS	400		$70,000									$70,000
											SUB TOTAL =	$70,000
DRY UTILITY COORDINATION	200			$24,000								$24,000
W.V.W.D. COORDINATION	200			$24,000								$24,000
LANDFILL MITIGATION	300			$36,000								$36,000
GRAND AVENUE WIDEN / BRIDGE	100			$12,000								$12,000
LIGHT RAIL ALIGNMENT	175			$21,000								$21,000
											SUB TOTAL =	$117,000
											GRAND TOTAL =	$1,856,550

SUCCESSOR AGENCY

ITEM NO. 5.12

SUCCESSOR AGENCY TO THE

INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

From: Paul J. Philips, Executive Director

Staff: Clement N. Calvillo, CNC Engineering
Joshua Nelson, CNC Engineering
Sean Calvillo, CNC Engineering

Date: January 15, 2016

SUBJECT: Industry Business Center Improvement Project, Amendment No. 1 to Consultant Contract No. 14-Leighton 13-01 MP 99-31 #16 (ROPS Line Item No. 194)

Leighton Consulting, Inc. has been retained to provide geotechnical observation and testing, materials testing, and special inspection services for the Industry Business Cener. Leighton Consulting is listed in the Recognized Obligation Payment Schedule under Line Item No. 194. Due to various unforeseen project conditions, Leighton has submitted a budget increase request. Details of the unforeseen conditions can be found in their attached letter.

Leighton has requested a budget increase of $1,900,000.00 due to the unforeseen conditions. CNC has reviewed the proposal and finds it to be in order.

It is recommended that the Successor Agency Board approve and execute Amendment No. 1.Please forward the signed documents to Christina Brown for further processing.

PJP/CC/JN/SC:af

Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

January 11, 2016

Proposal No. RC16-002

To: Successor Agency to the Industry Urban-Development Agency
15625 Stafford Street
City of Industry, California 91744

Attention: Mr. Paul J. Philips

Subject: Request for Addendum for Geotechnical Services, Industry Business Center Rough Grading, City of Industry, California

Leighton Consulting, Inc. has provided geotechnical services during rough grading of the Industry Business Center project (IBC) northwest of State Route 60, east and west of Grand Avenue in the City of Industry, California. Our work to date has included preparation of geotechnical reports, geotechnical review of project plans and specifications and geotechnical services during grading and construction.

Our work has included additional services due to unforeseen conditions that are considered to be outside the originally approved scope of services. The services that have required additional resources include:

IBC-West Rough Grading:

- Removal of colluvium left in place during the Remedial Phase of grading and subsequent fill placement in Canyon 9.

- Stability analysis, design, and construction observation of the keyway backcut failure in the northwestern portion of the site.

10532 Acacia Street, Suite B-6 ▪ Rancho Cucamonga, CA 91730-5455
909.484.2205 ▪ 909.484.2170 Fax

- Asphalt repair assessment along a portion of the maintenance road, and the observation of the asphalt repair.

- Evaluation of various C.A. Rasmussen change order requests associate with rough grading.

- Review of overexcavation recommendations in response to ultimate design revisions.

- Additional slope stability analysis of design fill slope revisions adjacent to the future Grand Crossings Parkway.

- Review of other design changes to the rough grading plan.

- The rough grading project has been separated into multiple contracts.

IBC-East Rough Grading:

- Stability analysis and design of the buttress in the "Qls 6" feature in the northwest portion of the site.

- Observation of the removals and subsequent fill placement in the portion of the "Slide 1" (Qls 4) failure that extended beyond the grading limits.

- Subsurface investigation for unexpected geologic condition encountered during the excavation of an area adjacent to Qls 4.

- Stability analysis and design of the buttress from the rough grading plan revision that resulted in an additional cut slope in the vicinity of "Cut 16" area in the northern portion of the site.

- Subsurface exploration, stability analysis, design review, and construction observation during the mitigation of "Slide 2" in the eastern portion of the site.

- Observation of the conditions in the properties adjacent to the grading site.

- Stability analysis, design review, and construction observations for the keyway and buttress for the replacement fill slope at "the knob" in the southern end of the site.

- Stability analysis and construction observation of the steepened fill slope constructed with Geogrid in the southern end of the site.

- Evaluation of various Sukut Construction's change order requests.

- Subsurface investigation, design review, and rough grading observation of the new water reservoir tank site.

- Testing, analysis, and recommendations for the pavement section of the proposed roadway to the new water reservoir tank.

- Separate report of rough grading for the landfill treatment facility.

- Design review for proposed fill disposal sites.

- Review of revisions to the outlet retail site.

- Review of the design revision of the detention basin.

- Review of the design of the surcharge.

- Review of storm drain "Line B" design revisions.

- Review of various other design changes to the rough grading plan.

Considering these additional services, we estimate that an additional One Million Nine Hundred Thousand Dollars ($1,900,000) will be required to provide our services to project completion. We are requesting our budget for the project be increased by that amount.

We appreciate the opportunity to provide geotechnical services to you. If you have any questions regarding this request, please contact us.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Philip A. Buchiarelli
Principal Geologist

PB/rsm

Distribution: (1) Addressee

AMENDMENT NO. 1
TO AGREEMENT FOR CONSULTING SERVICES WITH
LEIGHTON CONSULTING, INC.

This Amendment No. 1 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 28th day of January, 2016, by and between the Successor Agency to the Industry Urban-Development Agency, a California municipal corporation ("Agency") and Leighton Consulting, Inc. ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about July of 2013, the Agreement was entered into and executed between the Agency and Consultant to provide geotechnical observation and testing, materials testing, and special inspection services; and

WHEREAS, given Section 5 ("Compensation") of the Agreement stipulated a total compensation not to exceed $2,643,123.00; and

WHEREAS, given that additional services are required to complete the project due to various unforeseen conditions, it is necessary to amend Section 5 "Compensation". The unforeseen items included:

1. IBC West Rough Grading:
    a. Removal of colluvium left in place during the Remedial Phase of grading and subsequent fill placement in Canyon 9.
    b. Stability analysis, design, and construction observation of the keyway backcut failure in the northwestern portion of the site.
    c. Asphalt repair assessment along a portion of the maintenance road, and the observation of the asphalt repair.
    d. Evaluation of various C.A. Rasmussen change order requests associated with rough grading.
    e. Review of overexcavation recommendations in response to ultimate design revisions.
    f. Additional slope stability analysis of design fill slope revisions adjacent to the future Grand Crossings Parkway.
    g. Review of other design changes to the rough grading plan.
    h. The rough grading project has been separated into multiple contracts.
2. IBC East Rough Grading:
    a. Stability analysis and design of the buttress in the "Qls 6" feature in the northwest portion of the site.
    b. Observation of the removals and subsequent fill placement in the portion of the "Slide 1" (Qls 4) failure that extended beyond the grading limits.
    c. Subsurface investigation for unexpected geologic condition encountered during the excavation of an area adjacent to Qls 4.

d. Stability analysis and design of the buttress from the rough grading plan revision that resulted in an additional cut slope in the vicinity of "Cut 16" area in the northern portion of the site.
e. Subsurface exploration, stability analysis, design review, and construction observation during the mitigation of "Slide 2" in the eastern portion of the site.
f. Observation of the conditions in the properties adjacent to the grading site.
g. Stability analysis, design review, and construction observations for the keyway and buttress for the replacement fill slope at "the knob" in the southern end of the site.
h. Stability analysis and construction observation of the steepened fill slope constructed with Geogrid in the southern end of the site.
i. Evaluation of various Sukut Construction's change order requests.
j. Subsurface investigation, design review, and rough grading observation of the new water reservoir tank site.
k. Testing, analysis, and recommendations for the pavement section of the proposed roadway to the new water reservoir tank.
l. Separate report of rough grading for the landfill treatment facility.
m. Design review for proposed fill disposal sites.
n. Review of the design revision of the detention basin.
o. Review of the design of the surcharge.
p. Review of storm drain "Line B" design revisions.
q. Review of various other design changes to the rough grading plan; and

WHEREAS, due to the noted unforeseen conditions, there will not be adequate budget to complete the final phase; and

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

AMENDMENT

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

5. Compensation.

a. Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at $4,543,123.00. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of

Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is the subject of the approved ROPS, provided any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item, based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14A period (July 1, 2013 through December 31 2013) has been approved for $150,000.00. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of $4,543,123.00 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

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

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

By: _____
Paul J. Philips, Executive Director

"CONSULTANT"
LEIGHTON CONSULTING, INC.

By: _____
Thomas C. Benson, Jr., President

Attest:

By: _____

APPROVED AS TO FORM

By: _____
James M. Casso, Agency Attorney

EXHIBIT A TO AMENDMENT NUMBER 1:

PROFESSIONAL SERVICES AGREEMENT WITH LEIGHTON CONSULTING (July 18, 2013)

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 18th day of July, 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **LEIGHTON CONSULTING, INC,** a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires geotechnical observation and testing, materials testing, and special inspection services from a consultant for the Industry Business Center.

B. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Agency and Consultant agree, as follows:

1. Consultant's Services.

a. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall perform the services set forth in the Scope of Work attached hereto and incorporated herein as Exhibit "A" ("Scope of Work").

b. Project Manager. Consultant's Project Manager on this project will be Michael Grace, who will have the overall responsibility and will supervise the work performed by Consultant on this project.

c. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but Agency reserves the right, for good cause, to require Consultant to exclude any employee from performing services on Agency's premises.

d. Licenses. Consultant will obtain all necessary licenses, permits and other approvals to perform the work specified in this Agreement and will pay all fees or taxes required for the issuance of the same.

e. Changes to Scope and Cost of Work. Agency or Consultant may, from time to time, request changes in the scope of services and costs in this Agreement to be performed hereunder. Before any work is performed beyond the scope of services in this

Agreement, such changes must be mutually agreed upon between Consultant and Agency and incorporated in written amendments to this Agreement.

f. Time for Performance. Consultant shall commence the services on the Effective Date and perform all services in conformance with the project timeline established by the Executive Director, set forth as Exhibit "B."

2. City Representative.

The Executive Director or his designee shall represent the Agency in the implementation of this Agreement.

3. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2020, unless sooner terminated as provided in Section 4 herein.

4. Termination.

The Agency may terminate this Agreement for any reason on ten (10) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days written notice to Agency. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice. In the event of termination by Agency, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against Agency by reason of such termination.

5. Compensation.

a. Compensation [check applicable provision]

☒ Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at $2,643,123. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is

the subject of the approved ROPS, provide any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item, based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14A period (July 1, 2013 through December 31, 2013) has been approved for $150,000. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of $2,643,123 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

☐ Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement in an aggregate amount not to exceed $_____. Such amount may only be exceeded upon and pursuant to the prior written authorization by the Agency.

b. Expenses [check applicable provision]

☒ The amount set forth in paragraph a shall include Consultant's fees for the services as well as the actual cost of any equipment, materials, and supplies incurred by consultant in performing the work contemplated by this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable).

☐ Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit C. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City. In no event shall expenses exceed the sum of _____.

c. Additional Services. Agency shall make payments for any services requested by Agency not included in the Scope of Services to Consultant on a time and materials basis using Consultant's standard fee schedule.

6. Method of Payment

Consultant shall submit to Agency an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked and reimbursable expenses, if any, for each day in the period. Each invoice submitted shall include the appropriate documentation for any reimbursable expenses claim by Consultant. Within ten business days of receipt each invoice, Agency shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Agency shall pay all undisputed amounts included on the invoice. Agency shall not withhold applicable taxes or other authorized deductions from payments made to Consultant. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by Agency.

7. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Such material shall not be the subject of a copyright application by Consultant. Any re-use by Agency of any such materials on any project other than the project for which they were prepared shall be at the sole risk of the Agency unless Agency compensates Consultant for such use.

8. Records Retention and Access to Records.

a. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. Agency shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. If applicable under this Agreement, all files, documents, samples, test results, chain of custody logs, and other records and other relevant data developed by Consultant in the course of performing this Agreement shall be maintained for a period of two (2) years after completion of all work and after final payments have been made and shall be made available to Agency upon request.

9. Confidential Status; Disclosure of Information.

All data, reports, documents, materials or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Agency. Agency shall grant such consent if disclosure is legally required. All Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

10. Qualifications; Standard of Performance.

a. Consultant's Qualifications. Consultant has represented to the Agency that the Consultant, its employees and its subcontractors are knowledgeable, skilled and experienced and fully qualified to provide the services described in this Agreement and to perform such assessment, investigation, and analysis contemplated by the Agreement in accordance with good industry practices of Consultant's profession performing similar services under similar circumstances at the time the services are performed.

b. Standard of Performance. Consultant, its employees and its subcontractors shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency, and as described in the Scope of Work. All work performed by Consultant and its employees pursuant to this Agreement will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with all regulatory and good management standards, and in a good, safe and workmanlike manner. Consultant will be responsible to ensure that all work performed by its employees or any contractors is performed to the standards set forth in this Agreement and that such work complies with requirements of any governmental agency or entity and applicable law.

11. Independent Contractor.

a. Consultant is an independent contractor and shall have no power to incur any debt, obligation or liability on behalf of Agency. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Agency.

b. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Agency harmless from any and all taxes, assessments, penalties, and interest asserted against the Agency by reason of the independent contractor relationship created by this Agreement. In the event that Agency is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between Agency and Consultant, then Consultant agrees to reimburse Agency for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

c. Consultant shall fully comply with the workers' compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Agency harmless from any failure of Consultant to comply with applicable worker's compensation laws.

d. The Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the Agency from Consultant as a result of Consultant's failure to promptly pay to the Agency any reimbursement or indemnification arising under this Section.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant hereby shall, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the Agency, its respective officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), resulting from any negligent act, error, omission or failure to act of Consultant or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or their respective officers, agents, servants or employees in connection with, resulting from, or related to this Agreement or for failure to perform or negligent performance of any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Consultant shall pay Indemnitees

for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that this Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees. This indemnity provision shall survive the termination of this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

b. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims.

c. Consultant agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant agrees to be fully responsible and shall indemnify, hold harmless and defend the Idemnitees from and against any and all Claims resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement as set forth in this Section.

13. Insurance.

a. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of commercial general liability insurance written on an occurrence basis with limits no less than $2,000,000 per occurrence and for all covered losses and $2,000,000 general aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automotive liability insurance, with minimum combined single limits coverage of $1,000,000 covering any vehicle utilized in the performance of services under this Agreement;

(3) Professional liability or Errors and Omissions Insurance as appropriate written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

(4) Worker's compensation and employer's liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

(5) Pollution Liability Insurance. [check if applicable]

□ Pollution Liability Insurance written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be not less than $1,000.000 per claim and $3,000,000 aggregate.

b. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

c. Consultant agrees that if it does not keep the insurance in full force and effect, the Agency may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the Agency may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of Agency, from payments due Consultant, along with a reasonable administrative handling charge.

d. Consultant shall submit to the Agency proof of compliance with these insurance requirements, consisting of a certificate or certificates of insurance and/or endorsements, not less than one (1) day prior to beginning of performance under this Agreement.

e. Consultant shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

f. The general liability, property damage and automobile policies of insurance shall contain an endorsement naming the Agency, its officers, employees, attorneys, agents and volunteers as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be modified, canceled or reduced except on thirty (30) days' prior written notice to the Agency. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

g. The insurance provided by Consultant shall be primary to any other coverage available to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

h. All insurance coverage provided pursuant to this Agreement should not prohibit Consultant, and Consultant's officers, employees, agents or subcontractors, from

waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Agency, its officers, employees, agents and representatives.

i. Any deductibles or self-insured retentions must be approved by the Agency. At the option of the Agency, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the Agency or Consultant shall procure a bond guaranteeing payment of losses and expenses.

j. If Consultant is a Limited Liability Company, the general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

k. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the Agency, its employees, officials and agents.

l. For purposes of applying insurance overage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

m. Consultant agrees to be responsible for ensuring that no contact used by any party involved in any way with the project reserves the right to charge Agency or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the Agency. It is not the intent of Agency to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.

n. Consultant agrees to provide immediate notice to Agency of any claim or loss against Consultant arising out of the work performed under this Agreement. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the Agency.

o. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 12 of this Agreement.

p. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

14. Mutual Cooperation.

a. The Agency shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services.

b. In the event any claim or action is brought against the Agency relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Agency may require.

15. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during Agency's and Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to Agency:

Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street
City of Industry, California 91744
Attn: Executive Director

With a copy to:

Richards, Watson & Gershon
355 South Grand Avenue - 40th Floor
Los Angeles, CA 90071
Attn: William L. Strausz, Esq.
(213) 626-8484
Fax: (213) 626-0078

If to Consultant:

Leighton Consulting, Inc.
10532 Acacia Street, suite B-6
Rancho Cucamonga, CA 91730
Attn: Michael E. Grace

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

a. Organization. Consultant is duly organized, validly existing and in good standing under the laws of the State of California and in each other state in which it conducts business.

b. Agency. Consultant has all requisite licenses, permits, certifications, power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement.

c. Approval. The execution, delivery and performance of this Agreement by Consultant and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by the Board of Directors and are not subject to ratification by the Shareholders of Consultant at a special meeting therefore.

d. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Consultant, and all documents and instruments required hereunder to be executed and delivered by Consultant have likewise been duly executed and delivered. This Agreement does, and such documents and instruments will, constitute legal, valid and binding obligations of Consultant in accordance with their terms. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of the partnership agreement, charter, bylaws or governing documents of Consultant (or any of corporations comprising Consultant), or any agreement or instrument to which Consultant is a party or by which Consultant is bound, or any judgment, decree, order statute, rule or regulation applicable to Consultant.

17. Conflicts of Interest

Consultant and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Section 81000, et. seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Executive Director, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant agrees that a clause substantially similar to this section shall be incorporated into any sub-agreement, which Consultant executes in connection with the performance of this Agreement.

18. Accounting Requirements.

Consultant shall maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project under the Scope of Work. The accounting system shall conform to the Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Compliance with Laws.

a. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

b. Compliance with Environmental Laws. [check if applicable]

☐ Consultant shall comply with § 306 of the Federal Clean Air Act (42 U.S.C. §1857(h)), § 508 of the Federal Water Pollution Prevention Act (33 U.S.C. § 368), and the laws implementing those acts, including Executive Order 11,738 and 40 C.F.R. pt. 15.

Consultant shall comply with the provisions of the "Barry Keane Underground Storage Tank Cleanup Trust Fund Act of 1989 (Health & safety Code §§ 25299.10 et. seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 23, § 2810 et. seq. Consultant shall also comply with mandatory standards and policies relating to energy efficiency, according the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

21. Reliance on Reports [check if applicable]

☐ Consultant understands that Agency will rely upon its reports, analysis and related date. Consultant understands and agrees that the reports prepared by Consultant, and the information, data, test results and the conclusions and analyses contained therein regarding the geologic and environmental condition of a site, and/or the soils and groundwater beneath a site, may be relied upon by the Agency, its program managers, consultants, attorneys and appraisers of a site, any purchaser and developer of a site, (provided that the limitations and restrictions set forth herein shall apply to such purchaser and developer) and may be submitted and relied upon by any local, state or federal agencies and entities, as a part of the evaluation of the risk associated with the development or use of the site and the soils and groundwater beneath a site, and for the purpose of assessing the geotechnical, hydro- geological and/or environmental condition of a site and the ground and surface water on, under and in the area of a site, issuing closure letters, permits, licenses or authorizations to develop a site, and to determine whether further environmental investigation, assessment, review or study is necessary, and so that the Agency and any designated purchaser and developer of any site can conduct construction activities on and develop the site.

22. Discrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. No Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, nor shall it subcontract any of the work described in this Agreement or the Scope of Work without the prior written consent of Agency, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

24. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then

exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof; and each and every provision hereof is hereby declared to be and made a material, essential and necessary part of this Agreement.

27. Exhibits; Precedence.

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

28. Entire Agreement and Amendments.

This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and the Agency. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

29. Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

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

WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

By: _____
Kevin Radecki, Executive Director

LEIGHTON CONSULTING, INC.

By: _____ 6/28/2013
THOMAS C. BENSON, JR., PRESIDENT & CEO

By: _____ 7.1.13
TERRANCE M BROWN, CFO

EXHIBIT A

Scope of Services

Exhibit "A"

Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

June 10, 2013

Proposal No. RC13-165

To: Successor Agency to the Industry Urban-Development Agency
c/o CNC Engineering
255 North Hacienda Boulevard, Suite 222
City of Industry, California 91744

Attention: Mr. Josh Nelson

Subject: Proposal to Provide Geotechnical Services During Ongoing Design, Geotechnical Observation and Testing, and Materials Testing and Special Inspection Services for the Industry Business Center, East and West Side of Grand Avenue, Northwest of State Route 60, City of Industry, California

Introduction

In response to your request, Leighton Consulting is pleased to present this proposal to provide geotechnical and material testing and inspection services for the Industry Business Center (IBC). Based on our communication with you, our work is expected to include geotechnical services during ongoing design of the project as plans and specifications for the project are finalized. Subsequently, we will provide geotechnical observation and testing during rough grading. We will also provide geotechnical observation and testing and materials testing and special inspection during postgrading construction (installation of drainage improvements, sewer lines, wet and dry utilities, street and sidewalk paving and other postgrading construction.

In preparation of this proposal, we have reviewed the geotechnical reports we have previously prepared for the IBC. We have also reviewed the cost estimate sheets you provided and we have discussed the project with you.

10532 Acacia Street, Suite G-6 • Rancho Cucamonga, CA 91730-5455
[illegible] 184.2205 • 909 [illegible] 184.2170 Fax

Exhibit "A"

For planning and estimating purposes you have divided the project into several phases. These include:

- Rough grading of the IBC site (including slope drainage systems and landslide remediation). This includes 600 acres both east and west of Grand Avenue.
- Street improvements for Grand Crossing Parkway and A Street on the west of Grand Avenue.
- Street Improvements for C Street and other unnamed street on the east side of Grand Avenue.
- Grand Avenue widening including widening of the bridge over San Jose Creek.

Scope of Work

The scope of our work will be broken down into three parts. Part 1 will include geotechnical services during ongoing design of the project. Part 2 will include geotechnical observation and testing during rough grading and Part 3 will include geotechnical observation and testing and materials testing and special inspection during construction (drainage improvements, utilities, bridge structure, street paving, etc.). No construction schedule has been provided for the grading and construction. Therefore, we have made assumptions regarding the duration of construction and estimated the number or hours our services will be required onsite.

Part 1 - Geotechnical Services During Design

The scope of our work during this phase of the project is expected to include additional geotechnical investigation and consulting services during final design of the project. Significant geotechnical constraints remain for the project and these include the potential for liquefaction compressible soil and slope instability on the east side of Grand Avenue. Additional investigation and analysis of these and other design consideration should be addressed prior to site grading. We estimate a fee for this work of $201,778.

Exhibit "A"

Part 2 - Geotechnical Services During Rough Grading

The scope of our work during this phase of the project will include full-time geotechnical observation and testing services during rough grading. We have assumed that rough grading will be completed over a period of approximately 21 months. We expect to be onsite during the rough grading period (90 work weeks) with two field soil technicians working full time and a staff geologist working 30 hours per week. We propose the following scope of work:

- Attendance by our Principal Geologist and our Field Operations Manager at a pregrade meeting.
- Attendance by our Principal Geologist or Field Operations Manager at periodic team meetings at the site.
- Full-time geotechnical observation and testing services provided by two qualified soil technicians for a period of 90 workweeks (40 hours per week, no overtime). We anticipate that at least two soil technician will be required for the project. We expect two or more construction spreads will be in use by the contractor.
- Full and part-time geologic mapping will be conducted by a staff geologist to observe the geologic conditions, observe, accept and map removal areas and map slope and other geologic exposures. We anticipate that at one staff geologist onsite for 30 hours per week will be required for the project.
- Laboratory testing of representative soil samples for maximum dry density and optimum moisture content, grain size distribution (sieve analysis), soil strength parameters, expansion index, sulfate and chloride content, resistivity and pH, and other engineering properties.
- Preparation of daily field reports by our technician summarizing each day's earthwork-related activities, including areas tested and those areas requiring retesting.
- Engineering analysis, data review, supervision, QA/QC and project management will be provided by our Principal Geologist, Associate Engineer and our Field Operations Manager.

- Preparation of a geotechnical report of rough grading (5 copies each) presenting summaries of the earthwork activities and the results of our field and laboratory testing performed during rough grading.

ESTIMATED FEE: $1,641,645

Our charges will accumulate on a time-and-materials basis in accordance with the attached 2012 Professional Fee Schedule. The actual charges will depend on your contractor's schedule, pace and efficiency. A breakdown of our estimated fee for services during rough grading is presented on Figure 1, attached.

Part 3 - Geotechnical and Materials Tesing and Inspection Services During Construction (Postgrading)

The scope of our work during this phase of the project will include full- and part-time observation and testing services during construction of drainage improvements, backfill of utility trenches and during street paving. Our services will also include materials testing and special inspection services of concrete structures, bridge improvements and street paving. Based on our understanding of the work we have assumed that installation of sewer, storm drain, water lines, dry utilities, curb and gutter and street paving will require approximately 19 months to complete. We anticipate our geotechnical services will be required full time during most of this period. We expect materials testing and special inspection services will be required on a half time basis.

Our services are expected to include:

- Observation and/or testing by qualified soil technicians:
  - During backfill of storm drain, sewer, water, gas, electric and joint utility trenches within the public right-of-way.
  - During subgrade preparation for curb and gutter and streets.
  - During placement of aggregate base course for streets.
- Special inspection services including inspection of reinforcing steel placement, and concrete.

- Laboratory testing for maximum dry density and optimum moisture content, grain size distribution (sieve analysis), sand equivalent of representative soil samples and imported sand, R-value for street pavement design. Materials testing of reinforcing steel, concrete and asphaltic concrete.

- Preparation of daily field reports summarizing construction-related activities and the results of our field and laboratory tests.

- Periodic attendance by our Field Operations Manager as requested, at project team meetings.

- Supervision, QA/QC and project management will be provided, as needed, by our Field Operations Manager and our Principal Geologist.

- Preparation of a final report summarizing the postgrading earthwork-related activities, if required. This report will include copies of our daily field reports.

The fees for our services during postgrading are dependent upon the schedule, pace and efficiency of your various subcontractors working during this phase of the project.

ESTIMATED FEE: $788,700

Our fees will accumulate on a time-and-materials basis in accordance with our attached 2012 Professional Fee Schedule. A breakdown of this estimated fee during postgrading construction based on the assumed staff hours is presented on Figure 1, attached. The actual charges for our services will be dependent on the various contractor's schedules, pace and efficiency.

Fee Estimate

We estimate that the fee for the services in Parts 1, 2 and 3 described above will be approximately Two Million Six Hundred Forty Three Thousand One Hundred Twenty Three Dollars ($2,643,123). A summary of this estimate is provided on Figure 1. We are requesting that $150,000 of the geotechnical design services budget (Part 1) be authorized for the six month period starting July 1, 2013 for our ongoing work.

Exhibit "A"

RC13-165

The actual fees for our services will be dependent upon the schedule, pace and efficiency of your various subcontractors working during the project. Our fees will be charged on a time-and-materials basis in accordance with the attached 2012 Professional Fee Schedule for Prevailing Wage Projects.

We look forward to working with the Agency on this project. If you have any questions regarding our proposal or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Michael E. Grace
Field Operations Manager

Philip A. Buchiarelli
Principal Geologist

MG/PB/rsm

Attachments: Figure 1 - Breakdown of Estimated Fee
2012 Professional Fee Schedule for Prevailing Wage Projects

Distribution: (2) Addressee

Accepted by: _____ Date: _____

Leighton

EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: July 18, 2013

Estimated end of construction: December 31, 2020

Upon the start of construction a more detailed project schedule will be established.

EXHIBIT C

Professional Fee Schedule
Hourly Rates

Exhibit "C"

Figure 1
Breakdown of Estimated Fee
Industry Business Center
Geotechnical and Materials Testing Services During IBC Design and Construction

Part 2 Rough Grading

Field Work*:	Hrs/Wk	No. Wks	Rate/Hr.	Amount	
Soil Technician	40	90	$109	$392,400	
Soil Technician	40	90	109	392,400	
Field Operations Manager	6	90	160	86,400	
Staff Geologist	30	90	140	378,000	
Principal Geologist	4	90	215	77,400	
Vehicle	120	90	15	162,000	
Field Shed		90	17.5	1,575	
			Subtotal:		$1,490,175

Analysis, QA/QC & Proj. Mgmt:	Hrs/Wk	No. Wks	Rate/Hr.	Amount	
Principal Geologist	1	90	$215	$19,350	
Associate Engineer	2	90	200	36,000	
Staff Geologist	2	90	140	25,200	
Field Operations Manager	2	90	144	25,920	$106,470
			Subtotal:		

Laboratory Testing*:	$20,000
Report Preparation (Includes one final report of rough grading)	$25,000
Estimated Fee:	$1,641,645

* Actual hours and number and types of laboratory tests and field hours will vary depending on actual project requirements

Part 3 Post Grading Construction

Field Work*:	Hrs/Wk	No. Wks	Rate/Hr.	Amount	
Technician	40	80	$109	$348,800	
Construction Inspector	20	80	104	166,400	
Field Operations Manager	4	80	160	51,200	
Principal Geologist	2	80	215	34,400	
Vehicle	66	80	15	79,200	
Field Shed		80	17.5	1,400	
			Subtotal:		$681,400

Analysis, QA/QC & Proj. Mgmt:	Hrs/Wk	No. Wks	Rate/Hr.	Amount	
Principal Geologist	1	80	$215	$17,200	
Associate Engineer	1	80	200	16,000	
Field Operations Manager	2	80	160	25,600	
			Subtotal:		$58,800

Laboratory Testing*:	$42,000
Report Preparation (Includes one final report of post grading)	$17,500
Estimated Fee:	$799,700

Summary

Part 1: Geotechnical Design Services:	**$201,778**
Part 2: Geotechnical Services During Rough Grading	**1,641,645**
Part 3: Geotechnical and Materials Testing Services During Post Grading	**799,700**
Total Estimated Fee	**$2,643,123**

Leighton

Leighton

Exhibit "C"
PROFESSIONAL FEE SCHEDULE 2012

CLASSIFICATION	$/HR
Technician I	85
Technician II / Special Inspector	90
Senior Technician / Inspector	95
Non-Destructive Testing (NDT) (ANSI)	99
Prevailing Wage (Building / Constr. Inspector) *	104
Prevailing Wage (Field Soils Tester) *	109
Remediation System Operation & Maintenance Specialist	105
Materials Inspection Manager/Deputy Grading Inspector	110
Field/Laboratory Supervisor	125
Staff Engineer/Geologist/Scientist	125

CLASSIFICATION	$/HR
Senior Staff Engineer/Geologist/Scientist	140
Operations/Laboratory Manager	160
Project Engineer/Geologist/Scientist	160
Senior Project Engineer/Geologist/Scientist	180
Associate	200
Principal	215
Senior Principal	260
Project Administrator /Word Processor	78
Information Specialist	105
CAD Operator	110
GIS Specialist	125
Vehicle usage	15

GEOTECHNICAL LABORATORY TESTING

METHOD	$/TEST
CLASSIFICATION & INDEX PROPERTIES	
Moisture Content (ASTM D 2216)	$20
Moisture & Density (ASTM D 2937) ring samples	30
Moisture & Density (ASTM D 2937) Shelby tube or cutting	40
Atterberg Limits (ASTM D 4318) 3 points:	150
- single point, non-plastic	85
- Atterberg Limits (Organic ASTM D 2487 / 4318)	180
- Visual classification as non-plastic (ASTM D 2488)	10
Particle Size	
- sieve only 1½" to #200, (ASTM D 6913/CTM 202)	110
- large sieve - 6" to #200 (ASTM D 6913/C136/CTM 202)	175
- hydrometer only (ASTM D 422)	110
- sieve + hydrometer (≤3" sieve, ASTM D 422)	185
Dispersive Characteristics of Clay Soil (double hydrometer, ASTM D 4221)	90
Specific Gravity-fine (passing #4, ASTM D 854/CTM 207)	125
Specific Gravity-coarse (ASTM C 127/CTM 206) retained on #4	100
- Total Porosity - on Shelby tube sample (calculated from density & specific gravity)	165
- Total Porosity - on other sample	155
Photograph of sample	10
Shrinkage Limits (Wax Method, ASTM D 4943)	126
Pinhole Dispersion (ASTM D 4647)	210
Percent Passing #200 Sieve, wash only (ASTM D 1140)	70
As-Received Moisture & Density (chunk/carved samples)	60
Sand Equivalent (CTM 217)	105
COMPACTION & PAVEMENT SUBGRADE TESTS	
Relative Compaction of Untreated & Treated Soils & Aggregates (CTM 216)	250
Relative Density (0.1 ft^3 mold, ASTM D 4253, D 4254)	235
California Bearing Ratio (ASTM D 1883)	
- 3 point	500
- 1 point	185
R-Value (CTM 301) Untreated	310
R-Value (CTM 301) Lime or cement treated soils	340
Standard Proctor Compaction, (ASTM D 698) 4 points:	
- 4 inch diameter mold (Methods A & B)	180
- 6 inch diameter mold (Method C)	215

METHOD	$/TEST
Modified Proctor Compaction (ASTM D 1557) 4 points	
- 4 inch diameter mold (Methods A & B)	220
- 6 inch diameter mold (Method C)	245
Check Point (per point)	65
SOIL CHEMISTRY & CORROSIVITY	
pH Method A (ASTM 4972 or CTM 643)	45
Electrical Resistivity – single point – in-situ moisture	45
Minimum Resistivity 3 moisture content points (CTM 643)	90
pH + Minimum Resistivity (CTM 643)	130
Sulfate Content - Gravimetric (CTM 417 B (73) Part II)	70
Sulfate Screen (HACH kit)	30
Chloride Content (AASHTO T291/CTM 422 (78))	70
Corrosion Suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
Organic Matter Content (ASTM 2974)	65
SHEAR STRENGTH	
Pocket Penetrometer	15
Direct Shear (ASTM D 3080, mod., 3 points)	
- Consolidated Undrained - 0.05 inch/min	285
- Consolidated Drained - <0.05 inch/min	345
Residual Shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
Remolding or hand trimming of specimens (3 points)	90
Oriented or block hand trimming (per hour)	65
Single Point Shear	105
Torsional Shear (ASTM D 6467 / ASTM D 7608)	820
CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidation (ASTM D 2435)	195
- Each additional time curve	45
- Each additional load/unload w/o Time Reading	40
Expansion Index (ASTM D 4829)	130
Swell/Collapse – Method A (ASTM D 4546-A, up to 10 load/unloads w/o time curves)	290
Single Load Swell/Collapse - Method B (ASTM D 4546-B, seat, load & inundate only)	105
Collapse Potential of Soils (ASTM D 5333)	220

Exhibit "C"

METHOD	$/TEST
TRIAXIAL TESTS	
Unconfined Compression Strength of Cohesive Soil (with stress/strain plot, ASTM D 2166)	135
Unconsolidated Undrained Triaxial Compression Test on Cohesive Soils (USACE Q test, ASTM D 2850, per confining stress)	170
Consolidated Undrained Triaxial Compression Test for Cohesive Soils, (ASTM D 4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375
Consolidated Drained Triaxial Compression Test (CD, USACE S test, with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
- Sand or silty sand soils (per confining stress)	375
- Silt or clayey sand soils (per confining stress)	500
- Clay soils (per confining stress)	705
- Three-stage Triaxial (sand or silty sand soils)	655
- Three-stage Triaxial (silt or clayey sand soils)	875
- Three-stage Triaxial (clay soils)	1,235
Remolding of Test Specimens	65

METHOD	$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial Permeability in Flexible-Wall Permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C)	310
- Each Additional Effective Stress	120
- Hand Trimming of Soil Samples for Horizontal K	60
Remolding of Test Specimens	65
Permeability of Granular Soils (ASTM D 2434)	135
SOIL-CEMENT	
Moisture-Density curve for Soil-Cement Mixtures (ASTM D 558)	240
Wet-Dry Durability of Soil-Cement Mixtures (ASTM D 559) **	1,205
Compressive Strength of Molded Soil-Cement Cylinders (ASTM D 1633) per cylinder **	60
Soil-Cement Remolded Specimen (for shear strength, consolidation, etc.) **	235
** Compaction (ASTM D 558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

TECHNICIAN SERVICES	$/UNIT
Pick-up & Delivery – (weekdays, per trip, <50 mile radius from Leighton office)	80
Coring & Sizing (at Leighton laboratory per core)	80

METHOD	$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete Cylinders Compression (ASTM C 39) (6" x 12")	25
Compression, Concrete or Masonry Cores (testing only) ≤6" diameter (ASTM C 42)	40
Trimming concrete cores (per core)	20
Flexural Strength of Concrete (Simple Beam with 3rd pt Loading, ASTM C 78/CTM 523)	65
Flexural Strength of Concrete (simple beam w/ center point loading, ASTM 293/CTM 523)	65
Mix Design, (review of existing data)	215
Non Shrink Grout Cubes (2"³, ASTM C 109/C 1107)	25
Drying Shrinkage (four readings, up to 90 days, 3 bars, ASTM C 157)	400
ASPHALT CONCRETE, HMA, SPECIMEN TESTING	
Extraction by Ignition Oven (CTM 382)	150
Extraction by Ignition Oven, percent asphalt & gradation (CTM 382/CTM 202)	195
Extraction, Percent Asphalt & Gradation, Centrifuge (ASTM D 2172/D 5444)	195
Extraction & Percent Asphalt, centrifuge (ASTM D 2172)	155
Extraction & Gradation, centrifuge (ASTM D 2172 /C 136)	175
Stabilometer Value (CTM 366)	265
Bituminous Mixture Preparation (CTM 304)	60
Moisture Content of Asphalt (CTM 370)	60
Bulk Specific Gravity – Molded Specimen or Cores (ASTM D 1188/CTM 308)	55
Maximum Density - Hveem (CTM 308)	125
Theoretical Maximum Density & Specific Gravity of HMA, (CTM 309)	130
Ignition Oven Correction/Correlation Values	quote
Thickness or Height of Compacted Bituminous Paving Mixture Specimens (ASTM 3549)	40
Rubberized Asphalt (add to above rates)	+ 25%

METHOD	$/TEST
AGGREGATE PROPERTIES	
Sieve Analysis (fine & coarse aggregate ASTM C 136)	135
Sieve Analysis-(finer than #200, Wash, ASTM C 117)	90
LA Rattler-smaller coarse aggregate <1.5" (ASTM C 131)	165
LA Rattler-larger coarse aggregate 1-3" (ASTM C 535)	190
Durability Index (CTM 229)	200
Cleanness Value of Coarse Aggregate (CTM 227)	210
Unit Weight of Aggregate (CTM 212)	50
Soundness Magnesium (ASTM C 88)	225
Soundness Sodium	650
Uncompacted Void Content -fine aggregate (CTM 234)	130
Flat & Elongated Particles in Coarse Aggregate (CTM 235)	215
Percent of Crushed Particles (CTM 205)	135
Organic Impurities in Concrete Sand (CTM 213)	60
Apparent Specific Gravity of Fine Aggregate (CTM 208)	130
Moisture Content of Aggregates by Oven Drying (CTM 226)	40
Clay Lumps, Friable Particles (ASTM C 142)	175
MASONRY	
Mortar Cylinders (2" by 4", ASTM C 780)	25
Grout Prisms (3" by 6", ASTM C 1019)	25
Masonry Cores Compression, ≤6" diameter (testing only, ASTM C 42)	40
CMU Compression to size 8" x 8" x 16" (3 required, ASTM C 140)	45
CMU Moisture Content, Absorption & Unit Weight (6 required, ASTM C 140)	40
CMU Linear Drying Shrinkage (ASTM C 426)	175
CMU Grouted Prisms (compression test ≤8" x 8" x 16", ASTM E 447 C 1314)	180
CMU Grouted Prisms (compression test > 8" x 8" x 16", ASTM E 447 C 1314)	250
Masonry Core-Shear Title 24 (test only)	70
BRICK	
Compression (5 required, cost for each, ASTM C 67)	40

Exhibit "C"

METHOD	$/TEST
SLAB-ON-GRADE MOISTURE EMISSION KIT	
Moisture Test Kit (excludes labor to perform test, ASTM E 1907)	60
REINFORCING STEEL	
Rebar Tensile Test, Up to No. 10 (ASTM A 370)	45
Rebar Tensile Test, No. 11 & over (ASTM A 370)	100
Rebar Bend Test, Up to No. 11 (ASTM A 370)	45

METHOD	$/TEST
STEEL	
Tensile Strength, ≤100,000 pounds axial load (ASTM A 370)	45
Prestressing Wire, Tension (ASTM A 416)	150
Sample Preparation (cutting)	50
SPRAY APPLIED FIREPROOFING	
Unit Weight (Density, ASTM E 605)	60

EQUIPMENT, SUPPLIES & MATERIALS

	$/UNIT	
1/4" Grab Plates	$ 5	ea
1/4" Tubing (bonded)	0.55	foot
1/4" Tubing (single)	0.35	foot
3/8" Tubing, clear vinyl	0.55	foot
Box of 10 soil drive-sample rings	25	day
Brass Sample Tubes	10	each
Caution Tape (1000-foot roll)	20	each
Combination Lock or Padlock	11	each
Compressed Air tank & Regulator	50	day
Consumables (gloves, rope, soap, tape, etc.)	35	day
Core Sample Boxes	11	each
Crack monitor	25	each
Cutoff Saws, reciprocating, electric (Saws-All)	75	day
Disposable Bailers	12	each
Disposable Bladders	10	each
Dissolved Oxygen Meter	45	day
DOT 55-gallon Containment Drum with lid	65	each
Double-ring Infiltrometer	125	day
Generator, portable gasoline fueled, 3,500 watts	90	day
Global Positioning System (GPS)	80	day
Hand Auger Set	90	day
HDPE Safety Fence (100')	40	roll
In-Situ Level Troll 500 (each)	90	day
In-Situ Troll 9500 low flow water sampling equipment	150	day
Lockable Equipment Box	15	day
Magnahelic Gauge	15	day
Manometer	25	day
Mileage	IRS rate/mile	

	$/UNIT	
Nitrile Gloves	20	pair
Nuclear Moisture & Density Gauge (licensed, calibrated, swipe tested)	88	day
Pachometer	25	day
pH/Conductivity/Temperature Meter	55	day
Photo-Ionization Detector (PID)	110	day
Pump, Typhoon 2 or 4 Stage	50	day
QED Bladder Pump w/QED control box	160	day
Resistivity Field Meter & Pins	50	day
Service Vehicle Usage	150	day
Slip / Threaded Cap, 2" or 4" diameter, PVC Schedule 40	15	each
Slope Inclinometer	50	day
Stainless Steel Bailer	40	day
Submersible Pump, 10 gpm, high powered Grunfos 2" with controller	160	day
Submersible Sump/Transfer Pump, 10-25 gpm	50	day
Survey/Fence Stakes	8	each
Tedlar® Bags	18	each
Traffic Cones (≤25)/Barricades (single lane)	50	day
Turbidity Meter	70	day
Tyvek® Suit	18	each
Vapor Sampling Box	45	day
Visqueen (20' x 100')	100	roll
Water Level Indicator (electronic well sounder) <300 feet deep well	60	day

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

TERMS & CONDITIONS

* Our fees for prevailing wage work are subject to change at any time based upon the project advertised date & any changes in California prevailing laws or wage rates. Prevailing wage time accrued will include portal to portal travel time.

- For all classifications except those subject to prevailing wage, this fee schedule is effective through December 31, 2012 after which remaining work will be billed at then-current rates.
- **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, & 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, & 3 times basic hourly rates on California official holidays.
- **Expert Witness Time:** Expert witness deposition & testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Hourly Charges:** Geotechnical & Environmental Technicians (field time only):

  2 hours : Monday-Friday
  4 hours: Saturday & Sunday

- **Minimum Hourly Charges:** Special Inspectors or Material Testing Field Services (field time only):

  2 hours: Cancellation of inspections not canceled by 4:00 p.m. on preceding day (No charge if cancellation is made before 4:00 p.m. of the preceding work day.)
  4 hours: One-half working day or less except as No. 3 (below) applies
  8 hours: Over one-half working day, or begins before noon & extends into afternoon

- **Outside Direct Costs:** Heavy equipment, subcontractor fees & expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, & other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to & paid by client.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage & a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities & hazardous materials on the project site, prior to fieldwork, & agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe & legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of $10 per bag & $5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing & reporting.

SUCCESSOR AGENCY

ITEM NO. 5.13

SUCCESSOR AGENCY TO THE

INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

From: Paul J. Philips, Executive Director

Staff: John Ballas, City Engineer

Date: January 15, 2016

SUBJECT: Work Authorization No. 2 with CNC Engineering for Industry Business Center Development Project (MP 99-31 #16) (ROPS Line Item No. 196)

CNC Engineering has been retained by the Successor Agency to the Industry Urban-Development Agency to provide construction management services, construction inspection, construction staking, design support during construction, as-builts, and various other design tasks for the Industry Business Center Development. CNC Engineering is listed in the Recognized Obligation Payment Schedule under Line Item No. 196.

CNC Engineering has submitted a second work authorization for additional services to complete the Industry Business Center Mass Grading and infrastructure project. Various unforeseen conditions occurred during the course of the initial phases that weren't accounted for in the initial budgets. In addition the budgets were set based on the project occurring in 2 phases. At this point due to the lack of funding availability, it will result in at least 7 phases of construction. The original budgets set in the Recognized Obligation Payment Schedule were calculated based on cost estimates prepared in 2008 when the full scope wasn't established. The engineering was set at approximately 7% of the construction cost which is below industry standard.

CNC Engineering has submitted a request for an additional $3,500,000.00 to perform the continuing work on the Industry Business Center. Their attached memo provides more background on the project. Previously the Successor Agency approved the first work authorization in the amount of $5,305,283.00.

It is recommended that the Successor Agency Board approve and execute Work Authorization No. 2.

PJP/JD:af

CNC
ENGINEERING
Consulting Civil Engineers • Surveyors

January 15, 2016

Successor Agency to the Industry-Urban Development Agency
15625 Stafford Street, Ste. 100
City of Industry, CA 91744

Attention: Mr. Paul J. Philips, Executive Director

Re: Work Authorization No. 2 with CNC Engineering for Industry Business Center Improvements, MP 99-31 #16 (ROPS Line Item No. 196)

Mr. Philips,

For the Industry Business Center improvement projects, the Successor Agency to the Industry Urban-Development Agency has asked CNC Engineering to submit a second work authorization memorandum to provide the detail of the tasks remaining for the project. CNC Engineering has been providing services to the Successor Agency under their existing time and materials agreement. This memorandum establishes an estimated budget for CNC to work on the remaining phases of the Industry Business Center that matches what has been approved in the Recognized Obligation Payment Schedule (ROPS). The various remaining phases of the project are listed below.

West Side Phase II Mass Grading: This phase will finish the mass grading of the west side of Grand Avenue. It will provide a rough graded roadway network, rough graded pads, and all storm drain improvements. The current construction cost estimate for this project is $35,300,000.

East Side Roadways, Sewers, Dry Utilities, Slope Landscaping and Grand Avenue Widening: The east side mass grading is near completion and this project will continue the improvements which include constructing the new streets, installing the new sewer system, installation of the dry utilities, landscaping the slopes and the widening of Grand Avenue. The design was done by PBLA Engineering, Inc. CNC will be providing construction support administration, management and inspection. CNC will also provide construction staking and any design support needed during construction. Bids have already been received for this phase. The low bid amount was $18,784,000.

Future Streets, Precise Grading and Landscaping: This will be the final project to finish off all remaining tasks for the west side. The primary goal of this one will be to construct all the streets and landscaping within and around the Industry Business

Center west side. Any precise grading that can be done will also be included in this final project. The current construction cost estimate for this phase of work is $26,000,000.

The estimated breakdown of hours and total fee for each phase can be found on Attachment A. The requested budget is listed on line 196 in the latest ROPS which has been approved by both the Successor Agency and the Oversight Board.

Best Regards,
CNC Engineering

Clement N. Calvillo,
President

CC/JN/SC:af

CNC
ENGINEERING

ATTACHMENT A - WORK AUTHORIZATION NO. 2

ENGINEERING SERVICES AND CONSTRUCTION SUPPORT FOR INDUSTRY BUSINESS CENTER (MP 99-31 #16)
PREPARED FOR THE SUCCSSSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PREPARED BY: CNC ENGINEERING
DATE: January 8, 2016

TASK	DESCRIPTION	PROJ MGR	QA/QC MGR	PROJ ENGR	CAD DESIGN	CONST INSPECT	SURV CREW	Admin	Totals
		$162.71	$162.71	$156.88	$126.67	$156.88	$235.32	$78.44	
	West Side Phase II Mass Grading (IBC-0381)								
1	Project Management	150		150				60	$52,644.90
2	Bid Coordination/Final Design Plans and Specs	310	50	250	300		100	50	$163,250.60
3	Construction Support Administration	1250		650				750	$364,189.50
4	Construction Inspection	250				2200			$385,813.50
5	Construction Staking			160			1400		$354,548.80
6	Design Support During Construction	400		500					$143,524.00
7	As-builts and Project Close Out	80		80	150		200	60	$96,338.10
ESTIMATED LABOR HOURS		**2440**	**50**	**1790**	**450**	**2200**	**1700**	**920**	**9550**
								Subtotal	$1,560,309.40

TASK	DESCRIPTION	PROJ MGR	QA/QC MGR	PROJ ENGR	CAD DESIGN	CONST INSPECT	SURV CREW	Admin	Totals
	East Side Roadways, Sewers, Dry Utilities and Slope Landscaping and Grand Avenue Widening (IBC-0384)								
1	Project Management	80		60				25	$24,390.60
2	Bid Coordination/Final Design Plans and Specs	115	20	120	115		50	20	$68,693.30
3	Construction Support Administration	1100		500				700	$312,329.00
4	Construction Inspection	110				1430			$242,236.50
5	Construction Staking			75			630		$160,017.60
6	Design Support During Construction	80		70					$23,998.40
7	As-builts and Project Close Out	20		50	80		100	40	$47,901.40
ESTIMATED LABOR HOURS		**1505**	**20**	**875**	**195**	**1430**	**780**	**785**	**5590**
								Subtotal	$879,566.80

TASK	DESCRIPTION	PROJ MGR	QA/QC MGR	PROJ ENGR	CAD DESIGN	CONST INSPECT	SURV CREW	Admin	Totals
	Future Streets, Precise Grading & Landscaping								
1	Project Management	80		50				25	$22,821.80
2	Final Design Plans and Specifications	300	60	330	350		170	70	$200,175.70
3	Construction Support Administration	950		450				600	$272,234.50
4	Construction Inspection	100				1800			$298,655.00
5	Construction Staking			70			800		$199,237.60
6	Design Support During Construction	80		60					$22,429.60
7	As-builts and Project Close Out	20		51	71		90	40	$44,569.60
ESTIMATED LABOR HOURS		**1530**	**60**	**1011**	**421**	**1800**	**1060**	**735**	**6617**
								Subtotal	$1,060,123.80

Grand Total $3,500,000.00

Approved and Accepted: Successor Agency to the Industry Urban-Development Agency

By: _____ Date: _____

Mark D. Radecki, Chairman

SUCCESSOR AGENCY

ITEM NO. 5.14

SUCCESSOR AGENCY TO THE

INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

From: Paul J. Philips, Executive Director Paul J. Philips

Staff: Clement N. Calvillo, CNC Engineering CC
Joshua Nelson, CNC Engineering
Sean Calvillo, CNC Engineering SC

Date: January 15, 2016

SUBJECT: Industry Business Center Development, Amendment No. 2 to Consultant Contract No. 14-SCS 13-01 MP 99-31 #16 (ROPS Line Item No. 221

SCS Engineers has been retained to provide landfill engineering services during the mass grading construction phase of the Agency's Industry Business Center East Development. SCS Engineers is listed in the Recognized Obligation Payment Schedule under Line Item No. 221.

SCS Engineers has submitted a proposal for additional services which includes the installation of the LFG control system mechanical and electrical components, scheduled to be completed in early 2016. With this milestone, all landfill remedial construction work for the IBC East project will be complete. SCS will continue to provide engineering support that includes CQA observations and reporting, agency liaison, preparation of required Landfill reports and documents, and LFG system start-up.

SCS will also provide continued assistance with engineering, maintenance, monitoring and regulatory compliance issues related to the presence of the Landfill during the post-construction phase.

SCS Engineers has submitted a request for a budget increase of $394,300.00 to perform this additional work. CNC Engineering has reviewed the proposal and finds it to be in order.

It is recommended that the Successor Agency Board approve and execute Amendment No. 2. Please forward the signed documents to Christina Brown for further processing.

PJP/CC/JN/SC:af

Environmental Consultants
and Contractors

6601 Koll Center Parkway
Suite 140
Pleasanton, CA 94566

925 426-0080
FAX 925 426-0707
www.scsengineers.com

SCS ENGINEERS

January 15, 2016
File No. 01213392.00

Mr. Paul J. Philips, Executive Director
Successor Agency to the Industry-Urban Development Agency (Agency)
15625 East Stafford Street #100
City of Industry, California 91744

Subject: Proposal for Continued Landfill Engineering Services
Industry Business Center East Development (IBC East)
State Route 60/57 Freeway at Grand Avenue, City of Industry, California
(Agreement for Consulting Services dated December 19, 2013; Consultant Contract No. 14-SCS 13-01A MP 99-31 16)

Dear Mr. Philips:

This letter provides a proposed scope of work and requested budget supplement for SCS Engineers (SCS) to provide continued landfill engineering services during the mass grading post-construction phase for the Agency's Industry Business Center East (IBC East) development.

Per the terms of the above-referenced Agreement, SCS has provided as-requested engineering, permitting and environmental monitoring services specifically addressing the presence of the closed Valley Land Development Landfill (Landfill) as it affects IBC-East mass grading development plans. This work has included: preparation of a Closure, End Use and Post-Closure Maintenance Plan; preparation of plans and specifications (bid documents) for landfill remediation; regulatory agency permitting, liaison and reporting; landfill gas (LFG) and groundwater monitoring; field inspection and construction quality assurance (CQA) observations during Landfill remedial work; and engineering support during construction.

Mass grading work by the Agency's construction contractor is complete. Installation of the LFG control system mechanical and electrical components is scheduled to be completed in early 2016. With this milestone, all landfill remedial construction work for the IBC East project will be complete. For the short-term, SCS will continue to provide engineering support under our existing professional services agreement with addendum issued by the Agency. This support work will include CQA observations and reporting, agency liaison, preparation of required Landfill reports and documents, and LFG system start-up. We have presented an estimated budget for these services for the period January 1 through June 30, 2016.

SCS also proposes to provide continued assistance with engineering, maintenance, monitoring and regulatory compliance issues related to the presence of the Landfill during the post-construction phase (prior to vertical development by others). Outlined herein are anticipated work items and budgets corresponding to your fiscal planning cycles for the periods July 1, 2016 through December 31, 2018. These services and budgets are provided herein.

SCOPE OF SERVICES

Work to be performed by SCS will be at the direction of the Agency and its consultants, and will include the following:

January 1, 2016 – June 30, 2016

- Provide engineering services in support of securing a building permit for the LFG system foundation and electrical systems. This work is in progress (permit applications have been submitted) and has been performed at the request of the Agency. SCS will respond to Los Angeles County permit agency comments, make required plan revisions and consult with agency personnel in effort to expeditiously secure the permit(s).

- Attendance at construction progress meetings, and responses to Agency or contractor inquiries affecting landfill issues.

- Perform CQA observations and provide engineering support during installation of LFG control system foundation, mechanical and electrical systems. We envision up to six field visits by our staff predicated upon the Agency's construction contractor's schedule. SCS's senior design engineer will also visit the site on one occasion to perform a final inspection and review punch-list items with the construction contractor.

- Prepare as-built drawings for Landfill remedial systems, based on mark-up drawings and surveys provided by the Agency's construction contractor.

- Prepare a close-out report documenting Landfill remediation CQA activities performed during 2015 and 2016. This will be completed following installation of the LFG control system foundation, mechanical and electrical systems by the Agency's construction contractor.

- Perform two quarterly Landfill inspections and prepare the semi-annual self-monitoring report as required by the Waste Discharge Requirements (WDRs) issued by the Los Angeles Regional Water Quality Control Board (RWQCB). The report is due for submittal to the RWQCB on April 30, 2016.

- Provide consulting and agency liaison services in support of Landfill Air Quality permitting. At the completion of LFG control system construction and start-up, it is expected that the South Coast Air Quality Management District (AQMD) will issue a Permit to Operate (PTO, I.D. No. 179793, issued August 2015 and re-issued annually.) SCS will consult with the Agency regarding compliance strategies, and respond to AQMD inquiries in an effort to ensure regulatory compliance while minimizing the Agency's long-term administrative and compliance costs.

- Prepare application for an exemption from South Coast AQMD Rule 1150.1 requirements for LFG emissions control and monitoring, and/or a Rule 1150.1 Alternate Compliance Plan, if needed. (All landfills in the South Coast Air District are subject to Rule 1150.1. The Rule has requirements for landfill surface emissions monitoring, LFG

sampling, and LFG control system component leak monitoring and reporting, among other things. However, this Rule has not been applied or enforced at the VLDL, nor was Rule applicability a condition of the AQMD Authority to Construct permit for LFG control system.) We will consult with the Agency and prepare necessary technical documents in support of AQMD application as directed.

- Perform LFG control system start-up and initial operation services following completion of construction and acceptance of the contractor's work by the Agency. We assume work will commence in March, 2016. On a weekly basis for the first month (4 events), SCS will monitor LFG extraction points, measure and record overall system operating parameters at the blower/carbon unit inlet and outlet, make necessary adjustments to optimize LFG capture and test condensate sumps for proper operation. SCS will arrange for transfer and disposal of accumulated liquid condensate at an approved sanitary sewer location, as directed by the Agency. This will be performed on a monthly basis over the period April through June, 2016 (3 events).

July 1, 2016 – December 31, 2018

- Perform routine LFG control system operation, maintenance and monitoring (OM&M):
  - Monitor LFG extraction points (12 wellheads) for pressure, temperature and gas composition; and make necessary adjustments to optimize LFG capture at a frequency of once per month.
  - Monitor and test condensate sumps and leachate riser for proper operation at a frequency of once per month.
  - Inspect, monitor and record system operating parameters at the blower/carbon station at a frequency of once per month. Note that the Authority to Construct permit requires weekly monitoring, unless otherwise approved by the AQMD. We assume approval will be granted for monthly monitoring as part of the PTO process.
  - Perform quarterly landfill surface emissions, LFG system inlet gas and component leak testing in accordance with South Coast AQMD Rule 1150.1 requirements for operation of LFG extraction systems (if required; see above).
  - Perform annual carbon unit exhaust source test per AQMD requirements (one event/year).
- Perform non-routine LFG control system maintenance, including: change-out of carbon adsorption units; removal and transfer of liquid condensate to an approved sanitary sewer disposal location(s) as directed by the Agency; condensate sump pump repairs and replacements; and repairs to blower/carbon system piping. We have budgeted set amounts based on our experience with similar LFG control systems. These budgets exclude provisions for replacement of major mechanical/electrical components or

controls, and replacement of wellheads, vaults, or piping or other components as a result of final grading or asphalt parking surface construction work (by others).

- Perform quarterly Landfill inspections and prepare semi-annual self-monitoring reports as required by the WDRs issued by the Los Angeles RWQCB. The reports are due for submittal to the RWQCB on April 30 and October 30 of each calendar year.

- Collect and analyze LFG condensate samples in accordance with the Industrial Wastewater Discharge Permit issued by the Sanitation Districts of Los Angeles County (Sanitation Districts). We have budgeted for collection and analysis of one sample every 6 months.

- Perform LFG control system source tests as per AQMD Authority to Construct Condition No. 9. The source test is required within 6 months of completion of construction and annually thereafter. The source test will be in accordance with a work plan, subject to AQMD approval in advance. SCS will secure necessary approvals, oversee the source tests, and prepare the summary reports. We have assumed three source tests will be required during the contract period.

- Prepare quarterly/annual LFG system operating summary reports for submittal to the AQMD (should an exemption not be allowed). We have allocated contingency budgets for this purpose.

- Prepare the semi-annual self-monitoring report in response to the Industrial Wastewater Discharge Permit issued by the Sanitation Districts. This applies to disposal of LFG liquid condensate and groundwater extracted from the leachate extraction trench at the Landfill. The reports are due on January 15 and July 15 of each calendar year.

- Provide as-needed engineering support to issues that arise as requested by the Agency. This could include assistance with responses to regulatory agency inquiries or directives related to the Landfill; consultation with the Agency and other stakeholders regarding vertical development of the IBC-East site; and as-needed technical support on other landfill issues. We have assumed a budget set-aside of $20,000 per year for these services, based on our past experience on this project.

COMPENSATION

The attached worksheets provide budgetary estimates for engineering and operation, maintenance and monitoring services described above for the fiscal planning cycles over the period January 1, 2016 through December 31, 2018.

A budget of $548,848 was provided in the subject Agreement for Consulting Services and supplemental authorization dated March 4, 2015. Through December 31, 2015, our billings total $446,600. Thus a balance of $102,248 remained as of December 31, 2015.

We understand that the Agency previously allocated $75,000 of this remaining budget for expenses to be accrued between January 1 and June 30, 2016. As shown on the attached worksheets, SCS forecasts expenses during this period will be approximately $85,000. Thus we suggest a supplement in the amount of $15,000 may be needed to cover billings through June 2016.

SCS will continue to bill against the established budget amount on a time-and-materials basis, in accordance with the terms and conditions in the December 13, 2013 Agreement for Consulting Services and subsequent addenda issued by the Agency.

ASSUMPTIONS AND CONDITIONS

SCS's budgetary estimates are based on our understanding of the Agency's needs, as well as the following assumptions and conditions:

1. Non-prevailing wage and non-union workers will be utilized for field operation, maintenance and monitoring services related to the LFG control system. Requirement to use union labor or prevailing wage rates can be offered with an adjustment in our price.

2. Unrestricted site access for personnel, equipment, and materials must be provided to enable completion of the work will be provided.

3. Work will be performed in OSHA Level D protection and in accordance with the Solid Waste Association of North America Landfill Gas Division Health and Safety Task Force, "A Compilation of Landfill Gas Laboratory Field Practices and Procedures," dated August 2011. Additional health and safety requirements can be provided with an adjustment in our price.

4. Our budgets exclude agency permit fees.

5. SCS is not responsible for the presence of any trace constituents in the LFG, condensate or leachate with respect to potential public health and safety hazards.

6. At no time shall the title of any hazardous substances, solid wastes, petroleum contaminated or other regulated substances pass to SCS, nor shall any provision of an ensuing Agreement between SCS and the Client be interpreted to permit SCS to assume the status of "generator," "transporter," or "treatment, storage or disposal facility" under state or federal law.

7. Our services exclude the following items, which are planned to be undertaken following finish grading and placement of an asphalt parking surface over the re-purposed VLDL footprint per the agency-approved Closure, End Use and Post-Closure Maintenance Plan. These items can be performed by SCS during the contract period, if requested, with an adjustment in price:

    - Installation of replacement LFG and groundwater monitoring wells, and monitoring and testing of the same.

- Landfill final cover and drainage system inspections and maintenance.
- Groundwater/leachate removal and liquids testing.
- Surface water monitoring, testing and reporting.

8. Our services exclude emergency response to vandalism, surface fire, earthquake or other events as outlined in the agency-approved Closure, End Use and Post-Closure Maintenance Plan. These items can be performed by SCS during the contract period, if requested, with an adjustment in price.

CLOSING

SCS looks forward to working with you during the post-construction phase of the IBC-East project. If you have any questions regarding this submittal or desire any additional information, please contact the undersigned.

Sincerely,

Dan Vidal
Project Director
SCS ENGINEERS

Joseph J. Miller, P.E.
Project Director / Vice President
SCS ENGINEERS

cc: Joshua Nelson, CNC Engineering

IBC-EAST / VALLEY LAND DEVELOPMENT LANDFILL ENGINEERING AND OM&M SERVICES
SCOPE OF WORK AND COST ESTIMATE SUMMARY

Jan-15-16

DESCRIPTION - ENGINEERING and OM&M SERVICES	1/1/16 to 6/30/16	7/1/16 to 12/31/16	1/1/17 to 6/30/17	7/1/17 to 6/30/18	Total
Engineering Services	$58,500	$25,500	$30,000	$55,500	$169,500
LFG Control System Operation, Monitoring and Maintenance Services					
System Start-Up	$26,400	$0	$0	$0	$26,400
Routine OM&M	$0	$29,600	$29,600	$59,200	$118,400
Non-Routine Maintenance	$0	$10,600	$29,700	$39,700	$80,000
TOTAL ENGINEERING AND OM&M SERVICES COSTS	**$84,900**	**$65,700**	**$89,300**	**$154,400**	**$394,300**

IBC-EAST / VALLEY LAND DEVELOPMENT LANDFILL ENGINEERING SERVICES
SCOPE OF WORK AND COST ESTIMATE

Jan-15-16

DESCRIPTION - ENGINEERING SERVICES	FREQUENCY	UNIT COST	1/1/16 to 6/30/16	7/1/16 to 12/31/16	1/1/17 to 6/30/17	7/1/17 to 6/30/18	Total
Support services - building permit	As needed	$5,000	$5,000	$0	$0	$0	$5,000
Attend mass grading construction progress meetings + follow up	As needed	$5,000	$5,000	$0	$0	$0	$5,000
Perform CQA Observations during LFG system construction	6	$1,500	$9,000	$0	$0	$0	$9,000
Prepare as-builts for landfill remedial systems	1	$4,500	$4,500	$0	$0	$0	$4,500
Prepare close-out report for landfill remedial systems	1	$4,500	$4,500	$0	$0	$0	$4,500
Perform quarterly landfill inspections, and prepare semi-annual self-monitoring report for submittal to RWQCB, per WDRs.	2x/year	$4,000	$4,000	$4,000	$4,000	$8,000	$20,000
Provide air quality permit assistance services (Permit to Operate)	As needed	$3,500	$3,500	$0	$1,500	$1,500	$6,500
Prepare application for Rule 1150.1 Exemption, and/or Alternate Compliance Plan, and if necessary, prepare quarterly/annual compliance reports is exemption is not granted.	As needed	$7,500	$7,500	$6,000	$9,000	$15,000	$37,500
Collect and analyze LFG condensate samples, per Industrial Wastewater Discharge Permit	2x/year	$3,000	$3,000	$3,000	$3,000	$6,000	$15,000
Prepare semi-annual self monitoring report per Industrial Wastewater Discharge Permit	2x/year	$2,500	$2,500	$2,500	$2,500	$5,000	$12,500
Provide as-needed engineering support	As-needed	N/A	$10,000	$10,000	$10,000	$20,000	$50,000
TOTAL ENGINEERING SERVICES COSTS			**$58,500**	**$25,500**	**$30,000**	**$55,500**	**$169,500**

IBC-EAST / VALLEY LAND DEVELOPMENT LANDFILL OM&M SERVICES
SCOPE OF WORK AND COST ESTIMATE

Jan-15-16

DESCRIPTION - START UP (Mar-June 2016)	FREQUENCY	UNIT COST	1/1/16 to 6/30/16	7/1/16 to 12/31/16	1/1/17 to 6/30/17	7/1/17 to 6/30/18	Total
Monitor 12 LFG wellheads for static pressure, differential pressure, system pressure, gas temperature, percent methane, carbon dioxide, oxygen and balance gas. Upload data to SCS eTools	Weekly/Monthly (7 events)	$1,900	$13,300	$0	$0	$0	$13,300
Monitor 3 condensate sumps and 1 leachate riser for proper operation, measure pulse counters and liquid levels. Upload data to SCS eForms	Weekly/Monthly (7 events)	$300	$2,100	$0	$0	$0	$2,100
Monitor blower carbon station. Measure inlet and outlet TNMOC w/ a PID calibrated to hexane and gas temperature. Measure inlet gas composition. Measure outlet flowrate. Check motor and blower for proper operation and record run hours. Download chart recorder. Upload data to SCS eForms.	Weekly/Monthly (7 events)	$1,000	$7,000	$0	$0	$0	$7,000
Prepare OMM Monitoring Report	Monthly (4 Reports)	$600	$4,000	$0	$0	$0	$4,000
TOTAL START UP COSTS			**$26,400**	**$0**	**$0**	**$0**	**$26,400**

DESCRIPTION - ROUTINE TASKS	FREQUENCY	UNIT COST	1/1/16 to 6/30/16	7/1/16 to 12/31/16	1/1/17 to 6/30/17	7/1/17 to 6/30/18	Total
Monitor 12 LFG wellheads for static pressure, differential pressure, system pressure, gas temperature, percent methane, carbon dioxide, oxygen and balance gas. Upload data to SCS eTools	Monthly	$1,900		$11,400	$11,400	$22,800	$45,600
Monitor 3 condensate sumps and 1 leachate riser for proper operation, measure pulse counters and liquid levels. . Upload data to SCS eForms	Monthly	$300		$1,800	$1,800	$3,600	$7,200
Monitor blower carbon station. Measure inlet and outlet TNMOC w/ a PID calibrated to hexane and gas temperature. Measure inlet gas composition. Measure outlet flowrate. Check motor and blower for proper operation and record run hours. Download chart recorder. Upload data to SCS eForms.	Monthly	$1,000		$6,000	$6,000	$12,000	$24,000
Prepare OMM Monitoring Report	Monthly	$600		$3,600	$3,600	$7,200	$14,400
1150.1 Monitoring. Check carbon station piping and vessels for gas leaks. Collect inlet and outlet samples for lab analysis of TNMOC and TAC. Conduct surface emission monitoring with an OVA equipped with a FID over 11 each 50,000 square foot grids. Monitoring combined ISM and ISS with GPS tracking and averaging grids. Prepare 1150.1 Monitoring report	Quarterly	$3,400		$6,800	$6,800	$13,600	$27,200
TOTAL ROUTINE OMM COSTS			**$0**	**$29,600**	**$29,600**	**$59,200**	**$118,400**

DESCRIPTION - NON-ROUTINE TASKS	FREQUENCY	UNIT COST	1/1/16 to 6/30/16	7/1/16 to 12/31/16	1/1/17 to 6/30/17	7/1/17 to 6/30/18	Total
GAC change out	Annual	$7,600	$0	$7,600	$7,600	$7,600	$22,800
Condensate disposal	Annual	$3,000	$0	$0	$3,000	$3,000	$6,000
Source test	Annual	$7,100	$0	$0	$7,100	$7,100	$14,200
Sump pump repairs	Annual	$2,000	$0	$2,000	$2,000	$2,000	$6,000
Sump pump replacement	Annual	$5,000	$0	$0	$0	$5,000	$5,000
Well or probe repairs	Annual	$2,000	$0	$0	$2,000	$2,000	$4,000
Header pipe repairs	Annual	$2,000	$0	$0	$2,000	$2,000	$4,000
Carbon station repairs	Annual	$10,000	$0	$0	$5,000	$10,000	$15,000
Additional compliance monitoring	Annual	$1,000	$0	$1,000	$1,000	$1,000	$3,000
TOTAL NON-ROUTINE OMM COSTS			**$0**	**$10,600**	**$29,700**	**$39,700**	**$80,000**
TOTAL OMM COSTS			**$26,400**	**$40,200**	**$59,300**	**$98,900**	**$224,800**

AMENDMENT NO. 2
TO AGREEMENT FOR CONSULTING SERVICES WITH
SCS ENGINEERS

This Amendment No. 2 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 28th day of January, 2016, by and between the Successor Agency to the Industry Urban-Development Agency, a California municipal corporation ("Agency") and SCS Engineers ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about December of 2013, the Agreement was entered into and executed between the Agency and Consultant to provide landfill engineering services; and

WHEREAS, given Section 5 ("Compensation") stipulated a total compensation not to exceed $243,018.00; and

WHEREAS, given Amendment No. 1 revised the total budget to $548,848.00; and

WHEREAS, given that additional services are required to complete the project, it is necessary to amend Section 5 "Compensation". The tasks to be completed include:

1. Installation of the LFG control system mechanical and electrical components is scheduled to be completed in early 2016. With this milestone, all landfill remedial construction work for the IBC East project will be complete. SCS will continue to provide engineering support that includes CQA observations and reporting, agency liaison, preparation of required Landfill reports and documents, and LFG system start-up.
2. Provide continued assistance with engineering, maintenance, monitoring and regulatory compliance issues related to the presence of the Landfill during the post-construction phase.

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

AMENDMENT

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

5. Compensation.

a. Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at $840,900.00. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is the subject of the approved ROPS, provided any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item, based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14A period (July 1, 2013 through December 31 2013) has been approved for $150,000.00. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of $840,900.00 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

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

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

By: _____
Paul J. Philips, Executive Director

"CONSULTANT"
SCS ENGINEERS

By: _____
Dan Vidal, Project Director

Attest:

By: _____

APPROVED AS TO FORM

By: _____
James M. Casso, Agency Attorney

EXHIBIT A TO AMENDMENT NUMBER 2:

PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS (December 19, 2013)

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 19th day of December, 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY,** (the "Agency") and **STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA AS SCS ENGINEERS,** a Virginia Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires landfill consultation services from a consultant for the Industry Business Center.

B. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Agency and Consultant agree, as follows:

1. Consultant's Services.

a. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall perform the services set forth in the Scope of Work attached hereto and incorporated herein as Exhibit "A" ("Scope of Work").

b. Project Manager. Consultant's Project Manager on this project will be Joseph Miller, who will have the overall responsibility and will supervise the work performed by Consultant on this project.

c. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but Agency reserves the right, for good cause, to require Consultant to exclude any employee from performing services on Agency's premises.

d. Licenses. Consultant will obtain all necessary licenses, permits and other approvals to perform the work specified in this Agreement and will pay all fees or taxes required for the issuance of the same.

e. Changes to Scope and Cost of Work. Agency or Consultant may, from time to time, request changes in the scope of services and costs in this Agreement to be performed hereunder. Before any work is performed beyond the scope of services in this

f. Time for Performance. Consultant shall commence the services on the Effective Date and perform all services in conformance with the project timeline established by the Executive Director, set forth as Exhibit "B."

2. City Representative.

The Executive Director or his designee shall represent the Agency in the implementation of this Agreement.

3. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2020, unless sooner terminated as provided in Section 4 herein.

4. Termination.

The Agency may terminate this Agreement for any reason on ten (10) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days written notice to Agency. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice. In the event of termination by Agency, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against Agency by reason of such termination.

5. Compensation.

a. Compensation [check applicable provision]

☒ Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at $243,018.00. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is the subject of the approved ROPS, provide any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item,

based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14B period (January 1, 2014 through June 30, 2014) has been approved for $50,000.00. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of $243,018.00 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

☐ Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement in an aggregate amount not to exceed $_____. Such amount may only be exceeded upon and pursuant to the prior written authorization by the Agency.

b. Expenses [check applicable provision]

☒ The amount set forth in paragraph a shall include Consultant's fees for the services as well as the actual cost of any equipment, materials, and supplies incurred by consultant in performing the work contemplated by this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable).

☐ Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit C. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City. In no event shall expenses exceed the sum of _____.

c. Additional Services. Agency shall make payments for any services requested by Agency not included in the Scope of Services to Consultant on a time and materials basis using Consultant's standard fee schedule.

6. Method of Payment

Consultant shall submit to Agency an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked and reimbursable expenses, if any, for each day in the period. Each invoice submitted shall include the appropriate documentation for any reimbursable expenses claim by Consultant. Within ten business days of receipt each invoice, Agency shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Agency shall pay all undisputed amounts included on the invoice. Agency shall not withhold applicable taxes or other authorized deductions from payments made to Consultant. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by Agency.

7. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Such material shall not be the subject of a copyright application by Consultant. Any re-use by Agency of any such materials on any project other than the project for which they were prepared shall be at the sole risk of the Agency unless Agency compensates Consultant for such use.

8. Records Retention and Access to Records.

a. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. Agency shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. If applicable under this Agreement, all files, documents, samples, test results, chain of custody logs, and other records and other relevant data developed by Consultant in the course of performing this Agreement shall be maintained for a period of two (2) years after completion of all work and after final payments have been made and shall be made available to Agency upon request.

9. Confidential Status; Disclosure of Information.

All data, reports, documents, materials or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Agency. Agency shall grant such consent if disclosure is legally required. All Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

10. Qualifications; Standard of Performance.

a. Consultant's Qualifications. Consultant has represented to the Agency that the Consultant, its employees and its subcontractors are knowledgeable, skilled and experienced and fully qualified to provide the services described in this Agreement and to perform such assessment, investigation, and analysis contemplated by the Agreement in accordance with good industry practices of Consultant's profession performing similar services under similar circumstances at the time the services are performed.

b. Standard of Performance. Consultant, its employees and its subcontractors shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency, and as described in the Scope of Work. All work performed by Consultant and its employees pursuant to this Agreement will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with all regulatory and good management standards, and in a good, safe and workmanlike manner. Consultant will be responsible to ensure that all work performed by its employees or any contractors is performed to

the standards set forth in this Agreement and that such work complies with requirements of any governmental agency or entity and applicable law.

11. Independent Contractor.

a. Consultant is an independent contractor and shall have no power to incur any debt, obligation or liability on behalf of Agency. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Agency.

b. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Agency harmless from any and all taxes, assessments, penalties, and interest asserted against the Agency by reason of the independent contractor relationship created by this Agreement. In the event that Agency is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between Agency and Consultant, then Consultant agrees to reimburse Agency for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

c. Consultant shall fully comply with the workers' compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Agency harmless from any failure of Consultant to comply with applicable worker's compensation laws.

d. The Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the Agency from Consultant as a result of Consultant's failure to promptly pay to the Agency any reimbursement or indemnification arising under this Section.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant hereby shall, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the Agency, its respective officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), resulting from any negligent act, error, omission or failure to act of Consultant or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or their respective officers, agents, servants or employees in connection with, resulting from, or related to this Agreement or for failure to perform or negligent performance of any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity

provision, and an entry of judgment against the Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that this Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees. This indemnity provision shall survive the termination of this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

b. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims.

c. Consultant agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant agrees to be fully responsible and shall indemnify, hold harmless and defend the Idemnitees from and against any and all Claims resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement as set forth in this Section.

13. Insurance.

a. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of commercial general liability insurance written on an occurrence basis with limits no less than $2,000,000 per occurrence and for all covered losses and $2,000,000 general aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automotive liability insurance, with minimum combined single limits coverage of $1,000,000 covering any vehicle utilized in the performance of services under this Agreement;

(3) Professional liability or Errors and Omissions Insurance as appropriate written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the

insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

(4) Worker's compensation and employer's liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

(5) Pollution Liability Insurance. [check if applicable]

□ Pollution Liability Insurance written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be not less than $1,000.000 per claim and $3,000,000 aggregate.

b. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

c. Consultant agrees that if it does not keep the insurance in full force and effect, the Agency may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the Agency may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of Agency, from payments due Consultant, along with a reasonable administrative handling charge.

d. Consultant shall submit to the Agency proof of compliance with these insurance requirements, consisting of a certificate or certificates of insurance and/or endorsements, not less than one (1) day prior to beginning of performance under this Agreement.

e. Consultant shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

f. The general liability, property damage and automobile policies of insurance shall contain an endorsement naming the Agency, its officers, employees, attorneys, agents and volunteers as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be modified, canceled or reduced except on thirty (30) days' prior written notice to the Agency. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

g. The insurance provided by Consultant shall be primary to any other coverage available to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

h. All insurance coverage provided pursuant to this Agreement should not prohibit Consultant, and Consultant's officers, employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Agency, its officers, employees, agents and representatives.

i. Any deductibles or self-insured retentions must be approved by the Agency. At the option of the Agency, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the Agency or Consultant shall procure a bond guaranteeing payment of losses and expenses.

j. If Consultant is a Limited Liability Company, the general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

k. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the Agency, its employees, officials and agents.

l. For purposes of applying insurance overage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

m. Consultant agrees to be responsible for ensuring that no contact used by any party involved in any way with the project reserves the right to charge Agency or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the Agency. It is not the intent of Agency to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.

n. Consultant agrees to provide immediate notice to Agency of any claim or loss against Consultant arising out of the work performed under this Agreement. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the Agency.

o. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 12 of this Agreement.

p. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

14. Mutual Cooperation.

a. The Agency shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services.

b. In the event any claim or action is brought against the Agency relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Agency may require.

15. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during Agency's and Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to Agency:

Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street
City of Industry, California 91744
Attn: Executive Director

With a copy to:

Richards, Watson & Gershon
355 South Grand Avenue - 40th Floor
Los Angeles, CA 90071
Attn: William L. Strausz, Esq.
(213) 626-8484
Fax: (213) 626-0078

If to Consultant:

SCS Engineers
6601 Koll Center Parkway, Suite 140
Pleasanton, CA 94566
Attn: Joseph J. Miller, P.E.

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

a. Organization. Consultant is duly organized, validly existing and in good standing under the laws of the State of California and in each other state in which it conducts business.

b. Agency. Consultant has all requisite licenses, permits, certifications, power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement.

c. Approval. The execution, delivery and performance of this Agreement by Consultant and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by the Board of Directors and are not subject to ratification by the Shareholders of Consultant at a special meeting therefore.

d. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Consultant, and all documents and instruments required hereunder to be executed and delivered by Consultant have likewise been duly executed and delivered. This Agreement does, and such documents and instruments will, constitute legal, valid and binding obligations of Consultant in accordance with their terms. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of the partnership agreement, charter, bylaws or governing documents of Consultant (or any of corporations comprising Consultant), or any agreement or instrument to which Consultant is a party or by which Consultant is bound, or any judgment, decree, order statute, rule or regulation applicable to Consultant.

17. Conflicts of Interest

Consultant and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Section 81000, et. seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Executive Director, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant agrees that a clause substantially similar to this section shall be incorporated into any sub-agreement, which Consultant executes in connection with the performance of this Agreement.

18. Accounting Requirements.

Consultant shall maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project under the Scope of Work. The accounting system shall conform to the Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Compliance with Laws.

a. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

b. Compliance with Environmental Laws. [check if applicable]

☐ Consultant shall comply with § 306 of the Federal Clean Air Act (42 U.S.C. §1857(h)), § 508 of the Federal Water Pollution Prevention Act (33 U.S.C. § 368), and the laws implementing those acts, including Executive Order 11,738 and 40 C.F.R. pt. 15.

Consultant shall comply with the provisions of the "Barry Keane Underground Storage Tank Cleanup Trust Fund Act of 1989 (Health & safety Code §§ 25299.10 et. seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 23, § 2810 et. seq. Consultant shall also comply with mandatory standards and policies relating to energy efficiency, according the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

21. Reliance on Reports [check if applicable]

□ Consultant understands that Agency will rely upon its reports, analysis and related date. Consultant understands and agrees that the reports prepared by Consultant, and the information, data, test results and the conclusions and analyses contained therein regarding the geologic and environmental condition of a site, and/or the soils and groundwater beneath a site, may be relied upon by the Agency, its program managers, consultants, attorneys and appraisers of a site, any purchaser and developer of a site, (provided that the limitations and restrictions set forth herein shall apply to such purchaser and developer) and may be submitted and relied upon by any local, state or federal agencies and entities, as a part of the evaluation of the risk associated with the development or use of the site and the soils and groundwater beneath a site, and for the purpose of assessing the geotechnical, hydro- geological and/or environmental condition of a site and the ground and surface water on, under and in the area of a site, issuing closure letters, permits, licenses or authorizations to develop a site, and to determine whether further environmental investigation, assessment, review or study is necessary, and so that the Agency and any designated purchaser and developer of any site can conduct construction activities on and develop the site.

22. Discrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. No Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, nor shall it subcontract any of the work described in this Agreement or the Scope of Work without the prior written consent of Agency, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

24. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then

exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof; and each and every provision hereof is hereby declared to be and made a material, essential and necessary part of this Agreement.

27. Exhibits; Precedence.

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

28. Entire Agreement and Amendments.

This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and the Agency. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

29. Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

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

WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

By: _____
Tim Spohn, Chairman

STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA AS SCS ENGINEERS

By: _____

By: _____

EXHIBIT A

Scope of Services

Exhibit "A"

Environmental Consultants
and Contractors

6601 Koll Center Parkway
Suite 140
Pleasanton, CA 94566

925 426-0080
FAX 925 426-0707
www.scsengineers.com

SCS ENGINEERS

December 12, 2013
File No. 011153213

Mr. Kevin Radecki, Executive Director
Successor Agency to the Industry-Urban Development Agency
15625 East Stafford Street #100
City of Industry, California 91744

Subject: Proposal for Landfill Engineering Services
Proposed Industry Business Center Development (IBC East)
State Route 60/57 Freeway at Grand Avenue
City of Industry, California

Dear Mr. Radecki:

This letter provides a proposal and budget for SCS Engineers (SCS) to provide landfill engineering services in support of your agency's proposed Industry Business Center (IBC) development project.

The IBC site consists of two large parcels, one on the east side of Grand Avenue that is roughly 245 acres, and one on the west side of Grand Avenue that is roughly 347 acres. SCS's proposal is specific to the first phase of development east of Grand Avenue (IBC East), which will entail rough grading and site preparation for up to 10 new commercial buildings with cumulative footprint area of 2.2 million square feet. The grading operation for IBC East will require earth cut and fill totaling approximately 8.5 million cubic yards.

Approximately 11 acres of land within the IBC East parcel, known as the former Valley Land Development Landfill (Landfill) was used as a municipal waste disposal site in the 1950's and 1960's. Current IBC East development plans call for excavation and relocation of approximately 40,000 cubic yards of debris (under a proposed building area), and reconsolidation of those materials onto the remaining Landfill footprint. Up to 45 feet of engineered clean fill soils will be placed atop the reconfigured Landfill to meet development grading requirements.

SCS proposes to assist your development team with engineering and permitting issues related to the presence of the Landfill.

SCOPE OF SERVICES

Work to be performed by SCS will be at the direction of your agency and its consultants, and will include but not be limited to the following:

- Provide technical input and general specifications for waste excavation, relocation, environmental controls, and engineered fill placement in support of preparation of bid

Exhibit "A"

documents for site grading (plans to be prepared by others). We understand the grading plans will be distributed to bidders in January 2014 and this is a fast-track item.

- Regulatory agency liaison and permit assistance with those agencies involved with redevelopment at old landfill sites - Regional Water Quality Control Board (RWQCB), South Coast Air Quality Management District (AQMD), Los Angeles County Department of Public Health and Department of Public Works, and CalRecycle.

- Preparation of landfill closure/post-closure maintenance and end use plan and cost estimates.

- Preparation of a waste excavation management plan for AQMD submittal.

- Abandonment and/or re-location of groundwater and landfill gas monitoring wells.

- Demonstration of financial assurance for post-closure maintenance and reasonably foreseeable releases.

- Preparation of conceptual plans for methane gas control and monitoring (LA County Building Code Section 110.3, California Title 27, AQMD Rule 1150.1).

- Water quality monitoring in support of agency inquiries, requirements, or permit conditions.

- Engineering design for site improvements – landfill final grading, cover and drainage; environmental control systems; and methane gas control and monitoring.

COMPENSATION

We understand your agency has established a budget set aside of **$243,018** for landfill engineering services. SCS will bill against this amount on a time-and-materials or fixed fee basis, with a specific scope and budget agreed upon in advance for each task assignment and in accordance with your project priorities. Attached for reference is our Standard Fee Schedule.

TERMS AND CONDITIONS

Our services will be performed in accordance with a professional services agreement between SCS and your agency, with mutually acceptable terms and conditions.

Exhibit "A"

CLOSING

SCS looks forward to working with you on this project. If you have any questions regarding this submittal or desire any additional information, please contact the undersigned.

Sincerely,

Tina Quo Schmiesing
Project Manager
SCS ENGINEERS

Joseph J. Miller, P.E.
Project Director / Vice President
SCS ENGINEERS

cc: Joshua Nelson, CNC Engineering

EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: December 19, 2013

Estimated end of construction: December 31, 2020

Upon the start of construction a more detailed project schedule will be established.

EXHIBIT C

Professional Fee Schedule
Hourly Rates

Exhibit "C"

Environmental Consultants
and Contractors

6601 Koll Center Parkway
Suite 140
Pleasanton, CA 94566

925 426-0080
FAX 925 426-0707
www.scsengineers.com

SCS ENGINEERS

FEE SCHEDULE
(Effective April 1, 2013 through March 31, 2014)

	Rate/Hour
Project Director	225
Senior Project/Technical Manager	205
Certified Industrial Hygienist	198
Project Manager II	185
Project Manager I	175
Professional Geologist	165
Senior Project Professional II	150
Senior Project Professional	140
Project Professional II	130
Project Professional I	125
Construction Superintendent	125
Staff Professional II	105
Staff Professional I	100
Project Administrator	95
Associate Staff Professional	90
Senior Engineering Technician	85
Designer/Drafter	85
Technician	80
Administrative/Secretarial	75

General Terms

1. Scheduled rates are effective through March 31, 2014. Work performed thereafter is subject to a new Fee Schedule.

2. Rates for principals of the firm may be negotiated on a project-specific basis with a base rate of $275 per hour.

3. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.

4. Charges for field equipment and instruments will be in accordance with SCS Engineers' Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at $50 for up to a half day (4 hours) of use, and $100 for up to a full day (company cars at $40/$80). These charges incorporate an allowance of 100 miles per job per day; a $0.51 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis. Personal vehicles will be charged at the Federal rate then in effect.

5. Overtime will be charged at 125 percent of standard rates for weekday work in excess of 8 hours. Work performed on holidays and weekends will be charged at 150 percent of standard rates.

Exhibit "C"

6. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.

7. Payment of SCS Engineers invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS Engineers in collecting any amounts past due and owing on client's accounts.

8. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.

SUCCESSOR AGENCY

ITEM NO. 5.15

SUCCESSOR AGENCY TO THE

INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

From: Paul J. Philips, Executive Director Paul J. Philips

Staff: Clement N. Calvillo, CNC Engineering CNC
Gerardo Perez, CNC Engineering GP

Date: January 25, 2016

SUBJECT: Industry Business Center 66KV Transmission Line Relocation Project (IBC-0383R)

The Successor Agency to the Industry Urban-Development Agency authorized the above project at their meeting of April 22, 2015. The project was implemented under Contract No. IBC-0383R for a final contract amount of $663,961.18. The contractor was International Line Builders. CNC Engineering and Southern California Edison have inspected the site and find all work complete and in accordance with the contract documents.

Therefore, Staff recommends the Successor Agency to the Industry Urban Development Agency receive and file the final accounting and approve and authorize the Executive Director to sign the Notification of Construction and Notice of Acceptance.

PJP/ GP:rg

CITY OF INDUSTRY

- ❑ Civic Recreational-Industrial Authority
- ❑ City of Industry Waterworks System
- ❑ Successor Agency to the Industry Urban-Development Agency
- ❑ Parking Authority

15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Project Industry Business Center 66KV Transmission Line Relocation Project

Date January 25, 2016

Contract No. IBC-0383R

Contract MP 99-31#16

Contractor International Line Builders, Inc.

As a result of an inspection conducted on 11/25/2015, the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

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

	Printed Name	Signature	Title	Date
Accepted by Contractor	Michael L. Rider		Div. Mgr.	1/21/2016
Recommended by Project Engineer	Ruel Ituralde		Project Engineer	1-21-16
Recommended by Project Inspector	Shaun Malganji		Project Inspector	1-21-16
Recommended by Project Manager	Gerardo Perez		Project Manager	1-21-16
Recommend by Public Agency	John D. Ballas		Agency Engineer	
Approved by Public Agency	Paul J. Philips		Executive Director	

RECORDING REQUEST

and WHEN RECORDED, MAIL TO:

Agency CITY OF INDUSTRY

Mailing Address	15625 East Stafford Street Attention: Clement N. Calvillo
City	City of Industry
State, Zip	California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. **IBC-0383R, Industry Business Center 66KV Transmission Line Relocation Project, City of Industry, CA 91744, County of Los Angeles,** for the undersigned agency and said work was accepted as complete on **1/25/2016**. The contractor on said job was **International Line Builders, Inc. 2520 Rubidoux Blvd**

This Notice of Completion is being recorded on behalf of the **Owner, CITY OF INDUSTRY**, a Public Agency.

Successor Agency to the Industry-Urban Development Agency

By_____

John D. Ballas, Agency Engineer

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

State of California)
)ss.
County of Los Angeles)

The undersigned, being duly sworn, says: That he is the Agency Engineer and that he makes this verification on behalf of said entity; that he has read the foregoing and declares that the contents thereof, and that the facts stated herein, are true and correct.

_____

John D. Ballas, Agency Engineer

Subscribed and sworn to (or affirmed) before me on this 25th day of January 2016, by John D. Ballas, Agency Engineer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Date)

_____

(Notary Signature) (Seal)