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, October 13, 2016 at 8:30 a.m., immediately following the conclusion of the Industry Public Utilities Commission Meeting, 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 Amendment No. 1 to the Professional Services Agreement with RKA Consulting Group for Various Street Intersection Improvements located in the City of Walnut.

RECOMMENDED ACTION: Approve Amendment No. 1.

5.2 Consideration of Change Order No. 1 submitted by Marina Landscape Maintenance, Inc., and Appropriate $78,925.00 for Additional Work in conjunction with the Baker Parkway Slope Landscape Maintenance Project, Contract No. GCD-0382.

RECOMMENDED ACTION: Approve Change Order No. 1.

5.3 Consideration of Amendment No. 1 to Consultant Contract No. 14-SAGE 13-01A MP 99-31 #16 for Sage Environmental Group to add archaeological and paleontological monitoring services in the amount of $6,431.60, as identified in Line Item No. 199 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve Amendment No. 1.

6. **CLOSED SESSION**

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

Property:	Tres Hermanos Property
Agency Negotiators:	Paul J. Philips, Executive Director James M. Casso, Agency Legal Counsel
Negotiating Parties:	Paul J. Philips, City Manager James M. Casso, City Attorney
Under Negotiation:	Price and Terms of Payment

7. Adjournment. Next regular Successor Agency meeting will be on Thursday, October 27, 2016, at 8:30 a.m.

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

Dated: October 13, 2016

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

SPECIAL MEETING AGENDA
OCTOBER 13, 2016 8:30 A.M.
Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Agency:

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

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

Americans with Disabilities Act:

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

Agendas and other writings:

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

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

5. **BOARD MATTERS**

5.1 Consideration of Amendment No. 1 to the Professional Services Agreement with RKA Consulting Group for Various Street Intersection Improvements located in the City of Walnut.

RECOMMENDED ACTION: Approve Amendment No. 1.

5.2 Consideration of Change Order No. 1 submitted by Marina Landscape Maintenance, Inc., and Appropriate $78,925.00 for Additional Work in conjunction with the Baker Parkway Slope Landscape Maintenance Project, Contract No. GCD-0382.

RECOMMENDED ACTION: Approve Change Order No. 1.

5.3 Consideration of Amendment No. 1 to Consultant Contract No. 14-SAGE 13-01A MP 99-31 #16 for Sage Environmental Group to add archaeological and paleontological monitoring services in the amount of $6,431.60, as identified in Line Item No. 199 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve Amendment No. 1.

6. **CLOSED SESSION**

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

Property:	Tres Hermanos Property
Agency Negotiators:	Paul J. Philips, Executive Director James M. Casso, Agency Legal Counsel
Negotiating Parties:	Paul J. Philips, City Manager James M. Casso, City Attorney
Under Negotiation:	Price and Terms of Payment

7. Adjournment. Next regular Successor Agency meeting will be on Thursday, October 27, 2016, at 8:30 a.m.

SUCCESSOR AGENCY

ITEM NO. 5.1

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 CNC
Joshua Nelson, Deputy Agency Engineer, CNC Engineering JN
Upendra Joshi, Project Engineer, CNC Engineering UJ

Date: October 13, 2016

SUBJECT: Consideration of Amendment No. 1 to Consultant Contract No. 14-RKA 16-01 MP 99-31 #65 for RKA Consulting Group for Various Street Intersections Improvement Located in the City of Walnut

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DISCUSSION:

On March 10, 2016, the Successor Agency to the Industry Urban-Development Agency ("Agency") approved an agreement for Consultant Services with RKA Consulting Group (RKA) to provide civil engineering services for various street intersection improvements located in the City of Walnut. The scope of services included the design and preparation of street intersection plans, traffic signal, signing and striping plans for the intersections of Valley Boulevard and Lemon Avenue, Grand Avenue and La Puente Road, Grand Avenue and San Jose Hills Road, Grand Avenue and Mountaineer Road, Grand Avenue and Shadow Mountain Road, and Nogales Street and Amar Road.

In mutual understanding between the Agency and RKA, both parties agreed to amend the agreement dated March 10, 2016 to replace entire Section 7. (Indemnification) and entire Exhibit-C (Insurance Requirements) with the Amendment No. 1.

FISCAL IMPACT:

There is no fiscal impact on the budget.

RECOMMENDATION:

1.) Staff recommends that the Board approve Amendment No. 1 for Various Street Intersections Improvement Located in the City of Walnut.

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. Amendment No. 1 to the Professional Services Agreement dated October 13, 2016

PJP/CC/JN/UJ:af

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

[Attached]

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 counsels 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

Amendment No. 1 to Consultant Contract No. 14-RKA 16-01 MP 99-31 #65 for RKA Consulting Group

[Attached]

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to the Professional Services Agreement (the "Agreement") is made and entered into this 13th day of October, 2016, (the "Effective Date") by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and RKA Consulting Group, a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about March 10, 2016, the Agreement was entered into and executed between the Agency and Consultant to perform all services necessary for the design and preparation of street intersection plans, including traffic signal, signing, and striping plans, for the intersections of (1) Valley Boulevard and Lemon Avenue, (2) Grand Avenue and La Puente Road, (3) Grand Avenue and San Jose Hills Road/ Mt. San Antonio College Entrance, (4) Grand Avenue and Mountaineer Road, (5) Grand Avenue and Shadow Mountain Road/ College Vista Avenue and (6) Nogales Street and Amar Road (collectively, the "Plans"). Said plans are necessary to comply with the mitigation measures required under the California Environmental Quality Act (Cal. Pub. Resources Code §§21000, *et seq.*) ("CEQA") related to the Industry East and Industry Business Center Projects (collectively "the Projects"); and

WHEREAS, the Agreement also requires the Consultant to provide bidding support, property appraisal, and design support services during construction at the intersections of (1) Valley Boulevard and Lemon Avenue and (2) Grand Avenue and La Puente Road (collectively, the "Construction Projects"); and

WHEREAS, some of the mitigation measures required for the Projects is located in the City of Walnut; and

WHEREAS, the City of Walnut has agreed to accept the Agency's share of the mitigation measures required in Walnut through the Plans and the Construction Projects; and

WHEREAS, the City of Walnut desires to be indemnified by the Consultant for the work related to the design and preparation of the Plans and the bidding support, property appraisal, and design support services for the Construction Projects; and

WHEREAS, the Consultant has agreed to indemnify, protect, defend and hold harmless the City of Walnut; and

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

AMENDMENT

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

1. Section 7 is hereby amended to read in its entirety as follows:

Section 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 the City of Walnut and any and all of their 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, protect, defend and hold harmless the Indemnified Parties 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 Indemnified Parties 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 and/or the City of Walnut , Consultant shall have an immediate duty to defend the Indemnified Parties at Consultant's cost or at the Agency's and/or the City of Walnut's option, to reimburse the Agency and/or the City of Walnut for their 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 the Agency and/or the City of Walnut, as to whether liability arises from the sole negligence of the Agency and/or the City of Walnut or any of their officers, employees, or agents, Consultant will be obligated to pay for the Agency's and/or the City of Walnut's defense until such time as a final judgment has been entered adjudicating the Agency and/or the City of Walnut 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.

2. Exhibit C is hereby amended to read in its entirety as follows:

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Proof of insurance. Consultant shall prove 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

of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements 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 sub consultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the Agency and/or the City of Walnut 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 the Agency and/or the City of Walnut before the Agency's and/or the City of Walnut's own insurance or self-insurance shall be called upon to protect it as a named insured.

Public Entities' 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, the Agency and/or the City of Walnut has the right but not the duty to obtain the insurance they deem necessary and any premium paid by the Agency and/or the City of Walnut 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 the Agency and the City of Walnut, their 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 the Agency and the City of Walnut, 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 and/or City of Walnut to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency and/or City of Walnut nor does it waive any rights hereunder.

Requirements not limiting. 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 and/or the City of Walnut require 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 and/or the City of Walnut.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the Agency and the City of Walnut 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 the Agency and the City of Walnut and their 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 interest's 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 and the City of Walnut 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.

[SIGNATURES ON FOLLOWING PAGE]

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

"AGENCY"

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body, corporate and politic

By:_____
Paul Philips, Executive Director

"CONSULTANT"

RKA CONSULTING GROUP,
a California corporation company

By:_____
David Gilbertson, P.E.
Vice President

ATTEST:

By:_____
Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM:

By:_____
James M. Casso, General Counsel

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

Staff: Clement N. Calvillo, Agency Engineer, CNC Engineering
Joshua Nelson, Deputy Agency Engineer, CNC Engineering
Gerry Perez, Project Managing Engineer, CNC Engineering

Date: October 13, 2016

SUBJECT: Consideration of Change Order No. 1 submitted by Marina Landscape Maintenance, Inc., and Appropriate $64,757.00 for an extension of work in conjunction with the Baker Parkway Slope Landscape Maintenance Project, Contract No. GCD-0382 through June 30, 2017

DISCUSSION

On January 14, 2014, the Successor Agency to the Industry Urban-Development Agency ("Agency") awarded Marina Landscape Maintenance, Inc., the low bidder, the Baker Parkway Slope Landscape Maintenance Project.

The Scope of Work involves maintaining the existing landscaping, replacing plants as needed, maintaining existing irrigation lines, cleanout existing terrace drains, rodent control and weeding as required on approximately 30 acres of 2:1 slopes along the southerly property line of that portion of Grand Crossing Development located westerly of Grand Avenue, south of Baker Parkway.

As of October 6,, 2016, the Agency Engineer has reviewed the following change order for completeness and accuracy as to the materials and labor included:

Change Order No. 1: The Notice to Proceed was issued on February 13, 2015 with an effective start date of February 17, 2015 and a 730 calendar day contract duration. Therefore, the maintenance contract period will end on February 17, 2017. It is recommended that the current contract be extended to June 30, 2017. Payment has been approved in the ROPS 16-17 period under Line Item No. 276 for Marina Landscape Maintenance, Inc. The total cost is $64,757.00.

The Agency will be releasing a bid for all landscape maintenance services of the Industry Business Center ("IBC") Spring 2017 which includes the Baker Parkway Slope area.

FISCAL IMPACT

Approval of Change Order No. 1 will increase the landscape maintenance contract for the Baker Parkway Slope by a total of $64,757.00 at a cost of $14,350.00 per month. The effect of this change order will increase the contract total from $445,290 to $510,047.00. The fiscal year 2016-2017 adopted budget included funding for landscape maintenance services of the Baker Parkway Slope under Successor Agency – Expenditures – Project Improvement Costs (account no. 222-300-5200). An additional appropriation of $64,757.00 is required to cover the cost of Change Order No. 1.

Table 1 – Marina Landscape Maintenance, Inc., Services Summary

Contract	$ 445,290.00
Change Order No. 1	$ 64,757.00
Total	**$510,047.00**

RECOMMENDATION

1.) Staff recommends that the Board approve Change Order No. 1 for landscape maintenance services of Baker Parkway Slope; and
2.) Approve an appropriation of $64,757.00 to Successor Agency – Expenditures – Project Improvement Costs (account no. 222-300-5200) to cover the total cost of Change Order No. 1.

Exhibits
A. Marina Landscape Maintenance, Inc., Change Order No. 1

PJP/CC/JN/GP:kw

EXHIBIT A

Marina Landscape Maintenance, Inc., Change Order No. 1

[Attached]

SUCCESSOR AGENCY TO
THE INDUSTRY URBAN-DEVELOPMENT AGENCY

CHANGE ORDER

15625 E. Stafford St.
City of Industry, CA 91744
(626)333-2211

Change Order No. 1

Project Baker Parkway Slope Landscape Maintenance **Contract No.** GCD-0382 **Date** 10/27/2016 13 CAP

Type Project Landscape Maintenance **Contractor** Marina Landscape Maintenance, Inc.

Location City of Industry

Explanation:

Extend the maintenance period to June 30, 2017

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

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS ($) +	-
1	Landscape & Irrigation Maintenance	4.5 Months	$14,350.00	$64,757.00	
			TOTAL COST	**$64,757.00**	

T & M SUMMARY

*Labor Cost	+ 20%		Total Labor
*Equipment Cost	+ 15%		Total Equipment
*Material Cost	+ 15%		Total Materials
(*Attach breakdown of labor, equipment and materials)			Sub-Total
CHANGE ORDER SUMMARY		% of Contract Amount	Other Additive
Original Contract Amount	$445,290.00		Total T & M
Total Previous Change Orders		0.00%	
Total Change Orders	$ 64,757.00	14.54%	Pay This CHANGE ORDER $ **64,757.00** 14.54%

Authorized by ____ Additional Working Days 120

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

10/5/2016
Contractor Representative Date

Paul J. Philips - Executive Director Date

10.6.16
Clement N. Calvillo - Agency Engineer Date

10.6.16
Gerardo Perez, Project Manager Date

C.O. # 1

MARINA
Still Growing
landscape construction
landscape maintenance
landscape architecture
erosion control
design build

October 3, 2016

City of Industry
Attn: Agency Engineer
15625 E. Stafford St. Suite 100
City of Industry CA. 91744

RE: Baker Parkway Slope Project #GCD-0382

This letter is to inform all partied that Marina Landscape Maintenance would like to extend its current contract for the Baker Parkway Slope located in the City of Industry through June 30th 2017. Marina Landscape Maintenance agrees to hold its price at $14,350.00 per month through the entire term of the contract ending June 30th 2017.

Sincerely,

Darin Sherlock
Operations Manager
Marina Landscape Maintenance Inc

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

Staff: Clement N. Calvillo, Agency Engineer, CNC Engineering CNC
Joshua Nelson, Deputy Agency Engineer, CNC Engineering JN

Date: October 13, 2016

SUBJECT: **Consideration of Amendment No. 1 to Consultant Contract No. 14-SAGE 13-01 A MP 99-31 #16 for Sage Environmental Group to add archaeological and paleontological monitoring services as identified in the Line Item No. 199 of the Recognized Obligation Payment Schedule, in the additional amount of $6,431.60**

DISCUSSION:

On July 18, 2013, the Successor Agency to the Industry Urban-Development Agency ("Agency") approved an Agreement for Consulting Services with Sage Environmental Group for biological and regulatory compliances services for the Industry Business Center ("IBC"). The Scope of Services included Biological Monitoring – Pre-Construction and Construction Phase, Native Landscaping Master Plan, and Coastal Sage Scrub ("CSS") and Purple Needlegrass Habitat Mitigation and Monitoring Plan ("HMMP").

As part of the State Route 57/State Route 60 Confluence at Grand Avenue Project [MP 99-31 #16] Caltrans requires that the Agency prior to and during construction hire a qualified paleontologist to produce a Paleontological Monitoring and Mitigation Plan for the proposed project and supervise monitoring of construction excavations. Sage Environmental Group has agreed and is able to provide those services to the Agency.

FISCAL IMPACT:

The fiscal year 2016-2017 adopted budget included funding for biological and regulatory compliance services under account no. 222-300-5130. An additional appropriation of $6,431.60 is required to cover Amendment No. 1 to the Agreement for Consulting Services.

Table 1 – Sage Environmental Group Consulting Services Summary

Agreement for Consulting Services	$ 244,441.00
Amendment No. 1 to Agreement for Consulting Services	$ 6,431.60
Total	**$ 250,872.60**

RECOMMENDATION:

1.) Staff recommends that the Board approve Amendment No. 1 to Agreement for Consulting Services with Sage Environmental Group so that archaeological and paleontological monitoring services can be performed; and
2.) The Board approve an additional amount of $6,431.60 to account no. 222-300-5130 to cover the total cost of Amendment 1 to the Agreement for Consulting Services.

Exhibits
A. Agreement for Consulting Services with Sage Group Environmental dated July 18, 2013
B. Amendment No. 1 to Agreement for Consulting Services dated October 13, 2016

PJP/CC/JN:kw

EXHIBIT A

Agreement for Consulting Services with Sage Group Environmental
dated July 18, 2013

[Attached]

AGREEMENT FOR CONSULTING SERVICES

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

RECITALS

A. Agency has determined that it requires biological and regulatory compliance services from a consultant for the Industry Business Center.

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

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

1. Consultant's Services.

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

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

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

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

e. Changes to Scope and Cost of Work. Agency or Consultant may, from time to time, request changes in the scope of services and costs in this Agreement to be performed hereunder. Before any work is performed beyond the scope of services in this Agreement, such changes must be mutually agreed upon between Consultant and Agency and incorporated in written amendments to this Agreement.

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

2. City Representative.

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

3. Term of Agreement.

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

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

☒ Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at $244,441. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is the subject of the approved ROPS, provide any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item,

based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14A period (July 1, 2013 through December 31, 2013) has been approved for $35,000. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of $244,441 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

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

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

With a copy to:

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

If to Consultant:

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

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

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

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

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

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

21. Reliance on Reports [check if applicable]

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

22. Discrimination and Equal Employment Opportunity.

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

23. No Assignment.

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

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

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

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

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

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

27. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

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

29. Severability.

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

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

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

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

By: _____
Kevin Radecki, Executive Director

SAGE ENVIRONMENTAL GROUP

By: _____, Principa

By: _____, COO

EXHIBIT A

Scope of Services

Exhibit "A"

SAGE ENVIRONMENTAL GROUP
Environmental • Biological • Habitat Restoration • Regulatory Compliance Services

June 5, 2013

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

Electronic Transmittal

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

Project: **Industry Business Center Project (600-acre) Project, City of Industry, Los Angeles County, CA**

Dear Mr. Radecki,

Thank you for the opportunity to provide biological and regulatory compliance services for the continued implementation of the 600-acre Industry Business Center Project (Project). The biological and regulatory compliance requirements for the project are based upon the *Final Mitigation and Monitoring Program, Industry Business Center Revised Plan of Development* (IBC MMP), prepared by The Planning Center (TPC), dated February 2009, and the project specific resource agency permits[1], specifically the United States Fish and Wildlife Service Biological Opinion (FWS-LA-I OB0545-I 010723, USFWS BO), which requires preconstruction, design-phase, and post project mitigation measures to address impacts to onsite biological resources. Principal compliance tasks include:

Task 1: Biological Monitoring – Pre-Construction and Construction Phase

Of special Project interest is the coastal Californian gnatcatcher (*Polioptila californica*) and least Bell's vireo (*Vireo bellii pusillus*). Both of these federal and state listed sensitive species have been historically observed onsite. Consistent with the requirements of the USFWS BO, all construction will be monitored utilizing to ensure minimization of Act (ESA) and the federal Migratory Bird Treaty Act (MBTA). Biological monitoring will cover construction impacts to the extent feasible and compliance with the federal Endangered Species the area of direct impact and a 500-foot buffer area for associated coastal sage scrub (CSS) and riparian vegetation. *We recommend pre-construction grubbing of any remnant habitat areas within the construction footprint occur October 1 through February 1 to avoid any nesting bird potential impacts.*

The proposed scope of work includes: 1) review of lighting plans and potential noise generation sources to reduce spillover into the adjacent 26-acre Diamond Bar Creek restoration area in compliance with the USFWS BO, 2) construction contractor education program; 3) oversight of the installation of construction staking/fencing; 4) a pre-construction nesting bird survey of the

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

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

Exhibit "A"

Project site and adjacent 300 foot buffer area; 5) weekly monitoring during site clearing; 6) monitoring after the initial site clearance is finished for the duration of construction work to ensure compliance with Resource Agency permit conditions, and project-specific biological resources mitigation and monitoring measures as defined in supporting documentation.

Task 2: Native Landscaping Master Plan

Consistent with the IBC MMP MM 5-1 (as revised), native landscaping shall encompass all manufactured slopes or approximately 200 acres of the project site. In 2010, SAGE developed a *Native Landscaping Concept Plan* for oak woodland, chamise chaparral, riparian woodland and seasonal wildflowers/flowering scrubs for possible use onsite. The Plan was designed to accommodate the very alkaline subsoil (8.9 pH) present within the Project site. In collaboration with Environs Landscape Architecture, Inc., design plans were implemented for a three acre test plot utilizing alkaline-tolerant natives. The test site performed well. The raptor perches installed to control ground squirrel at the test site were also a very successful vector/burrow control, avoiding ongoing pesticides use. SAGE suggests raptor perches be utilized for the 200-acre area.

The primary elements of the Native Landscaping Master Plan will include:

- Plant Type – Distinct areas of oak woodland, chamise chaparral, riparian woodland, grassland and seasonal wildflowers/flowering scrubs will be defined to create visual texture and variety characteristic of native open space within the region.
- Soil Evaluation - The existing soils and potential soil amendments will be evaluated to ensure healthy plant growth with minimal maintenance requirements. We understand the post-graded soil surface will be exposed subsoil containing heavy clays/alkaline with little organic matter. The Master Plan will include soil appropriate plant species where feasible, and include soil amendment recommendations to accommodate other species.
- Plant Longevity - Plant selection will include scrub and tree species with a 30-40+year lifespan and include a mix of quick and slower growing species to ensure initial establishment and a long-term viability.
- Seasonal Color - The Master Plan layout will include bands of seasonal color to provide year-round color rotation and interest.
- Maintenance Regime – Landscaping maintenance within native areas is generally less intensive than tradition landscaping, and generally results in significantly lower ongoing cost. It is anticipated that the overall native landscaped areas will have ongoing irrigation, seasonal mowing/mulching of target areas, and limbing up of trees species to ensure a neat and orderly appearance with year-round foliage. Minimal weeding will be required.

SAGE will work collaboratively Environs to develop a Native Landscaping Master Plan based on 2010 Concept Plan. The Master Plan will define the general planting locations and plant pallets, and general irrigation and maintenance requirements for each landscape type.

Exhbit "A"

Task 3: CSS and Purple Needlegrass HMMP – Year 1 through 3

Consistent with the IBC MMP MM 3-6, a minimum of 10.9 acres of CSS (planted as a single patch) and 4.8 acres of purple needlegrass (planted as a single patch) will be established within the Project's 200-acre native landscaped area. SAGE will consult with the California Department of Fish and Wildlife (CDFW), formerly CDFG, the USFWS, and the Project's landscape architect on the location, implementation protocol, and installation and maintenance of these resources to ensure their successful establishment and perpetuity protection.

The habitat mitigation will be implemented in accordance with a resource agency-approved Habitat mitigation and Monitoring Plan (HMMP). Sage Environmental Group (SAGE) will draft the HMMP, and provide oversight and monitoring for the HMMP installation and maintenance to be done by a licensed Landscape Contractor. SAGE will be responsible for implementation management, including assisting the landscape architect in the development of bid specifications, and construction-phase management and oversight for the habitat areas. The monitoring effort will include qualitive evaluations for a three year period, as defined in the HMMP. Annual success evaluations reports will be prepared following the completion of installation.

Fee Schedule

Tasks	
Task 1: Biological Monitoring – Pre-Construction and Construction Phase	85,040
Task 2: Native Landscaping Master Plan	83,481
Task 3: CSS and Purple Needlegrass HMMP – Year 1 through 3	75,920
Total - Time and Materials Not-to-Exceed Fee	**244,441**

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

Sincerely,

Alissa Cope

Alissa Cope
Principal
Sage Environmental Group

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

Kevin Radecki

Exhibit "A"

SAGE ENVIRONMENTAL GROUP
Environmental • Biological • Habitat Restoration • Regulatory Compliance Services

June 5, 2013

Electronic Transmittal

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

Subject: **ROPS Request - July 1, 2013 through December 31, 2013 Consultant Services to provide Biological and Regulatory Compliance Services**

Project: **Industry Business Center Project (600-acre) Project, City of Industry, Los Angeles County, CA**

Dear Mr. Radecki,

Thank you for the opportunity to provide biological and regulatory compliance services for the continued implementation of the 600-acre Industry Business Center Project (Project). The biological and regulatory compliance requirements for the project are based upon the *Final Mitigation and Monitoring Program, Industry Business Center Revised Plan of Development* (IBC MMP), prepared by The Planning Center (TPC), dated February 2009, and the project specific resource agency permits[1], specifically the United States Fish and Wildlife Service Biological Opinion (FWS-LA-1 OB0545-1 010723, USFWS BO), which requires preconstruction, design-phase, and post project mitigation measures to address impacts to onsite biological resources.

For the six month period of July 1, 2013 through December 31, 2013, we anticipate the following items will need to be addressed:

- **Task 1: Biological Monitoring – Pre-Construction and Construction Phase:** Biological monitoring for pre-construction grubbing of any remnant habitat areas within the construction footprint to start in October 2013 to avoid the bird nesting season.
- **Task 2: Native Landscaping Master Plan:** Coordination with the landscape architect for the preparation of the Native Landscaping Master Plan.
- **Task 3: CSS and Purple Needlegrass HMMP – Year 1 through 3:** Preparation of the CSS and Purple Needlegrass HMMP.

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

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

Exhibit "A"

- Resource Agency coordination in preparation for project implementation will also be required.

We anticipate a budget of $35,00 in order to accomplish these tasks during the July through December time period.

If you have any questions regarding this ROPS Request - July 1, 2013 through December 31, 2013, please feel free to call me at 949.243.2282. We look forward to continuing to work with you on this interesting project.

Sincerely,

Alissa Cope
Principal
Sage Environmental Group

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

Kevin Radecki

EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: July 18, 2013

Estimated end of construction: December 31, 2020

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

EXHIBIT C

Professional Fee Schedule
Hourly Rates

Exhibit "C"

Sage Environmental Group
June 5, 2013
Industry Business Center Project (800-acre) Project

TASK	DESCRIPTION	Principal in Charge	Project Manager	Senior Biologist	Assoc Biologist	Assoc Environmental Planner	CAD/GIS	WP	TOTAL MANHOURS	ESTIMATED FEE
		$ 140.00	$ 130.00	$ 124.00	$ 106.00	$ 102.00	$ 98.00	$ 82.00		
Task 1	Biological Monitoring for Construction Phase	200	98	200	100	40	40	10	688	$5,040.00
Task 2	Native Landscaping Master Plan (200-acres)	300	60	141	100	20	20	22	663	$3,431.00
Task 3	CSS and Purple Needlegrass HMMP - Year 1 through 3	160	100	200	100	4	40	10	614	75,920.00
TOTAL PROPOSED FEE										244,441.00

EXHIBIT B

Amendment No. 1 to Agreement for Consulting Services dated October 13, 2016

[Attached]

AMENDMENT NO. 1
TO AGREEMENT FOR CONSULTING SERVICES

This Amendment No. 1 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 13th day of October, 2016, ("Effective Date") by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and Sage Environmental Group, a California corporation ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about July 18, 2013, the Agency Board approved an Agreement for Consulting Services with Sage Environmental Group, to provide biological and regulatory compliance services at the Industry Business Center; and

WHEREAS, Caltrans requires that a qualified paleontologist produce a Paleontological Monitoring and Mitigation Plan for the proposed project and supervise monitoring of construction activities.

WHEREAS, the Parties desire to amend the Agreement to include archaeological and paleontological services for the State Route 57/State Route 60 confluence at Grand Avenue Project; and

WHEREAS, given the increased scope of work, the Parties desire to amend the Agreement to increase the compensation under the Agreement by $6,431.60; and

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

AMENDMENT

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

Section 5. Compensation

Any references to the amount of $244,441 shall be changed to $250,872.60.

The first sentence of the second paragraph shall be amended to read in its entirety as follows:

Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement in an aggregate amount not to exceed $250,872.60.

Section 15. Notices.

The party to whom copies of Agency notices shall be sent shall be amended to read as follows:

James M. Casso, Agency General Counsel
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

Exhibit A Scope of Services

The Scope of Services shall be amended to include the information set forth in Attachment 1, attached hereto and incorporated herein by reference.

Exhibit B Rate Schedule

The Rate Schedule shall be amended to include the information set forth in Attachment 2, attached hereto and incorporated herein by reference.

(SIGNATURES ON FOLLOWING PAGE)

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

"AGENCY"
Successor Agency to the
Industry-Urban Development Agency

By: _____
Paul Philips, Executive Director

"CONSULTANT"
Sage Environmental Group

By: _____
Alissa Cope, Principal

Attest:

By: _____
Diane Schlichting, Chief Deputy Agency Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

ATTACHMENT 1

SCOPE OF SERVICES

Consultant shall perform archaeological and paleontological services at the Project site.

All archaeological services will be conducted under the direction of Qualified Archaeologist Michael Kay, MA, RPA in collaboration with Sage Environmental Group' Cultural Resources Manager, Meghan Lamb, MA, RPA. Mr. Kay and Ms. Lamb are Registered Professional Archaeologists (RPA) qualified under Caltrans, CEQA, and Secretary of the Interior (federal) standards.

All paleontological services will be conducted under the direction of Qualified Paleontologists Geraldine Aron, MS and Courtney Richards, MS. Ms. Aron and Ms. Richards are both qualified paleontologists under Caltrans, CEQA, California Energy Commission (CEC), Society of Vertebrate Paleontology (SVP), United States Forest Service (USFS), and Bureau of Land Management (BLM) standards.

All work will be conducted in accordance with guidelines set forth under CEQA, MM CUL-1 through CUL-3, and Caltrans' Standard Environmental Reference (SER). Consultant shall perform the following tasks:

Task 01. Pre-Field Measures

Subtask 01a. General Administration
This task is for tracking budgets, Project coordination and communication, and scheduling through the completion of the Project.

Subtask 01b. Paleontological Monitoring Plan (PMP)
Consultant shall review any available paleontological and geotechnical reports prepared for the Project in order to determine the location and depth of native paleontologically sensitive Puente Formation and older Pleistocene alluvium. Construction plans will then be reviewed in order to identify the locations and activities where excavations will potentially impact these geologic units. A paleontological monitor will be required during qualifying excavation activities at these locations.

The Project boundaries will be mapped onto a geology background in GIS. Areas requiring paleontological monitoring will be clearly marked. If monitoring is only required once a specific depth is reached, it will also be clearly indicated on the map.

Once the review of previous reports and construction plans is complete, Consultant shall prepare a PMP that conforms to all requirements outlined in the Caltrans SER Volume 1 Chapter 8 (Paleontology), addresses MM CUL-3, and describes all paleontological tasks and procedures that will be required in order to reduce potential impacts to paleontological resources to a less than significant level pursuant to CEQA. The PMP will include project background information and proposed research; description of when and where paleontological monitoring will be required (with accompanying GIS maps); pre-construction measures such as a workers environmental awareness training (WEAP); monitoring methods and safety requirements; unanticipated discovery procedures to be implemented in the event that fossils are discovered when a monitor is not present; procedures for sampling, fossil and data recovery, and laboratory work (including preparation, identification, and analysis) that will conform to conditions set forth by the designated fossil repository; fossil curation agreement with a certified repository; and monthly and final monitoring report requirements. Two rounds of revisions on the draft report are assumed. A Caltrans formatted comments matrix will be

prepared to document responses to agency comments.

Subtask 01c. Pre-Construction Meeting
The Qualified Archaeologist and Qualified Paleontologist will prepare cultural resources sensitivity training modules for their respective subjects that include the type of artifacts/fossils that may be encountered and the procedures to follow if inadvertent discoveries are made. The Qualified Archaeologist will attend the pre-construction meeting to present the training modules and to discuss mitigation concerns, field procedures for paleontology and archaeology, safety protocols, and establish communications. Following the pre-construction meeting, a pre-grade document will be prepared to ensure all staff members are aware of any safety issues and on-site contact information. Consultant's safety officer will also establish a site-specific health and safety plan (HASP) with emergency contact information, which includes local hospital locations and emergency responders.

Task 02. Archaeological and Paleontological Monitoring

Consultant shall provide an archaeological monitor during the initial phase of ground disturbance in accordance with MM CUL-2 and during any activities that may impact archaeological resources. A full-time paleontological monitor will be provided during any activities that may impact paleontologically sensitive Puente Formation or older Pleistocene deposits (as outlined in the Project PMP and required by MM CUL-3). When an activity has the potential to impact both archaeological and paleontological resources, a cross-trained monitor will be utilized to reduce costs. All monitoring will be conducted under the direct supervision of the Qualified Archaeologist and Qualified Paleontologist. Monitoring schedules will be coordinated with the Construction Manager.

Archaeological and paleontological monitoring will be increased or decreased based on discoveries, the subsurface soil stratigraphy, lithological characteristics, and the nature of excavation (ex. trenching vs. drilling). Changes in the monitoring effort will be made in consultation with Consultant, the Agency, City of Industry, and Caltrans District 7. Monitoring will be conducted by qualified technicians based and all monitoring activities will be documented in daily logs that will be included in an Administrative Record at the conclusion of ground disturbance.

Consultant will help make arrangements for the disposition of recovered artifacts (in consultation with culturally affiliated Native Americans in the case of prehistoric artifacts) and will arrange for fossil curation at an accredited museum, if needed. Any associated fees are to be negotiated by the client and are not paid by Consultant.

If archaeological resources are discovered during monitoring, the monitor shall The monitor shall have authority to temporarily divert grading away from exposed fossils to professionally and efficiently recover the fossil specimens and collect associated data. All efforts to avoid delays in project schedules shall be made. If potentially significant paleontological resources are discovered during ground-disturbing activities, work shall stop within 50 feet of the find. To prevent construction delays, paleontological monitors would be equipped with the necessary tools for the rapid removal of fossils and retrieval of associated data.. In the event that resources of Native American origin are observed, all ground disturbance must halt until Caltrans can consult with a Native American representative.

In the event that paleontological resources are encountered during monitoring, earthmoving activities shall be temporarily diverted around the fossil site (~50 feet) until the material has been evaluated and the Qualified Paleontologist allows earthmoving to proceed. If it is a significant discovery, the fossil will be documented, photographed, and collected. If it is a non-significant discovery, the fossils will not be collected, and the Qualified Paleontologist may allow earthmoving to proceed.

All archaeological and paleontological resources, regardless of significance, will be mapped, photographed

in situ, and recorded for later documentation that will be included in the final technical reports. Map points will be taken with a GPS unit (Trimble, and/or Garmin). At a minimum, an overview photograph will be taken of each discovery site. All appropriate field notes and documentation will be recorded. A single point will be taken for isolated discoveries. Recordation will include the notation of all information required to fully complete a DPR or fossil discovery form. In instances where sites contain large numbers of artifacts or fossils, they will be generally quantified and described, and collected. If a find is too large for a single field technician to handle, additional staff will be called upon (on a time and material basis) and overseen by the Qualified Archaeologist or Paleontologist, as appropriate. All recovered artifacts and fossils will be transported to the Paleo Solutions laboratory for preparation, cleaning, cataloguing, identification, and analysis.

If human remains are discovered at the Project site, work must halt within 100 feet of the discovery and the steps and procedures specified in Health and Safety Code Section 7050.5, State CEQA Guidelines Section 15064.5(e), PRC Section 5097.98, and MM CUL-2 shall be implemented. State law requires that all work in that area must halt immediately and requires notification to the County Coroner. If the coroner determines that the remains are Native American in origin, the coroner shall contact the Native American Heritage Commission (NAHC) in Sacramento. The NAHC will then identify a Most Likely Descendent (MLD) who will recommend the appropriate and dignified disposition of the remains and any associated materials.

All work shall comply with the Mitigation Monitoring and Reporting Program ("MMRP") adopted for the Project. In the event of any inconsistencies or conflicts between the MMRP and this Agreement, the requirements of the MMRP shall prevail.

Task 03. Final Monitoring Compliance Report

Separate final monitoring reports for archaeology and paleontology will be prepared for compliance documentation upon monitoring completion. The reports will follow the guidance in the Caltrans' SER, and will include the results of monitoring, fossil and artifact analyses, and itemized list of resources, and will meet or exceed all local, state, and federal standards. The

reports will be provided electronically to the City of Industry, Caltrans District 7, the paleontological resource repository, South Central Coastal Information Center (SCCIC), and Native American groups (if requested). Two rounds of comments on each reports are assumed. A Caltrans formatted comments matrix will be prepared for each report to document responses to agency comments. For the purposes of the cost proposal, negative findings reports are assumed.

ATTACHMENT 2

RATE SCHEDULE

Monitoring Rates:

Full-Day Rate: $646 (less than or equal to 8 hours)
Half-Day Rate: $338 (less than or equal to 4 hours)

Unanticipated Discoveries
The Rate Schedule assumes that no artifacts or fossils will be recovered and testing/evaluation will not be required. A change order will be required in the event of scientifically significant discoveries.