SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA
AUGUST 24, 2017 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 (Non-Agenda Items):*** *Anyone wishing to address the Successor Agency on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Successor Agency from taking action on a specific item unless it appears on the posted 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 by the Secretary and prior to the individual being heard by the Successor Agency.*

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 Comment

5. **BOARD MATTERS**

5.1 Consideration of Amendment No. 3 to the Agreement for Professional Services with Jacobs Engineering Group, Inc., for the State Route 60 Interchange and Lemon Avenue Project (MP 03-10), in the amount of $193,152.00, for a total Agreement amount not-to-exceed $5,059,965.73, on a time-and-material basis.

RECOMMENDED ACTION: Approve the Amendment.

5.2 Consideration of Change Order No. 4 submitted by Marina Landscape Maintenance, Inc., and appropriate $78,300.00 for an extension of the maintenance period through November 30, 2017 in conjunction with the Baker Parkway Slope Landscape Maintenance Project, Contract No. GCD-0382.

RECOMMENDED ACTION: Approve Change Order No. 4.

6. Adjournment. Next regular Successor Agency meeting will be on Thursday, September 28, 2017, at 8:30 a.m.

SUCCESSOR AGENCY

ITEM NO. 5.1

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, Regional Vice President, CNC Engineering
Gerry Perez, Construction Manager, CNC Engineering

DATE: August 24, 2017

SUBJECT: Consideration of Change Order No. 4 submitted by Marina Landscape Maintenance, Inc., and appropriate $78,300.00 for an extension of the maintenance period through November 30, 2017 in conjunction with the Baker Parkway Slope Landscape Maintenance Project, Contract No. GCD-0382

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 of 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.

Previous change orders were issued as noted below.

Change Order No. 1: This change order was approved by the Agency Board on October 13, 2016 in the amount of $64,757.00 to extend the landscape maintenance period to June 30, 2017.

Change Order No. 2: This change order was approved by the Agency Board on October 27, 2016 in the amount of $64,625.00 to extend the landscape maintenance of the slopes which were landscaped under Contract No. IBC-0379, Industry Business Center Phase I Mass Grading Far West Side by C.A. Rasmussen, Inc.

Change Order No. 3: This change order was approved by the Agency Board on June 22, 2017, in the amount of $33,275.00 to extend the landscape maintenance of the slopes for both the Baker Parkway slopes and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side until August 31, 2017.

As of August 11, 2017, the Agency Engineer has reviewed the following change order for completeness and accuracy as to the materials and labor included.

Change Order No. 4: An additional cost in the amount of $78,300.00 will extend the maintenance period to November 30, 2017 for both the Baker Parkway slopes and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side.

The Agency is currently preparing a Request for Qualifications for all landscape maintenance services at the Industry Business Center ("IBC") and should have a Contractor able to start by December 1, 2017.

Fiscal Impact:

Approval of Change Order No. 4 will increase the landscape maintenance contract to $686,247.00 for both the Baker Parkway Slopes and landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side. The fiscal year 2017-2018 budget includes funding for landscape maintenance services of the Baker Parkway Slope under Successor Agency – Expenditures – Project Improvement Costs (account no. 222-300-5200 and ROPS line number 276). An additional appropriation of $78,300.00 is required to cover the cost of Change Order No. 4.

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

Contract	$ 445,290.00
Change Order No. 1	$ 64,757.00
Change Order No. 2	$ 64,625.00
Change Order No. 3	$ 33,275.00
Change Order No. 4	$ 78,300.00
Total	**$ 686,247.00**

Recommendation:

1.) Staff recommends that the Board approve Change Order No. 4 for landscape maintenance services of Baker Parkway Slope; and
2.) Approve an appropriation of $78,300.00 to Successor Agency – Expenditures – Project Improvement Costs (account no. 222-300-5200) to cover the total cost of Change Order No. 4.

Exhibits:

A. Marina Landscape Maintenance, Inc. Change Order No. 4

PJP/CC/JN/GP:kw

EXHIBIT A

Marina Landscape Maintenance, Inc., Change Order No. 4

[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. 4

Project Baker Parkway Slope Landscape Maintenance **Contract No.** GCD-0382 **Date** 8/24/2017

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

Location City of Industry

Explanation:

Extend the maintenance period to November 30, 2017 for Baker Parkway Slopes and landscaped area under IBC-0379 Industry Business Center- Far West Grading

Extra Work by: X Contract Items | X 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 ($) +	TOTALS ($) -
	Landscape & Irrigation Maintenance				
1	Baker Parkway Slopes	3 Months	$ 14,350.00	$ 43,050.00	
2	IBC-0379	3 Months	$ 11,750.00	$ 35,250.00	
			TOTAL COST	**$78,300.00**	

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		
Original Contract Amount		$445,290.00		Other Additive	
Total Previous Change Orders	$	162,657.00	36.53%	Total T & M	
Total Change Orders	$	240,957.00	54.11%	**Pay This CHANGE ORDER**	**$ 78,300.00** 17.58%

Authorized by_____ Additional Working Days 90

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.

Jr Galindo 8-15-17
Contractor Representative Date

8.15.17
Clement N. Calvillo - Agency Engineer Date

Paul J. Philips - Executive Director Date

8.15.17
Gerardo Perez, Project Manager Date

C.O. # 4

SUCCESSOR AGENCY

ITEM NO. 5.2

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, Regional Vice President, CNC Engineering
Eduardo Pereira, Project Engineer, CNC Engineering

DATE: August 24, 2017

SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with Jacobs Engineering Group, Inc., for the State Route 60 Interchange and Lemon Avenue Project in the amount of $193,152.00 for a total Agreement amount not to exceed $5,059,965.73

Discussion:

On August 10, 2015, the Industry Urban-Development Agency ("Agency") approved a Professional Services Agreement with Jacobs Civil, Inc., ("Jacobs"). Jacobs was retained in 2005 to provide consulting services to prepare planning, environmental, right-of-way and final design documents including construction support for the Lemon Avenue Interchange at State Route 60. The project is being undertaken in cooperation with the City of Diamond Bar and Alameda Corridor-East Construction Authority (ACE) who manages the construction of the project under an encroachment permit from Caltrans. With this setup, comes additional coordination efforts as noted below. Jacobs is currently listed in the Recognized Obligation Payment Schedule under line Item No. 117. Attached for your consideration is Amendment No. 3.

Jacobs has submitted a budget increase request (Exhibit B) for additional services, which include:

1. Administration during Construction Phase;
2. Response to Requests for Information (RFI's);
3. Meetings and Field Visits;
4. Review of Submittals; and
5. Other Direct Costs (mileage and printing costs)

In the course of the project, Jacobs has handled roughly 70 RFI's and 122 submittals. Many of these RFI's and submittals went to 2 to 3 iterations to reach final approvals and compliances. To date, they had 52 meetings from September 2016 to date. The

original budget was based on approximately 40 RFI's and 60 submittals. Given that the RFIs and submittals were nearly double what was anticipated, the budget increase is warranted.

The amendment also includes a revised rate schedule for Jacobs Engineering Group, Inc for 2018-2019. The existing rates haven't change, however, a new rate was added for Senior Structural Engineer to help address some structural issues that came up during construction. No changes were made to any other rates.

Finally, the term of the agreement was extended to December 31, 2017 at the February 24, 2015 Agency board meeting. At this time construction is anticipated to continue until at least mid-2018, so at this time we also need to extend the term to December 31, 2018 for final closeout of the project.

Fiscal Impact:

Jacobs has submitted a request for a total budget increase of $193,152.00 to perform this additional work for a total Agreement amount not to exceed $5,059,965.73. CNC has reviewed the proposal and found it to be in order.

Recommendation:

It is recommended that the Successor Agency Board approve Amendment No. 3 to Professional Services Agreement with Jacobs Engineering Group, Inc.

Exhibits:

A. Amendment No. 3 to Professional Services Agreement with Jacobs Engineering Group, Inc. dated August 24, 2018.
B. Budget Increase Request from Jacobs Engineering Group, Inc.
C. Hourly Rate Schedule for Jacobs Engineering Group, Inc. (1/1/2018-12/31/2019)

PJP/CC/JN/EP:af

EXHIBIT A

Amendment No. 3 to Professional Services Agreement with Jacobs Engineering Group, Inc. dated August 24, 2017

[Attached]

AMENDMENT NO. 3
TO AGREEMENT FOR CONSULTING SERVICES WITH JACOBS ENGINEERING GROUP, INC.

This Amendment No. 3 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 24th day of August, 2017, by and between the Successor Agency to the Industry Urban Development Agency, a California municipal corporation ("Agency") and Jacobs Engineering Group, Inc. ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about August 2005, the Agreement was entered into and executed between the Agency and Consultant to provide civil engineering design and environmental planning services for Lemon Avenue and SR 60 interchange (MP 03-10); and

WHEREAS, the agreement was originally entered into between the Industry Urban-Development Agency (IUDA) and Jacobs Civil, Inc.; and

WHEREAS, the IUDA has been replaced by the Successor Agency to the IUDA, and Jacobs Civil, Inc. transferred the agreement to Jacobs Engineering Group Inc. through a Novation Agreement signed May 7, 2008; and

WHEREAS, on or about December 22, 2016, the Agency approved Amendment No. 2 to permit a budget increase, increasing the Agreement compensation by $281,143.64 for continued civil engineering design and environmental planning services for the Lemon Avenue and SR 60 interchange project; and

WHEREAS, given the additional services required, it is necessary to amend Exhibit A "Scope of Work", and to provide a budget increase in the amount of $193,152.00, for a total not to exceed amount of $5,059,965.73. The additional services include:

1. Administration during Construction Phase;
2. Response to RFIs;
3. Meetings and Field Visits;
4. Review of Submittals; and
5. Other Direct Costs

WHEREAS, the term of the Agreement was extended to December 31, 2017 at the February 24, 2015 Agency Board meeting, but the project will continue through 2018; and

WHEREAS, Consultant has established new fees for fiscal year 2018-2019, which must be incorporated into the amendment given the term of the Agreement; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 3, 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:

3. Term of Agreement

Section 3 is hereby revised to read in its entirety as follows:

This Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2018, unless sooner terminated as provided in Section 4 herein.

5. Compensation.

The first sentence of Section 5.a is revised to read in its entirety as follows:

Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of the Agency, consistent with good industry practices, in an amount not to exceed $5,059,965.73, based on the hourly rates set forth in Exhibit C, attached hereto and incorporated herein by reference, beginning August 24, 2017.

Exhibit A: Scope of Services

The Scope of Services is hereby revised to include the following additional services:

- Administration during Construction Phase;
- Response to all RFIs;
- Meetings and Field Visits as requested by the Agency; and
- Review of all Submittals;

Exhibit C: Hourly Rates and Authorized Reimbursements.

Exhibit C shall be amended to include the Jacobs Engineering Group, Inc. 2018-2019 rate schedule attached hereto as Exhibit C, and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

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

By: _____
Paul J. Philips, Executive Director

"CONSULTANT"
Jacobs Engineering Group, Inc.

By: _____
Lou Cornell, B&I Region Vice President

Attest:

By: _____
Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency Counsel

EXHIBIT A TO AMENDMENT NO. 3:

AGREEMENT FOR CONSULTING SERVICES WITH JACOBS CIVIL, INC. (DATED AUGUST 10, 2015)

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 10th day of August 2005 (the "Effective Date") by and between the **INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and Jacobs Civil, Inc., a Missouri Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires the following professional services from a consultant to provide civil engineering design and environmental planning services for Lemon Avenue and SR 60 interchange (MP 03-10).

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 Chao C. Chen, who will have the overall responsibility and will supervise the work performed by Consultant on this project.

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

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

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

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

2. City Representative.

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

3. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2007, 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, or termination by consultant due to breach by Agency, Consultant shall be paid for all work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against Agency by reason of such termination.

5. Compensation.

a. Compensation [check applicable provision]

☒ Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, consistent with good industry practices, in an amount not to exceed $1,752,341.00, based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. Such amount will only be exceeded by an express, supplemental, written authorization by the Agency; otherwise

Consultant shall have no obligation to perform any work or services that would cause it to exceed the not-to-exceed amount.

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

b. Expenses [check applicable provision]

☒ 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 review and modification of the materials 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 3 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. Agency's audit rights shall not extend to the composition of Consultant's fixed rates or percentage multipliers.

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 for a period of five (5) years. Except as otherwise provided in this Section, Consultant's obligations of confidentiality shall not extend to information that:

a. was in, or subsequently enters the public domain, through no fault of Consultant;

b. was independently developed by Consultant outside of this Agreement;

c. was in the possession of Consultant prior to disclosure by Agency; or

d. is disclosed to Consultant by a third party under no obligation of confidentiality to Agency.

Notwithstanding the foregoing, Consultant must first obtain the consent of the Agency prior to disclosing any information under subsection (a) or (d).

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, consistent with good industry practices. 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.

c. Agency's Contractors. It is understood that in the performance of design support during construction, Consultant's general direction and responsibilities shall in no way supersede Agency's construction contractors' responsibility for performing their work in accordance with applicable contractual terms and conditions, nor does it shift Agency's construction contractors' responsibility for means, methods, techniques, sequences, schedules, procedures or safety to Consultant.

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.

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, 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, 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. 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. To the extent of Consultant's indemnity obligations, 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 Indemnitees from and against any and all Claims resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement as set forth in this Section.

d. For the sole purpose of availing Consultant of the indemnity and defense protection that Agency has secured from its construction contractor, Consultant shall be the agent of Agency under this Agreement.

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 insureds and must include a provision establishing the insurer's duty to defend the insureds. 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, 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. To the extent of Consultant's indemnity obligations, 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 coverage 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 th 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 he 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.

q. For the sole purpose of availing Consultant of the additional insured protection that Agency has secured from its construction contractor, Consultant shall be the agent of Agency under 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:

Industry Urban-Development Agency
15660 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:

Jacobs Civil, Inc.
5757 Plazas Drive, Suite 100
Cypress, CA 90630
Attn: Hank Alonso

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. § 1368), 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 data. 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. Force Majeure. Any delay or disruption incurred by Consultant or failure of performance of Consultant shall not constitute default hereunder if such loss, damage, delay, disruption or failure is caused by "Force Majeure". As herein used, the term "Force Majeure" means war, revolution, civil commotion, riots, strikes, lockouts, floods, hurricanes, similar storms or other actions of the elements, acts of God or the public enemy, interruption of transportation facilities, failure of Agency's suppliers or Agency's construction contractors, or any other cause that is beyond the reasonable control of the party affected and that by the exercise of reasonable diligence such party is unable to prevent. In the event of a Force Majeure, Consultant shall be entitled to equitable adjustments in its time for performance. Adjustments in Consultant's time for performance shall be contingent upon Consultant giving Agency written notice of any Force Majeure event within ten (10) days after the commencement of the cause. Furthermore, adjustments in Consultant's time for performance shall also be contingent upon Consultant's exercise of reasonable diligence in recommencing performance of its services following the cessation of any Force Majeure.

28. 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 th provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

29. 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.

30. 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.

31. 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.

INDUSTRY URBAN-DEVELOPMENT AGENCY

By: _____
L. Ronald Cipriani, Chairman

CONSULTANT
JACOBS CIVIL, INC.

By: _____
Hank Alonso, Office Manager

By: _____
Sherry L. Sweitzer, Vice President

Attest:

_____
Annie Faure, Secretary

Approved As To Form:

_____
William L. Strausz, Agency Counsel

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EXHIBIT A

Scope of Services

See Attached

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EXHIBIT A

CITY OF INDUSTRY
LEMON AVE/SR 60 INTERCHANGE IMPROVEMENTS
PA/ED, PS&E SCOPE OF SERVICES

INTRODUCTION

The City of Industry in conjunction with the City of Diamond Bar and Caltrans propose construction of a new interchange at SR 60 and Lemon Avenue (the Project.) The Project consists of two phases: Phase I is to prepare a Project Report and an Environmental Document (PA/ED) and Phase II is to prepare Plans, Specifications and Estimates (PS&E.) The project limits are SR 60 between Fairway Drive Undercrossing Bridge to the west and SR 60/SR57 Junction to the east.

The basis of the PA/ED Phase is a Project Study Report (PSR/PDS) prepared by Caltrans in 2003. The PSR/PDS has developed three alternatives including:

Alternative 1 – Construct a half tight diamond interchange, WB on-ramp and EB off-ramp.

Alternative 2 – Construct a half interchange, WB on-ramp and EB off-ramp. WB on-ramp is similar to that of the Alternative 1, EB off-ramp bridges over Lemon Avenue and terminates at Golden Springs Drive.

Alternative 3 – Construct a three-leg partial diamond interchange, WB on-ramp, EB off-ramp, and EB on-ramp. This alternative will include permanent closure of the existing EB off- and on-ramp at Brea Canyon Road, and construction of an auxiliary lane from the new EB on-ramp continues to the SB SR-57 connector.

In response to the City's Request of Proposal, the Jacobs Team subsequently developed two additional alternatives:

Alternative 4a_– This alternative is designed to mitigate the non-standard partial interchange. The missing leg of Alternative 3 is the WB off-ramp. In this alternative, the access will be provided by a collector that starts at the existing WB on-ramp from Brea Canyon Road, runs parallel to SR-60 and terminates at the opposite side of the proposed WB on-ramp from Lemon Avenue. The existing Brea Canyon Road on-ramp will be removed.

Alternative 4a is compatible with the current project (EA 1257U4) and has no impact to the right-of-way. Most importantly, this alternative enables travelers to exit to Lemon Avenue from SR-60 and SR-57 via Brea Canyon Road off-ramp. It also provides entrance to SR-60 from Brea Canyon Road through the collector and the new Lemon Avenue on-ramp. With proper advance signings, the new configuration should operate at better level of service.

Alternative 4b – This alternative (see *Exhibit 2*) is designed to eliminate the non-standard spacing between ramp intersections and Golden Springs Drive. Instead of the three-leg tight diamond that creates short distances between intersections, this alternative proposes a modified Single Point Interchange (Caltrans Standard Type L-13).

Since none of the above alternatives meet Caltrans Standards completely, it is also our understanding that Caltrans geometric reviewers will require a full-standard alternative. Therefore a total of six alternatives will be included in our preliminary engineering studies.

PROJECT ASSUMPTIONS

The Jacobs Team's original cost proposal that was submitted to the City on March 15, 2005 was developed based on the three PSR/PDS alternatives. Our recent submitted Revised Cost Proposal (6-29-05) expanded the original scope to cover the two additional alternatives (4a & 4b) and other possible improvements within the project limits.

The added scopes include 1. a new two-lane collector road between Brea Canyon Road and Lemon Avenue; 2. approximately 1000 m of retaining walls and soundwalls; 3. widening of Lemon Avenue Undercrossing Bridge one lane in each direction; and 4. a new single point interchange that requires Caltrans special approval process. Other project assumptions are as followed:

1) The project focuses on construction of a new local interchange at SR 60 and Lemon Avenue. Improvements on SR 60 are limited to relocation of the soundwall near Lemon Avenue and an auxiliary lane between the new Eastbound on-ramp and the connector from Eastbound SR 60 to Southbound SR 57. The future HOV lanes project or any other capacity enhancement projects will be coordinated but not included in the project.
2) During the PA/ED Phase the team will study the three Caltrans alternatives, the two additional Jacobs recommended alternatives plus one full-standard alternative.
3) Since SR 60 is not an Interstate Route, a New Connection Report or a Modified Access Report is not required and will not be included in the scope.
4) We assumed that the project right-of-way impact including full-take, partial-take and Easements is less than ten parcels.
5) The team will prepare Initial Study and Environmental Assessment (IS/EA) to satisfy CEQA and NEPA requirements. Based on the PSR/PDS, we assumed that the findings will be Negative Declaration (CEQA) and Finding of No Significant Impact (NEPA.)
6) We assumed that the hazardous material within the project limits is limited to aerial deposit lead only.
7) We assumed tie-back walls will be used for the widening of Lemon Avenue Undercrossing Bridge. The design of tie-back walls will require Caltrans Headquarter Office of Special Funded Project (OFSP) review that includes type selection process, unchecked plans, checked plans, initial PS&E and final PS&E.
8) It is our understanding that the City of Industry or the City of Diamond Bar or through its consultant will advertise, award and administer the construction contract. Therefore, we assumed that the PS&E will be reviewed by the local Caltrans District (07) only and no Caltrans Headquarter Office Engineer Review is required. We will obtain an Encroachment Permit for construction once the PS&E is approved at the District level.

EXHIBIT A

SCOPE OF SERVICES

PHASE I –PA/ED

Task 1.1 Preliminary Coordination/Data Gathering

Task 1.1.1 Kick-off Meeting

Requirements: Hold an initial coordination or Kick-off meeting with all key members of the Jacobs' team, the City of Industry, the City of Diamond Bar (the Cities), Caltrans, and other agencies.

Approach: This meeting will provide a forum for introducing the entire project team and agency contacts, reviewing project assignments, establishing lines of communication and procedures/protocol, reviewing project scope and approach, presenting and discussing project issues, reviewing schedule and discussing critical path items. This meeting will involve more people than expected for most PDT meetings and will function more as a workshop than a meeting, whereas, the intent is to establish a foundation of knowledge regarding the project with all of the people that will be involved. This background of the project and its issues will facilitate reviews and coordination as the project is developed.

Products: Meeting Agenda, Meeting Minutes.

Task 1.1.2 Data Gathering

Requirements: To obtain existing and previously documented information for all features of the proposed projects.

Approach: In the initial stage, we will review the existing reports and conceptual plans for the new development both in the City of Industry and Diamond Bar. During the preliminary engineering stage, more data will be needed such as traffic count, traffic forecasts, roadway, bridge and utility as-built plans, aerial mapping, utility maps, city master plan of streets and local development plans. Our efforts in this subtask involve updating and completing our files with additional existing information from the Cities, Caltrans and other agencies.

Product: Listing of needed relevant reference materials and planning and engineering mapping.

Task 1.1.3 Baseline Traffic Analysis and Forecasting

Requirements: Analyze existing traffic conditions within the project limits including traffic volumes, levels of service, ramp operations and accident data. Prepare baseline traffic forecasts and analyze conditions without future improvements.

Approach: Existing traffic conditions will be documented and analyzed based on available current average daily and p.m. peak hour traffic count data and accident data provided by Caltrans. The analysis will consider interchange spacing, ramp configurations, levels of service, turn movement storage and safety. The forecasted traffic conditions will be analyzed for the same considerations as the existing, assuming no roadway improvements are made to the interchanges through the horizon year. Early in the project, a memorandum will be circulated to the PDT regarding the methodology and assumptions to be applied in the traffic analysis and forecasting. We will gain PDT concurrence on these methods and assumptions prior to initiating this task.

Product(s): Traffic Analysis and Forecasting Methodology Memo; Baseline Traffic Analysis and Forecasts.

EXHIBIT A

Summary of Task 1.1 Products

- Kick-off Meeting Minutes
- Listing of relevant reference materials and planning and engineering mapping
- Traffic Analysis and Forecasting Methodology Memo
- Baseline Traffic Analysis and Forecasts

Task 1.2 Public Information and Scoping

PREPARE PROJECT INITIATION NOTICES

We will prepare the required CEQA, NEPA and Caltrans notices to notify local, state and federal agencies and the general public that an environmental document is being prepared. We will prepare a Caltrans Notice of Initiation of Studies (NOIS) for review by the City and Caltrans. We will distribute the NOIS by certified mail. Since the expected type of environmental document is an IS/EA, a Notice of Preparation (NOP) and Notice of Intent (NOI) will not be required.

Public Outreach Plan

We will coordinate with the City and Caltrans in preparing a Public Outreach Plan. The goal of the plan is to reach the general public within the project study area, and to contact the local, state and federal agencies that may have jurisdiction over the project.

Master Distribution and Contact List

We, in consultation with the City and Caltrans, will compile a master distribution and contact list. The list will provide the names and addresses of local, state and federal agencies, special interest groups, and members of the public to be contacted during the notification/review process. A draft master distribution and contact list will be provided to the City for review and approval. We will request the City provide current parcel maps and ownership information for properties along the project alignments.

Informational Meetings

We, the City and Caltrans will host up to two (2) Informational Meetings. It is suggested that one meeting focus on federal and state agencies with jurisdiction over the project. The purpose of the meetings is to communicate the project's (preliminary) purpose, process, status, and to solicit early agency and public input. We, in cooperation with the City, will arrange a suitable location for the informational meetings. The dates and times for each informational meeting are to be determined.

Prepare Meeting Materials and Presentation Boards

We will prepare meeting materials and presentation boards for each informational meeting. The meeting materials will consist of an agenda, sign-in sheets, question fill-in cards, informational fact sheets, etc. We will prepare up to five (5) standard-sized (40 by 30 inch) presentation boards showing the project alternatives. Jacobs will provide conceptual engineering support and survey and aerial mapping to define preliminary route alternatives to be presented to the public. Prior to public meetings, all meeting materials will be presented to the City for review and approval.

Advertise Informational Meetings

We will prepare project notifications for publication in three (3) local newspapers of the City's and Caltrans' choice. The notification will use Caltrans approved format for project notifications. The advertisements will be one-quarter page and will run consecutively for two days. We will arrange advertising using the City's or Caltrans governmental rates for public notification that will be billed to the City.

Prepare Record of Public and Agency Involvement

We will prepare a Record of Public and Agency Involvement that will include letters, agency correspondence, and address comments and issues brought up during the informational meetings.

Task 1.3 Preliminary Engineering

Task 1.3.1 Geometric Plans and Profiles

Requirements: Prepare preliminary layout plans, profiles and cross sections in metric units at 1:1000 scale.

Approach: Preparation of preliminary layout plans, profiles and cross sections will be based on the three PSR/PDS alternatives, the two modified alternatives, and a full standard alternative. The preliminary plans will be developed to meet Caltrans, and the Cities' design standards where possible. Any nonstandard features will be identified and discussed at the PDT meetings to assess options for eliminating the nonstandard features and gain concurrence for requesting design exceptions. All proposed nonstandard features will be defined for documentation in a design exception fact sheet.

Products: Layout Plans, Profiles and Cross Sections; Design Exception Fact Sheets

Task 1.3.2 Structures Advance Planning Studies (if needed)

Requirements: Structure Advance Planning Study (APS) is not required for tie-back walls.

Task 1.3.3 Traffic Analysis

Requirements: Analyze future traffic conditions for the more specific alternatives based on the 20 year forecasted traffic volumes.

Approach: Based on the forecasted (20 year) traffic volumes each improvement alternative will be analyzed for ramp operations, levels of service, turn movement storage and safety.

Product(s): Traffic Analysis for the intersections, the ramps and the connectors.

Task 1.3.4 Geotechnical Investigation

Requirements: Prepare a Preliminary Foundation Reports (PFR) in support of structures Advance Planning Study (APS) and a Preliminary Geotechnical Memorandum in support of the pavement design, as input to preparation of the PR.

Approach: Our preliminary evaluation of the site conditions will include the following activities:

- Review existing Log of Test Borings and as-built information;
- Review selected published geologic documents and maps available for the project area;

- Evaluate the seismic and geologic conditions at the site to estimate seismic data for use with Caltrans design methods; and
- Evaluate potential foundation types and preliminary pavement structural sections for the improvements.

The results of our preliminary evaluation and our preliminary recommendations for the proposed improvements will be summarized in a draft report and submitted for review by the PDT. The report will be revised to incorporate review comments received from the PDT and finalized.

Product(s): Preliminary Geotechnical Engineering Report (Draft and Final).

Task 1.3.5 Utility Coordination

Requirements: An initial investigation will be conducted to identify and confirm all of the potentially affected utilities in the project area.

Approach: To confirm the utility information gathered as part of this proposal effort, we will contact all utility companies and the Cities to request atlases and to advise them of the project. From the atlases and field review we will identify existing utilities and add the basic schematic of significant, potentially affected utilities to the project base map. We will prepare a report on our findings including an electronic file with the locations of the major utilities.

Products: Utility Map.

Task 1.3.6 Right-of-Way Requirements

Requirements: Prepare a project right-of-way base map. Prepare right-of-way cost estimates in the form of Caltrans Right-of-Way data sheets for each property.

Approach: Based on the project alternatives developed in the preliminary engineering tasks and a thorough review of right-of-way maps, monumentation maps, monument description and coordinate lists, parcel maps, tract maps, records of survey and assessor's maps, we will prepare right-of-way maps that clearly delineate any additional rights of way that would be required.

Products: Right-of-Way Requirements; Right-of-Way Data Sheets.

Task 1.3.7 Stage Construction/Traffic Handling

Requirements: Develop a conceptual plan for staging construction and traffic control to minimize disruption and maintain access to businesses and residents during construction.

Approach: These plans will be developed at a conceptual level and illustrated with schematic drawings to note the major features and stages of construction. At this stage we are concerned with identifying construction issues that influence the viability of the alternatives.

Product(s): Construction Staging Concept Schematics.

Task 1.3.8 Storm Water Data Report

Requirements: Develop a PA/ED level Storm Water Data Report and prepare a checklist and PA/ED Process Summary Forms according to the current Caltrans Best Management Practice (BMP) policy.

Approach: The Storm Water Data Report will go through a checklist and a decision tree to determine whether a BMP is applicable to the project site. If it is determined applicable, a conceptual plan will be developed and cost estimates will be included.

Product(s): Storm Water Data Report

Task 1.3.9 Cost Estimates

Requirements: Prepare preliminary construction cost estimates for the proposed improvements.

Approach: The cost estimates will follow the format defined in the Caltrans Project Development Procedures Manual and will address the major cost items such as roadway, structures (per APS), retaining walls, maintenance of traffic, potential environmental mitigation and right-of-way (per R/W Data Sheets).

Product: Construction Cost Estimates

Summary of Task 1.3 Products

- Layout Plans, Profiles and Cross Sections
- Design Exception Fact Sheets
- Traffic Analysis
- Preliminary Geotechnical Engineering Report (Draft and Final)
- Utility Map
- Right-of-Way Requirements
- Right-of-Way Data Sheets
- Construction Staging Concept Schematics
- Storm Water Data Report
- Construction Cost Estimates

Task 1.4 Environmental Technical Studies

We will prepare technical studies for traffic, air quality, noise, biology, water quality, cultural resources, relocation impacts and business impacts to provide baseline resource information needed for the preparation of the IS/EA. The following technical studies will be prepared:

Task 1.4.1 Air Quality

We will prepare an air quality analysis to satisfy state and federal environmental requirements and the conformity provisions of the Clean Air Act Amendments (CAAA). The analysis will include an evaluation of the existing conditions within the study corridor: description of the air basin, current air pollution levels and trends, and the region's compliance with state and federal standards. The assessment will address both project and local level changes in air quality.

Project-level emissions will be estimated from changes in travel activity (vehicle miles traveled) as generated in the traffic study.

The local level analysis will be conducted of carbon monoxide (CO) concentrations using the Caltrans- and EPA-approved CALINE4 computer model. Model inputs, including meteorology, traffic data (for the worst peak hour, either AM or PM), and emissions data (from the latest version of EMFAC series), will be developed according to Caltrans CO protocol, and Caltrans Air Quality Technical Notes. Up to eight air quality receptors will be selected according to EPA-recommended criteria and will include locations of maximum concentrations. A qualitative discussion on local particulate matter (ten microns or less) (PM10) impacts will be prepared in accordance with Caltrans' Project-Level PM10 Hot-Spot Analysis interim guidance procedure. An analysis of construction related air emissions will be prepared for the most feasible alternative in accordance with the SCAQMD's California Environmental Quality Act (CEQA) and Federal Conformity Guidelines (March 2002). A draft will be submitted to the City and Caltrans for review; upon receipt of comments, then a final Air Quality Report will be provided.

Task 1.4.2 Noise Study

A traffic noise analysis will be conducted to confirm that the project will not violate local, State, or federal noise criteria for highway projects. Tasks to be completed are as follows:

- Identification of existing noise sensitive land uses that may be affected by the proposed project. A map will be prepared to show sensitive noise receptors and noise level contours for review and approval by the City, Caltrans, and FHWA.
- Noise measurements will be taken in the field to verify existing conditions. The noise monitoring locations will be verified by Caltrans and the City prior to the fieldwork.
- Noise modeling will be conducted using a FHWA and Caltrans currently acceptable software program to identify existing no build noise levels, and future peak hour noise levels with mitigation and without mitigation.
- • If a noise impact exists, mitigation measures will be evaluated. Detailed information related to locations and heights of required sound walls (or relocation of existing sound walls) will be provided to Jacobs for its use in developing layout plans for the sound walls.
- • A reasonable and feasible analysis based on feasibility guidelines allowance figures developed by Caltrans and FHWA will be conducted.
-

Task 1.4.3 Natural Environment Study (NES)

We will conduct an evaluation of biological resources of the existing and proposed right-of-way. The evaluation will include a literature review, a field survey of the property, and preparation of a Natural Environment Study per the requirements of the Caltrans Environmental Handbook, Volume 3, Biological Resources (January 2000)

Literature sources to be reviewed will include the California Natural Diversity Data Base, Soil Conservation Service Soil Survey, California Native Plant Society Inventory, and other relevant documents.

The field survey will consist of mapping and describing habitat types, evaluating habitat suitability for sensitive species, noting other pertinent conditions of the site and adjacent lands.

We will prepare the NES summarizing the results of the literature review and site visit. The report will include a description of local and regional setting, description of on-site habitat conditions, assessment of potential habitat for sensitive species, discussion of any areas that may be considered wetlands or jurisdictional waters (see Task 5, Delineation of Jurisdictional Waters), an assessment of potential project impacts in the context of the CEQA/NEPA Guidelines, identification of mitigation measures to offset any potentially significant impacts, and supporting exhibits and appendices as needed. The report will be suitable for inclusion as a technical appendix to a CEQA/NEPA document.

Preliminary review of the site and information contained in the PSR indicates that no endangered species will be affected by the project, and there is no need for preparation of a Biological Assessment. In the unlikely event that endangered species are later found during field surveys, then a scope of work and budget will be provided for that effort.

Task 1.4.4 Cultural Resources

All cultural resource efforts will comply with Section 106 of the National Historic Preservation Act (NHPA). Section 106 compliance will include conducting all studies in compliance with:

- • Caltrans Environmental Handbook Volume II, Cultural Resources
- • Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-aid Highway Program in California.

The scope of this proposal assumes that the Area of Potential Effects (APE) Map will be prepared by HNTB, for approval by Caltrans and FHWA;

CALTRANS STUDY AREA/APE MAP

We will coordinate/negotiate the delineation of the project Study Area and APE with Caltrans and the client.

ARCHIVAL AND HISTORIC RESEARCH

We will obtain a cultural resource records search from the South Central Coastal Information Center, located at California State University, Fullerton. The Information Center is the state-designated repository for records concerning cultural resources in Los Angeles County. The records search will provide information on known cultural resources and on previous cultural resources investigations within a one-mile radius of the project area. Data sources that will be consulted at the Information Center include archaeological site and artifact records, historic maps, reports from previous studies, and the state's Historic Resource Inventory (HRI) for the project area, which contains listings for National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), California Historical Landmarks (CHL), and California Points of Historical Interest (CPHI).

In addition, we will conduct a title search for the properties within the APE to determine built dates for any structures. As it is assumed that at least one potentially historic structure will be within the APE (the greenhouse referenced in the APE), the additional tasks of consultation and research with local historical societies and preservation groups will be required for compliance with Caltrans guidelines and the FHWA Programmatic Agreement.

NATIVE AMERICAN CONSULTATION

We assume that Caltrans District 7 will contact the Native American Heritage Commission (NAHC) and conduct the consultation with the designated groups.

FIELD SURVEY

We will conduct a systematic field survey of portions of the APE that are not obscured by asphalt/concrete. This scope is based on the assumption that the APE will extend 100 feet from the existing edge of the roadway construction. The survey will include transects spaced approximately 10-15 meters apart. The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native American) or historic (non-Native American) archaeological materials and other potential historic resources (e.g., structures, bridges, railroads, mines, or canals). Any previously unrecorded resources identified during the survey will be recorded on State of California DPR 523 forms to meet state standards.

REPORTS

We will prepare a Caltrans format Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) according to Caltrans specifications. In addition, due to the assumption of at least one historic building within the project area, a Caltrans-format Historic Resources Evaluation Report (HRER) will be required. The reports will describe: 1) the results of Native American Consultation 2) research and field methods used in identifying cultural resources; 3) the archaeological and historic resources identified in the project vicinity; and 3) the potential of the project to adversely impact any archaeological or historic resources. It is assumed that at least one historic building is located within the APE that will require evaluation as per the FHWA Programmatic Agreement. All buildings, structures, and resources that can be eliminated by Categorical Exemption will be exempted from evaluation. If recommendations for further studies are warranted, these will be presented in the cover letter to the client.

Task 1.4.5 Floodplain Evaluation Report

We will prepare a Floodplain Evaluation Report in accordance with Caltrans guidelines (Environmental Handbook, Volume I, Chapter 17) based on the Location Hydraulic Study prepared by the project civil engineer (pursuant to 23CFR650A). The report will discuss potential impacts and mitigation measures related to floodplain encroachment, flood related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

Task 1.4.6 Water Quality Assessment Report

We will prepare a Water Quality Assessment Report to address the project impacts on water quality based on current Caltrans guidelines [Environmental Handbook Volume 1, Chapter 9, Water Quality (these guidelines are currently undergoing revisions)] and will incorporate the available data. The report will discuss receiving waters conditions, objectives, and beneficial uses as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan (SWMP).

Task 1.4.7 Visual Quality

We will prepare a Visual Impact Assessment in accordance with FHWA and Caltrans guidelines to assess the visual quality impacts on various viewer groups and to recommend mitigation for adverse impacts. The existing, proposed, and mitigated visual condition will be analyzed for vividness, intactness, unity, and overall visual quality. Viewer response to visual changes will also be evaluated to determine potential impact. Up to three (3) visual simulations will be prepared. A draft and final Visual Impact Assessment will be provided for City and Caltrans review.

Task 1.4.8 Growth Inducement

We will review planning documents to identify existing and future improvements/ developments to determine the proposed projects potential for inducing growth. In addition, cumulative effects associated with impacts of this and other projects in the area will be analyzed for the following issues: traffic and air quality, project-specific growth impacts (new housing, retail and commercial development), wetlands conversion, noise, water quality, hazardous waste, and visual quality impacts. A draft and final Growth Inducement Report will be provided for City and Caltrans review.

Task 1.4.9 Relocation Impact Report

We will prepare a Draft Relocation Impact Report (DRIR) to comply with the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 as amended, and Chapter 10 of the Caltrans Right-of-Way Procedural Handbook. The DRIR will identify the characteristics of potential relocations due to the increased project right-of-way, and identify and evaluate potential relocation difficulties and impacts on the local tax base. A draft and final Relocation Impact Report will be provided.

Task 1.4.10 Impacts of Brea Canyon Road Eastbound Ramp Closure

Alternative 3 (currently the preferred alternative) would relocate the eastbound on and off-ramps currently located at Brea Canyon Road to Lemon Avenue. We will prepare a "Roadside Business Analysis" per the standards contained in the Caltrans Environmental Handbook, Chapter 4 – Community Impact Analysis, Section 4.8.4.

The focus of the study will be to determine, in a qualitative fashion, how the potential ramp relocation will affect the businesses currently located at the Brea Canyon Road off-ramp. The study will look at how traffic volumes might change on Brea Canyon Road and Golden Springs Drive, and thereby affect "impulse purchases," particularly at fast-food restaurants. The study will also discuss the potential for changes in traffic intercepted from the freeway.

Note that we are not proposing a detailed economic study of the ramp relocation on the local businesses because Caltrans does not normally consider such impacts significant. If such a quantitative analysis is required, then we will contract with a consultant that specializes in retail economics.

Task 1.5 Initial Study/Environmental Assessment

We will prepare the Initial Study/Environmental Assessment (IS/EA) per Caltrans and FHWA guidelines. The format of the document will be determined in discussions with the agencies.

Task 1.5.1 Preparation of Screencheck Initial Study/Environmental Assessment

We will incorporate the purpose and need/project description from Task 2.0 and the technical studies conducted in Task 3.0. Based upon available data, we will prepare sections for land use, public safety, public services, recreation, and utilities. We will rely on Leighton's geotechnical and hydrology information. The IS/EA will determine:

- If the project will have any significant adverse effects on the environment under both State and federal standards
- Identify potential mitigation measures for such impacts
- Determine if the mitigation measures reduce all impacts below a level of significance.

The Screencheck IS/EA will be provided to agencies for review and comment. The Screencheck IS/EA will be revised by Jacobs in response to the agencies' comments and a revised Screencheck IS/EA will be provided to the agencies for review and comment.

Task 1.5.2 Public Review of IS/EA

The IS/EA has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the IS/EA. We will prepare the requisite public notices under State and federal law for distribution of the IS/EA. We will prepare 40 hard copies of the IS/EA document, 100 electronic (PDF) copies of the IS/EA with the technical appendices, and five hard copies of the technical appendices. We will coordinate the preparation of the distribution list with the City, Caltrans and FHWA; we assume that the agencies will distribute the document.

Task 1.5.3 Response to Comments/Mitigated Negative Declaration

At the close of the public review period for the IS/EA, we will meet with Caltrans and FHWA staff to review any comments on the IS/EA that were received, and to discuss potential responses to these comments.

We will then formulate responses to the comments on the IS/EA. Once draft responses to comments are completed, they will be submitted to the agencies' staff for review and comment. The agencies' comments will be incorporated into the response to comments document, which will be submitted to Caltrans as an appendix in the IS/EA for use in public hearings.

We will also prepare the draft Mitigated Negative Declaration (MND) Sheet for attachment to the IS/EA.

Mitigation Monitoring Program: Prior to Caltrans hearings on the proposed project and, IS/EA and the MND, we will prepare a mitigation monitoring plan, including monitoring forms, to assist Caltrans in implementing the mitigation measures contained in the IS/EA.

Final Administrative Record: Prior to Caltrans action on the IS/EA and MND, We will assist the City and Caltrans to prepare appropriate findings and the Administrative Record.

Public Hearings: Two public hearings for the public are anticipated. Additional public hearings will be attended on a per meeting basis.

Task 1.5.4 Completion of NEPA Process

Following public review of the IS/EA, a Negative Declaration/Finding of No Significant Impact (ND/FONSI) will be prepared by Jacobs. The final steps in the NEPA process are dependent on the procedures of the FHWA, and any agreements with the cooperating agencies. The most likely outcome is the preparation of a "Finding of No Significant Impact" (FONSI). Jacobs has included a lump sum budget amount for the completion of the federal process that would include preparation of a Draft FONSI for agency use.

Task 1.6 Jurisdictional Delineation and Permit Requirements (If required)

The PSR indicates the potential to affect a riparian area that may be under the jurisdiction of the US Army Corps of Engineers and the California Department of Fish and Game. The following scope tasks will be conducted if the project affects such riparian areas.

We will prepare and process applications for project permits required for compliance with Sections 401 and 404 of the Federal Clean Water Act, and Section 1602 of the California Fish and Game Code. Section 401 permits are under the regulatory authority of the Regional Water Quality Control Board (RWQCB), Section 404 permits are under the U.S. Army Corps of Engineers (Corps), and Section 1602 permits are under the California Department of Fish and Game (CDFG). Section 7 Consultation is under the regulatory authority of the U.S. Fish and Wildlife Service (USFWS).

This scope is based upon the assumption that the project will qualify for a Nationwide Permit under Nationwide Permit #14. Under the Nationwide Permit program, no individual crossing (or multiple crossings of a single watercourse) may exceed 0.5 acres of temporary or permanent impact. This cannot be verified until the jurisdictional determination is approved by the Corps.

Task 1.6.1 Coordinate with Project Team

We will coordinate with members of the project team to review the anticipated permitting approach, discuss and identify any additional information needs, and review the projected permitting schedules. It is anticipated that coordination can be accomplished via telephone, mail, and fax but up to six team meetings will be required. Objectives of the coordination will include identifying feasible mitigation options and preparing for initial and final coordination with regulatory agencies.

We will be responsible for arranging any meetings; preparing agendas; and distributing minutes and other relevant materials.

Jurisdictional Delineation

Regulatory Background

Under Section 404 of the Federal Clean Water Act, the U.S. Army Corps of Engineers (Corps) regulates discharges of dredged or fill material into waters of the United States, including wetlands. Waters of the United States include essentially any drainage course with defined banks or other evidence of flow. The California Department of Fish and Game (CDFG), through provisions of the State of California Administrative Code, is empowered to issue agreements for any alteration of a river, stream or lake. Streams (and rivers) are defined by the presence of a channel bed and banks, and at least an intermittent flow of water. The California Regional Water Quality Control Board (RWQCB) is responsible for the administration of Section 401 of the Clean Water Act and issuance of a Water Quality Certification for discharge of fill into waters of the U.S. or Waste Discharge Requirements for waters of the state. The project is within the jurisdiction of the Santa Ana RWQCB.

Jurisdiction Delineation

We will prepare the jurisdictional delineation report for review and approval by the agencies.

Initial Coordination with Regulatory Agencies

We will schedule, arrange, and prepare any necessary materials for a pre-application consultation with the involved agencies. The objectives of the meetings would be to describe the proposed project, discuss permitting approach, and identify potential mitigation options. We will arrange meetings with representatives of the Corps, CDFG, and RWQCB.

We will summarize and document the results of agency coordination in a letter. The letters will be submitted to the respective agencies with copies to project team members.

Permit Application

Based on the results of the jurisdictional determination and the outcome of the initial coordination with the involved agencies, we will prepare and submit the necessary permit application materials. We anticipate that:

- The Corps will provide Section 404 authorization under a Nationwide Permit (NWP) 14;
- A Section 401 water quality certification will be issued by the RWQCB; and
- The CDFG will provide a Streambed Alteration Agreement under Section 1602 of the Fish and Game Code.

Section 404 Permit Application

We will prepare permit applications accordingly. Each application packet will be reviewed with the project team and any required changes will be made prior to submittal to the respective agencies. It is anticipated that the permit application materials will include the following materials:

- The jurisdictional delineation completed by Jacobs;
- The Request for Authorization under the NWP 14, which includes cover letter to the Corps, an explanation of the project, description of impacts, site plan, and graphics;
- A preliminary mitigation and monitoring plan based on Corps guidelines. The plan will include information on how on-site impacts will be mitigated to replace jurisdictional areas that will be lost;
- A final mitigation plan will be prepared and submitted following Corps review of the application packet. The final mitigation plan will incorporate appropriate conditions based on the Federal and State agency review and comment;
- Complete copies of the Section 401 and 1602 applications will be included; and
- We will prepare all necessary graphics and other supporting materials. Wherever feasible, existing materials will be used to minimize costs.

Section 401 Water Quality Certification Application

We will prepare written correspondence requesting water quality certification including the following materials:

- We will use information prepared for the 404 application to provide a complete project description. This will include the purpose, location, total site acreage, types of water bodies within the site, and total acres of waters of the U.S.

- We will prepare an assessment of water quality impacts addressing types of fill material to be discharged, impacts to beneficial uses of the water body, and any expected water diversions
- Standard Regional Board Application form;
- A complete copy of the Section 404 application will be included;
- A complete copy of the Section 1602 application will be included;
- A copy of the final environmental (CEQA) document for the project must be included, including the certification of the final document;
- Other appropriate material as may be required by the RWQCB;
- Filing fee to be provided by City based on acreage of fill material to be deposited in jurisdictional waters ($2,150 per acre, expressed in hundredths of acres) with a $500 base price or $5.00 per linear foot, whichever results in the higher fee)
- Coordination with the project's civil engineer will be required to ensure that the proposed project does not result in an increase in the volume of runoff to be discharged from the site and to ensure that all runoff from developed surfaces is treated for water quality purposes before it is discharged from the site.

Section 1602 Streambed Alteration Agreement

We will submit the following materials to the CDFG:

- A standard CDFG Notification of Lake or Streambed Alteration
- A CDFG Lake and Streambed Alteration Program Project Questionnaire
- A CDFG Wild and Scenic Rivers Evaluation Form
- A copy of the report on the delineation of jurisdictional waters
- A copy of the Section 404 application to the Corps
- A copy of the preliminary mitigation and monitoring plan prepared for the 404 application with a provision to submit the final plan upon its completion
- A copy of the Section 401 application to the RWQCB
- A copy of the final environmental (CEQA) document for the project must be included
- Appropriate plans, exhibits, and maps
- Filing fees are to be provided by the City of Industry, based on currently proposed revisions to California Fish and Game Code the filing fees could be as much as $5,000.

Project Team Review/Revisions

Draft versions of all permit application materials will be submitted to members of the project team for review and comment prior to submittal to any regulatory agencies.

Follow-Up Coordination

Consultation and coordination will be required with the applicant, project team, and involved regulatory agencies during the review of application materials. Following submittal of the applications, we will coordinate with the involved regulatory agencies to respond to agency questions and submit any additional information that may be requested. We have assumed that coordination will take place primarily by telephone, fax, and mail. The proposed schedule and cost estimate includes attendance at three meetings.

During this process, we will coordinate closely with the project team with regard to any agency concerns, questions, or request for additional materials that may arise.

Task 1.7 Project Report

Task 1.7.1 Draft Project Report

Requirements: To prepare a draft PR according to Caltrans Project Development Procedures Manual incorporating the Cities' requirements and Caltrans design standards.

Approach: Based on the preliminary engineering and the concurrence of the Project Development Team (PDT), we will present all the viable alternatives in the DPR. Caltrans, the Cities and other stakeholders will complete reviews of the draft PR. We propose a PDT meeting after reviews are complete, but before comments are formalized to discuss the comments from all reviewers. This forum provides the opportunity to openly discuss conflicting comments with all reviewers present, to dispense of easily addressed/explained and duplicate comments and to gain concurrence on the comments to be incorporated in the final PR. Subsequent to this meeting, one set of formal comments will be compiled. This approach has expedited reviews on other projects and we anticipate it to be very effective for this project.

Product: Draft PR

Task 1.7.2 Final Project Report

Requirements: Based on the draft PR, and comments from the public outreach program, the PDT will select a preferred alternative and a final PR.

Approach: The PDT will review the outcome of public hearings and other comments received during ED circulation and recommend a preferred alternative to a Final PR. With a preferred alternative selected, the Jacobs Team will review and incorporate comments on the draft PR and prepare the final PR for the City, and Caltrans approval. The final PR will also address any changes in the improvement alternatives and cost estimates arising from the environmental studies such as any environmental mitigations or avoidances.

Product: FPR

Summary of Task 1.7 Products

- Draft Project Report
- Final project Report
-

PHASE II – PS&E

Task 2.1 30% PS&E - Roadway

Task 2.1.1 30% Plans

Requirements: Prepare geometric plans and profiles at 1:500 metric scale in accordance with Caltrans standards. Prepare a 30% plan set which will consist of the following drawings:

- Title Sheet
- Key Map
- Typical Sections
- Layout Plans
- Profile & Superelevation Plans

Approach: The 30% plans will be prepared for the Cities, and Caltrans approval and such approval will be documented. Typical sections will be prepared, based on data obtained from Caltrans, the Cities and from the Draft Materials Report.

Product(s): 30% Plan Set (Including Title Sheet, Key Map, Typical Sections, Layout Plans, Profile & Superelevation Plans)

Task 2.1.2 Utility Research, Coordination and Plans

Requirements: Prepare utility plans for 30% design phase.

Approach: During the 30% design phase, we will re-contact all utility owners within the project area. All existing utilities will be identified and plotted based upon atlas information, as-built construction plans, field surveyed locations and USA markings. Plotting will be on sheets at scale 1:500 for 30% plans. Size, material, pressure or voltage will be shown.

Products: Preliminary Utility Plans.

Task 2.1.3 Geotechnical Design Report (GDR) and Materials Report (MR)

Requirements: Prepare a Geotechnical Design Report (GDR) Materials Report (MR) for the project.

Approach: Based on a review of existing subsurface information obtained from Task 3.4, and updated project plans for the site, we will determine the field explorations and technical data necessary for the project. We will prepare a tentative boring location plan to obtain the permits which are anticipated for this project: City and Caltrans Encroachment Permits, Dig Alert Notification from Underground Services Alert (USA) and Rights of Entry for any private properties. We will coordinate the permitting and field exploration for the roadway geotechnical work with the foundation work to increase cost effectiveness and limit traffic disruption.

The field exploration program will consist of drilling and sampling to characterize the general subsurface conditions along the roadway alignment. The exploration for the roadway and separation structure will be performed simultaneously.

The borings will be used to obtain samples for field classification and to perform laboratory tests to evaluate some of the geotechnical properties of the soil encountered. Based on the results of the above tasks, we will evaluate the geotechnical conditions at the site for design of the roadway improvements and provide recommendations for design and construction of the proposed facilities.

We will document our findings and submit a Roadway Geotechnical/Materials Report for the project. The Report will be prepared according to Caltrans guidelines and the applicable portions of California Test 130. We will prepare a Final Materials Report incorporating the review comments received from the PDT.

Product(s): GDR (Draft and Final), MR (Draft and Final).

Task 2.1 Product Summary

- 30% Plan Set (including Railroad 30% Plans)
- Utility Plans
- GDR (Draft and Final), MR (Draft and Final)
-

Task 2.2 Bridge Type Selection (Tie-back Walls)

Task 2.2.1 General Plans and Type Selection

Requirements: Prepare Bridge General Plans Type Selection Documents in accordance with Caltrans OSFP "Information and Procedures Guide" Manual. These documents consist of General Plans, General Plan Estimates, Vicinity Maps, and a Type Selection Memo.

Approach: Based on the geometric plans and Advance Planning Studies, Bridge General Plans will be prepared and Type Selection Documents will be submitted for widening of Lemon Avenue Undercrossing Bridge. The general plans will show the structure or wall layout, elevations and profiles with typical sections for staged construction, and other pertinent information such as clearance and geometric controls. Type Selection Documents are the vehicle for obtaining Caltrans approval of the bridge or wall type, concept staging, and clearances. Trade-off studies will be required for the new retaining wall south of the connector due to possible property and utility impacts, including constructability, cost, site seismicity, seismic return period, drainage, aesthetics and future wall maintenance. Approval will be obtained before proceeding with structural design.

Appropriate members of the Jacobs Team will attend the Type Selection meeting to respond to structural, foundation, utility, geometric, aesthetic, and maintenance of traffic questions.

Product(s): Bridge and Non-Standard Wall General Plans; Structures Type Selection Documents; Updated Structures Cost Estimates.

Task 2.2.2 Structure Foundation Report(s) (Draft & Final)

Requirements: Prepare a Foundation Report and Log of Test Boring sheet. Draft and Final Foundation Reports will be developed for the proposed tie-back walls.

Approach: The field exploration program will consist of drilling and sampling to characterize the general subsurface conditions for the structure foundations and to evaluate site geology and seismicity. Again, we expect that the drilling for the roadway and separation structure can be performed within the same mobilization period. These additional borings will be used to obtain samples for field classification and to evaluate some of the geotechnical properties of the soil encountered as they pertain specifically to the foundations and structures proposed.

Based on our analysis and evaluation of geotechnical conditions, we will prepare a draft Foundation Report for the structure and submit it for review by the rest of the design team, the Cities and Caltrans. This Foundation Report will provide recommendations for the design of the wall foundations. We will also prepare one Log of Test Borings sheet for the undercrossing bridge. The Log of Test Borings sheets will be submitted with the Foundation Reports.

We will prepare Final Foundation Report incorporating review comments received from Caltrans, the Port, and the design team.

Product(s): Foundation Report (Draft and Final); Log of Test Borings.

Task 2.2 Product Summary

- Bridge and Non-Standard Wall General Plans
- Structures Type Selection Documents
- Updated Structures Cost Estimates
- Foundation Report (Draft and Final)
- Log of Test Borings
-

TASK 3.0 60% PS&E

Task 3.1 60% PS&E - Roadway

Task 3.1.1 Hydrology and Drainage

Requirements: Prepare a Hydrology Report showing off-site drainage flows and impacts of the design storms on local properties. Cities, and Caltrans guidelines will be addressed in the report. Prepare a Drainage Report including hydrology and hydraulic calculations, preliminary pipe sizing, preliminary pipe routing, bridge deck drainage and flood control channel.

Approach: Existing drainage facilities will be reviewed for adequacy. Drainage impacts from the proposed construction will be evaluated based on hydrologic data maintenance records, and field evaluation of existing drainage facilities.

Product(s): Hydrology Report; Drainage Report.

Task 3.1.2 Roadway Plans

Requirements: Prepare roadway plans and quantities to a 60% level of engineering design. Prepare draft special provisions for roadway elements of construction.

Approach: The 30% submittal Skeleton roadway plans will be used as a base to design contour grading, construction details, and quantity summaries. Comments received at the 30% submittal will be reviewed with the Port and Caltrans and incorporated. Draft Special Provisions will be edited using Microsoft Word (Caltrans latest version) in accordance with Caltrans editing standards.

Product(s): Title Sheet; Typical Sections; Key map and line index; Layout Plans; Profile & Superelevation Plans; Construction Details; Contour Grading; Quantity Summary Sheet; Draft Roadway Standard Special Provisions.

Task 3.1.3 Drainage Plans

Requirements: Prepare drainage plans and quantities to a 60% level of engineering design.

Approach: Drainage plans will be prepared at 1:500 scale to show the locations of channels, culverts, headwalls, inlets and pipes. Drainage profiles and draft quantity sheets will be included. The drainage improvements will be designed based on the analysis and findings of the Drainage Report and will allow for both current and future conditions.

Product(s): Drainage plans, profiles, and quantities.

Task 3.1.4 Lighting and Signal Plans

Requirements: Prepare lighting and signal plans and quantities to a 60% level of engineering design.

Approach: Lighting will be provided as required at the intersections and ramp connections. Lighting plans will be prepared at 1:500 scale showing placement of luminaries, conduit runs, and service enclosures. Proposed service locations will be identified and coordinated with the electric utility.

The traffic signal plans for new and modified signal installations will be prepared in Metric 1:200 scale. Ramp terminal signal designs will conform to Caltrans design standards, and City intersections will conform to City of Diamond Bar design standards as well.

Product(s): Lighting Plans and Signal Plans, Details and Quantities.

Task 3.1.5 Pavement Delineation Plans

Requirements: Prepare pavement delineation plans and quantities to a 60% level of engineering design.

Approach: Pavement delineation plans will be prepared at 1:500 scale to indicate placement of painted and thermoplastic stripes and markings, and markers and delineators. Quantity summaries will be provided in accordance with Caltrans format. Cities pavement marking specifications will be incorporated for Cities' facilities.

Product(s): Pavement Delineation Plans, Details, and Quantities.

Task 3.1.6 Signing Plans

Requirements: Prepare signing plans to a 60% level of engineering design.

Approach: A signing plan will be prepared in accordance with current Highway Design Manual and City signing criteria. Panel details will be prepared as required. If overhead signs are involved, consideration will be given to salvaging in accordance with standard Caltrans policies.

Product(s): Signing Plans.

Task 3.1.7 Stage Construction, Traffic Control and Detour Plans

Requirements: Prepare stage construction, traffic control and detour plans to a 60% level of engineering design.

Approach: Stage construction and traffic control plans will be developed to minimize disruption and maintain traffic. Special attention will be paid to maintaining adequate access to local business and residences during the construction period. These plans will build upon the preliminary staging concepts previously developed. Plans will be prepared to meet City and Caltrans requirements.

Product(s): Stage Construction and Traffic Handling Plans; Detour Plans; Construction area signs; Lane closure charts.

Task 3.1.8 Traffic Management Plan

Requirements: Prepare a Traffic Management Plan (TMP) for the maintenance of traffic circulation during construction of the proposed improvements.

Approach: The primary objective of the Traffic Management Plan (TMP) will be to provide for continuous traffic circulation and access while providing adequate and efficient construction areas and maintaining a high level of traffic safety. Increasing the public's awareness of the project's benefits, impacts, and activities will be key feature of the TMP. The plan will be developed in cooperation with the City and Caltrans with involvement by the local business community.

Product(s): Traffic Management Plan.

Task 3.1.9 Storm Water Data Report

Requirements: Prepare a Storm Water Data Report.

Approach: The draft Storm Water Data Report will be prepared according to the current Caltrans Storm Water Quality Handbooks and BMP.

Product(s): Storm Water Data Report.

Task 3.1.10 Construction Cost Estimate

Requirements: Prepare a cost estimate for the construction of all proposed roadway and structures elements.

Approach: A construction cost estimate will be prepared based on the roadway and structures plan set and Caltrans recent bid prices in the area. It will include pay item codes, descriptions, quantities and unit prices in standard Caltrans BEES format. Opportunities for construction cost reduction will be investigated as warranted.

Product(s): Draft Cost Estimate.

Task 3.1.11 Landscaping and Irrigation Plans

Requirements: Prepare landscape and irrigation plans and quantities to a 60% level of engineering design.

Approach: Plans, Specifications and Estimates will be prepared for clearing, planting and irrigation for the right-of-way and all other disturbed areas based on the approved conceptual plan. Field investigation will determine the location of existing plant materials and irrigation systems and the extent of disturbance during construction. Special requirements for protection and maintenance of existing material during construction, detailed planting plans, locations of irrigation heads, main and lateral lines, valves, water meters, backflow preventers, sprinkler schedules and irrigation quantity sheets will be included in this group of plans.

Product(s): Landscape and Irrigation Plans.

Task 3.1 Product Summary

- 60% Roadway PS&E
- Hydrology/Drainage Report
- TMP
- Storm Water Data Report
-

Task 3.2 Final Design Unchecked – Structures (Tie-back Walls)

Task 3.2.1 Bridge Structure Plans

Requirements: Prepare bridge plans and quantities to a 60% level of engineering design.

Approach: The initial complete set of bridge and nonstandard retaining wall (if any) construction drawings will be submitted for review. Structure General Plans will be developed into designs in accordance with current Caltrans bridge design practices for seismic loading, live loading, and dead loading. Based on the design, plans will be developed. Bridge plans will include deck contours, reinforcement, details, foundation plan, and log of test borings.

Product(s): Structure Plans; Retaining wall plans, details, and quantities.

Task 3.2 Product Summary

- Non-Standard Retaining Wall Plans
- Structure Plans
- Retaining wall plans, details, and quantities

Task 4.0 100% PS&E (Combined 90% & 100%)

Task 4.1 100% PS&E - Roadway

Task 4.1.1 Roadway Plans

Requirements: Prepare the final roadway PS&E.

Approach: After City, Port and Caltrans review of the 60% complete roadway and structures submittal, comments received will be tabulated and reviewed. Comment resolutions will be determined jointly with all parties. Changes will then be incorporated into the plan set. Final roadway PS&E quality assurance/quality control checking will be performed and any outstanding items resolved. Final, checked roadway plans will be prepared and submitted to the Cities and Caltrans District 7.

Product(s): Complete Roadway PS&E.

Task 4.1.2 Roadway Special Provisions

Requirements: Prepare Final Roadway Special Provisions.

Approach: Comments received from the Cities, District 7 Project Development, and the District Office Engineer reviews will be incorporated into the edited special provisions. Roadway and structures files will be merged and submitted in accordance with standard Caltrans practices.

Product(s): Roadway Special Provisions.

Task 4.1.3 Roadway Construction Cost Estimate

Requirements: Prepare the final roadway construction cost estimate.

Approach: Final roadway quantity estimates will be prepared based on the roadway plans and special provisions. Bid prices will be obtained from Caltrans Construction Cost Data and the Construction Cost Index published by the Headquarters Office of Office Engineer. Costs for City work, supplemental work, State- or City-furnished materials and expenses, and contingencies will be separated.

Product(s): Roadway construction cost estimate.

Task 4.1 Product Summary

- Complete Roadway PS&E

Task 4.2 100% PS&E – STRUCTURES (Tie-back Walls) (Note: Caltrans OSFP requires 90% and 95% submittals, however the requirements are similar to the 100% submittal)

Task 4.2.1 Structure Plans

Requirements: Prepare the final structures PS&E.

Approach: After reviews and comments on the 60% bridge plans, independent bridge calculations in accordance with Caltrans policies will be prepared. Following this check, bridge plans will be completed and comments incorporated. Special provisions and the construction cost estimate will be prepared and submitted.

Realizing that independent bridge design calculations must be prepared by a qualified bridge design team not involved in the original design development, the Jacobs Team plans to have a separate team of experienced bridge engineers perform the design of the overcrossing structure widening. We plan to have the independent bridge checks provided by the other team of bridge engineers from the Jacobs Team. These checks will be conducted in accordance with standard Caltrans practice for the independent check.

Structure special provisions will be reviewed for compatibility with the roadway special provisions and pay items. Pay items will be reviewed for consistency with Caltrans standard practices for segregation of structure pay items and to verify that all work items are covered.

Final roadway plans will be consolidated with the structure plans and submitted for the Cities and Caltrans review.

Product(s): Final Structural Plan Set; Final Structural Special Provisions; Final Structural Engineer's Estimate.

Task 4.2.2 Structure Special Provisions

Requirements: Prepare Final Structures Special Provisions.

Approach: Structure special provisions will be reviewed for compatibility with the roadway special provisions and pay items.

Product(s): Structure Special Provisions.

Task 4.2.3 Structure Construction Cost Estimate

Requirements: Prepare final construction cost estimate for structures.

Approach: The Engineer's Estimate for the structures will also be formatted for input into BEES. Pay items will be reviewed for consistency with Caltrans standard practices for segregation of structure pay items and to verify that all work items are covered.

Product(s): Final Structures Construction Cost Estimates.

Task 4.2 Product Summary

- Final Structural Plan Set
- Final Structural Special Provisions
- Final Structural Engineer's Estimate
- Structure Special Provisions
- Final Structures Construction Cost Estimates

Task 4.3 Resident Engineer's File

Requirements: Prepare the Resident Engineer's File and Surveyor's File for use during the construction phase.

Approach: Following approval of the PS&E, the Resident Engineer's File will be established to furnish relevant correspondence and other information that are important to the construction of the project. Included in the file will be permits, copies of utility relocation notices, materials information, and other pertinent correspondence, notices, engineering calculations and other data. Instructions to the Resident Engineer will be prepared to describe any unusual project elements, coordination requirements or prior agreements affecting the construction. Additionally, a section of the file will address the history of coordination and negotiation with property owners and residents, and commitments made to owners for coordination/notification during construction.

Product(s): Resident Engineer's File.

EXHIBIT A

Lemon Ave/SR60 Interchange Improv
COST ESTIMATE SUMMARY
July 28, 2005

STAFF TITLE	STAFF NAME	TOTAL HOURS		HOURLY RATE* ESCALATED	LABOR COSTS
PIC	Alonso	32		$76.45	$2,446
Proj Mgr	Chen	420		$78.48	$32,963
QA/QC	Sr Staff	164		$68.90	$11,300
Civil Engr Supv	Sr Staff	698		$56.18	$39,214
Structures Supv	Sr Staff	0		$55.12	$0
Drainage Engr	Sr Staff	488		$55.12	$26,899
Sr Civil Engr	Sr Staff	1,139		$53.00	$60,367
Struct Proj Engr	Sr Staff	0		$58.30	$0
Sr Struct Engr	Sr Staff	0		$53.00	$0
Civil Engr	Staff	2,984		$33.92	$101,217
Struct Engr I	Staff	0		$29.68	$0
Roadway CADD	Staff	1,172		$31.80	$37,270
Struct CADD	Staff	0		$33.92	$0
Proj Ctls/Contract Admin	Staff	240		$61.48	$14,755
Proj Admin	Staff	240		$29.68	$7,123

* RATES GOOD THROUGH SEPTEMBER 30, 2007
ESCALATION AS OF OCTOBER 1, 2007 4% ANNUALLY

DIRECT LABOR SUBTOTALS		7,577	$44.02	$333,553
	DIRECT LABOR TOTAL			*$333,553*
OVERHEAD @	140%			*$466,974*
	TOTAL JACOBS LABOR & OVERHEAD			*$800,527*
OTHER DIRECT COSTS (ODC'S):				
	Mileage			
	Reproduction			
	Postage/Deliveries			
	Phone			
	Travel			
	TOTAL OTHER DIRECT COSTS (4% of Total Labor & OH)			*$32,021*
	FEE (10% OF LABOR & OVERHEAD)			*$80,053*
	TOTAL DIRECT COSTS			***$912,601***
Sub Consultants				
	LSA		$230,000	
	Leighton		$84,680	
	Associated Engineers		$275,353	
	Katz, Okitsu		$182,645	
	CNS		$67,062	
	Sub Consultants Total		$839,740	
			$0	
	ADDITIONAL ITEMS			***$839,740***
	TOTAL COSTS			***$1,752,341***

EXHIBIT A

ATTACHMENT 1:
PROPOSAL FOR LEMON AVENUE INTERCHANGE PROJECT (IS/EA with Studies and Permits)
LSA Staffing Allocations for Environmental Services - 6/28/05

Task	Task Description	LSA Labor Classifications: Principal	Prin/PM	Sr. Planner	Analyst	Graphics/GIS	WP	Total Hours By Task	Direct Costs	Total Costs By Task	Total Costs By Major Task
1.0	Preliminary Activities/Management										$48,825
1.1	Project Management	5	60	10	10	5	30	120	$100	$15,350	
1.2	Project Meetings	5	80	40	10	5	20	160	$100	$21,200	
1.3	Public Information and Scoping	5	25	20	20	30	10	110	$100	$12,275	
2.0	Purpose and Need/Project Description	5	40	10	0	15	15	85	$100	$10,950	$10,950
3.0	Technical Studies										$73,485
3.1	Traffic Study (N/A)									$0	
3.2	Air Quality Study	1	5	10	40	4	6	66	$200	$6,535	
3.3	Noise Study	0	20	30	50	10	10	120	$200	$12,750	
3.4	Natural Environment Study	2	10	20	40	10	10	92	$500	$9,780	
3.5	Cultural Resources Study	2	10	12	40	20	6	90	$1,000	$9,890	
3.6	Floodplain Evaluation Report	0	5	4	32	6	6	53	$50	$5,020	
3.7	Water Quality	3	5	4	38	4	6	60	$100	$5,905	
3.8	Visual Assessment	1	10	10	20	30	5	76	$200	$7,765	
3.9	Growth Inducement	2	5	10	20	4	5	46	$50	$4,770	
3.10	Relocation Impact Study	0	10	10	20	4	6	50	$100	$5,370	
3.1	Business Impacts Study	2	10	10	20	4	6	52	$100	$5,700	
4.0	Prepare IS/EA										$58,000
4.1	Screencheck IS/EA	1	40	40	80	24	16	201	$500	$21,785	
4.2	Draft IS/EA	1	20	40	10	10	5	86	$2,000	$12,065	
4.3	Response to Comments/MND	5	45	30	30	7	16	133	$250	$16,150	Note: Fixed Amount of Hours
4.5	Completion of NEPA	5	20	20	10	3	4	62	$250	$8,000	
5.0	PERMITS										
5.1	Coordinate with Project Team	5	3	15	10	5	5	43	$100	$4,805	$38,295
5.2	Jurisdictional Delineation	10	10	20	20	10	10	80	$1,500	$10,400	
5.3	Initiate Contact	5	2	10	10	0	5	32	$75	$3,620	
5.4	Permit Application	15	4	10	10	10	5	54	$75	$6,440	
5.5	Project Team Review/Revisions	10	4	10	10	5	10	49	$200	$5,715	
5.7	Follow Up/Coordination	10	4	20	20	5	5	64	$200	$7,315	
	Billing Rate by Classification	$165	$160	$115	$85	$85	$80				
	TOTAL NOT TO EXCEED									$229,555	$229,555
										SAY	$ 230,000

LSA reserves the ability to make minor changes between line items so long as the "Total Not To Exceed" is not increased.

LSA proposal does not include any filing fees, permit application fees, or mitigation fees/costs.

Notes: The Permitting Budget Assumes a Nationwide Permit. Costs will be reduced if less than the threshold for a Nationwide Permit, and increased if an Individual Permit is Required.

The cost proposal assumes a fixed number of hours for Response to Comments. Additional budget may be required if excessive comments are received.

EXHIBIT A

Leighton Consulting, Inc. for Jacobs Engineering

Lemon Ave Bridge - Phase I ESA & Phase II ESA

Labor Classifications & Hourly Billing Rates	ODC's	Principal $185.00	Sr. Assoc $170.00	Proj. Engr./Geo $130.00	Sr Staff Eng/Geo $120.00	Staff Eng/Geo $105.00	CAD $90.00	Tech. $95.00	Clerical $65.00	LAB/Sub	Total Hours	Total Cost
Environemntal Assessment												
ESA -Historical Review	$ 400	1		7		6					14	2125
ESA -Site Reconnaisance		1		3		10		2			16	1815
ESA -Interviews		1	2			4					7	945
ESA -Report		1	9			25	8		6		49	5450
Phase II -Pre-field Scheduling/Mark-out				2		5					7	785
Workplan		1	7			8					16	2215
Site Safety Plan	$ 600			2		8					10	1700
Permitting				8							8	1040
Field Investigation	$ 9,225	2		8		30				$17,590	40	3[illegible]
Statistical Analysis				4							4	520
Report		4		8		25	12		8		57	6005
										$17,590		
Total Hours		11	18	42	0	121	20	2	14		228	

TOTAL NOT TO EXCEED FEE $ 53,975

+ 22,295
+ 8,410
$ 84,680

Rev:06-27-05

EXHIBIT A

Leighton Consulting, Inc. for Jacobs Engineering

Lemon Ave Bridge - Phase I ESA & Phase II ESA

Labor Classifications & Hourly Billing Rates	ODC's	Principal $185.00	Sr. Assoc $170.00	Proj. Engr./Geo $130.00	Sr Staff Eng/Geo $120.00	Staff Eng/Geo $105.00	CAD $90.00	Tech. $95.00	Clerical $65.00	LAB/Sub	Total Hours	Total Cost
Environemntal Assessment												
ESA -Historical Review	$ 400	1		7		6					14	2125
ESA -Site Reconnaisance		1		3		10		2			16	1815
ESA -Interviews		1	2			4					7	945
ESA -Report		1	9			25	8		6		49	5450
Phase II -Pre-field Scheduling/Mark-out				2		5					7	785
Workplan		1	7			8					16	2215
Site Safety Plan	$ 600			2		8					10	1700
Permitting				8							8	1040
Field Investigation	$ 9,225	2		8		30				$17,590	40	31375
Statistical Analysis				4							4	520
Report		4		8		25	12		8		57	6005
										$17,590		
Total Hours		11	18	42	0	121	20	2	14		228	

TOTAL NOT TO EXCEED FEE $ 53,975

+ 22,295
+ 8,410
$ 84,680

Rev:06-27-05

EXHIBIT A

Leighton Consulting, Inc. for Jacobs Engineering

Lemon Ave Bridge - Geotechnical Investigation

Labor Classifications & Hourly Billing Rates	ODC's	Principal $185.00	Sr. Assoc $170.00	Proj. Engr./Geo $130.00	Sr Staff Eng/Geo $120.00	Staff Eng/Geo $105.00	CAD $90.00	Tech. $95.00	Clerical $65.00	LAB/Sub	Total Hours	Total Cost
Geotechnical Investigation												
Geo -Site Background Review				1	1						2	250
Geo -Field Investigation	10				10					$5,060	10	6330
Geo -Client Meetings				10							10	1300
Geotechnical Engineering Analysis				18	15					$2,555	33	6695
Geotechincal Report Writing		8	5	10	8		16		10		57	6680
Geo -Project Management				8							8	1040
										$7,615		
Total Hours		8	5	47	34	0	16	0	10		120	

TOTAL NOT TO EXCEED FEE $ 22,295

Rev: 03-09-05

EXHIBIT A

Leighton Consulting, Inc.

A LEIGHTON GROUP COMPANY

SUPPLEMENTAL WORK SCOPE AND FEES

Due to a change in the project description and concept, we are augmenting our geotechnical scope of work and fees for the Lemon Avenue undercrossing under SR-60 (Pomona Freeway) in the City of Industry. We propose to drill two additional borings with a truck mounted hollow-stem auger drill rig adjacent SR-60 at both side of the Lemon Avenue undercrossing (within Caltrans right-of-way). We will obtain relatively undisturbed and bulk soil samples from our borings for visual classification and geotechnical laboratory testing. Our borings will be backfilled with the excavated soils, and pavement will be patched at the surface with either cold-mix asphalt or ready-mix concrete, if/when drilling in the street.

Task	Amount
Obtain Caltrans Encroachment Permit	-BY OTHERS-
Field Investigation with Traffic Control (two soil borings)	$5,310
Geotechnical Laboratory Testing (w/ one corrosion suite)	1,200
Engineering Analyses and Report Preparation	1,900
TOTAL:	$8,410.00

Assumptions:

1. We will contact Underground Service Alert, but we are not responsible for damage to unidentified utilities. We can subcontract a private utility locator, at additional cost, to reduce the potential for damaging existing utilities in the drilling area.
2. We assume that an "encroachment permit" for this geotechnical exploration will be obtained from Caltrans by others. However, if we must obtain a permit, we will obtain it at additional cost beyond our basic proposed fee, above.
3. Our fee also does not include a traffic control plan.
4. Traffic control will be provided when drilling in the Caltrans right-of-way in accordance with Caltrans requirements (Caltrans' Standard Plan T10 for shoulder closures), and on public streets in accordance with WATCH manual including an arrow board and cones as needed. However, this proposal excludes the cost of flaggers and CHP, which we assume will not be required.
5. We further assume this additional scope of work will be authorized at the same time as the previous tasks described in our prior proposal, with results incorporated in one report.
6. Drilling will be performed during weekday, daylight work hours. Additional costs will be incurred for nighttime or weekend work.

EXHIBIT A

ASSOCIATED ENGINEERS, INC.

Revised 6.27.05

SR 60/ LEMON, CITY OF INDUSTRY, CA

SURVEYS, MAPPING, RIGHT-OF-WAY DATA SHEETS AND RIGHT-OF-WAY ENGINEERING

8/2/2005

AE DIRECT LABOR

Classification	Name	No of Hours	Hourly Rate	Subtotal
Project Manager	J. Imbiorski	101.0	$194.70	$19,664.70
Chief Mapper	J. Elliott	166.0	$150.26	$24,943.16
L.S.	Staff	340.0	$99.30 *	$33,762.00
CADD Technician	Staff	344.0	$77.88 *	$26,790.72
Survey Technician	Staff	404.0	$81.13 *	$32,776.52
Chief of Surveys	Staff	51.0	$103.84	$5,295.84
Party Chief	Staff	235.0	$106.11 *	$24,935.85
Chainman	Staff	494.0	$103.51 *	$51,133.94
lerical	Staff	156.0	$60.71 *	$9,470.76
Subtotal		2291.0		$228,773.49

OTHER DIRECT COSTS

Photocopies		15000	@ $0.10/sht	$1,500.00
Blueline Prints		500	@ $.42/sht	$210.00
Plan Size Xerox		200	@ $3.60/sht	$720.00
Miscellaneous Deliveries		20	@ $20.00 each	$400.00
Dig Utility Potholes (Pavement)	Est.	5	@ $2750.00 each	$13,750.00
Aerial Sub-consultants	Est.			$15,000.00
Real Estate Appraisal Subconsultant		(R/W Data Sheet for 10 Parcels)		$5,000.00
Title Reports		10	@ $1000 each	$10,000.00
		Total Other Direct Costs		$46,580.00

TOTAL CONTRACT COST $275,353.49

*Rates used are averages for these classifications

Overhead = 116.58%; Fee = 10%

EXHIBIT A

Industry Interchange Projects (Lemon Avenue & State Route 60)

Katz, Okitsu & Associates - Fee Proposal Breakdown

Task	Principal Engineer $190.00	Senior Engr./ Proj. Mgr. $165.00	Principal Planner $165.00	Assoc. Engineer $130.00	Assoc. Designer $95.00	Asst. Engr./ CAD $80.00	Admin. Support $50.00	TOTAL HOURS	TOTAL LABOR COST	Other Costs	TOTAL COST
DESIGN SERVICES											
Traffic Analysis for PSR (incl. traffic counts)			289					289	$47,685	$4,700	$52,385
Traffic Signal Design (up to 3 shts)		15		24	48	120		207	$19,755		$19,755
Pavement Delineation Design (up to 7 shts)		14		14	42	168		238	$21,560		$21,560
Signage Design (up to 10 shts)		10		20	50	80		160	$15,400		$15,400
Overhead Sign Design (up to 1 sht)		4		4	16	32		56	$5,260		$5,260
Street Lighting and Ramp Lighting Design (up to 6 shts)		12		24	52	104		192	$18,360		$18,360
Ramp Meter Design (up to 3 shts)		6		12	24	72		114	$10,590		$10,590
Specifications and Estimates		11		28	44	16		99	$10,915		$10,915
Project Design Coordination and Meetings	12	156					8	176	$28,420		$28,420
TOTAL HOURS	12	228	289	126	276	592	8	1531			
TOTAL COST	$2,280	$37,620	$47,685	$16,380	$26,220	$47,360	$400		$177,945	$4,700	$182,645

EXHIBIT A

LEMON STREET INTERCHANGE - CNS
CITY OF INDUSTRY
TASK: PS&E DESIGN - TIEBACK WALLS

STAFF TITLE	STAFF NAME	TOTAL HOURS	LOADED HOURLY RATE	LOADED LABOR COSTS
Project Engineer	James J. Lu	174	$137.33	$23,895.91
Senior Bridge Engineer	TBD	104	$121.18	$12,602.30
Bridge Design Engineer	Dong Kim	176	$69.53	$12,236.94
Bridge CADD Technician	TBD	172	$88.86	$15,284.33
Structural Design Engr	TBD	10	$94.25	$942.48
DIRECT LABOR SUBTOTALS		636	$102.14	$64,961.97
	TOTAL DIRECT LABOR & OVERHEAD			*$64,962*

OTHER DIRECT COSTS (ODC'S):

Mileage	800	$0.375 per mile	$300
Reproduction/Plotting			$1,400
Postage/Deliveries			$400
Phone			$0
Travel			$0
TOTAL OTHER DIRECT COSTS			$2,100
TOTAL CNS COSTS			$67,062

SUBCONSULTANTS:

	Hours	Billing Hourly Rate	
None	0	$0.00	$0
SUBTOTAL SUBCONSULTANT COSTS		$0	
MARKUP ON SUBCONSULTANTS (0%)		$0	
TOTAL SUBCONSULTANT COSTS			***$0***
TOTAL COSTS			***$67,062***

EXHIBIT B

Project Timeline

See Attached

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LEMON AVE/SR 60 INTERCHANGE IMPROVEMENTS PA/ED & PS&E SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	NOTICE TO PROCEED	0 days	Mon 8/15/05	Mon 8/15/05		
2	PROJECT MANAGEMENT	641 days	Mon 8/15/05	Mon 1/28/08	1	
3	MANAGEMENT	641 days	Mon 8/15/05	Mon 1/28/08		
4	MEETING & COORDINATION	641 days	Mon 8/15/05	Mon 1/28/08		
5	DATA GATHERING	50 days	Mon 8/15/05	Fri 10/21/05		
6	REVIEW/UPDATE EXISTING DATA	15 days	Mon 8/15/05	Fri 9/2/05	1	
7	ENCROACHMENT PERMIT FOR FIELD	20 days	Mon 8/15/05	Fri 9/9/05	1	
8	SURVEY/MAPPING	30 days	Mon 9/12/05	Fri 10/21/05	7	
9	PRELIMINARY ENGINEERING	55 days	Mon 9/5/05	Fri 11/18/05		
10	DEVELOP ALTERNATIVES	20 days	Mon 9/5/05	Fri 9/30/05	6	
11	TRAFFIC ANALYSIS	25 days	Mon 9/5/05	Fri 10/7/05	6	
12	SELECT BUILD ALTERNATIVES	30 days	Mon 10/10/05	Fri 11/18/05	11	
13	ENVIRONMENTAL DOCUMENT	300 days	Mon 11/21/05	Fri 1/12/07		
14	PUBLIC INFO/SCOPING	30 days	Mon 11/21/05	Fri 12/30/05	12	
15	TECHNICAL STUDIES	60 days	Mon 1/2/06	Fri 3/24/06	14	
16	DRAFT ED	20 days	Mon 3/27/06	Fri 4/21/06	15	
17	AGENCY REVIEW	60 days	Mon 4/24/06	Fri 7/14/06	16	
18	PUBLIC CIRCULATION	40 days	Mon 7/17/06	Fri 9/8/06	17	
19	FINAL ED	90 days	Mon 9/11/06	Fri 1/12/07	18	
20	PROJECT REPORT	315 days	Mon 11/21/05	Fri 2/2/07		
21	DEVELOP PR PLANS/COST ESTIMATI	30 days	Mon 11/21/05	Fri 12/30/05	12	
22	FACTSHEET APPROVAL	50 days	Mon 11/21/05	Fri 1/27/06	12	
23	STORMWATER DATA REPORT	40 days	Mon 11/21/05	Fri 1/13/06	12	
24	DRAFT PR	40 days	Mon 1/30/06	Fri 3/24/06	21,23,22	
25	FINAL PR	15 days	Mon 1/15/07	Fri 2/2/07	19	
26	35% PS&E	55 days	Mon 2/5/07	Fri 4/20/07		
27	GEOTECHNICAL REPORT (DRAFT)	30 days	Mon 2/5/07	Fri 3/16/07	25	
28	RIGHT OF WAY REQUIREMENTS	10 days	Mon 3/12/07	Fri 3/23/07	30	
29	UTILITY PLANS	20 days	Mon 2/5/07	Fri 3/2/07	25	
30	LAYOUTS, PROFILES, SECTIONS	25 days	Mon 2/5/07	Fri 3/9/07	25	
31	CALTRANS 35% REVIEW	30 days	Mon 3/12/07	Fri 4/20/07	30	
32	BRIDGE TYPE SELECTION	45 days	Mon 3/12/07	Fri 5/11/07		
33	BRIDGE GENERAL PLANS	15 days	Mon 3/12/07	Fri 3/30/07	30	
34	TYPE SELECTION APPROVAL	30 days	Mon 4/2/07	Fri 5/11/07	33	
35	65% PS&E	90 days	Mon 4/23/07	Fri 8/24/07		
36	PREPARE ROADWAY 65% PS&E	60 days	Mon 4/23/07	Fri 7/13/07	31	
37	HYDRAULIC/HYDROLOGY REPORT	20 days	Mon 4/23/07	Fri 5/18/07	31	
38	GEOTECHNICAL REPORT (FINAL)	20 days	Mon 4/23/07	Fri 5/18/07	31	
39	TRAFFIC MANAGEMENT PLAN	15 days	Mon 4/23/07	Fri 5/11/07	31	
40	STORMWATER DATA REPORT	25 days	Mon 4/23/07	Fri 5/25/07	31	
41	CALTRANS 65% REVIEW	30 days	Mon 7/16/07	Fri 8/24/07	36	
42	INITIAL BRIDGE PS&E SUBMITTAL	60 days	Mon 5/14/07	Fri 8/3/07		
43	95% BRIDGE PS&E	30 days	Mon 5/14/07	Fri 6/22/07	34	
44	CALTRANS OSFP REVIEW	30 days	Mon 6/25/07	Fri 8/3/07	43	
45	100% PS&E	90 days	Mon 8/27/07	Fri 12/28/07		
46	PREPARE ROADWAY 100% PS&E	60 days	Mon 8/27/07	Fri 11/16/07	41	
47	CALTRANS 100% REVIEW	30 days	Mon 11/19/07	Fri 12/28/07	46	
48	FINAL BRIDGE PS&E	60 days	Mon 8/6/07	Fri 10/26/07		
49	PREPARE FINAL BRIDGE PS&E	30 days	Mon 8/6/07	Fri 9/14/07	44	
50	CALTRANS OSFP REVIEW	30 days	Mon 9/17/07	Fri 10/26/07	49	
51	DESIGN OVERSIGHT APPROVAL	20 days	Mon 12/31/07	Fri 1/25/08		
52	CALTRANS FINAL APPROVAL	10 days	Mon 12/31/07	Fri 1/11/08	47,50	
53	ISSUE ENCROACHMENT PERMITS	5 days	Mon 1/14/08	Fri 1/18/08	52	
54	RESIDENT ENGINEER'S FILE	10 days	Mon 1/14/08	Fri 1/25/08	52	

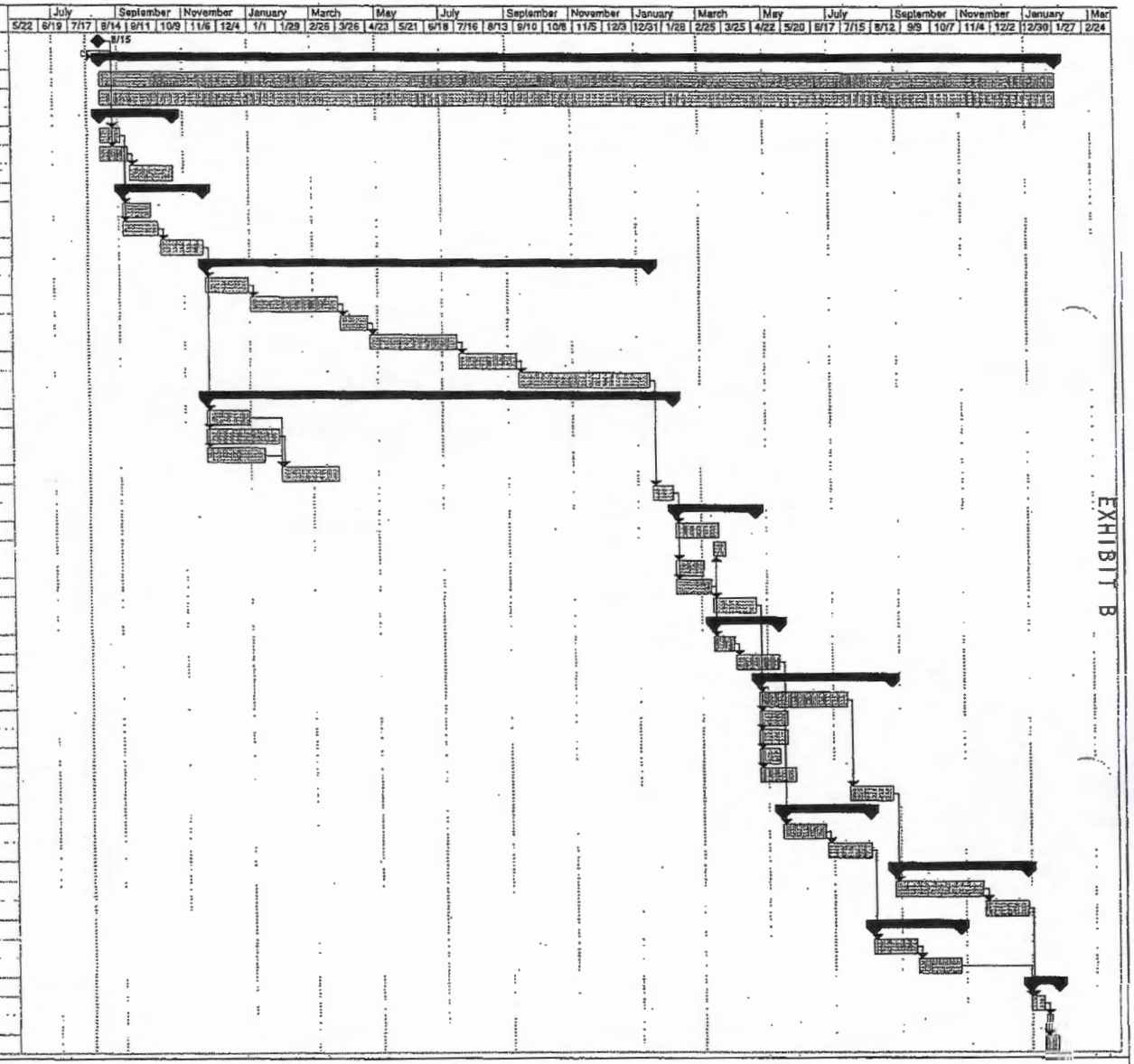

EXHIBIT B

Project: LEMON SR60 PROJECT SCH
Date: Tue 8/2/05

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

EXHIBIT C

Hourly Rates and Authorized Reimbursements

See Attached

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City of Industry
Lemon Avenue Interchange

EXHIBIT C
HOURLY RATE SCHEDULE

All rates are "fully loaded" i.e., includes all overhead costs, general, administrative and profit

Firm: **Jacobs Civil Inc.**

Key Personnel:

Name	Classification	Job Function	Hourly Rate
Hank Alonso	Management	Project Principal	200.00
Chao Chen	Management	Project Manager	205.00
Preston Kelly	Management	Technical Advisor	190.00

Other Labor Charges	
Job Function:	**Hourly Rate**
Project Engineer	140.00
Sr. Civil Engineer	155.00
Structural Engineer	145.00
Civil Engineer	115.00
CADD	115.00
Project Controls	160.00
Administrative Assistant	72.00
Jr. Engineer	98.00

Note: These rates were calculated using the named personnel's actual salary as of Aug' 05
Includes indirect rate of 139.90% and profit rate of 10% to develop fully burdened rates.

Rates will be fixed for a 2 year period starting from the execution of this agreement

Submitted By: Chao Chen

City of Industry
Lemon Street Interchange

EXHIBIT C
HOURLY RATE SCHEDULE

All rates are "fully loaded" i.e., includes all overhead costs, general, administrative and profit

Firm: LSA Associates Inc.

Key Personnel:

Name	Classification	Job Function	Hourly Rate
Rob McCann	Principal	Project Principal	165.00
Lyn Calerdine	Principal	Project Manager	145.00

Other Labor Charges	
Job Function:	**Hourly Rate**
Senior Planner	115.00
Planner	85.00
Graphics/GIS	85.00
Word Processor	80.00

Note: These rates were calculated using the named personnel's actual salary as of Aug' 05

Rates will be fixed for a 2 year period starting from the execution of this agreement

Submitted By: Lyn Calerdine

City of Industry
Lemon Avenue

EXHIBIT C
HOURLY RATE SCHEDULE

All rates are "fully loaded" i.e., includes all overhead costs, general, administrative and profit

Firm: **Leighton Consulting**

Key Personnel:

Name	Classification	Job Function	Hourly Rate
Tom Benson	Management	Project Principal	185.00
Siva Sivathasan	Management	Project Manager	130.00
Djan Chandra	Senior Engineer	Project Engineer	170.00

Other Labor Charges	
Job Function:	**Hourly Rate**
Senior Staff Engineer	120.00
Staff Engineer	105.00
CADD Operator	90.00
Clerical	65.00

Note: These rates were calculated using the named personnel's actual salary as of Aug' 05

Rates will be fixed for a 2 year period starting from the execution of this agreement

Submitted By: Dina Gartland

City of Industry
Lemon Street Interchange

EXHIBIT C
HOURLY RATE SCHEDULE

All rates are "fully loaded" i.e., includes all overhead costs, general, administrative and profit

Firm: **Associated Engineers, Inc.**

Key Personnel:

Name	Classification	Job Function	Hourly Rate
Jim Imbiorski	Management	Project Principle	$195.06
Jim Elliott	Management	Chief Mapper	$150.53
Marc Wilson	Management	Chief of Surveys	$104.03

Other Labor Charges	
Job Function:	**Hourly Rate**
Licensed Land Surveyor	$98.83
Survey Party Chief	$113.24
Survey Chainman	$106.68
Project Controls	$140.13
Administrative Assistant	$57.22

Note: These rates were calculated using the named personnel's actual salary as of 04/26/05. Includes indirect rate of %130.67 and profit rate of 10% to develop fully burdened rates.

Rates will be fixed for a 2 year period starting from the execution of this agreement

Submitted By: Jim Imbiorski

City of Industry
Lemon Street Interchange

EXHIBIT C
HOURLY RATE SCHEDULE

All rates are "fully loaded" i.e., includes all overhead costs, general, administrative and profit

Firm: **Katz, Okitsu & Associates**

Key Personnel:

Name	Classification	Job Function	Hourly Rate
Joel Falter	Principal Planner	Project Principal	200.00
Eugene Kao	Sr. Engineer	Project Manager	170.00
Doug Yeh	Sr. Engineer	Project Engineer	170.00

Other Labor Charges	
Job Function:	**Hourly Rate**
Associate Engineer	130.00
Associate Transportation Planner	110.00
Associate Designer	100.00
Assistant Engineer	90.00
Assistant Designer	80.00
Administrative Assistant	55.00

Note: These rates are based on projected company billing rates for 2005-2006.
Includes indirect rate of 152% and profit rate of 10% to develop fully burdened rates.

Rates will be fixed for a 2 year period starting from the execution of this agreement

Submitted By: Jimmy Lin

City of Industry
Lemon Street Interchange

EXHIBIT C
HOURLY RATE SCHEDULE

All rates are "fully loaded" i.e., includes all overhead costs, general, administrative and profit

Firm: **CNS Engineers, Inc.**

Key Personnel:

Name	Classification	Job Function	Hourly Rate
James J. Lu	Management & Sr. Bridge Engineer	Project Engineer	137.33

Other Labor Charges	
Job Function:	**Hourly Rate**
Senior Bridge Engineer (TBD)	121.18
Bridge Design Engineer (Dong Kim)	69.53
Senior Bridge CADD (TBD)	88.86
Project Administrator (L. Hunag)	94.25

Note: These rates were calculated using the named personnel's actual salary as of 4/21/05. Includes indirect overhead rate of 140.00%, profit rate of 10% to develop fully burdened rates.

Rates will be fixed for a 2 year period starting from the execution of this agreement

Submitted By: James Lu

EXHIBIT B

Budget Increase Request from Jacobs Engineering Group, Inc.

[Attached]

JACOBS

3161 Michelson Drive
Suite 500
Irvine, California 92612
909.224.7698 Fax 949.224.7824

August 7, 2017

Paul J. Philips
Executive Director
Successor Agency to the Industry Urban-Development Agency
15625 East Stafford St, Suite 200
City of Industry, CA 91744

RE: SR-60 Interchange/ Lemon Ave Budget Increase (Amendment 3)
Consultant Contract No. 5-JACOBS 10-01 MP 03-10

Dear Mr. Philips:

We are respectfully submitting this budget increase request for Jacobs to continue to provide engineering construction support services for the SR-60/ Lemon Avenue interchange project. Based on the construction schedule, we started in September 2016. Stage1 is due for completion in December of this year, and Stages 2 and 3 are projected to be completed by May 2018.

The requested increase in budget is for $193,152. A breakdown of the tasks included in this request is provided below. A more detailed breakdown is included under Attachment A.

2020 Administration during Construction Phase	$ 5,260
2024 Response to RFIs	$ 57,985
2026 Meetings and Field Visits	$ 21,730
2028 Review of Submittals	$105,676
Other Direct Costs	$ 2,500
Total	$193,152

Please respond in writing to document approval of the items outlined in this request. Please call me at (949) 224-7698 if you have any questions regarding this request.

Sincerely,

Kosal Krishnan
Vice President

Walt Quesada
Project Manager

Attachments
Attachment A

City of Industry
Lemon Avenue Interchange
Attachment A

Discipline	Firm	Total	
Roadway	Jacobs	$	143,650.00
Structures	Jacobs	$	34,237.58
Electrical and Traffic	KOA	$	7,044.00
Geotechnical	Leighton	$	5,720.00

Project Total Labor	$	190,651.58
Project Total ODCs	$	2,500.00
Markup on Subs	$	-
Project Total	$	193,151.58

CONSTRUCTION SUPPORT LABOR MATRIX
Amendment No. 3 - Attachment A

SR-60 Interchange/Lemon Avenue	Jacobs										Traffic/Electrical (KOA)			Leighton (Geotechnical)			
	Project Manager	Project Engineer	Senior Civil Engineer	Civil Engineer	Senior Structural Engineer	Structural Engineer	Junior Engineer	CADD	Project Controls	Administrative Assistant	Senior Engineer	Assitant Engineer	Assistant Designer	Senior Geotechnical Engineer	Geotechnical Engineer	Total Labor Hours	Total Cost
LABOR CLASSIFICATION HOURLY RATES *	$ 265	$ 159	$ 187	$ 140	$ 182	$ 160	$ 103	$ 123	$ 148	$ 102	$ 195	$ 100	$ 91	$ 275	$ 132		
TASK 11 - CONSTRUCTION PHASE SUPPORT[1]																	
2020 Admin. Construction Phase[2]	16									10						26	$5,260
2022 Pre-construction Phase[3]																0	$0
2024 Response to RFIs[4]	50	120	20		20	60	50				12	10	2			344	$57,985
2026 Meetings and Field Visits[5]	82															82	$21,730
2028 Review of Submittals[6]	80	240	20		80	40	120				12	10	2	16	10	630	$105,676
2029 As-builts Preparation[7]																0	$0
TOTAL HOURS	228	360	40	0	100	100	170	0	0	10	24	20	4	16	10	1,082	
TOTAL LABOR COST	$60,420	$57,240	$7,480	$0	$18,224	$16,014	$17,510	$0	$0	$1,020	$4,680	$2,000	$364	$4,400	$1,320		$190,652
Markup on Subs (0%)																$0.00	
Jacobs Team ODCs										$1,500			$500		$500	$2,500	
TOTAL COST																	$193,152

* Approximately 50% will occur in 2017 and the other 50% will occur in 2018

Assumptions:

1. Construction duration is 22 months. This request applies to the remainder of the construction phase - August 2017 through May 2018.
2. It is estimate 1 hour per month for the PM and Administrative Assistant for the duration of the project to prepare invoices and progress reports.
3. This activity already took place.
4. We are expecting about 50 RFIs for stages 2 and 3
5. Construction meetings and field visits (36 meetings and field visits tapering down as the project ends in May 2018)
6. Submittal reviews (80 estimated)
7. Preparation of As built plans is optional.

EXHIBIT C

Hourly Rate Schedule for Jacobs Engineering Group, Inc. (1/1/2018-12/31/2019)

[Attached]

City of Industry
Lemon Avenue Interchange

HOURLY RATE SCHEDULE
2018-2019

All rates are "fully loaded" i.e., includes all overhead costs, general, administrative and profit.

Firm: **Jacobs Engineering Group Inc.**

Key Personnel

Name	Classification	Job Function	Hourly Rate[1]
Walt Quesada	Management	Project Manager	$ 270

Other Labor Charges

Job Function	Hourly Rate[1]
Project Engineer	$ 162
Senior Civil Engineer	$ 190
Senior Structural Engineer	$ 182
Structural Engineer	$ 163
Junior Engineer	$ 105
CADD	$ 123
Project Controls	$ 151
Administrative Assistant	$ 104
Civil Engineer	$ 142

Notes:
1. Rates were held to a 4% increase from the previous rate period.
2. Rates will be fixed for a 2-year period (1/1/2018 - 12/31/2019)

Submitted By: Walt Quesada