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 Thursday, March 10, 2016 at 8:00 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 Comments

5. **BOARD MATTERS**

5.1 Consideration of the minutes of the January 14, 2016 special meeting of the Successor Agency to the Industry Urban-Development Agency.

RECOMMENDED ACTION: Approve the minutes.

5.2 Consideration of ratifying and extending the Agreement for Legal Services by Varner & Brandt LLP to the Oversight Board of the Successor Agency to the Industry Urban-Development Agency for 2015-2016, 2016-2017, and 2017-2018.

RECOMMENDED ACTION: Approve the ratification and extension of the Agreement for legal services by Varner & Brandt LLP to the Oversight Board and authorize Paul Philips, as Successor Agency Executive Director, to execute the extension upon approval by the Oversight Board.

5.3 Consideration of a Professional Services Agreement between the Successor Agency and Avant-Garde to provide Grant Administration Services, for a not-to-exceed amount of $200,000.00.

RECOMMENDED ACTION: Approve the Agreement.

5.4 Consideration of a Professional Services Agreement between the Successor Agency and RKA Consulting Group to provide Civil Engineering Services for various street intersection improvements located within the City of Walnut, in the amount of $1,049,405.00.

RECOMMENDED ACTION: *Approve the Agreement.*

5.5 Consideration of award of Contract No. IBC-0381R, Industry Business Center Phase 2 Mass Grading, West Side, as identified in Line Item No. 289 of the Recognized Obligation Payment Schedule with an Engineer's Estimate in the amount of $35,300,000.00.

RECOMMENDED ACTION: *As bids will be received for this project on March 8, 2016, at 10:00 a.m., a recommendation as to the award of the project will be provided prior to the meeting. It will be contingent on the approval by the Oversight Board and the Department of Finance.*

6. **CLOSED SESSION**

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

7. Adjournment. Next regular meeting: Thursday, March 24, 2016 at 8:30 a.m.

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

Dated: March 8, 2016

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

SPECIAL MEETING AGENDA
MARCH 10, 2016 8:00 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 January 14, 2016 special meeting of the Successor Agency to the Industry Urban-Development Agency.

RECOMMENDED ACTION: Approve the minutes.

5.2 Consideration of ratifying and extending the Agreement for Legal Services by Varner & Brandt LLP to the Oversight Board of the Successor Agency to the Industry Urban-Development Agency for 2015-2016, 2016-2017, and 2017-2018.

RECOMMENDED ACTION: Approve the ratification and extension of the Agreement for legal services by Varner & Brandt LLP to the Oversight Board and authorize Paul Philips, as Successor Agency Executive Director, to execute the extension upon approval by the Oversight Board.

5.3 Consideration of a Professional Services Agreement between the Successor Agency and Avant-Garde to provide Grant Administration Services, for a not-to-exceed amount of $200,000.00.

RECOMMENDED ACTION: Approve the Agreement.

5.4 Consideration of a Professional Services Agreement between the Successor Agency and RKA Consulting Group to provide Civil Engineering Services for various street intersection improvements located within the City of Walnut, in the amount of $1,049,405.00.

RECOMMENDED ACTION: Approve the Agreement.

5.5 Consideration of award of Contract No. IBC-0381R, Industry Business Center Phase 2 Mass Grading, West Side, as identified in Line Item No. 289 of the Recognized Obligation Payment Schedule with an Engineer's Estimate in the amount of $35,300,000.00.

RECOMMENDED ACTION: As bids will be received for this project on March 8, 2016, at 10:00 a.m., a recommendation as to the award of the project will be provided prior to the meeting. It will be contingent on the approval by the Oversight Board and the Department of Finance.

6. **CLOSED SESSION**

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

7. Adjournment. Next regular meeting: Thursday, March 24, 2016 at 8:30 a.m.

SUCCESSOR AGENCY

ITEM NO. 5.1

CALL TO ORDER

The Special Meeting of the Successor Agency to the Industry Urban-Development Agency was called to order by Chairman Radecki at 8:00 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
Roy Haber, Board Member
Newell Ruggles, Board Member

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

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 25, 2015 REGULAR MEETING OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

MOTION BY BOARD MEMBER HABER, AND SECOND BY VICE CHAIR MOSS TO APPROVE THE MINUTES. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF THE ANNUAL AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015 FOR THE SUCCESSOR AGENCY

This item was pulled from the agenda.

APPROVAL OF CHANGE ORDER NO. 1 TO INTERNATIONAL LINE BUILDERS, IN THE AMOUNT OF $17,131.18 FOR INSTALLATION OF INTERMEDIATE SPACERS AND ADDITIONAL YARDS OF CONCRETE FOR DUCT ENCASEMENT IN CONJUNCTION WITH INDUSTRY BUSINESS CENTER 66KV TRANSMISSION LINE RELOCATION, CONTRACT NO. IBC-0383R, AS IDENTIFIED IN LINE ITEM NO. 281 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Agency Engineer Ballas presented a staff report and responded to questions from Members of the Successor Agency.

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER CRUZ TO APPROVE CHANGE ORDER NO. 1. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF AN EASEMENT FOR DRIVEWAY ACCESS PURPOSES IN CONJUNCTION WITH THE FULLERTON AVENUE GRADE SEPARATION PROJECT

Agency Engineer Ballas presented a staff report and responded to questions from Members of the Successor Agency.

MOTION BY BOARD MEMBER CRUZ, AND SECOND BY BOARD MEMBER HABER TO APPROVE THE EASEMENT SUBJECT TO APPROVAL BY THE OVERSIGHT BOARD AND THE DEPARTMENT OF FINANCE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF AN ACKNOWLEDGMENT OF DONATIONS FORM TO GRANT CALTRANS AN EASEMENT FOR THE WESTBOUND OFF-RAMP WITHOUT

COMPENSATION

Agency Engineer Ballas presented a staff report and responded to questions from Members of the Successor Agency.

MOTION BY BOARD MEMBER HABER, AND SECOND BY VICE CHAIR MOSS TO APPROVE THE ACKNOWLEDGMENT FORM AND AUTHORIZE THE EXECUTION OF THE TRANSFER DOCUMENTS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF AUTHORIZATION TO REBID FOR SOLICITATION OF PUBLIC BIDS FOR CONTRACT NO. IBC-0381R, INDUSTRY BUSINESS CENTER, PHASE 2 MASS GRADING WEST SIDE, FOR AN ESTIMATED COST OF $35,300,000.00, AS IDENTIFIED IN LINE ITEM NO. 289 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Agency Engineer Ballas presented a staff report and responded to questions from Members of the Successor Agency.

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER HABER TO APPROVE THE PLANS AND SPECIFICATIONS, AND RE-AUTHORIZE THE ADVERTISING FOR SOLICITATION OF SEALED BIDS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF A FACILITIES RELOCATION AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR THE RELOCATION OF THE TRANSMISSION LINES THAT CURRENTLY CUT ACROSS THE MIDDLE OF THE SITE ON LARGE TOWERS, AND ISSUANCE OF A CHECK IN THE AMOUNT OF $3,600,000.00. THE EXPENDITURE IS IDENTIFIED IN LINE ITEM NO. 202 OF THE RECOGNIZED OBLIGATION PAYMENT

SCHEDULE

Agency Engineer Ballas presented a staff report and responded to questions from Members of the Successor Agency.

MOTION BY BOARD MEMBER CRUZ, AND SECOND BY BOARD MEMBER RUGGLES TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF A COST ESTIMATE AND AN EXPENDITURE IN THE AMOUNT OF $65,826.00 TO WALNUT VALLEY WATER DISTRICT (WVWD) FOR THE CONVERSION OF AN EXISTING AIR VACUUM TO TEMPORARY MANUAL AIR RELEASE, INSTALLATION OF TEMPORARY METERED SERVICE, AND HYDRAULIC MODELING OF RECYCLED WATER SYSTEM FOR THE INDUSTRY BUSINESS CENTER DEVELOPMENT. THE EXPENDITURE IS IDENTIFIED IN LINE ITEM NO. 205 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Agency Engineer Ballas presented a staff report and responded to questions from Members of the Successor Agency.

MOTION BY BOARD MEMBER CRUZ, AND SECOND BY VICE CHAIR MOSS TO APPROVE THE COST ESTIMATE, AND AUTHORIZE THE EXPENDITURE AND ISSUANCE OF A CHECK IN THE AMOUNT OF $65,826.00. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF APPROVAL OF APPLICATIONS FOR ELECTRICAL FACILITIES AND ENERGY LOAD INFORMATION AGREEMENT BETWEEN THE CITY OF INDUSTRY AND SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT

AGENCY FOR THE LANDFILL TREATMENT FACILITY, MAINTENANCE AREA LIGHTING, IRRIGATION CONTROLLERS, AND IRRIGATION BOOSTER PUMPS

Agency Engineer Ballas presented a staff report and responded to questions from Members of the Successor Agency.

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER CRUZ TO APPROVE THE APPLICATIONS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF AMENDMENT NO. 17 TO CONSULTANT CONTRACT NO. 5-JACOBS 05-01 MP 03-10 FOR JACOBS ENGINEERING GROUP, INC., TO PERFORM ADDITIONAL CIVIL ENGINEERING DESIGN SERVICES AS IDENTIFIED IN LINE ITEM NO. 117 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Agency Engineer Ballas presented a staff report and responded to questions from Members of the Successor Agency.

MOTION BY VICE CHAIR MOSS, AND SECOND BY CHAIRMAN RADECKI TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CLOSED SESSION

Assistant Secretary Schlichting announced there was a need for Closed Session as follows:

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

Property:	333 Turnbull Canyon Road, City of Industry
Agency Negotiators:	Executive Director and Agency Legal Counsel
Negotiating Parties	James Randall, Trustee of the James and Eleanor Randall Trust dated June 1, 1993, LW Investments, and Snak King,
Under Negotiation:	Price and terms

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

Property:	333 Hacienda Boulevard, City of Industry
Agency Negotiators:	Executive Director and Agency Legal Counsel
Negotiating Parties	LW Investments, Fu Xiang, Inc., and Kensington Advisors
Under Negotiation:	Price and terms

There were no public comments on the Closed Session items.

Chairman Radecki recessed the meeting into Closed Session at 8:16 a.m.

RECONVENE SUCCESSOR AGENCY BOARD MEETING

Chairman Radecki reconvened the meeting at 8:35 a.m. All members of the Board were present. Legal Counsel Casso reported out of Closed Session.

With regard to Closed Session Item Nos. 1 and 2, the Board provided direction to the Agency Negotiators. Nothing further to report.

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

MEMORANDUM

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

FROM: Paul J. Philips, Executive Director

DATE: March 10, 2016

SUBJECT: Ratification and extension of legal services agreement with Varner & Brandt LLP, counsel to the Oversight Board

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Varner & Brandt LLP has served as counsel to the Oversight Board since July 1, 2012. The initial term was for three years, expiring on June 30, 2015.

At the last Oversight Board meeting, it was brought to the attention of the Board that Varner & Brandt's contract had expired. Varner & Brandt was asked to bring back a ratification of services rendered to date and an extension of their Agreement.

Because the initial agreement was approved by the Successor Agency and the payment obligation for past and future legal services is considered an enforceable obligation of the Successor Agency, it is appropriate for the Board to consider the ratification and extension, aka the amendment.

Staff recommends the Board approve the ratification and extension of Varner & Brandt's agreement for legal services to the Oversight Board.

EXHIBITS

A. Extension to legal services agreement with Varner & Brandt LLP

Brendan W. Brandt
Suzanne M. Bryant
Rabia P. Chaudhry
Linda J. Gladson
Scott R. Heil
Nathan W. Heyde
Andrew R. Morand
Timothy R. Owen
David J. Porras
Leslie E. Riley
Andrew Ross
Angelica A. Samaniego
Patricia D. Short
Bruce D. Varner
Kristin C. Varner
Sean S. Varner
Michelle M. Wolfe

Kristen R. Olsen
In memoriam 1968-2015

Stephen C. Jones
Of Counsel
Vahe H. Sarrafian
Of Counsel

March __, 2016

Email: bruce.varner@varnerbrandt.com

SENT VIA U.S. MAIL AND EMAIL
(DSCHLICHTING@CITYOFINDUSTRY.ORG)

Diane Schlichting, Secretary
Oversight Board of the Successor Agency
to the Industry Urban-Development Agency
15625 East Stafford Street
City of Industry, California 91744

RE: AMENDMENT TO ENGAGEMENT AGREEMENT

Dear Ms. Schlichting:

We are pleased that the Oversight Board of the Successor Agency to the Industry Urban-Development Agency (the "Oversight Board") has chosen to extend the term of the Engagement Agreement, dated July 6, 2012, by and between the Oversight Board and Varner & Brandt LLP ("Engagement Agreement").

Upon the effective date of the Oversight Board's resolution approving the amendment, the term of the Engagement Agreement is amended to extend through June 30, 2018, and shall thereafter be extended automatically on an annual basis unless either party elects to terminate the engagement of Varner & Brandt LLP upon thirty (30) days advance written notice.

Except as expressly amended herein, all the provisions of the Engagement Agreement shall remain in full force and effect.

Very truly yours,

Bruce D. Varner
of Varner & Brandt LLP

I have read the above letter concerning amendment of the Engagement Agreement for the Oversight Board's agreement for legal representation by Varner & Brandt LLP, and have been lawfully authorized by the Oversight Board to agree to the terms and conditions set forth in this letter.

OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

Dated: _____, 2016.

By: _____
Santos Kreimann
Chairman

ACCEPTED AND APPROVED FOR THE LIMITED PURPOSE OF FACILITATING THE PAYMENT OF LEGAL FEES AND COSTS ON BEHALF OF THE OVERSIGHT BOARD:

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

By: _____
Paul Philips
Executive Director

SUCCESSOR AGENCY

ITEM NO. 5.3

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, Agency Engineer, CNC Engineering CNC
Joshua Nelson, Deputy Agency Engineer, CNC Engineering JN

Date: March 10, 2016

SUBJECT: Authorization to Award Grant Administration Services to Avant-Garde, Inc. for Successor Agency Contract No. 2016-1002 (MP 99-31 #22)

A Request for Qualifications (RFQ) for Grant Administration Services was prepared to invite qualified firms to submit proposals for grant administration services to the Successor Agency to the Industry Urban-Development Agency ("Agency"). The project is for an amount not to exceed $200,000 for a three year period ending March 31, 2019, without further Successor Agency Board approval. The RFQ for Grant Administration Services, Contract No. 2016-1002, was advertised on January 27, 2016 and February 3, 2016, in the San Gabriel Valley Tribune. It was also posted on BidAmerica, Southern California Builders Association, Dodge Data & Analytics, and Construction BidBoard, Inc.

Statement of Qualifications were received up until February 24, 2016 at 5:00 pm. The Agency received three Statement of Qualifications from Angie Brewer & Associates, LC, Avant-Garde, Inc., and LAE Associates, Inc.

The selection panel evaluated the Statement of Qualifications received by each firm. The three firms were then invited to participate in an oral interview on March 3, 2016. Based on those interviews, the firms were ranked by the selection panel. The table below provides the firm rankings.

Table 1 – Summary of Firm Rankings

Firm	Rank
Angie Brewer & Associates, LC	3
Avant-Garde, Inc.	1
LAE Associates, Inc.	2

Staff recommends Avant-Garde, Inc., be awarded the contract. Upon your approval and execution of the attached Professional Services Agreement, Avant-Garde, Inc., is prepared to begin providing services to the Agency.

EXHIBITS
A. Professional Services Agreement with Avant-Garde, Inc. for Grant Administration Services

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PJP/CC/JN:kw

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 10, 2016 ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and Avant-Garde, Inc., a California corporation company ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **March 31, 2019**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Two Hundred Thousand Dollars ($200.000.00)** for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the Agency.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

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

To Agency: Successor Agency to the
Industry Urban-Development Agency
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: Executive Director

With a Copy To:	James M. Casso, General Counsel Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Consultant:	Ana Marie LeNoue, President Avant-Garde, Inc. 3670 W. Temple Avenue, Suite 278 Pomona, CA 91768

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"AGENCY"

Successor Agency to the Industry Urban-Development Agency

By:_____

Mark D. Radecki, Chairman

"CONSULTANT"

Avant-Garde, Inc

By:_____

Ana Marie LeNoue, President

Atttest:

By:_____

Diane M. Schlichting, Assistant Secretary

Approved as to form:

By:_____

James M. Casso, Agency Counsel

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

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services shall include the following tasks as directed by the Successor Agency:

- Serve as the Successor Agency liaison on the projects and/or activities set forth herein;
- Assist in preparation of agreements and miscellaneous project related documents as requested by the Successor Agency;
- Coordinate with Caltrans on project delivery and prepare funding requests;
- Coordination with Successor Agency Attorney for preparation of agreements;
- Prepare agenda reports for Successor Agency meetings as needed;
- Coordination with Metro for programming and preparation of fund requests
- Prepare quarterly reports as needed;
- Coordination with the engineering team as required;
- Attend scheduled project development team meetings;
- Provide support for community relations and preparation of informational materials; and
- Prepare miscellaneous reports and assist the Successor Agency staff as needed.

Services to be provided include:

A. TIGER Grant Reporting:
   1) Conduct pre-report and final project outcomes; coordinate with the engineer to establish tracking system; submit quarterly progress reports and the Federal Financial Report (SF-425) to the Federal Highway Administration (FHWA).
   2) Submit an Annual Budget Review and Program Plan to Federal Highway Administration (FHWA).
   3) Attend project development meetings; coordinate with Caltrans and the engineering team.

B. Metro Grant Reporting:
   1) Coordinate with Metro for programming and prepare fund requests to include updating the RTIP and FTIP.
   2) Prepare quarterly reimbursement claims and quarterly reports required by Metro.
   3) Coordination with Metro on extension requests and presentation to the Technical Advisor Committee as needed.
   4) Track project expenses for reimbursement submittals; reconcile expenditures with finance.
   5) Coordinate and assist with the Successor Agency's finance department during Metro's audit process.
   6) Coordinate with engineering team to secure deliverables required for funding compliance.

C. Close-out Activities:
   1) Conduct final project audits.
   2) Finalize correspondence with granting agencies.
   3) Final project closeout.

Consultant shall provide all necessary grant administration services for the following improvements:

1) Phase I - Grand Avenue/SR-60 On Ramp:

Work Description:
The project proposes construction of an on-ramp from southbound Grand Avenue to westbound SR-60, extend the on-ramp lane as an auxiliary lane to southbound SR-57 add lane, reconfiguring the lanes at the westbound SR-60 intersections on Grand Avenue and removing the raised median to add a southbound left turn lane to eastbound SR-60. Construction contract was awarded and construction should start in March 2016.

2) Phase II – Grand Avenue/SR-60 Off Ramp:

Work Description:
The project proposes to construct improvements to the SR-60/SR-57 Confluence. The major items of work include extending a southbound SR-57 lane to the Grand off-ramp, reconstructing the westbound on and off-ramps from Grand Avenue, and reconstructing the westbound loop on-ramp and off-ramp from Grand Avenue, and reconstructing the westbound SR-60 Grand Avenue intersection. Construction contract will bid in May 2016 with construction to start in June 2016.

3) Grand Avenue at Golden Springs Road:

Work Description:
The project proposes to widen the intersection of Grand Avenue and Golden Springs Drive, widen Grand Avenue from the intersection to the Caltrans right-of-way of the SR-60/SR-57 confluence and construct a new golf cart tunnel under Grand Avenue south of the existing tunnel. The work on Grand Avenue and Golden Springs Drive shall be under the jurisdiction of the City of Diamond Bar and the work on the tunnel and golf course shall be under the jurisdiction of the Los Angeles County Department of Parks and Recreation. The project is currently at the 50% design stage.

EXHIBIT B

RATE SCHEDULE

The total compensation shall not exceed two hundred thousand dollars ($200,000.00) and will be based on the hourly rates set forth below.

Hourly rate schedule

Program Director..... $130

Program Manager..... $110

Program Coordinator..... $85

Program Assistant..... $65

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUCCESSOR AGENCY

ITEM NO. 5.4

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, Agency Engineer, CNC Engineering
Joshua Nelson, Deputy Agency Engineer, CNC Engineering

Date: March 10, 2016

SUBJECT: Authorization to Award Professional Civil Engineering Services for Various Street Intersection Improvements located in the City of Walnut to RKA Consulting Group for Successor Agency Contract No. 2016-1001 (MP 99-31 #65)

A Request for Proposals (RFP) for Professional Engineering Services for Various Street Intersection Improvements located in the City of Walnut was prepared to invite qualified consultants to submit proposals for design services for intersection improvements at six (6) locations in the City of Walnut to the Successor Agency to the Industry Urban-Development Agency (Agency). The RFP for Various Street Intersection Improvements located in the City of Walnut, Contract No. 2016-1002 was advertised on January 15, 2016 and January 22, 2016 in the San Gabriel Valley Tribune. It was also posted on BidAmerica, Southern California Builders Association, Dodge Data & Analytics and Construction BidBoard, Inc on January 13, 2016.

Proposals were received up until February 17, 2016 at 5:00 pm. The Agency received six (6) proposals from Civil Works Engineers, John M. Cruikshank Consultants, Inc., KOA Corporation Planning & Engineering, Moran Consulting Corporation, Onward Engineering, and RKA Consulting Group.

The selection panel evaluated the written proposals received by each consultant. The selection panel selected a short list of the top-ranked consultants to be invited to participate in an oral interview on March 4, 2016. The three (3) consultants interviewed were Civil Works Engineers, KOA Corporation Planning & Engineering, and RKA Consulting Group. Based on the oral interviews, the consultants were ranked by the selection panel. The table below provides the firm rankings.

Table 1 – Summary of Firm Rankings

Firm	Rank
Civil Works Engineers	3
KOA Corporation Planning & Engineering	2
RKA Consulting Group	1

Staff recommends RKA Consulting Group be awarded the Professional Services Agreement (PSA) in an amount not to exceed $1,049,405.00 without further approval. Upon your approval and execution of the attached Professional Services Agreement, RKA Consulting Group is prepared to begin providing services to the Agency.

Staff also recommends a budget appropriation in an amount not to exceed $104,940 to provide for a 10% contingency allowance for any unforeseen circumstances if they occur during the project. The additional budget appropriation shall not exceed $104,940. If any change orders are required as part of this project, they will be brought before the Successor Agency Board for approval.

The following table represents a project summary:

Proposal	$1,049,405
Contingency Allowance (10%)	$104,940
Total Sources	**$1,154,345**

EXHIBITS

A. Professional Services Agreement with RKA Consulting Group for Professional Civil Engineering Services for Various Street Intersection Improvements located in the City of Walnut

B. RKA Consulting Group Design Proposal Fee

PJP/CC/JN:kw

EXHIBIT A:

Professional Services Agreement with RKA Consulting Group for Professional Civil Engineering Services for Various Street Intersection Improvements located in the City of Walnut

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 10, 2016 ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and RKA Consulting Group, a California corporation company ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **August 31, 2019**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **One Million Forty-Nine Thousand Four Hundred Five Dollars ($1,049,405.00)** for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the Agency.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

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

To Agency: Successor Agency to the
Industry Urban-Development Agency
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: Executive Director

With a Copy To:	James M. Casso, General Counsel Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Consultant:	David Gilberston, P.E., Vice President RKA Consulting Group 398 Lemon Creek Drive, Suite E Walnut, CA 91789

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"AGENCY"

Successor Agency to the Industry Urban-Development Agency

By:_____

Mark D. Radecki, Chairman

"CONSULTANT"

RKA Consulting Group

By:_____

David Gilbertson, P.E.,
Vice President

Atttest:

By:_____

Diane M. Schlichting, Assistant Secretary

Approved as to form:

By:_____

James M. Casso, Agency Counsel

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

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide all services necessary for the design and preparation of street intersection plans based upon the specific improvements listed below including, but not limited to, traffic signal, signing and striping plans. A more detailed lists of services is included below:

A. Valley Boulevard and Lemon Avenue intersection:
   Work Description:
   - Add west bound third lane

B. Grand Avenue and La Puente Road intersection:
   Work Description:
   - Add third north bound lane.
   - Add second north bound left turn lane.

C. Grand Avenue and San Jose Hills Road/ Mt. San Antonio College Entrance intersection
   Work Description:
   - Add one north bound through lane on Grand Avenue
   - Add one south bound through lane on Grand Avenue
   - Add one south bound exclusive right turn lane.

D. Grand Avenue and Mountaineer Road intersection
   Work Description:
   - Add one north bound through lane on Grand Avenue.

E. Grand Avenue and Shadow Mountain Road/ College Vista Avenue intersection
   Work Description:
   - Add one south bound through lane on Grand Avenue.

F. Nogales Street and Amar Road intersection
   Work Description:
   - Add second west bound left turn lane.

The Consultant shall incorporate following tasks as applicable:

(Task 1) Preparation of preliminary/conceptual plans for intersections A-F.
(Task 2) Preparation of official construction plans, specifications, and cost estimates (PS&E) for intersections A-F.
(Task 3) Bidding support for intersections A and B
(Task 4) Design support during construction for intersections A and B.

For this project, the following services are anticipated. The Successor Agency expects the consultant to develop the project in the most cost effective way to achieve the results.

TASK 1: Preparation Preliminary/Conceptual Plans (Intersections A, B, C, D, E F).

The Consultant shall determine necessary upgrades, replacements, and/or improvements to roadway geometries; traffic signal modifications; etc. as applicable.

Deliverables:

- Aerial map showing proposed improvement like, proposed and existing curb and gutter, sidewalk, traffic signals, street lights, power poles, retaining walls, fence etc.
- Preliminary right-of-way map.

TASK 2: Preparation of final construction plans, specifications, and cost estimates (PS&E) (Intersections A, B, C, D, E & F).

- The Consultant shall prepare a detailed survey of the existing improvements, incorporating all existing structures and utilities.
- The Consultant shall prepare final engineering plans, street widening plans, traffic signal modification plans, signing and striping modification plans, drainage system modification plans, utility modification plans, specification, right-of-way engineering and acquisition services and construction cost of the proposed improvements.
- The Consultant shall produce 35%, 65% and 95% submittal packages for City of Walnut's review.
- The Consultant shall prepare a final bid document Incorporating all comments from previous reviews.
- Plans shall be drawn using AutoCAD (Civil 3D) and plot at appropriate scales on 24" x 36" sheets.
- Specifications shall be written in the format of the City of Walnut standard. The Successor Agency will provide sample specifications for Consultant's use.
- Schedule of bid items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities. Provisions for alternate items should also be included as needed to keep the project within budget.
- A cost estimate in the format of the schedule of bid items shall be provided. Utility coordination services for the relocation of any utilities in conjunction with the improvements for intersections A and B.

Deliverables:

- 35%, 65% and 95% PS&E submittals in both paper and electronic format

- Final bid document - submit original drawings and complete contract book including bid documents, general conditions and special provisions in both paper and electronic format
- Final cost estimate in both paper and electronic format
- Legal and plats for all required rights-of-way

TASK 3: Bidding support and property appraisal (Intersection A and B):

- The Consultant shall attend the pre-bid meeting and shall respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if needed.

Deliverables:

- Prepare contract addenda, if needed, for distribution by Successor Agency.
- Prepare answers to bidder's questions for distribution by Successor Agency during biding phase
- Prepare property appraisal for all required rights-of-way

TASK 4: Design support during construction (Intersections A and B):

- The Consultant shall attend the pre-construction conference to respond to questions concerning the plans, specifications, and estimates.
- The Consultant shall be available to be called to the site in response to questions arising from the progress of the work.
- The Consultant shall respond to request for information from the contractor when called for by the Successor Agency and prepare modifications or revisions that are related to the project's original scope. The Successor Agency shall not be billed for nor shall it pay for any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents.
- The Consultant shall assist the Successor Agency in preparation of contract change orders, if needed.
- The Consultant shall participate in the final walk through of constructed project and the preparation of "punch list" of needed work.

Deliverables:

- Response to Request for Information from contractor
- Modification or revisions that are related to the project original scope and character
- Contract change orders if necessary

EXHIBIT B

RATE SCHEDULE

The total compensation shall not exceed One Million Forty-Nine Thousand Four Hundred Five Dollars ($1,049,405.00) and will be based on the rates set forth below.

2016 HOURLY RATE SCHEDULE

Project Principal	$	170.00
Project Manager	$	140.00
Project Engineer/Designer	$	115.00
Engineering CAD Technician	$	75.00
Public Works Inspector	$	85.00
Administrative/Clerical	$	60.00

- All charges for subcontracted services will be in the same amounts as actually invoiced to and paid by RKA Consulting Group.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B:

RKA Consulting Group Design Proposal Fee

RKA CONSULTING GROUP

City of Industry
Various Street Intersection Improvements
March 7, 2016

No.	Intersection	Description	Task 1 Preliminary Engineering	Task 2 Plans, Specs, Estimate, ROW Plats	Task 3 Bid Support and ROW Acquistion	Task 4 Design Support During Construction	SCE Design Cost (Estimated)	Total Fee
1	Valley @ Lemon	Add 3rd WB thru lane	$ 19,460.00	$ 117,875.00	$ 71,050.00	$ 27,915.00	$ 50,000.00	$ 286,300.00
2	Grand @ La Puente	Add 2nd NB to WB Lt Turn Lane. Add 3rd NB Thru Lane	$ 20,660.00	$ 120,275.00	$ 49,750.00	$ 27,635.00	$ 50,000.00	$ 268,320.00
3	Grand @ San Jose Hills/ Mt Sac	Add 3rd NB and SB thru lanes. Add SB Rt turn lane	$ 25,460.00	$ 142,445.00			$ 50,000.00	$ 217,905.00
4	Grand @ Mountaineer	Add 3rd NB thru lane	$ 28,160.00	$ 146,385.00				$ 174,545.00
5	Grand @ Shadow Mountain/ College Vista	Add 3rd SB thru lane	$ 13,250.00	$ 61,635.00				$ 74,885.00
6	Nogales @ Amar	Add 2nd WB to SB Lt turn lane	$ 11,770.00	$ 15,680.00				$ 27,450.00
			$ 118,760.00	$ 604,295.00	$ 120,800.00	$ 55,550.00	$ 150,000.00	

GRAND TOTAL $ 1,049,405.00

RKA CONSULTING GROUP

City of Industry
Valley at Lemon Intersection
March 7, 2016

	Project Principal $170/hr.	Project Manager $140/hr.	Project Engineer $115/hr.	Engineering CAD Tech $75/hr.	Survey (Kelsoe)	Geotech (Converse)	Right of Way (OPC)	Lighting (Albert Grover)	Landscaping and Irrigation (W&S)	SCE Design Fee (estimated)	Total Fee
Task 1 - Preparation Preliminary/Conceptual Phases											
1.1 - Project Kickoff	2	4	8								
1.2 - Survey		2	2		$ 7,010						
1.3 - Utility Research		4	16	24							
1.4 - Preliminary Layout		8	24								
1.5 - Preliminary Right of Way		8	8								
Task 1 Subtotal Hours	**2**	**26**	**58**	**24**							
Task 1 Subtotal Fee	**$ 340**	**$ 3,640**	**$ 6,670**	**$ 1,800**	**$ 7,010**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 19,460**
Task 2 - Preparation of Final Construction Plans, Specifications, and Estimate											
2.1 - 35% Plans	2	16	40								
2.2 - 65% Plans	2	16	60						$ 9,525		
2.3 - 95% Plans	2	24	160						$ 25,820		
2.4 - 100% Plans	2	16	24			$ 2,000		$ 6,750	$ 2,000	$ 50,000	
2.5 - Design Management		40	32								
2.6 - Legal and Plat Preparation for Right of Way		80	30		$ 3,750						
Task 2 Subtotal Hours	**8**	**192**	**346**	**0**							
Task 2 Subtotal Fee	**$ 1,360**	**$ 26,880**	**$ 39,790**	**$ -**	**$ 3,750**	**$ 2,000**	**$ -**	**$ 6,750**	**$ 37,345**	**$ 50,000**	**$ 167,875**
Task 3 - Bidding Support and Property Acquisition											
3.1 Property Appraisal and Acquisition	16	16	8				$ 59,250				
3.2 Bid Support		16	32								
Task 3 Subtotal Hours	**16**	**32**	**40**	**0**							
Task 3 Subtotal Fee	**$ 2,720**	**$ 4,480**	**$ 4,600**	**$ -**	**$ -**	**$ -**	**$ 59,250**	**$ -**	**$ -**	**$ -**	**$ 71,050**
Task 4 - Design Support During Construction											
4.1 Design Support	4	40	100					$ 2,575	$ 7,560		
Task 4 Subtotal Hours	**4**	**40**	**100**	**0**							
Task 4 Subtotal Fee	**$ 680**	**$ 5,600**	**$ 11,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,575**	**$ 7,560**	**$ -**	**$ 27,915**
Total Labor Hours/Total Fee	**30**	**290**	**544**	**24**	**$ 10,760**	**$ 2,000**	**$ 59,250**	**$ 9,325**	**$ 44,905**	**$ 50,000**	
										Total Fee	**$286,300.00**

RKA CONSULTING GROUP

City of Industry
Grand at La Puente Intersection
March 7, 2016

	Project Principal $170/hr.	Project Manager $140/hr.	Project Engineer $115/hr.	Engineering CAD Tech $75/hr.	Survey (Kelsoe)	Geotech (Converse)	Right of Way (OPC)	Lighting (Albert Grover)	Landscaping and Irrigation (W&S)	SCE Design Fee (estimated)	Total Fee
Task 1 - Preparation Preliminary/Conceptual Phases											
1.1 - Project Kickoff	2	4	8								
1.2 - Survey		2	2		$ 8,210						
1.3 - Utility Research		4	16	24							
1.4 - Preliminary Layout		8	24								
1.5 - Preliminary Right of Way		8	8								
Task 1 Subtotal Hours	**2**	**26**	**58**	**24**							
Task 1 Subtotal Fee	$ 340	$ 3,640	$ 6,670	$ 1,800	$ 8,210	$ -	$ -	$ -	$ -	$ -	**$ 20,660**
Task 2 - Preparation of Final Construction Plans, Specifications, and Estimate											
2.1 - 35% Plans	2	16	40								
2.2 - 65% Plans	2	16	70						$ 6,505		
2.3 - 95% Plans	2	24	180						$ 28,370		
2.4 - 100% Plans	2	16	32			$ 2,000		$ 6,750	$ 2,000	$ 50,000	
2.5 - Design Management		40	32								
2.6 - Legal and Plat Preparation for Right of Way		80	30		$ 2,250						
Task 2 Subtotal Hours	**8**	**192**	**384**	**0**							
Task 2 Subtotal Fee	$ 1,360	$ 26,880	$ 44,160	$ -	$ 2,250	$ 2,000	$ -	$ 6,750	$ 36,875	$ 50,000	**$ 170,275**
Task 3 - Bidding Support and Property Acquisition											
3.1 Property Appraisal and Acquisition	16	16	8				$ 37,950				
3.2 Bid Support		16	32								
Task 3 Subtotal Hours	**16**	**32**	**40**	**0**							
Task 3 Subtotal Fee	$ 2,720	$ 4,480	$ 4,600	$ -	$ -	$ -	$ 37,950	$ -	$ -	$ -	**$ 49,750**
Task 4 - Design Support During Construction											
4.1 Design Support	4	40	100					$ 2,575	$ 7,280		
Task 4 Subtotal Hours	**4**	**40**	**100**	**0**							
Task 4 Subtotal Fee	$ 680	$ 5,600	$ 11,500	$ -	$ -	$ -	$ -	$ 2,575	$ 7,280	$ -	**$ 27,635**
Total Labor Hours/Total Fee	**30**	**290**	**582**	**24**	**$ 10,460**	**$ 2,000**	**$ 37,950**	**$ 9,325**	**$ 44,155**	**$ 50,000**	
										Total Fee	**$268,320.00**

RKA CONSULTING GROUP

City of Industry
Grand at San Jose Hills/Mt SAC Intersection
March 7, 2016

	Project Principal $170/hr.	Project Manager $140/hr.	Project Engineer $115/hr.	Engineering CAD Tech $75/hr.	Survey (Kelsoe)	Geotech (Converse)	Right of Way (OPC)	Lighting (Albert Grover)	Landscaping and Irrigation (W&S)	SCE Design Fee (estimated)	Total Fee
Task 1 - Preparation Preliminary/Conceptual Phases											
1.1 - Project Kickoff	2	4	8								
1.2 - Survey		2	2		$ 8,210						
1.3 - Utility Research		4	16	24							
1.4 - Preliminary Layout		16	48								
1.5 - Preliminary Right of Way		8	16								
Task 1 Subtotal Hours	**2**	**34**	**90**	**24**							
Task 1 Subtotal Fee	$ 340	$ 4,760	$ 10,350	$ 1,800	$ 8,210	$ -	$ -	$ -	$ -	$ -	**$ 25,460**
Task 2 - Preparation of Final Construction Plans, Specifications, and Estimate											
2.1 - 35% Plans	2	16	40								
2.2 - 65% Plans	2	16	60						$ 9,525		
2.3 - 95% Plans	2	32	180						$ 34,800		
2.4 - 100% Plans	2	16	32			$ 2,000		$ 6,750	$ 2,000	$ 50,000	
2.5 - Design Management		40	32								
2.6 - Legal and Plat Preparation for Right of Way		80	30		$ 4,500		$ 10,500				
Task 2 Subtotal Hours	**8**	**200**	**374**	**0**							
Task 2 Subtotal Fee	$ 1,360	$ 28,000	$ 43,010	$ -	$ 4,500	$ 2,000	$ 10,500	$ 6,750	$ 46,325	$ 50,000	**$ 192,445**
Total Labor Hours/Total Fee	**10**	**234**	**464**	**24**	**$ 12,710**	**$ 2,000**	**$ 10,500**	**$ 6,750**	**$ 46,325**	**$ 50,000**	
										Total Fee	**$217,905.00**

RKA CONSULTING GROUP

City of Industry
Grand at Mountaineer Intersection
March 7, 2016

	Project Principal $170/hr.	Project Manager $140/hr.	Project Engineer $115/hr.	Engineering CAD Tech $75/hr.	Survey (Kelsoe)	Geotech (Converse)	Right of Way (OPC)	Lighting (Albert Grover)	Landscaping and Irrigation (W&S)	Total Fee
Task 1 - Preparation Preliminary/Conceptual Phases										
1.1 - Project Kickoff	2	4	8							
1.2 - Survey		2	2		$ 8,210					
1.3 - Utility Research		4	16	24						
1.4 - Preliminary Layout		32	60							
1.5 - Preliminary Right of Way		8	8							
Task 1 Subtotal Hours	**2**	**50**	**94**	**24**						
Task 1 Subtotal Fee	$ 340	$ 7,000	$ 10,810	$ 1,800	$ 8,210	$ -	$ -	$ -	$ -	**$ 28,160**
Task 2 - Preparation of Final Construction Plans, Specifications, and Estimate										
2.1 - 35% Plans	2	32	60							
2.2 - 65% Plans	2	24	100						$ 7,625	
2.3 - 95% Plans	2	40	200						$ 31,820	
2.4 - 100% Plans	2	24	60			$ 4,870			$ 2,000	
2.5 - Design Management	4	40	32							
2.6 - Legal and Plat Preparation for Right of Way		80	30		$ 1,500		$ 7,500			
Task 2 Subtotal Hours	**12**	**240**	**482**	**0**						
Task 2 Subtotal Fee	$ 2,040	$ 33,600	$ 55,430	$ -	$ 1,500	$ 4,870	$ 7,500	$ -	$ 41,445	**$ 146,385**
Total Labor Hours/Total Fee	**14**	**290**	**576**	**24**	**$ 9,710**	**$ 4,870**	**$ 7,500**	**$ -**	**$ 41,445**	
									Total Fee	**$174,545.00**

RKA CONSULTING GROUP

City of Industry
Grand at Shadow Mountain/College Vista Intersection
March 7, 2016

	Project Principal $170/hr.	Project Manager $140/hr.	Project Engineer $115/hr.	Engineering CAD Tech $75/hr.	Survey (Kelsoe)	Geotech (Converse)	Right of Way (OPC)	Lighting (Albert Grover)	Landscaping and Irrigation (W&S)	Total Fee
Task 1 - Preparation Preliminary/Conceptual Phases										
1.1 - Project Kickoff	2	4	8							
1.2 - Survey		2	2		$ 4,960					
1.3 - Utility Research		2	8	24						
1.4 - Preliminary Layout		8	16							
Task 1 Subtotal Hours	**2**	**16**	**34**	**24**						
Task 1 Subtotal Fee	$ 340	$ 2,240	$ 3,910	$ 1,800	$ 4,960	$ -	$ -	$ -	$ -	**$ 13,250**
Task 2 - Preparation of Final Construction Plans, Specifications, and Estimate										
2.1 - 35% Plans	2	8	24							
2.2 - 65% Plans	2	8	40						$ 4,995	
2.3 - 95% Plans	2	16	100						$ 16,420	
2.4 - 100% Plans	2	16	16			$ 2,000			$ 2,000	
2.5 - Design Management		40	16							
Task 2 Subtotal Hours	**8**	**88**	**196**	**0**						
Task 2 Subtotal Fee	$ 1,360	$ 12,320	$ 22,540	$ -	$ -	$ 2,000	$ -	$ -	$ 23,415	**$ 61,635**
Total Labor Hours/Total Fee	**10**	**104**	**230**	**24**	**$ 4,960**	**$ 2,000**	**$ -**	**$ -**	**$ 23,415**	
									Total Fee	**$74,885.00**

RKA CONSULTING GROUP

City of Industry
Nogales at Amar Intersection
March 7, 2016

	Project Principal $170/hr.	Project Manager $140/hr.	Project Engineer $115/hr.	Engineering CAD Tech $75/hr.	Survey (Kelsoe)	Geotech (Converse)	Right of Way (OPC)	Lighting (Albert Grover)	Landscaping and Irrigation (W&S)	Total Fee
Task 1 - Preparation Preliminary/Conceptual Phases										
1.1 - Project Kickoff	2	4	8							
1.2 - Survey		2	2		$ 4,960					
1.3 - Utility Research		2	8	24						
1.4 - Preliminary Layout		4	8							
Task 1 Subtotal Hours	**2**	**12**	**26**	**24**						
Task 1 Subtotal Fee	$ 340	$ 1,680	$ 2,990	$ 1,800	$ 4,960	$ -	$ -	$ -	$ -	**$ 11,770**
Task 2 - Preparation of Final Construction Plans, Specifications, and Estimate										
2.1 - 35% Plans										
2.2 - 65% Plans										
2.3 - 95% Plans	2	16	40							
2.4 - 100% Plans	2	16	16							
2.5 - Design Management		16	16							
Task 2 Subtotal Hours	**4**	**48**	**72**	**0**						
Task 2 Subtotal Fee	$ 680	$ 6,720	$ 8,280	$ -	$ -	$ -	$ -	$ -	$ -	**$ 15,680**
Total Labor Hours/Total Fee	**6**	**60**	**98**	**24**	**$ 4,960**	**$ -**	**$ -**	**$ -**	**$ -**	
									Total Fee	**$27,450.00**

SUCCESSOR AGENCY

ITEM NO. 5.5

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, Agency Engineer, CNC Engineering
Joshua Nelson, Deputy Agency Engineer, CNC Engineering

Date: March 4, 2016

SUBJECT: Industry Business Center Phase 2 Mass Grading, West Side – IBC-0381R

Line item No. 217 on the Successor Agency's Recognized Obligation Payment Schedule "ROPS" is for the "mass grading, infrastructure and landscaping" of the 600 acre Industry Business Center property. The mass grading will be accomplished in multiple phases with three separate grading contracts planned for the west side of Grand Avenue and one for the east side of Grand Avenue. The initial remedial grading was completed in 2014. The second and third grading projects are now near completion. This project is the fourth and final grading project, located westerly of Grand Avenue. The total outstanding obligation of Line Item No. 217 was initially $110,955,230. Finance has already approved the first three grading contracts totaling around $55,000,000.

The remaining portion of Line Item No. 217 is for the construction of the site infrastructure including storm drains, sewers, construction of dry utilities (gas, telephone, street lighting and electrical), roadways, and landscaping and irrigation. The work will be constructed in two separate contracts. One east of Grand Avenue and the second west of Grand Avenue. The second contract for the infrastructure work easterly of Grand Avenue is entitled "Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Avenue Widening". This project will widen Grand Avenue to four lanes in each direction, construct a new loop road to the east side of Grand Avenue, landscape all the hillside slopes, construct storm drains, sewers, and all the dry utilities. It has been approved and awarded and will start as soon as funding is available.

The above project was authorized for solicitation of bids by the Successor Agency on January 14, 2016, for an estimated cost of $35,300,000.00. The Notice Inviting Sealed Bids was advertised in the San Gabriel Valley Tribune on February 10, 2016 and

February 17, 2016. It was also advertised in Construction Bidboard, Inc. and in Mc Graw Hill, on February 5, 2016.

Since ROPS Line Item No. 217 was previously denied by Finance, all related contracts must first be executed by the contractor, approved by both the Successor Agency and Oversight Board and then submitted to the Department of Finance for their review and approval. Such approval or reinstatement by Finance for the Industry Business Center Phase 2 Mass Grading, West Side contract is needed at this time as this contract was placed on the ROPS 16-17 which is currently pending approval with the Department of Finance.

The funds to pay for this contract will be revenue from the sale of Agency properties. Since an executed contract is required for Finance review and the Successor Agency does not presently have sufficient revenue from property sales to pay for the contract, the following protective language below has been included in the contract in Section E of the special provisions on page E-1.

"In the State of California, as of October 2011, all redevelopment agencies have been dissolved. Redevelopment agencies are to wind down their activities and liquidate their assets. However, they are allowed to fulfill their existing obligations and commitments, including related projects. This project is being undertaken by the Successor Agency to the Industry Urban-Development Agency (Successor Agency or Agency). The process of performing projects today with Agency funds is a bit arduous. Among other things, it involves the approval by the State of California, Department of Finance (DOF). The Successor Agency must award this project near the end of September in order to include a signed contract for this project, together with all other proposed expenditures by the Successor Agency for the period from January through June of 2016, to the DOF for its approval. The award of this Contract is expressly contingent upon the subsequent approval of the Contract and the source of funding by the DOF. Approval by the DOF would allow construction to start sometime between July 1, 2016 and January 1, 2017. The Contractor is advised that the award of this project will be contingent on the concurrence by DOF. Notwithstanding anything to the contrary contained in the Contract, the Contractor shall not commence any work or incur any costs or expenses with respect to which the Contractor is entitled to receive payment under the Contract unless and until the Contractor shall have received a Notice to Proceed from the Agency Engineer. If such Notice to Proceed has not been received by the Contractor on or before January 1, 2017, either Contractor or Agency may terminate the Contract upon 30 days written notice to the other. See Section 2 regarding the submission of a cost to defer the start of construction."

As described above, the contractor will not be entitled to any monies unless a Notice to proceed is issued. The Notice to Proceed will be withheld by the Successor Agency until such time that funding is secured to pay for the entire construction contract.

To date ten (10) contractors obtained plans and specifications for bidding:

All American Asphalt
Altfillisch Contractors, Inc.
CA Rasmussen, Inc.
Covrrubias Bros. Construction
Griffith Company
Heartland Grading
Sukut Construction
Sully-Miller Contracting
USS Cal Builders
Vance Corporation

Bids will be received and opened on March 8, 2016, at 10:00 a.m., in the City Administrative Offices. After opening the bids CNC will review the documents and will provide a recommendation as to award of this project.

PP/CC/JN:af

Exhibit 1

BID RESULTS

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
CONTRACT NO. IBC-0381R

INDUSTRY BUSINESS CENTER PHASE 2 MASS GRADING, WEST SIDE

BID OPENING: MARCH 8 at 10:00 A.M.
ESTIMATE: $35,300,000.00

BIDDER	BID BOND	BID AMOUNT
	10%	
	10%	
	10%	
	10%	
	10%	

SECTION C

AGREEMENT

THIS AGREEMENT, made and entered into this 10TH day of March, 2016, by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY** hereinafter designated as "AGENCY", and_____,hereinafter designated as "Contractor".

WITNESSETH: That the parties hereto mutually agree as follows:

ARTICLE I

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the AGENCY, the Contractor agrees with the AGENCY in the matter of:

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 381

INDUSTRY BUSINESS CENTER, PHASE 2 MASS GRADING, MIDDLE WEST SIDE

CONTRACT NO. IBC-0381R

and agrees to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications therefore, except such materials as in said specifications are stipulated to be furnished by the , and to do everything required by this Agreement and said Specifications and Drawings.

ARTICLE II

For furnishing all said materials and labor, furnishing and removing all plant, temporary works and structures, tools and equipment; and doing all the work contemplated and embraced in this Agreement; also for loss and damage arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the AGENCY and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of, the suspension or discontinuance of work, except such as in said Specifications are expressly stipulated to be borne by the AGENCY and for well and faithfully completing the work and whole thereof in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Agency Engineer, the AGENCY will pay and the Contractor shall receive in full compensation therefore the prices for the several items named in the Bid Schedule sheet(s).

ARTICLE III

The AGENCY hereby promises and agrees with said Contractor to employ and does hereby employ said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV

Any special conditions, covenants, specifications, drawings, documents or other exhibits not hereinbefore provided and which are deemed to be necessary in order to effectuate the purposes of this Agreement, are attached hereto and by reference incorporated herein as though set forth in full, and the parties hereto consent and agree to be bound thereby.

ARTICLE V

The Specifications, including the following parts thereof, and all addenda issued by the AGENCY with respect to the foregoing before the time of opening of bids, are hereby incorporated in and made a part of this Agreement:

1. *Standard Specifications for Public Works Construction*, *Latest Edition*, and all supplements

2. General Provisions of the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY (Section D)

3. Special Provisions

4. Instructions to Bidders

5. Notice Inviting Bids

6. Bid Schedule

7. Addenda

8. City of Industry Standard Drawings

9. Project Drawings

10. Permits with Attachments

ARTICLE VI

In the event either party institutes suit to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover, in addition to any other sum to which he may be entitled, reasonable attorney's fees and costs of suit.

ARTICLE VII

Notwithstanding anything to the contrary contained in this Agreement or any exhibits or documents incorporated herein by reference, this Agreement shall not constitute a binding and enforceable agreement between the Parties unless and until this Agreement has been approved by the State of California Department of Finance and any other entity as may be required by the Community Redevelopment Law (California Health and Safety Code Section 33000, et seq.).

IN WITNESS WHEREOF:

The parties hereto have caused this Agreement to be executed the day and year first above written.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY	_____
OWNER	CONTRACTOR
BY: Mark Radecki	BY: _____
TITLE: Chairman	TITLE: _____
SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____

SECTION C

BID SCHEDULE

FOR

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 381

INDUSTRY BUSINESS CENTER, PHASE 2 MASS GRADING, MIDDLE WEST SIDE
CONTRACT NO. IBC-0381R

:_____

Hereby proposes to construct the above-named project in accordance with the plans and specifications for the following prices:

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
SCHEDULE A – GENERAL CIVIL WORK AND EARTHWORK					
1.	Mobilization	1	LS		
2.	Clearing & grubbing	110	ACRES		
3.	Remove asphalt pavement by cold milling and place along access roads	32,900	SF		
4.	Remove chain link fence and salvage for owner	720	LF		
5.	Remove concrete curb and gutter	890	LF		
6.	Remove storm drains				
A.	18" CMP	2,000	LF		
B.	24" CMP	3,700	LF		
C.	36" CMP	260	LF		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
D.	18" HDPE	160	LF		
E.	36" RCP	50	LF		
7.	Remove splash wall	3	EA		
8.	Remove debris basin structure	2	EA		
9.	Remove concrete slope protection from debris basin	2,160	SF		
10.	Remove flared inlet/outlet	9	EA		
11.	Remove outlet/inlet structure	14	EA		
12.	Remove CMP riser inlet	11	EA		
13.	Remove concrete down drain	150	LF		
14.	Unclassified excavation for buttress including placement of this material as unclassified compacted fill	346,500	CY		
15.	Remove concrete gutter	3,510	LF		
16.	Over excavation and recompaction for general areas and building areas – outside of buttress grading limits	2,400,000	CY		
17.	Unclassified excavation including placement as unclassified compacted fill (payment for this item will be based on field survey of the excavation areas. This bid item excludes the buttress excavation and over excavation and recompaction areas)	5,814,000	CY		
18.	Geogrid material, Tensar BX1100	1	LS		
19.	6" solid pipe subdrain (including 500' for extension of existing subdrain)	3,042	LF		
20.	Bore 6" solid pipe subdrain	973	LF		
21.	4" perforated pipe subdrain	2,255	LF		
22.	Finish grading				
A.	Permanent terraced slopes	47	ACRES		
B.	Site, roadways, pads, less the permanent terraced slopes	158	ACRES		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
23.	Construct terrace drain - 23' wide per Detail "8" on Details Sheet D1 including AC, PCC pavement & CAB	5,067	LF		
24.	Break unforeseen 36" or larger rock using CAT-350 excavator with breaker or equivalent	15	DAY		
25.	Construct downdrain per Detail "2" of Details Sheet D1	3,174	LF		
26.	Construct terrace drain - 10' wide per Detail "3" on Details Sheet D1	24,742	LF		
27.	Construct splash wall	60	LF		
28.	Construct concrete V-gutter Type A	790	LF		
29.	Construct Concrete V-gutter Type A1	10,695	LF		
30.	Construct concrete V-gutter Type B	2,680	LF		
31.	Construct area drain inlet	28	EA		
32.	Construct 12 gauge, 18" corrugated metal pipe (CMP) including anchors, joints and fittings	2,293	LF		
33.	Construct 12 gauge, 24" corrugated metal pipe (CMP) including anchors, joints and fittings	859	LF		
34.	Construct 12 gauge, 36" corrugated metal pipe (CMP) including anchors, joints and fittings	1,968	LF		
35.	Construct 24" RCP (2000d)	335	LF		
36.	Construct 54" RCP (D-load per plan)	198	LF		
37.	Construct 54" x 42" velocity control rings	7	EA		
38.	Construct pipe anchors for 54" RCP per APWA Standard Plan 221-2	9	EA		
39.	Junction Structure – per APWA Standard Plan 332-2 (18"x48")	6	EA		
40.	Junction Structure – per APWA Standard Plan 332-2 (24"x72")	2	EA		
41.	Junction Structure – per APWA Standard Plan 332-2 (18"x60")	5	EA		
42.	Junction Structure – per APWA Standard Plan 332-2 (18"x72")	1	EA		
43.	Junction Structure – per APWA Standard Plan 331-3 (24"x36")	1	EA		
44.	Junction Structure – per APWA Standard Plan 331-3 (36"x72")	1	EA		
45.	Junction Structure – per APWA Standard Plan 331-3 (18"x24")	1	EA		

Shading Indicates Items Added or Revised in Addendum No. 1

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
46.	Junction Structure – per APWA Standard Plan 331-3 (36"x48")	4	EA		
47.	Junction Structure – per APWA Standard Plan 331-3 (36"x60")	4	EA		
48.	Junction Structure – per APWA Standard Plan 331-3 (18"x36")	2	EA		
49.	Construct driveway per City of Industry Standard Plan 114 including base material	224	SF		
50.	Construct chain link fence per APWA Standard Plan 600-3 including gates	1,796	LF		
51.	Construct 18"/24" concrete collar per APWA Standard Plan 380-4	12	EA		
52.	Construct 54" concrete collar per APWA Standard Plan 380-4	3	EA		
53.	Construct downdrain connection to 10' terrace drain per Detail "1" on Details Sheet D1 including splash wall	66	EA		
54.	Construct downdrain connection to 10' Terrace drain per Detail "11" on Details Sheet D2	7	EA		
55.	Construct downdrain connection to 23' Terrace Drain per Detail "12" on Details Sheet D2 including spillway structure, 24" RCP 2000-D, grate assembly, splash wall and inlet structure	8	EA		
56.	Construct downdrain inlet per Detail "13" on Details Sheet D2, including RCP stub-out and concrete collar	6	EA		
57.	Construct asphalt concrete pavement	1,312	TONS		
58.	Construct crushed aggregate base material (or Caltrans Class II aggregate base per special provisions)	2,937	TONS		
59.	Connection downdrain connection to v-gutter connection per Detail "10" on Details Sheet D2, including splash wall	4	EA		
60.	Construct curb per City of Industry Standard Plan 112, Type A1, 6" or 0" CF where shown including base material	2,660	LF		
61.	60" CMP inlet per Detail 9	11	EA		
62.	48" CMP inlet per Detail 9A	5	EA		
63.	Construct transition structure per APWA Standard Plan 340-2	5	EA		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
64.	Brick mortar water tight plug	5	EA		
65.	Construct 18" CSP flared inlet per APWA Standard Plan 351-2	3	EA		
66.	Load, haul, spread and compact AC grindings onto the equipment/access roads from on-site stockpile	7,500	CY		
67.	Storm Water Pollution Prevention Plan, including but not limited to implementation, sampling/testing, and BMPs not included in other bid items	1	LS		
68.	Hydroseeding for post construction, per CASQA BMP Fact Sheet EC-4 (excluding permanent terraced slopes)	150	ACRE		
69.	Remove, salvage and stockpile AC grindings from existing equipment road	7,500	CY		
70.	Settlement monuments per soils reports	10	EA		
71.	Construct concrete flared end section per Caltrans Standard Plan D94B	1	EA		
			SCHEDULE A – SUBTOTAL		
SCHEDULE B –STORM DRAIN IMPROVEMENTS					
1.	18" RCP, 2000-D	1,983	LF		
2.	24" RCP, 1250-D	182	LF		
3.	36" RCP, 2750-D	1,457	LF		
4.	48" RCP, 1400-D	2,856	LF		
5.	60" RCP, 1900-D	2,509	LF		
6.	72" RCP, 2350-D, including restoration of existing surface improvements where applicable	1,779	LF		
7.	Manhole per APWA Standard Plan 321-2	2	EA		
8.	Manhole per APWA Standard Plan 320-2	21	EA		
9.	Manhole per APWA Standard Plan 322-2	1	EA		
10.	Junction structure – per APWA Standard Plan 332-2 (60"X18")	4	EA		
11.	Junction structure – per APWA Standard Plan 332-2 (48"X18")	4	EA		

Shading Indicates Items Added or Revised in Addendum No. 2

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
12.	Junction structure – per APWA Standard Plan 332-2 (36"X18")	2	EA		
13.	Concrete collar (18") per APWA Standard Plan 380-4	7	EA		
14.	Concrete brick and mortar plug	25	EA		
15.	Flared end section (18" Pipe) Type B per Caltrans Standard Plan D94A	1	EA		
16.	Concrete pipe slope anchor (18" Pipe) per APWA Standard Plan 221-2	6	EA		
17.	Energy dissipator per APWA Standard Plan 384-3 on Sheet 3, L=27, W=22	1	EA		
18.	Energy dissipator per APWA Standard Plan 384-3 on Sheet 12, L=20, W=12	1	EA		
19.	Construct manhole shaft safety ledges per APWA Standard Plan 330-2	3	EA		
			SCHEDULE B – SUBTOTAL		
SCHEDULE C – SURCHARGE/STOCKPILE HANDLING (EAST OF GRAND AVENUE)					
1.	Clearing & grubbing	19	AC		
2.	Remove existing terrace drain	540	LF		
3.	Remove existing toe ditch	293	LF		
4.	NPDES				
A.	SWPPP preparation, NOI, implementation, sampling/testing, and BMP's during construction	1	LS		
~~B.~~	~~Hydroseeding for post construction, per CASQA BMP Fact Sheet EC-4~~ **DELETED**	~~16~~	~~AC~~		
C.	3" mulch for post construction	7,840	CY		
5.	Grading				
A.	Over-excavation and re-compaction outside of original remedial grading limits	17,150	CY		
B.	Unclassified excavation	700,000	CY		
C.	Unclassified fill (volume in place)	700,000	CY		
D.	Buttress excavation and fill placement (including subdrains)	100,000	CY		
6.	Finish Grading				
A.	Permanent terraced slopes (10.7 acres)	1	LS		

Shading/Bolding Indicates Items Added or Revised in Addendum No. 5

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
B.	Site, less permanent terraced slopes	1	LS		
~~C.~~	~~Remove and salvage existing rip-rap in detention basin~~ DELETED	~~1~~	~~LS~~		
~~D.~~	~~Place select fill over sub-drain system in detention basin - see SD Sheet 13 for specifications of select fill~~ DELETED	~~2,875~~	~~CY~~		
7.	Construct downdrain per Construction Note 1	1,128	LF		
8.	Construct terrace drain per Construction Note 2	4,785	LF		
9.	Construct terrace/down drain intersection per Construction Note 3	21	EA		
10.	Construct concrete ditch per Construction Note 4	2,308	LF		
11.	Construct concrete V-ditch per Construction Note 5	846	LF		
12.	Construct splash wall per Construction Note 6	36	LF		
			SCHEDULE C - SUBTOTAL		
SCHEDULE D – STORM DRAIN (EAST TO GRAND AVENUE)					
1.	Construct 18" RCP	210	LF		
2.	Construct 24" RCP	124	LF		
3.	Construct 36" RCP	11	LF		
4.	Construct junction structure per Construction Note 37	1	EA		
5.	**Construct junction structure per Construction Note 38**	2	EA		
6.	Construct concrete collar per Construction Note 40	1	EA		
7.	Construct grated catch basin per Construction Note 41	2	EA		
8.	Construct flared inlet section per Construction Note 45	1	EA		
9.	Construct No. 2424 Brooks Box per Construction Note 50	1	EA		
10.	Construct catch basin per Construction Note 51	5	EA		
~~11.~~	~~Construct 12" perforated sub-drain per Construction Note 52~~ DELETED	~~200~~	~~LF~~		

Shading/Bolding Indicates Items Added or Revised in Addendum No. 5

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
~~13.~~	~~Construct basin outlet structure per Construction Note 55~~ DELETED	~~1~~	~~EA~~		
~~14.~~	~~Construct 18" perforated sub-drain per Construction Note 56~~ DELETED	~~223~~	~~LF~~		
15.	Remove existing temporary riser	**1**	EA		
16.	Remove existing 36" cmp pipe	13	LF		
17.	Construct brick and mortar plug in existing cmp	1	EA		
				SCHEDULE D – SUBTOTAL	
SCHEDULE E – COST TO DEFER THE START OF CONSTRUCTION					
1.	Monthly cost to defer the start of construction beyond July 1, 2016	6	MO		
				SCHEDULE E – SUBTOTAL	
SCHEDULE F – CONTINGENCY ITEM					
1.	Contingency for unforeseen conditions (20%)	1	LS		$5,500,000.00
				SCHEDULE F– SUBTOTAL	$5,500,000.00

SCHEDULE A – SUBTOTAL	
SCHEDULE B – SUBTOTAL	
SCHEDULE C – SUBTOTAL	
SCHEDULE D - SUBTOTAL	
SCHEDULE D - SUBTOTAL	
SCHEDULE F - SUBTOTAL	$5,500,000.00
GRAND TOTAL (INCLUDING CONTINGENCY)	

I hereby certify that on _____, 201__, _____
(Print Name)
examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in this Bid Schedule.

By:

_____
CONTRACTOR NAME

_____
EMAIL ADDRESS

_____
DIR #

_____
PRINT NAME

_____
SIGNATURE

BIDDER'S INFORMATION SHEET

Receipt of the following addenda is hereby acknowledged. (If none so, state.)

_____ _____

_____ _____

_____ _____

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

____ 1. I will provide securities in lieu of monies to be withheld to ensure
Initials performance under the contract as per Paragraph 65, General Provisions.

____ 2. I will not provide securities in lieu of monies to ensure performance under
Initials the contract.

Bidder	Signature
Mailing Address	Print Name
City/State/Zip	Title
( ) Telephone	License No./Class
( ) Fax	Expiration Date

Underline one of the following: The Bidder is a (Partnership) (Corporation) (Individual).

The names of all persons, firms or corporations interested in this sealed bid are: (See Section B, Page B-2, Item 4 - Signature of Sealed Bid).

AFFIX CORPORATE SEAL

_____

_____

_____

_____

CONTRACTORS LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 381

INDUSTRY BUSINESS CENTER, PHASE 2 MASS GRADING, MIDDLE WEST SIDE

CONTRACT NO. IBC-0381R

_____, being first duly sworn, deposes and says that
Name

he or she is _____, of_____,
Title Name of Firm

_____ _____
License Number Classification

_____
Expiration Date

The party making the foregoing bid, is a licensed contractor and understands the information shown above shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY.

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

_____ _____
DATE SIGNATURE

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 381

INDUSTRY BUSINESS CENTER, PHASE 2 MASS GRADING, MIDDLE WEST SIDE
CONTRACT NO. IBC-0381R

_____ certifies that:
Bidder

The following listed construction trades will be used in the work.

_____

_____

_____

_____

_____
Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 381

INDUSTRY BUSINESS CENTER, PHASE 2 MASS GRADING, MIDDLE WEST SIDE
CONTRACT NO. IBC-0381R

CONTRACTOR:

_____

BUSINESS ADDRESS:

_____

_____

In submitting this bid for the project:

I, _____, state that I have not directly or indirectly,
(Name)
entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at _____ California, this _____ day of _____, 201__.

_____

SIGNATURE

SUBCONTRACTORS LISTING - PAGE 1

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 381

INDUSTRY BUSINESS CENTER, PHASE 2 MASS GRADING, MIDDLE WEST SIDE
CONTRACT NO. IBC-0381R

(See Paragraph 13 - Instructions to Bidders)

1. Name:_____

   Address:_____

   Email:_____

   Telephone #:_____ Fax #:_____

   License #:_____ DIR#_____

   Portion of Work:_____

2. Name:_____

   Address:_____

   Email:_____

   Telephone #:_____ Fax #:_____

   License #:_____ DIR#_____

   Portion of Work:_____

3. Name:_____

   Address:_____

   Email:_____

   Telephone #:_____ Fax #:_____

   License #:_____ DIR#_____

   Portion of Work:_____

SUBCONTRACTORS LISTING - PAGE 2

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 381

INDUSTRY BUSINESS CENTER, PHASE 2 MASS GRADING, MIDDLE WEST SIDE
CONTRACT NO. IBC-0381R
(See Paragraph 13 - Instructions to Bidders)

4. Name:_____

Address:_____

Email:_____

Telephone #:_____ Fax #:_____

License #:_____ DIR#_____

Portion of Work:_____

5. Name:_____

Address:_____

Email:_____

Telephone #:_____ Fax #:_____

License #:_____ DIR#_____

Portion of Work:_____

6. Name:_____

Address:_____

Email:_____

Telephone #:_____ Fax #:_____

License #:_____ DIR#_____

Portion of Work:_____