
SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA
MARCH 26, 2020 8:30 A.M.



Chair Cory C. Moss
Vice Chair Cathy Marcucci
Board Member Abraham Cruz
Board Member Mark D. Radecki
Board Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Agency:

- Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the Successor Agency to the Industry Urban-Development Agency shall be held telephonically. Members of the public shall be able to attend the meeting telephonically, and offer public comment by calling the following conference call number: 657-204-3264, and entering the following Conference ID: 5255752#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, March 24, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.
- **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 Only):** *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*

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

5. **CONSENT CALENDAR**

- 5.1 Consideration of the Register of Demands for March 12, 2020

RECOMMENDED ACTION: Ratify the Register of Demands.

- 5.2 Consideration of the Register of Demands for March 26, 2020

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

- 5.3 Consideration of the minutes of February 27, 2020 regular meeting

RECOMMENDED ACTION: Approve as submitted.

- 5.4 Consideration of Amendment No. 1 to the Agreement for Consulting Services with PlaceWorks, Inc. for the Industry Business Center project, revising the indemnity provisions, extending the term through June 30, 2022, revising the rate schedule, and increasing compensation by \$21,454.00, for a total Agreement amount not to exceed \$193,956.00 (MP 99-31 #16)

RECOMMENDED ACTION: Approve the Amendment.

- 5.5 Consideration of Amendment No. 5 to the Agreement for Consulting Services with PBLA Engineering, Inc., for the Industry Business Center Project, revising the indemnity provisions, and extending the term through June 30, 2022 (MP 99-31 #16)

RECOMMENDED ACTION: Approve the Amendment.

- 5.6 Consideration of Amendment No. 2 to the Agreement for Consulting Services with Leighton Consulting, Inc. for the Industry Business Center project, revising the indemnity provisions, extending the term through June 30, 2022, and updating the rate schedule (MP 99-31 #16)

RECOMMENDED ACTION: Approve the Amendment.

- 5.7 Consideration of Amendment No. 1 to the Professional Services Agreement with Leighton Consulting, Inc. for the Industry Business Center Traffic Mitigation projects, extending the term through June 30, 2022, and revising the rate schedule (MP 99- 31 #16)

RECOMMENDED ACTION: Approve the Amendment.

- 5.8 Consideration of Amendment No. 6 to the Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., revising the indemnity provisions, extending the term through June 30, 2021, revising the rate schedule, and increasing compensation in the amount of \$572,000.00, for a total Agreement amount not to exceed \$1,797,550.00 through June 30, 2021

RECOMMENDED ACTION: Approve the Amendment.

6. Adjournment. Next regular Successor Agency meeting will be on Thursday, April 23, 2020.

SUCCESSOR AGENCY

ITEM NO. 5.1

**Successor Agency To The
Industry Urban-Development Agency
Authorization For Payment of Bills
March 12, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	61,000.00
222	IUDA PROJECT 2	128,343.23
	IUDA PROJECT 3	10,900.00
	TOTAL ALL FUNDS	200,243.23

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	128,343.23
BOFA	BANK OF AMERICA	71,900.00
	TOTAL ALL BANKS	200,243.23

**Successor Agency To The
Industry Urban Development Agency**

Wells Fargo Bank

March 12, 2020

Check	Date	Payee Name	Check Amount
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IUDAADM.WF.CHK - IUDA Admin WF Checking

32580	02/27/2020	INDUSTRY PUBLIC UTILITY	\$174.80
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Invoice	Date	Description	Amount
2020-00001284	02/14/2020	1/10-2/10/20 SVC-3 MARCELLIN DR	\$11.48
2020-00001285	02/14/2020	1/10-2/10/20 SVC-2 GRAND CROSSING PKY	\$11.25
2020-00001286	02/14/2020	1/10-2/10/20 SVC-1 MARCELLIN DR	\$11.25
2020-00001287	02/14/2020	1/10-2/10/20 SVC-2 MARCELLIN DR	\$11.82
2020-00001288	02/14/2020	1/10-2/10/20 SVC-1 GRAND CROSSING PKY	\$14.78
2020-00001289	02/14/2020	1/10-2/10/20 SVC-#4 B STREET LOOP, IBC EAST	\$11.25
2020-00001290	02/14/2020	1/10-2/10/20 SVC-#5 B STREET LOOP, IBC EAST	\$11.25
2020-00001291	02/14/2020	1/10-2/10/20 SVC-370 GRAND AVE SOUTH	\$57.97
2020-00001292	02/14/2020	1/10-2/10/20 SVC-#1 B STREET LOOP, IBC EAST	\$11.25
2020-00001293	02/14/2020	1/10-2/10/20 SVC-#2 B STREET LOOP, IBC EAST	\$11.25
2020-00001294	02/14/2020	1/10-2/10/20 SVC-#3 B STREET LOOP, IBC EAST	\$11.25

32581	03/12/2020	CITIZEND BUSINESS BANK	\$23,406.44
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Invoice	Date	Description	Amount
#29IBC-0384A-R	02/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$3,848.80
#29IBC-0384H1-R	02/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$17,442.64
#29IBC-0384H51-R	02/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$2,115.00

32582	03/12/2020	BRIGHTVIEW LANDSCAPE	\$3,860.32
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Invoice	Date	Description	Amount
6709229	02/11/2020	BAKER PKY SLOPES-REPLACE RAIN BIRD VALVES	\$1,360.00
6676655	01/21/2020	BAKER PKY SLOPES-REPLACE RAIN BIRD VALVES	\$2,500.32

**Successor Agency To The
Industry Urban Development Agency**

Wells Fargo Bank

March 12, 2020

Check	Date	Payee Name		Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
32583	03/12/2020	BUTSKO UTILITY DESIGN INC.		\$3,130.00
	Invoice	Date	Description	Amount
	153601	02/21/2020	UTILITY DESIGN-IBC PROJ	\$680.00
	153602	02/21/2020	UTILITY DESIGN-IBC PROJ	\$2,450.00
32584	03/12/2020	CNC ENGINEERING		\$57,777.50
	Invoice	Date	Description	Amount
	500306	02/27/2020	IBC-EAST SIDE ROADWAYS	\$14,552.50
	500307	02/27/2020	IBC-WEST SIDE ROADWAYS	\$37,552.50
	500308	02/27/2020	IBC-FUTURE PHASES AND STUDIES	\$3,555.00
	500304	02/27/2020	BAKER PKY SLOPE MAINT	\$510.00
	500309	02/27/2020	DIAMOND BAR CREEK	\$1,607.50
32585	03/12/2020	CNC ENGINEERING		\$10,510.00
	Invoice	Date	Description	Amount
	500305	02/27/2020	GRAND AVE AND GOLDEN SPRINGS DR	\$10,510.00
32586	03/12/2020	COUNTY OF LA DEPT OF PUBLIC		\$71.29
	Invoice	Date	Description	Amount
	PW-20021003756	02/10/2020	STORM DRAIN MODIFICATION-LEMON AVE	\$71.29
32587	03/12/2020	KIMLEY-HORN & ASSOCIATES, INC.		\$4,481.16
	Invoice	Date	Description	Amount
	15861612	01/31/2020	TRAFFIC SIGNAL DESIGN-IBC PROJ	\$4,481.16

**Successor Agency To The
Industry Urban Development Agency**

Wells Fargo Bank

March 12, 2020

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
32588	03/12/2020		SCS ENGINEERS	\$17,285.52
	Invoice	Date	Description	Amount
	0371250	01/31/2020	ENGINEERING SVC-IBC PROJ	\$17,285.52
32589	03/12/2020		STATE WATER RESOURCES	\$652.00
	Invoice	Date	Description	Amount
	ID #518412	03/02/2020	NOI FEE FOR APP #ID#518412-GRAND AVE/GOLDEN	\$652.00
32590	03/12/2020		WKE, INC	\$6,994.20
	Invoice	Date	Description	Amount
	14001-73B	02/11/2020	57/60 FWY CONFLUENCE PROJECT	\$6,994.20

Checks	Status	Count	Transaction Amount
	Total	11	\$128,343.23

**Successor Agency To The
Industry Urban Development Agency**

Bank of America

March 12, 2020

Check	Date	Payee Name	Check Amount
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08PJ3REVLOAN - 2008 PJ3 Revol Loan - Restricted

126	02/24/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$10,900.00
	Invoice	Date	Description	Amount
	2/24/2020	02/24/2020	2008 SUB-LIEN TAX BOND FOR REG 2/27/20	\$10,900.00

PJ1.BOFA.CHK - Project 1 BofA Checking

1162	02/27/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$61,000.00
	Invoice	Date	Description	Amount
	A2 REG 2/27/20	02/27/2020	TRANSFER FUNDS REGISTER 2/27/20	\$61,000.00

Check	Status	Count	Transaction Amount
	Total	2	\$71,900.00

**Successor Agency To The
Industry Urban-Development Agency
Authorization For Payment of Bills
March 12, 2020**

Reviewed By: _____ Date _____

Approved By: _____ Date _____

SUCCESSOR AGENCY

ITEM NO. 5.2

**Successor Agency To The
Industry Urban-Development Agency
Authorization For Payment of Bills
March 26, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	6,000.00
222	IUDA PROJECT 2	1,764,355.31
	IUDA PROJECT 3	18,227.49
	TOTAL ALL FUNDS	1,788,582.80

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	1,764,355.31
BOFA	BANK OF AMERICA	24,227.49
	TOTAL ALL BANKS	1,788,582.80

**Successor Agency To The
Industry Urban Development Agency**

Wells Fargo Bank

March 26, 2020

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
32591	03/26/2020		ALL AMERICAN ASPHALT	\$308,598.00
	Invoice	Date	Description	Amount
	#30IBC-0384H1	03/01/2020	IBC-ROADWAYS AND SEWERS	\$148,970.00
	#30IBC-0384H51	03/01/2020	IBC-ROADWAYS AND SEWERS	\$175,870.00
32592	03/26/2020		CITIZENS BUSINESS BANK	\$16,242.00
	Invoice	Date	Description	Amount
	#30IBC-0384H1-R	03/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$7,448.50
	#30IBC-0384H51-R	03/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$8,793.50
32593	03/26/2020		AVANT-GARDE, INC	\$595.00
	Invoice	Date	Description	Amount
	5984	03/03/2020	SR-60/LEMON AVE PROJECT	\$170.00
	5983	03/03/2020	GRAND AVE/SR60 OFF-RAMP	\$425.00
32594	03/26/2020		BRIGHTVIEW LANDSCAPE	\$26,100.00
	Invoice	Date	Description	Amount
	#61GCD-0382	03/01/2020	BAKER PKY SLOPE MAINT	\$26,100.00
32595	03/26/2020		CNC ENGINEERING	\$76,610.00
	Invoice	Date	Description	Amount
	500450	03/12/2020	IBC-EAST SIDE ROADWAYS	\$30,992.50
	500451	03/12/2020	IBC-WEST SIDE ROADWAYS	\$40,010.00
	500453	03/12/2020	IBC-FUTURE PHASES AND STUDIES	\$3,730.00
	500454	03/12/2020	IBC-TRAFFIC MITIGATION	\$195.00

**Successor Agency To The
Industry Urban Development Agency**

Wells Fargo Bank

March 26, 2020

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
	500448	03/12/2020	BAKER PKY SLOPE MAINT	\$660.00
	500455	03/12/2020	DIAMOND BAR CREEK	\$1,022.50
32596	03/26/2020		CNC ENGINEERING	\$8,087.50
	Invoice	Date	Description	Amount
	500449	03/12/2020	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$7,697.50
	500452	03/12/2020	LEMON AVE AND 60 FWY INTECHANGE	\$390.00
32597	03/26/2020		LEIGHTON CONSULTING INC	\$18,509.56
	Invoice	Date	Description	Amount
	39187	03/06/2020	GEOTECHNICAL SVC-IBC PROJ	\$887.30
	39188	03/06/2020	GEOTECHNICAL SVC-IBC PROJ	\$15,240.13
	38894	02/12/2020	GEOTECHNICAL SVC-TRAFFIC MITIGATION AT	\$2,382.13
32598	03/26/2020		SHAWNAN	\$1,242,271.30
	Invoice	Date	Description	Amount
	#19IBC-0386A	03/01/2020	IBC-WEST SIDE ROADWAYS	\$553,260.00
	#19IBC-0386F	03/01/2020	IBC-WEST SIDE ROADWAYS	\$88,470.00
	#19IBC-0386G1	03/01/2020	IBC-WEST SIDE ROADWAYS	\$617,224.00
	#19IBC-0386K	03/01/2020	IBC-WEST SIDE ROADWAYS	\$48,700.00
32599	03/26/2020		AMERICAN BUSINESS BANK	\$65,382.70
	Invoice	Date	Description	Amount
	#19IBC-0386F-R	03/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$4,423.50
	#19IBC-0386G1-R	03/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$30,861.20

**Successor Agency To The
Industry Urban Development Agency**

Wells Fargo Bank

March 26, 2020

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
	#19IBC-0386K-R	03/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$2,435.00
	#19IBC-0386A-R	03/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$27,663.00
32600	03/26/2020		THOMSEN ENGINEERING, INC	\$1,665.00
	Invoice	Date	Description	Amount
	I2020014	02/28/2020	DIAMOND BAR CREEK	\$1,665.00
32601	03/26/2020		WKE, INC	\$294.25
	Invoice	Date	Description	Amount
	5-A	03/06/2020	STRUCTURE DESIGN-DIAMOND BAR CREEK	\$294.25

Checks	Status	Count	Transaction Amount
	Total	11	\$1,764,355.31

**Successor Agency To The
Industry Urban Development Agency**

Bank of America

March 26, 2020

Check	Date	Payee Name	Check Amount
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08PJ3REVLOAN - 2008 PJ3 Revol Loan - Restricted

127	03/09/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$18,227.69
	Invoice	Date	Description	Amount
	3/11/2020	03/11/2020	2008 SUB-LIEN TAX BOND FOR REG 3/12/20	\$18,227.69

PJ1.BOFA.CHK - Project 1 BofA Checking

1163	03/09/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$6,000.00
	Invoice	Date	Description	Amount
	A2 REG 3/12/20	03/09/2020	TRANSFER FUNDS REGISTER 3/12/20	\$6,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$24,227.69

**Successor Agency To The
Industry Urban-Development Agency
Authorization For Payment of Bills
March 26, 2020**

Reviewed By: _____ Date _____

Approved By: _____ Date _____

SUCCESSOR AGENCY

ITEM NO. 5.3

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 27, 2020
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CALL TO ORDER

The Regular Meeting of the Successor Agency to the Industry Urban-Development Agency was called to order by Chair Moss at 8:30 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chair Moss.

ROLL CALL

PRESENT: Cory C. Moss, Chair
Cathy Marcucci, Vice Chair
Abraham Cruz, Board Member
Mark D. Radecki, Board Member
Newell Ruggles, Board Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, Legal Counsel; and Julie Robles, Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 13, 2020

RECOMMENDED ACTION: *Ratify the Register of Demands.*

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 27, 2020

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

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 27, 2020
PAGE 2

5.3 CONSIDERATION OF THE MINUTES OF JANUARY 23, 2020 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

5.4 CONSIDERATION OF AMENDMENT NO. 4 TO THE AGREEMENT FOR CONSULTING SERVICES WITH SAGE ENVIRONMENTAL GROUP FOR THE DIAMOND BAR CREEK RESTORATION PROJECT, INCREASING COMPENSATION FOR A TOTAL AMOUNT NOT-TO-EXCEED \$226,000.00 (MP 99-31 #26)

RECOMMENDED ACTION: *Approve the Amendment.*

5.5 CONSIDERATION OF AMENDMENT NO. 4 TO THE AGREEMENT FOR CONSULTING SERVICES WITH LEIGHTON CONSULTING, INC. FOR THE DIAMOND BAR CREEK RESTORATION PROJECT, TO UPDATE THE RATE SCHEDULE (MP 99-31 #26)

RECOMMENDED ACTION: *Approve the Amendment.*

5.6 CONSIDERATION OF AMENDMENT NO. 3 TO THE AGREEMENT FOR CONSULTING SERVICES WITH WKE, INC. FOR THE DIAMOND BAR CREEK RESTORATION PROJECT, TO UPDATE THE RATE SCHEDULE (MP 99-31 #26)

RECOMMENDED ACTION: *Approve the Amendment.*

5.7 CONSIDERATION OF AMENDMENT NO. 3 TO THE AGREEMENT FOR CONSULTING SERVICES WITH THOMSEN ENGINEERING, INC. FOR THE DIAMOND BAR CREEK RESTORATION PROJECT, TO UPDATE THE RATE SCHEDULE (MP 99-31 #26)

RECOMMENDED ACTION: *Approve the Amendment.*

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 27, 2020
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MOTION BY BOARD MEMBER RADECKI, AND SECOND BY BOARD MEMBER CRUZ TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ADJOURNMENT

There being no further business, the Successor Agency to the Industry Urban-Development Agency adjourned at 8:31 a.m.

Cory C. Moss, Chair

Julie Robles, Secretary

SUCCESSOR AGENCY

ITEM NO. 5.4



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

MEMORANDUM

TO: Honorable Chair and Members of the Successor Agency Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Agency Engineer *JN*

DATE: March 26, 2020

SUBJECT: Consideration of Amendment No. 1 to the Agreement for Consulting Services with PlaceWorks, Inc. for the Industry Business Center project, revising the indemnity provisions, extending the term through June 30, 2022, revising the rate schedule, and increasing compensation by \$21,454.00, for a total Agreement amount not to exceed \$193,956.00 (MP 99-31 #16)

Background:

On September 25, 2013, the Successor Agency ("Agency") approved an Agreement for Consulting Services with The Planning Center/DC&E ("Planning Center"). The Planning Center was retained to provide mitigation implementation and monitoring services for the Industry Business Center ("IBC") project's Environmental Impact Report. This included the review of the status of mitigation measures contained in those documents, comparison to current plans and identification of any needed supporting documentation. Conceptual landscape plans for the manufactured slopes around the perimeter of the site were also included in the scope.

Discussion:

On March 1, 2014, the Planning Center changed its name to PlaceWorks, Inc. ("PlaceWorks"). The Agreement will be updated to reflect that change as part of this Amendment. Staff is recommending revising the indemnity language so that it is consistent with best practices which were implemented since execution of the Agreement in 2013, and extending the term of the Agreement through June 30, 2022 as their work on the IBC continues. This will bring the term of the Agreement in line with the Recognized Obligation Payment Schedule ("ROPS") period. Additionally, the current rate schedule under the Agreement was approved in 2013 and an updated rate schedule is proposed to replace the old one as part of this Amendment, reflecting PlaceWork's current rates. A budget increase of \$21,454.00 is requested due to the term extension, and the revised rate schedule. PlaceWorks is listed in ROPS under Line Item No. 192.

Fiscal Impact:

The fiscal impact of Amendment No. 1 is \$21,454.00. PlaceWorks is budgeted in the Recognized Obligation Payment Schedule under Line Item No. 192.

Recommendation:

It is recommended that the Agency Board approve Amendment No. 1 to the Agreement for Consulting Services with PlaceWorks, Inc.

Exhibit:

- A. Amendment No. 1 to Agreement for Consulting Services with PlaceWorks, Inc., dated March 26, 2020

TH/JN:jf

EXHIBIT A

Amendment No. 1 to Agreement for Consulting Services with PlaceWorks, Inc., dated
March 26, 2020

[Attached]

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

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of March, 2020, by and between the Successor Agency to the Industry Urban-Development Agency, a public body (“Agency”) and PlaceWorks, Inc., a California Corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about September 25, 2013, the Agreement was entered into and executed between the Agency and The Planning Center/DC&E to provide mitigation implementation and monitoring services for the Industry Business Center project; and

WHEREAS, on or about March 1, 2014, The Planning Center/DC&E changed its name to PlaceWorks, Inc., a California corporation. Given the name change, the Parties desire to transfer all obligations previously held by The Planning Center/DC&E to PlaceWorks, Inc.; and

WHEREAS, it is necessary to amend the indemnity language to comply with best practices which were implemented since the original Agreement was executed in 2013, extend the term of the Agreement through June 30, 2022, to aligning it with the Recognized Obligation Payment Schedule period, increase compensation to allow for continued services, and amend the Rate Schedule in its entirety to reflect Consultant’s current rates; and

WHEREAS, it is also necessary to amend the Agreement to reflect the current address for the Agency’s General Counsel; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

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

Effective March 1, 2014, in all instances, the term “Consultant” shall mean PlaceWorks, Inc., a California corporation. Commencing as of the March 1, 2014, all obligations and rights under the Agreement which previously designated The Planning Center/DC&E as the responsible party, shall be assigned to PlaceWorks, Inc.

3. Term of the 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 June 30, 2022, unless sooner terminated as provided in Section 4 herein.

5. Compensation

The dollar figure of \$172,502.00 shall be amended, in all instances, to read \$193,956.00.

Section 12, Indemnification, is hereby amended to read in its entirety as follows:

Section 12. Indemnification

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

15. Notices.

Section 15 is hereby revised with current address for the Agency's General Counsel as follows:

With a copy to:

James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

Exhibit C, Professional Fee Schedule Hourly Rates

The Professional Fee Schedule and Hourly Rates is hereby rescinded in its entirety and replaced with Attachment 1, attached hereto, and incorporated herein by reference.

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

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

"CONSULTANT"
PLACEWORKS, INC.

By: _____
Troy Helling, Executive Director

By: _____
Dwayne Mears, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

**ATTACHMENT 1
EXHIBIT C**

**Professional Fee Schedule
Hourly Rates**

STAFF LEVEL	HOURLY BILL RATE
Principal	\$215-\$335
Associate Principal	\$190-\$235
Senior Associate/Senior Scientist	\$160-\$215
Associate/Scientist	\$135-\$170
Project Planner/Project Scientist	\$105-\$145
Planner/Assistant Scientist	\$80-\$110
Graphics Specialist	\$90-\$135
Administrator	\$145-\$200
Clerical/Word Processing	\$45-\$150
Intern	\$75-\$95

EXHIBIT A TO AMENDMENT NO. 1:

**AGREEMENT FOR CONSULTING SERVICES WITH THE PLANNING
CENTER/DC&E (DATED SEPTEMBER 25, 2013)**

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 25th day of September, 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **THE PLANNING CENTER|DC&E**, a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires mitigation implementation and monitoring services for the Industry Business Center and the EIR (2004) and Supplemental EIR (2009).

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 Dwayne Mears, who will have the overall responsibility and will supervise the work performed by Consultant on this project.

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

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

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

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

2. City Representative.

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

3. Term of Agreement.

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

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at \$172,502.00. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or “ROPs” on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is the subject of the approved ROPs, provide any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item,

based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14A period (July 1, 2013 through December 31, 2013) has been approved for \$172,502.00. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of \$172,502.00 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

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

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

the standards set forth in this Agreement and that such work complies with requirements of any governmental agency or entity and applicable law.

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

provision, and an entry of judgment against the Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision.

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

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

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

13. Insurance.

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

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

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

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

insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

l. For purposes of applying insurance 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 the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

With a copy to:

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

If to Consultant:

The Planning Center
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Attn: Dwayne Mears
(714) 966-9220

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

c. Approval. The execution, delivery and performance of this Agreement by Consultant and the consummation of the transactions contemplated by this Agreement have been

duly and validly authorized by the Board of Directors and are not subject to ratification by the Shareholders of Consultant at a special meeting therefore.

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

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

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

21. Reliance on Reports [check if applicable]

Consultant understands that Agency will rely upon its reports, analysis and related 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. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

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

29. Severability.

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

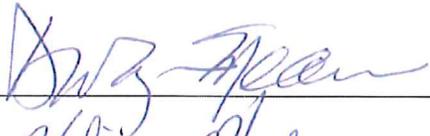
30. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

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

By: _____
Kevin Radecki, Executive Director

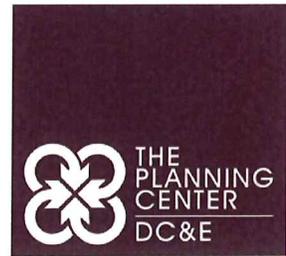
THE PLANNING CENTER|DC&E

By:  _____

By:  _____

EXHIBIT A

Scope of Services



August 21, 2013

Successor Agency to the Industry Urban-Development Agency
15625 E. Stafford Street, Suite 100
PO Box 3366
City of Industry, CA 91744

Subject: Exhibit A – Scope of Services

The Planning Center|DC&E will provide mitigation implementation and monitoring services for the Industry Business Center and the EIR (2004) and Supplemental EIR (2009). This will include review of the status of mitigation measures contained in these documents, comparison to current plans and identification of needed supporting CEQA/MMP documentation, if any. Completion of any subsequent CEQA documentation such as an Addendum or Supplement would require additional authorization.

As part of this effort, conceptual landscape plans will be prepared for the manufactured slopes around the perimeter of the site following Project Design Features 1-1 through PDF 1-9 (2009) and Mitigation Measures 5.3-3 through 5.3-6a (2004) and others as applicable.

Sincerely,

THE PLANNING CENTER|DC&E

Dwayne Mears
Principal

EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: September 18, 2013

Estimated end of construction: December 31, 2020

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

EXHIBIT C

Professional Fee Schedule
Hourly Rates



EXHIBIT C.

**The Planning Center|DC&E
2013 Standard Fee Schedule**

STAFF LEVEL	HOURLY BILL RATE
Principal	\$180-\$250
Associate Principal	\$155-\$190
Senior Associate/Senior Scientist	\$130-\$185
Associate/Scientist	\$90-\$150
Project Planner/Project Scientist	\$80-\$120
Planner/Assistant Scientist	\$60-\$100
Graphics Specialist	\$65-\$90
Clerical/Word Processing	\$40-\$105
Intern	\$60-\$85

Other direct costs and subconsultants are billed at cost plus 10%.
Mileage reimbursement rate is the standard IRS-approved rate.

SUCCESSOR AGENCY

ITEM NO. 5.5



SUCCESSOR AGENCY TO THE
**INDUSTRY URBAN - DEVELOPMENT
AGENCY**
MEMORANDUM

TO: Honorable Chair and Members of the Successor Agency Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Agency Engineer *JN*

DATE: March 26, 2020

SUBJECT: Consideration of Amendment No. 5 to the Agreement for Consulting Services with PBLA Engineering, Inc., for the Industry Business Center Project, revising the indemnity provisions, and extending the term through June 30, 2022 (MP 99-31 #16)

Background:

On July 18, 2013, the Successor Agency to the Industry Urban-Development Agency ("Agency") approved an Agreement for Consulting Services with PBLA Engineering, Inc. ("PBLA"), to provide grading and drainage design and construction support services for the Industry Business Center Project.

On January 15, 2016, Amendment No. 1 was approved for a budget increase in the amount of \$700,000, to provide additional work covering grading and improvement design, storm drain plans for Diamond Bar Creek, additional re-design of various improvements including the recycled water reservoir tank, and various plan revisions.

On February 23, 2017, Amendment No. 2 was approved for a budget increase in the amount of \$350,000, to perform additional work that included new phases of grading and improvement design that involved multiple re-designs of the sewer crossing at Ferrero Parkway and Benton Court, West Side storm drain phased work, Diamond Bar Creek storm drain redesign due to SCE underground project, detention outfall and inlet designs and multiple studies for concept grading for the east and west side developments.

On July 27, 2017, Amendment No. 3 was approved for a budget increase of \$500,000 for continued grading and drainage design and construction support services.

On June 28, 2018, Amendment No. 4 was approved. Additional funds were approved to provide uninterrupted design services for the Industry Business Center project, as the original allotted budget and subsequent approved budget increase amendments had been nearly exhausted. Previously, PBLA budgeted based on the fiscal year coinciding with the ROPS periods, therefore required these increases to meet the ROPS budget amounts. The additional services performed included:

1. **Multiple Phases**

Grading and Improvement design was phased into multiple contracts. The West side Storm Drain System was also to be built in phases and required additional design and revision to accommodate final installation of detention / Water Quality basins.

2. **Re-design**

Multiple re-designs were required for the following issues:

- Sewer Crossing on Ferrero Parkway & Benton Court
- West side Storm Drain in 3 separate phases
- Grading Plan changes on West Side causing significant Storm Drain and Hydrology re-design

3. **Final Parcel Maps**

The Final Map was broken into two separate maps and required two Tentative maps, two Final Maps and all associated field work for both the final boundary establishment and setting of final monuments one the Maps were recorded.

4. **As-Built Plans**

The Agency required filing of as-builts once the Site was ready for final acceptance.

Discussion:

The construction phase of the IBC is ongoing. Staff is recommending revising the indemnity language so that it is consistent with best practices which were implemented since execution of the Agreement in 2013, extending the term of the Agreement with PBLA through June 30, 2022 as the work on the IBC continues. This will also bring the Agreement term date in line with the Recognized Obligation Payment Schedule ("ROPS") period. PBLA is listed in ROPS under Line Item No. 193.

Fiscal Impact:

While the term is being extended, there is no increase in budget needed at this time. PBLA is listed in the Recognized Obligation Payment Schedule (ROPS) under Line Item No. 193.

Recommendation:

It is recommended that the Successor Agency Board approve Amendment No. 5 to the Agreement for Consulting Services with PBLA Engineering, Inc.

Exhibit:

- A. Amendment No. 5 to Agreement for Consulting Services with PBLA Engineering, Inc., dated March 26, 2020

EXHIBIT A

Amendment No. 5 to Agreement for Consulting Services with PBLA Engineering, Inc.,
dated March 26, 2020

[Attached]

**AMENDMENT NO. 5
TO AGREEMENT FOR CONSULTING SERVICES WITH
PBLA ENGINEERING, INC.**

This Amendment No. 5 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of March, 2020, (“Effective Date”) by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“Agency”) and PBLA Engineering, Inc., a California Corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about July 18, 2013, the Agreement was entered into and executed between the Agency and Consultant to provide grading and drainage design and construction support for the Industry Business Center; and

WHEREAS, on or about January 15, 2016, Amendment No. 1 was approved to allow for additional services covering grading and storm drain design at Diamond Bar Creek and recycled water reservoir tank, and to increase the total compensation by \$700,000.00; and

WHEREAS, on or about February 23, 2017, Amendment No. 2 was approved to allow for additional services covering redesign of the sewer crossing at Ferrero Parkway and Benton Court, storm drain design, detention outlet and inlet design, and multiple studies for grading design for east and west side developments, increasing the total compensation by \$350,000.00; and

WHEREAS, on or about July 27, 2017, Amendment No. 3 was approved for continuing design services, increasing the total compensation by \$500,000.00; and

WHEREAS, on or about June 28, 2018, Amendment No. 4 was approved for additional services required to complete the project, and a companion budget increase in the amount of \$400,000.00. The additional services included:

1. Multiple Phases

Grading and Improvement design was Phased into multiple contracts. The West side Storm Drain System was also to be built in phases and required additional design and revision to accommodate final installation of detention / Water Quality basins. Scope of Services Sections A.4. and B.5. discuss the Hydrology and Hydraulics Study work. The design revisions required additional budget related to these sections.

2. Re-design

Multiple re-designs were required for the following issues:

- Sewer Crossing on Ferrero Parkway & Benton Court. Addition to Scope of Services
- West side Storm Drain in 3 separate phases. Scope of Services Section A.3.

- Grading Plan changes on West Side causing significant Storm Drain and Hydrology re-design. Scope of Services Sections A.3. and A.4.

3. Final Parcel Maps

The Final Map was broken into two separate maps and required two Tentative maps, two Final Maps and all associated field work for both the final boundary establishment and setting of final monuments once the Maps were recorded. Scope of Services Sections A.6. and B.7. was revised to include preparation of two Final Parcel Maps.

4. As-Built Plans

The Agency required filing of as-builts once the Site was ready for final acceptance. Scope of Services Sections A.10. and B.11.

WHEREAS, it is necessary to amend the indemnity language to comply with best practices which were implemented since the original Agreement was executed in 2013, term of the Agreement, aligning it with the Recognized Obligation Payment Schedule period, through June 30, 2022; and

WHEREAS, it is also necessary to amend the Agreement to reflect the current address for the Agency's General Counsel; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 5, 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 the 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 June 30, 2022, unless sooner terminated as provided in Section 4 herein.

Section 12, Indemnification, is hereby amended to read in its entirety as follows:

Section 12. Indemnification

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's

fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

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

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

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

15. Notices.

Section 15 is hereby revised with current address for the Agency's General Counsel as follows:

With a copy to:

James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 to the Agreement as of the Effective Date.

“AGENCY”
SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

“CONSULTANT”
PBLA ENGINEERING, INC.

By: _____
Troy Helling, Executive Director

By: _____
Steve Levissee, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 5:

**AGREEMENT FOR CONSULTING SERVICES WITH PBLA ENGINEERING, INC.
(DATED JULY 18, 2013)**

AGREEMENT FOR CONSULTING SERVICES

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

RECITALS

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

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

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

1. Consultant's Services.

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

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

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

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

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

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

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

2. City Representative.

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

3. Term of Agreement.

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

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

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

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

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

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

l. For purposes of applying insurance 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 the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

With a copy to:

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

If to Consultant:

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

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

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

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

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

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

21. Reliance on Reports [check if applicable]

Consultant understands that Agency will rely upon its reports, analysis and related 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. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

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

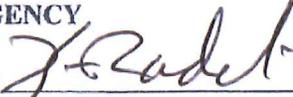
29. Severability.

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

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

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

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY

By: 
Kevin Radecki, Executive Director

PBLA ENGINEERING, INC.

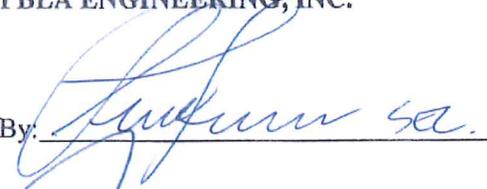
By: 
By:  C-F-U

EXHIBIT A

Scope of Services

EXHIBIT "A"

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

I. SCOPE OF SERVICES

A. FINAL ENGINEERING-WEST OF GRAND AVE.

1. ROUGH GRADING PLAN SUPPORT

Prepare concept grading studies in support of the rough grading design in conjunction with Agency needs and Majestic Realty requirements.

2. PRELIMINARY EARTHWORK QUANTITIES

Prepare earthwork quantity estimate based on concept plans produced in support of the rough grading.

3. STORM DRAIN PLANS

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

4. HYDROLOGY / HYDRAULICS STUDY

Prepare overall on-site hydrology study for both the interim, remedial grading case as well as the finished site. The study will establish design storm runoff as a basis of design of drainage conveyance systems. Study will be coordinated with the overall regional hydrology study for master planned systems.

Prepare hydraulic calculations based on hydrology study results and proposed drainage systems for adequate capacity.

Prepare flood routing, drawdown, and capacity calculations for detention basin / water quality basin application. Calculations will include outlet calculations and retention time to comply with Water Quality requirements and well as Q attenuation. This will be coordinated with the overall regional hydrology study for master planned systems.

5. TENTATIVE PARCEL MAP

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

Exhibit "A"

6. **FINAL PARCEL MAP**

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

7. **STANDARD URBAN STORM WATER MITIGATION PLAN (SUSMP)**

Prepare Standard Urban Storm Water Mitigation Plan (SUSMP) to identify best management practices for the intended uses of the project in accordance with state, county and local requirements.

8. **SWPPP – REMEDIAL GRADING**

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

9. **SWPPP – ROUGH GRADING**

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

10. **AS-BUILT PLANS**

Provide as-built drawings as required by City.

11. **EASEMENT LEGAL & SKETCH PREPARATION**

Prepare legal descriptions and sketches for easements to WWD, Southern California Edison, The City of Industry, and others as required. The preparation of the Easement Deeds are the responsibility of the easement holder. The easements will be processed through the applicable agency for recordation.

B. FINAL ENGINEERING-EAST OF GRAND AVE.

1. **REMEDIAL GRADING PLAN**

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

2. **ROUGH GRADING PLAN**

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

Exhibit "A"

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

3. **EARTHWORK QUANTITIES**

Prepare earthwork quantity estimate based on the rough grading plans.

4. **STORM DRAIN PLANS**

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

5. **HYDROLOGY / HYDRAULICS STUDY**

Prepare overall on-site hydrology study for both the interim, remedial grading case as well as the finished site. The study will establish design storm runoff as a basis of design of drainage conveyance systems. Study will be coordinated with the overall regional hydrology study for master planned systems.

Prepare hydraulic calculations based on hydrology study results and proposed drainage systems for adequate capacity.

Prepare flood routing, drawdown, and capacity calculations for detention basin / water quality basin application. Calculations will include outlet calculations and retention time to comply with Water Quality requirements and well as Q attenuation. This will be coordinated with the overall regional hydrology study for master planned systems.

6. **TENTATIVE PARCEL MAP**

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

7. **FINAL PARCEL MAP**

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

8. **STANDARD URBAN STORM WATER MITIGATION PLAN (SUSMP)**

Prepare Standard Urban Storm Water Mitigation Plan (SUSMP) to identify best management practices for the intended uses of the project in accordance with state, county and local requirements.

9. **SWPPP – REMEDIAL GRADING**

Prepare Storm Water Pollution Prevention Plan (SWPPP) for remedial grading Phase I to identify and implement best management practices for the mitigating

Exhibit "A"

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

10. **SWPPP – ROUGH GRADING**

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

11. **AS-BUILT PLANS**

Provide as-built drawings as required by City.

12. **EASEMENT LEGAL & SKETCH PREPARATION**

Prepare legal descriptions and sketches for easements to WWWD, Southern California Edison, The City of Industry, and others as required. The preparation of the Easement Deeds are the responsibility of the easement holder. The easements will be processed through the applicable agency for recordation.

C. **PROCESSING**

1. **PROCESSING**

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

2. **CAL-TRANS PROCESSING**

Attend meetings and coordinate plans as needed to obtain encroachment permit to grade and construct within Caltrans Right of Way.

3. **DEPARTMENT OF FISH & GAME PROCESSING**

Attend meetings and coordinate plans as needed to obtain 401/404 permit to drain to the Diamond Bar Creek as needed.

D. **STATUS REPORTS AND MEETINGS**

1. **STATUS, CONSULTATION AND MEETINGS**

PBLA Engineering will provide a bi-weekly e-mailed status report to the City and attend a monthly status/design development meeting during the design phase.

E. **COORDINATION**

1. **DRY UTILITY COORDINATION**

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

Exhibit "A"

2. **WALNUT VALLEY WATER DISTRICT COORDINATION**
Coordinate civil improvement plans with the Walnut Valley Water District, provide exhibits as needed, and provide crossing / interference data as required.
3. **LANDFILL MITIGATION COORDINATION**
Coordinate grading and improvement plans with landfill engineer (SCS Engineers) for the proper design implementation for methane mitigation and settlement issues associated with the existing landfill.
4. **GRAND AVENUE WIDENING AND BRIDGE DESIGN COORDINATION**
Coordinate grading and improvement plans with the City for the widening of Grand Avenue adjacent to the Project, as well as coordinating the design with the Agency's bridge consultants and Caltrans for the future bridge construction and freeway access improvements at Grand Avenue and the 60 Freeway.
5. **FUTURE LIGHT RAIL ALIGNMENT FEASIBILITY**
Coordinate with Agency and their consultants to incorporate and study feasibility of the future light rail system adjacent to the proposed project.

II. SPECIAL PROVISIONS - ENGINEERING

A. ASSUMPTIONS / EXCLUSIONS

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

Exhibit "A"

III. DUTIES OF CLIENT

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

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

IV. COMPENSATION

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

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

EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: July 18, 2013

Estimated end of construction: December 31, 2020

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

EXHIBIT C

Professional Fee Schedule Hourly Rates

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

Exhibit "C"

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

SUCCESSOR AGENCY

ITEM NO. 5.6



SUCCESSOR AGENCY TO THE
**INDUSTRY URBAN - DEVELOPMENT
AGENCY**
MEMORANDUM

TO: Honorable Chair and Members of the Successor Agency Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Agency Engineer *JN*

DATE: March 26, 2020

SUBJECT: Consideration of Amendment No. 2 to the Agreement for Consulting Services with Leighton Consulting, Inc. for the Industry Business Center project, revising the indemnity provisions, extending the term through June 30, 2022, and updating the rate schedule (MP 99-31 #16)

Background:

On July 18, 2013, the Successor Agency ("Agency") approved an Agreement for Consulting Services with Leighton Consulting, Inc. ("Leighton"). Leighton was retained to provide geotechnical observation and testing, materials testing and special inspection services for the Industry Business Center ("IBC") project. This work included geotechnical services during the design phase, observation and testing during the rough grading phase and observation and testing along with materials testing during the construction phase.

On January 28, 2016, the Agency approved Amendment No. 1 for a budget increase of \$1,900,000.00, due to unforeseen project conditions that required extra work. The extra work on the west side of the IBC included:

- a. Removal of colluvium left in place during the Remedial Phase of grading and subsequent fill placement in Canyon 9.
- b. Stability analysis, design, and construction observation of the keyway backcut failure in the northwestern portion of the site.
- c. Asphalt repair assessment along a portion of the maintenance road, and the observation of the asphalt repair.
- d. Evaluation of various C.A. Rasmussen change order requests associated with rough grading.
- e. Review of over excavation recommendations in response to ultimate design revisions.
- f. Additional slope stability analysis of design fill slope revisions adjacent to the future Grand Crossings Parkway.
- g. Review of other design changes to the rough grading plan.
- h. The rough grading project was separated into multiple contracts.

The extra work on the east side of the IBC included:

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

- b. Observation of the removals and subsequent fill placement in the portion of the "Slide 1" (QIs 4) failure that extended beyond the grading limits.
- c. Subsurface investigation for unexpected geologic condition encountered during the excavation of an area adjacent to QIs 4.
- d. Stability analysis and design of the buttress from the rough grading plan revision that resulted in an additional cut slope in the vicinity of "Cut 16" area in the northern portion of the site.
- e. Subsurface exploration, stability analysis, design review, and construction observation during the mitigation of "Slide 2" in the eastern portion of the site.
- f. Observation of the conditions in the properties adjacent to the grading site.
- g. Stability analysis, design review, and construction observations for the keyway and buttress for the replacement fill slope at "the knob" in the southern end of the site.
- h. Stability analysis and construction observation of the steepened fill slope constructed with Geogrid in the southern end of the site.
- i. Evaluation of various Sukut Construction's change order requests.
- j. Subsurface investigation, design review, and rough grading observation of the new water reservoir tank site.
- k. Testing, analysis, and recommendations for the pavement section of the proposed roadway to the new water reservoir tank.
- l. Separate report of rough grading for the landfill treatment facility.
- m. Design review for proposed fill disposal sites.
- n. Review of the design revision of the detention basin.
- o. Review of the design of the surcharge.
- p. Review of storm drain "Line B" design revisions.
- q. Review of various other design changes to the rough grading plan

Discussion:

The construction phase of the IBC is ongoing. Staff is recommending revising the indemnity language so that it is consistent with best practices which were implemented since execution of the Agreement in 2013, extending the term of the Agreement with Leighton through June 30, 2022 as their work on the IBC continues. This will also bring the term of the Agreement in line with the Recognized Obligation Payment Schedule ("ROPS") period. Additionally, the current rate schedule was approved in 2013, and an updated rate schedule is proposed to replace the outdated one. Leighton is listed in ROPS under Line Item No. 194.

Fiscal Impact:

While Staff is recommending an extension and a revised Rate Schedule to reflect current pricing, sufficient funding remains in the contract, therefore a budget increase is unnecessary at this time. Leighton is listed in the Recognized Obligation Payment Schedule under Line Item No. 194.

Recommendation:

It is recommended that the Agency Board approve Amendment No. 2 to the Agreement for Consulting Services with Leighton Consulting, Inc.

Exhibit:

- A. Amendment No. 2 to Agreement for Consulting Services with Leighton Consulting, Inc., dated March 26, 2020

TH/JN:jf

EXHIBIT A

Amendment No. 2 to Agreement for Consulting Services with Leighton Consulting, Inc.,
dated March 26, 2020

[Attached]

**AMENDMENT NO. 2
TO AGREEMENT FOR CONSULTING SERVICES WITH
LEIGHTON CONSULTING, INC.**

This Amendment No. 2 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of March, 2020, by and between the Successor Agency to the Industry Urban-Development Agency, a public agency (“Agency”) and Leighton Consulting, Inc., a California Corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

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

WHEREAS, on or about January 28, 2016, Amendment No. 1 was approved, increasing compensation for an amount not to exceed \$4,543,123.00 due to the following unforeseen items:

1. IBC West Rough Grading:
 - a. Removal of colluvium left in place during the Remedial Phase of grading and subsequent fill placement in Canyon 9.
 - b. Stability analysis, design, and construction observation of the keyway backcut failure in the northwestern portion of the site.
 - c. Asphalt repair assessment along a portion of the maintenance road, and the observation of the asphalt repair.
 - d. Evaluation of various C.A. Rasmussen change order requests associated with rough grading.
 - e. Review of overexcavation recommendations in response to ultimate design revisions.
 - f. Additional slope stability analysis of design fill slope revisions adjacent to the future Grand Crossings Parkway.
 - g. Review of other design changes to the rough grading plan.
 - h. The rough grading project has been separated into multiple contracts.
2. IBC East Rough Grading:
 - a. Stability analysis and design of the buttress in the “Qls 6” feature in the northwest portion of the site.
 - b. Observation of the removals and subsequent fill placement in the portion of the “Slide 1” (Qls 4) failure that extended beyond the grading limits.
 - c. Subsurface investigation for unexpected geologic condition encountered during the excavation of an area adjacent to Qls 4.
 - d. Stability analysis and design of the buttress from the rough grading plan revision that resulted in an additional cut slope in the vicinity of “Cut 16” area in the northern portion of the site.
 - e. Subsurface exploration, stability analysis, design review, and construction observation during the mitigation of “Slide 2” in the eastern portion of the site.

- f. Observation of the conditions in the properties adjacent to the grading site.
- g. Stability analysis, design review, and construction observations for the keyway and buttress for the replacement fill slope at “the knob” in the southern end of the site.
- h. Stability analysis and construction observation of the steepened fill slope constructed with Geogrid in the southern end of the site.
- i. Evaluation of various Sukut Construction’s change order requests.
- j. Subsurface investigation, design review, and rough grading observation of the new water reservoir tank site.
- k. Testing, analysis, and recommendations for the pavement section of the proposed roadway to the new water reservoir tank.
- l. Separate report of rough grading for the landfill treatment facility.
- m. Design review for proposed fill disposal sites.
- n. Review of the design revision of the detention basin.
- o. Review of the design of the surcharge.
- p. Review of storm drain “Line B” design revisions.
- q. Review of various other design changes to the rough grading plan; and

WHEREAS, it is necessary to amend the Agreement to revise the indemnity language to comply with best practices which were implemented since the original Agreement was executed in 2013, extend the term of the Agreement, aligning it with the Recognized Obligation Payment Schedule period, through June 30, 2022, and it is recommended that the Rate Schedule be amended in its entirety to reflect Consultant’s current rates; and

WHEREAS, it is also necessary to amend the Agreement to reflect the current address for the Agency’s General Counsel; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

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

3. Term of the 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 June 30, 2022, unless sooner terminated as provided in Section 4 herein.

Section 12, Indemnification, is hereby amended to read in its entirety as follows:

Section 12. Indemnification

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

15. Notices.

Section 15 is hereby revised with current address of the Agency's General Counsel as follows:

With a copy to:

James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

Exhibit C, Professional Fee Schedule Hourly Rates

The Professional Fee Schedule and Hourly Rates is hereby rescinded in its entirety and replaced with Attachment 1, attached hereto, and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

**“AGENCY”
SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY**

**“CONSULTANT”
LEIGHTON CONSULTING, INC.**

By: _____
Troy Helling, Executive Director

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

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

**ATTACHMENT 1
EXHIBIT C**

**Professional Fee Schedule
Hourly Rates**

ATTACHMENT 1

EXHIBIT C

RATE SCHEDULE

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Prevailing Wage (field soils / materials tester) *	125	Project Administrator/Word Processor/Dispatcher	72
Prevailing Wage (Special Inspector) *	131	Information Specialist	99
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	135	CAD Operator	113
System Operation & Maintenance (O&M) Specialist	126	GIS Specialist	126
Non Destructive Testing (NDT)	135	GIS Analyst	149
Field / Laboratory Supervisor	131	Staff Engineer / Geologist / Scientist	135
City of Los Angeles Deputy Building (including Grading) Inspector	140	Senior Staff Engineer / Geologist / Scientist / ASMR	144
		Operations / Laboratory Manager	162
		Project Engineer / Geologist / Scientist	162
		Senior Project Engineer / Geologist / Scientist / SMR	180
		Associate	198
		Principal	200
		Senior Principal	200

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		California Bearing Ratio (CBR, ASTM D1883):	
Photograph of sample	10	- 3 point	500
Moisture content (ASTM D2216)	20	- 1 point	185
Moisture & density (ASTM D2937) ring samples	30	R-Value (AASHTO T190/ASTM D2844/CTM 301) untreated soils/ aggregates	310
Moisture & density (ASTM D2937) Shelby tube or cutting	40	R-Value (AASHTO T190/ASTM D2844/CTM 301) lime or cement treated soils/ aggregates	340
Atterberg limits (ASTM D4318) 3 points:	150	SOIL CHEMISTRY & CORROSIVITY	
- Single point, non-plastic	85	pH Method A (ASTM D4972 or CTM 643)	45
- Atterberg limits (organic ASTM D2487 / D4318)	180	Electrical resistivity – single point – as received moisture	45
- Visual classification as non-plastic (ASTM D2488)	10	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
Particle size:		pH + minimum resistivity (CTM 643)	130
- Sieve only 1½ inch to #200, (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	135	Sulfate content - gravimetric (CTM 417 B Part II)	70
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	175	Sulfate screen (Hach®)	30
- Hydrometer only (ASTM D422)	110	Chloride content (AASHTO T291/CTM 422)	70
- Sieve + hydrometer (≤3 inch sieve, ASTM D422)	185	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
- Percent passing #200 sieve, wash only (ASTM D1140)	70	Organic matter content (ASTM D2974)	65
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	125	SHEAR STRENGTH	
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	100	Pocket penetrometer	15
- Total porosity - on Shelby tube sample (calculated from density & specific gravity)	165	Direct shear (ASTM D3080, mod., 3 points):	
- Total porosity - on other sample	155	- Consolidated undrained - 0.05 inch/min (CU)	285
Shrinkage limits (wax method, ASTM D4943)	126	- Consolidated drained - <0.05 inch/min (CD)	345
Pinhole dispersion (ASTM D4647)	210	- Residual shear EM 1110-2-1906-IXA	50
Dispersive characteristics (double hydrometer ASTM D4221)	90	(price per each additional pass after shear)	
As-received moisture & density (chunk/carved samples)	60	Remolding or hand trimming of specimens (3 points)	90
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	105	Oriented or block hand trimming (per hour)	65
COMPACTION & PAVEMENT SUBGRADE TESTS		Single point shear	105
Standard Proctor compaction, (ASTM D698) 4 points:		Torsional shear (ASTM D6467 / ASTM D7608)	820
- 4 inch diameter mold (Methods A & B)	160	CONSOLIDATION & EXPANSION/SWELL TESTS	
- 6 inch diameter mold (Method C)	215	Consolidation (ASTM D2435):	195
Modified Proctor compaction (ASTM D1557) 4 points:		- Each additional time curve	45
- 4 inch diameter mold (Methods A & B)	220	- Each additional load/unload w/o time reading	40
- 6 inch diameter mold (Method C)	245	Expansion Index (EI, ASTM D4829)	130
Check point (per point)	65	Swelling/collapse – Method A (ASTM D4546-A, up to 10 load/unloads w/o time curves)	290
Relative compaction of untreated/treated soils/aggregates (CTM 216)	250	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	105
Relative density (0.1 ft mold, ASTM D4253, D4254)	235		

METHOD	\$/TEST	METHOD	\$/TEST
TRIAXIAL TESTS		HYDRAULIC CONDUCTIVITY TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135	Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	310
Unconsolidated undrained triaxial compression test on cohesive soils (USACE Q test, ASTM D2850, per confining stress)	170	- Each additional effective stress	120
Consolidated undrained triaxial compression test for cohesive soils, (ASTM D4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	- Hand trimming of soil samples for horizontal K	60
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):		Remolding of test specimens	65
- Sand or silty sand soils (per confining stress)	375	Permeability of granular soils (ASTM D2434)	135
- Silt or clayey sand soils (per confining stress)	500	Soil suction (filter paper method, ASTM D5298)	400
- Clay soils (per confining stress)	705	SOIL-CEMENT	
- Three-stage triaxial (sand or silty sand soils)	655	Moisture-density curve for soil-cement mixtures (ASTM D558)	240
- Three-stage triaxial (silt or clayey sand soils)	875	Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
- Three-stage triaxial (clay soils)	1,235	Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	60
Remolding of test specimens	65	Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235
		¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS		AGGREGATE PROPERTIES	
Concrete cylinders compression (ASTM C39) (6" x 12")	25	Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212)	50
Concrete cylinders compression (ASTM C39) (4" x 8")	22	Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	60
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	40	LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211)	200
Trimming concrete cores (per core)	20	LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)	250
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	85	Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208)	130
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)	85	Clay lumps, friable particles (AASHTO T112/ASTM C142)	175
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25	Durability Index (AASHTO T210/ASTM D3744/CTM 229)	200
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400	Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	40
Length of drilled concrete cores (CTM 531)	40	Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234)	130
HOT MIX ASPHALT (HMA)		Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	135
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100	Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	215
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900	Cleaness value of coarse aggregate (CTM 227)	210
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	350	Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	225
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	150	Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	650
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,350	MASONRY	
Extraction by centrifuge, percent asphalt (ASTM D2172)	150	Mortar cylinders (2" by 4", ASTM C780)	25
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)	135	Grout prisms (3" by 6", ASTM C1019)	25
Stabilometer, S-Value (ASTM D1560/CTM 366)	265	Masonry cores compression, ≤6" diameter (testing only, ASTM C42)	40
Bituminous mixture preparation (AASHTO R30/CTM 304)	80	CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)	45
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	60	CMU moisture content, absorption & unit weight (6 required, ASTM C140)	40
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)	50	CMU linear drying shrinkage (ASTM C426)	175
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)	55	CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM C1314)	180
Maximum density - Hveem (CTM 308)	200	CMU grouted prisms (compression test > 8" x 8" x 16", ASTM C1314)	250
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	130	Masonry core-shear, Title 24 (test only)	70
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40	BRICK	
Rubberized asphalt (add to above rates)	+ 25%	Compression (cost for each, 5 required, ASTM C67)	40

EXHIBIT A TO AMENDMENT NO. 2:

**AGREEMENT FOR CONSULTING SERVICES WITH LEIGHTON CONSULTING, INC.
(DATED JULY 18, 2013)**

AGREEMENT FOR CONSULTING SERVICES

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

RECITALS

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

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

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

1. Consultant's Services.

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

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

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

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

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

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

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

2. City Representative.

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

3. Term of Agreement.

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

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

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

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

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

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

l. For purposes of applying insurance 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 the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

With a copy to:

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

If to Consultant:

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

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

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

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

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

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

21. Reliance on Reports [check if applicable]

Consultant understands that Agency will rely upon its reports, analysis and related 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. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

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

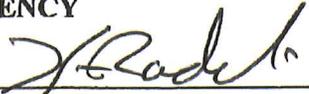
29. Severability.

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

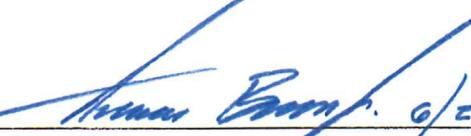
30. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY

By: 
Kevin Radecki, Executive Director

LEIGHTON CONSULTING, INC.

By:  6/28/2013
THOMAS C. BENSON, JR., PRESIDENT & CEO

By:  7.1.13
TERRANCE M. BRENNAN, CFO

EXHIBIT A

Scope of Services



Exhibit "A"

Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

June 10, 2013

Proposal No. RC13-165

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

Attention: Mr. Josh Nelson

Subject: Proposal to Provide Geotechnical Services During Ongoing Design, Geotechnical Observation and Testing, and Materials Testing and Special Inspection Services for the Industry Business Center, East and West Side of Grand Avenue, Northwest of State Route 60, City of Industry, California

Introduction

In response to your request, Leighton Consulting is pleased to present this proposal to provide geotechnical and material testing and inspection services for the Industry Business Center (IBC). Based on our communication with you, our work is expected to include geotechnical services during ongoing design of the project as plans and specifications for the project are finalized. Subsequently, we will provide geotechnical observation and testing during rough grading. We will also provide geotechnical observation and testing and materials testing and special inspection during postgrading construction (installation of drainage improvements, sewer lines, wet and dry utilities, street and sidewalk paving and other postgrading construction).

In preparation of this proposal, we have reviewed the geotechnical reports we have previously prepared for the IBC. We have also reviewed the cost estimate sheets you provided and we have discussed the project with you.

Exhibit "A"

RC13-165

For planning and estimating purposes you have divided the project into several phases. These include:

- Rough grading of the IBC site (including slope drainage systems and landslide remediation). This includes 600 acres both east and west of Grand Avenue.
- Street improvements for Grand Crossing Parkway and A Street on the west of Grand Avenue.
- Street Improvements for C Street and other unnamed street on the east side of Grand Avenue.
- Grand Avenue widening including widening of the bridge over San Jose Creek.

Scope of Work

The scope of our work will be broken down into three parts. Part 1 will include geotechnical services during ongoing design of the project. Part 2 will include geotechnical observation and testing during rough grading and Part 3 will include geotechnical observation and testing and materials testing and special inspection during construction (drainage improvements, utilities, bridge structure, street paving, etc.). No construction schedule has been provided for the grading and construction. Therefore, we have made assumptions regarding the duration of construction and estimated the number of hours our services will be required onsite.

Part 1 - Geotechnical Services During Design

The scope of our work during this phase of the project is expected to include additional geotechnical investigation and consulting services during final design of the project. Significant geotechnical constraints remain for the project and these include the potential for liquefaction compressible soil and slope instability on the east side of Grand Avenue. Additional investigation and analysis of these and other design consideration should be addressed prior to site grading. We estimate a fee for this work of \$201,778.

Exhibit "A"

RC13-165

Part 2 - Geotechnical Services During Rough Grading

The scope of our work during this phase of the project will include full-time geotechnical observation and testing services during rough grading. We have assumed that rough grading will be completed over a period of approximately 21 months. We expect to be onsite during the rough grading period (90 work weeks) with two field soil technicians working full time and a staff geologist working 30 hours per week. We propose the following scope of work:

- Attendance by our Principal Geologist and our Field Operations Manager at a pregrade meeting.
- Attendance by our Principal Geologist or Field Operations Manager at periodic team meetings at the site.
- Full-time geotechnical observation and testing services provided by two qualified soil technicians for a period of 90 workweeks (40 hours per week, no overtime). We anticipate that at least two soil technician will be required for the project. We expect two or more construction spreads will be in use by the contractor.
- Full and part-time geologic mapping will be conducted by a staff geologist to observe the geologic conditions, observe, accept and map removal areas and map slope and other geologic exposures. We anticipate that at one staff geologist onsite for 30 hours per week will be required for the project.
- Laboratory testing of representative soil samples for maximum dry density and optimum moisture content, grain size distribution (sieve analysis), soil strength parameters, expansion index, sulfate and chloride content, resistivity and pH, and other engineering properties.
- Preparation of daily field reports by our technician summarizing each day's earthwork-related activities, including areas tested and those areas requiring retesting.
- Engineering analysis, data review, supervision, QA/QC and project management will be provided by our Principal Geologist, Associate Engineer and our Field Operations Manager.

Exhibit "A"

RC13-165

- Preparation of a geotechnical report of rough grading (5 copies each) presenting summaries of the earthwork activities and the results of our field and laboratory testing performed during rough grading.

ESTIMATED FEE: \$1,641,645

Our charges will accumulate on a time-and-materials basis in accordance with the attached 2012 Professional Fee Schedule. The actual charges will depend on your contractor's schedule, pace and efficiency. A breakdown of our estimated fee for services during rough grading is presented on Figure 1, attached.

Part 3 - Geotechnical and Materials Testing and Inspection Services During Construction (Postgrading)

The scope of our work during this phase of the project will include full- and part-time observation and testing services during construction of drainage improvements, backfill of utility trenches and during street paving. Our services will also include materials testing and special inspection services of concrete structures, bridge improvements and street paving. Based on our understanding of the work we have assumed that installation of sewer, storm drain, water lines, dry utilities, curb and gutter and street paving will require approximately 19 months to complete. We anticipate our geotechnical services will be required full time during most of this period. We expect materials testing and special inspection services will be required on a half time basis.

Our services are expected to include:

- Observation and/or testing by qualified soil technicians:
 - During backfill of storm drain, sewer, water, gas, electric and joint utility trenches within the public right-of-way.
 - During subgrade preparation for curb and gutter and streets.
 - During placement of aggregate base course for streets.
- Special inspection services including inspection of reinforcing steel placement, and concrete.

Exhibit "A"

RC13-165

- Laboratory testing for maximum dry density and optimum moisture content, grain size distribution (sieve analysis), sand equivalent of representative soil samples and imported sand, R-value for street pavement design. Materials testing of reinforcing steel, concrete and asphaltic concrete.
- Preparation of daily field reports summarizing construction-related activities and the results of our field and laboratory tests.
- Periodic attendance by our Field Operations Manager as requested, at project team meetings.
- Supervision, QA/QC and project management will be provided, as needed, by our Field Operations Manager and our Principal Geologist.
- Preparation of a final report summarizing the postgrading earthwork-related activities, if required. This report will include copies of our daily field reports.

The fees for our services during postgrading are dependent upon the schedule, pace and efficiency of your various subcontractors working during this phase of the project.

ESTIMATED FEE: \$788,700

Our fees will accumulate on a time-and-materials basis in accordance with our attached 2012 Professional Fee Schedule. A breakdown of this estimated fee during postgrading construction based on the assumed staff hours is presented on Figure 1, attached. The actual charges for our services will be dependent on the various contractor's schedules, pace and efficiency.

Fee Estimate

We estimate that the fee for the services in Parts 1, 2 and 3 described above will be approximately Two Million Six Hundred Forty Three Thousand One Hundred Twenty Three Dollars (\$2,643,123). A summary of this estimate is provided on Figure 1. We are requesting that \$150,000 of the geotechnical design services budget (Part 1) be authorized for the six month period starting July 1, 2013 for our ongoing work.

Exhibit "A"

RC13-165

The actual fees for our services will be dependent upon the schedule, pace and efficiency of your various subcontractors working during the project. Our fees will be charged on a time-and-materials basis in accordance with the attached 2012 Professional Fee Schedule for Prevailing Wage Projects.

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

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Michael E. Grace
Field Operations Manager



Philip A. Buchiarelli
Principal Geologist

MG/PB/rsm

Attachments: Figure 1 - Breakdown of Estimated Fee
2012 Professional Fee Schedule for Prevailing Wage Projects

Distribution: (2) Addressee

Accepted by: _____

Date: _____

EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: July 18, 2013

Estimated end of construction: December 31, 2020

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

EXHIBIT C

**Professional Fee Schedule
Hourly Rates**

Exhibit "C"

Figure 1				
Breakdown of Estimated Fee				
Industry Business Center				
Geotechnical and Materials Testing Services During IBC Design and Construction				
Part 2 Rough Grading				
Field Work*:	<u>Hrs/Wk</u>	<u>No. Wks</u>	<u>Rate/Hr.</u>	<u>Amount</u>
Soil Technician	40	90	\$109	\$392,400
Soil Technician	40	90	109	392,400
Field Operations Manager	6	90	160	86,400
Staff Geologist	30	90	140	378,000
Principal Geologist	4	90	215	77,400
Vehicle	120	90	15	162,000
Field Shed	90	90	17.5	1,575
			Subtotal:	\$1,490,175
Analysis, QA/QC & Prof. Mgmt.:	<u>Hrs/Wk</u>	<u>No. Wks</u>	<u>Rate/Hr.</u>	<u>Amount</u>
Principal Geologist	1	90	\$215	\$19,350
Associate Engineer	2	90	200	36,000
Staff Geologist	2	90	140	25,200
Field Operations Manager	2	90	144	25,920
			Subtotal:	\$106,470
Laboratory Testing*:				\$20,000
Report Preparation				\$25,000
(Includes one final report of rough grading)			Estimated Fee:	\$1,641,645
* Actual hours and number and types of laboratory tests and field hours will vary depending on actual project requirements				
Part 3 Post Grading Construction				
Field Work*:	<u>Hrs/Wk</u>	<u>No. Wks</u>	<u>Rate/Hr.</u>	<u>Amount</u>
Technician	40	80	\$109	\$348,800
Construction Inspector	20	80	104	166,400
Field Operations Manager	4	80	160	51,200
Principal Geologist	2	80	215	34,400
Vehicle	66	80	15	79,200
Field Shed	80	80	17.5	1,400
			Subtotal:	\$681,400
Analysis, QA/QC & Prof. Mgmt.:	<u>Hrs/Wk</u>	<u>No. Wks</u>	<u>Rate/Hr.</u>	<u>Amount</u>
Principal Geologist	1	80	\$215	\$17,200
Associate Engineer	1	80	200	16,000
Field Operations Manager	2	80	160	23,600
			Subtotal:	\$56,800
Laboratory Testing*:				\$42,000
Report Preparation				\$17,500
(Includes one final report of post grading)			Estimated Fee:	\$799,700
Summary				
Part 1: Geotechnical Design Services:				\$201,778
Part 2: Geotechnical Services During Rough Grading				1,641,645
Part 3: Geotechnical and Materials Testing Services During Post Grading				799,700
			Total Estimated Fee	\$2,643,123





Leighton

Exhibit "C" PROFESSIONAL FEE SCHEDULE 2012

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I	85	Senior Staff Engineer/Geologist/Scientist	140
Technician II / Special Inspector	90	Operations/Laboratory Manager	160
Senior Technician / Inspector	95	Project Engineer/Geologist/Scientist	160
Non-Destructive Testing (NDT) (ANSI)	99	Senior Project Engineer/Geologist/Scientist	180
Prevailing Wage (Building / Constr. Inspector) *	104	Associate	200
Prevailing Wage (Field Soils Tester) *	109	Principal	215
Remediation System Operation & Maintenance Specialist	105	Senior Principal	260
Materials Inspection Manager/Deputy Grading Inspector	110	Project Administrator / Word Processor	78
Field/Laboratory Supervisor	125	Information Specialist	105
Staff Engineer/Geologist/Scientist	125	CAD Operator	110
		GIS Specialist	125
		Vehicle usage	15

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		Modified Proctor Compaction (ASTM D 1557) 4 points	
Moisture Content (ASTM D 2216)	\$20	- 4 Inch diameter mold (Methods A & B)	220
Moisture & Density (ASTM D 2937) ring samples	30	- 6 Inch diameter mold (Method C)	245
Moisture & Density (ASTM D 2937) Shelby tube or cutting	40	Check Point (per point)	65
Atterberg Limits (ASTM D 4318) 3 points:	150	SOIL CHEMISTRY & CORROSION	
- single point, non-plastic	85	pH Method A (ASTM 4972 or CTM 643)	45
- Atterberg Limits (Organic ASTM D 2487 / 4318)	180	Electrical Resistivity - single point - In-situ moisture	45
- Visual classification as non-plastic (ASTM D 2488)	10	Minimum Resistivity 3 moisture content points (CTM 643)	90
Particle Size		pH + Minimum Resistivity (CTM 643)	130
- sieve only 1 1/2" to #200, (ASTM D 6913/CTM 202)	110	Sulfate Content - Gravimetric (CTM 417 B (73) Part II)	70
- large sieve - 6" to #200 (ASTM D 6913/C136/CTM 202)	175	Sulfate Screen (HACH kit)	30
- hydrometer only (ASTM D 422)	110	Chloride Content (AASHTO T291/CTM 422 (78))	70
- sieve + hydrometer (≤3" sieve, ASTM D 422)	185	Corrosion Suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
Dispersive Characteristics of Clay Soil (double hydrometer, ASTM D 4221)	90	Organic Matter Content (ASTM 2974)	65
Specific Gravity-fine (passing #4, ASTM D 854/CTM 207)	125	SHEAR STRENGTH	
Specific Gravity-coarse (ASTM C 127/CTM 208) retained on #4	100	Pocket Penetrometer	15
- Total Porosity - on Shelby tube sample (calculated from density & specific gravity)	165	Direct Shear (ASTM D 3080, mod., 3 points)	
- Total Porosity - on other sample	155	- Consolidated Undrained - 0.05 inch/min	285
Photograph of sample	10	- Consolidated Drained - <0.05 inch/min	345
Shrinkage Limits (Wax Method, ASTM D 4943)	126	Residual Shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
Pinhole Dispersion (ASTM D 4647)	210	Remolding or hand trimming of specimens (3 points)	90
Percent Passing #200 Sieve, wash only (ASTM D 1140)	70	Oriented or block hand trimming (per hour)	65
As-Received Moisture & Density (chunk/carved samples)	60	Single Point Shear	105
Sand Equivalent (CTM 217)	105	Torsional Shear (ASTM D 6487 / ASTM D 7808)	820
COMPACTION & PAVEMENT SUBGRADE TESTS		CONSOLIDATION & EXPANSION/SWELL TESTS	
Relative Compaction of Untreated & Treated Soils & Aggregates (CTM 216)	250	Consolidation (ASTM D 2435)	195
Relative Density (0.1 ft ³ mold, ASTM D 4253, D 4254)	235	- Each additional time curve	45
California Bearing Ratio (ASTM D 1883)		- Each additional load/unload w/o Time Reading	40
- 3 point	500	Expansion Index (ASTM D 4829)	130
- 1 point	185	Swell/Collapse - Method A (ASTM D 4546-A, up to 10 load/unloads w/o time curves)	280
R-Value (CTM 301) Untreated	310	Single Load Swell/Collapse - Method B (ASTM D 4546-B, seat, load & inundate only)	105
R-Value (CTM 301) Lime or cement treated soils	340	Collapse Potential of Soils (ASTM D 5333)	220
Standard Proctor Compaction, (ASTM D 898) 4 points:			
- 4 Inch diameter mold (Methods A & B)	180		
- 6 Inch diameter mold (Method C)	215		

Exhibit "C"

Leighton | Fee Schedule

METHOD	\$/TEST	METHOD	\$/TEST
TRIAxIAL TESTS		HYDRAULIC CONDUCTIVITY TESTS	
Unconfined Compression Strength of Cohesive Soil (with stress/strain plot, ASTM D 2166)	135	Triaxial Permeability in Flexible-Wall Permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C)	310
Unconsolidated Undrained Triaxial Compression Test on Cohesive Soils (USACE Q test, ASTM D 2850, per confining stress)	170	- Each Additional Effective Stress	120
Consolidated Undrained Triaxial Compression Test for Cohesive Soils, (ASTM D 4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	- Hand Trimming of Soil Samples for Horizontal K	60
Consolidated Drained Triaxial Compression Test (CD, USACE S test, with volume change measurement. Price per soil type below EM 1110-2-1906(X):		Remolding of Test Specimens	65
- Sand or silty sand soils (per confining stress)	375	Permeability of Granular Soils (ASTM D 2434)	135
- Silt or clayey sand soils (per confining stress)	500	SOIL-CEMENT	
- Clay soils (per confining stress)	705	Moisture-Density curve for Soil-Cement Mixtures (ASTM D 558)	240
- Three-stage Triaxial (sand or silty sand soils)	655	Wet-Dry Durability of Soil-Cement Mixtures (ASTM D 659) **	1,205
- Three-stage Triaxial (silt or clayey sand soils)	875	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D 1633) per cylinder **	60
- Three-stage Triaxial (clay soils)	1,235	Soil-Cement Remolded Specimen (for shear strength, consolidation, etc.) **	235
Remolding of Test Specimens	65	** Compaction (ASTM D 558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

TECHNICIAN SERVICES	\$/UNIT	METHOD	\$/TEST
Pick-up & Delivery – (weekdays, per trip, <50 mile radius from Leighton office)	80	Rubberized Asphalt (add to above rates)	+ 25%
Coring & Sizing (at Leighton laboratory per core)	80	AGGREGATE PROPERTIES	
METHOD		\$/TEST	
CONCRETE STRENGTH CHARACTERISTICS		Sieve Analysis (fine & coarse aggregate ASTM C 136)	135
Concrete Cylinders Compression (ASTM C 39) (6" x 12")	25	Sieve Analysis-(finer than #200, Wash, ASTM C 117)	90
Compression, Concrete or Masonry Cores (testing only) ≤6" diameter (ASTM C 42)	40	LA Rattler-smaller coarse aggregate <1.5" (ASTM C 131)	165
Trimming concrete cores (per core)	20	LA Rattler-larger coarse aggregate 1-3" (ASTM C 535)	190
Flexural Strength of Concrete (Simple Beam with 3rd pt. Loading, ASTM C 78/CTM 523)	65	Durability Index (CTM 229)	200
Flexural Strength of Concrete (simple beam w/ center point loading, ASTM 293/CTM 523)	65	Cleaness Value of Coarse Aggregate (CTM 227)	210
Mix Design, (review of existing data)	215	Unit Weight of Aggregate (CTM 212)	50
Non Shrink Grout Cubes (2" ³ , ASTM C 109/C 1107)	25	Soundness Magnesium (ASTM C 88)	225
Drying Shrinkage (four readings, up to 90 days, 3 bars, ASTM C 157)	400	Soundness Sodium	650
ASPHALT CONCRETE, HMA, SPECIMEN TESTING		Uncompacted Void Content -fine aggregate (CTM 234)	130
Extraction by Ignition Oven (CTM 382)	150	Fat & Elongated Particles in Coarse Aggregate (CTM 235)	215
Extraction by Ignition Oven, percent asphalt & gradation (CTM 382/CTM 202)	195	Percent of Crushed Particles (CTM 205)	135
Extraction, Percent Asphalt & Gradation, Centrifuge (ASTM D 2172/D 5444)	195	Organic Impurities in Concrete Sand (CTM 213)	60
Extraction & Percent Asphalt, centrifuge (ASTM D 2172)	155	Apparent Specific Gravity of Fine Aggregate (CTM 208)	130
Extraction & Gradation, centrifuge (ASTM D 2172 /C 136)	175	Moisture Content of Aggregates by Oven Drying (CTM 226)	40
Stabilometer Value (CTM 366)	265	Clay Lumps, Friable Particles (ASTM C 142)	175
Bituminous Mixture Preparation (CTM 304)	80	MASONRY	
Moisture Content of Asphalt (CTM 370)	60	Mortar Cylinders (2" by 4", ASTM C 780)	25
Bulk Specific Gravity – Molded Specimen or Cores (ASTM D 1188/CTM 308)	55	Grout Prisms (3" by 6", ASTM C 1019)	25
Maximum Density - Hvøem (CTM 308)	125	Masonry Cores Compression, ≤6" diameter (testing only, ASTM C 42)	40
Theoretical Maximum Density & Specific Gravity of HMA, (CTM 309)	130	CMU Compression to size 8" x 8" x 16" (3 required, ASTM C 140)	45
Ignition Oven Correction/Correlation Values	quote	CMU Moisture Content, Absorption & Unit Weight (6 required, ASTM C 140)	40
Thickness or Height of Compacted Bituminous Paving Mixture Specimens (ASTM 3549)	40	CMU Linear Drying Shrinkage (ASTM C 426)	175
		CMU Grouted Prisms (compression test ≤8" x 8" x 16", ASTM E 447 C 1314)	180
		CMU Grouted Prisms (compression test > 8" x 8" x 16", ASTM E 447 C 1314)	250
		Masonry Core-Shear Title 24 (test only)	70
		BRICK	
		Compression (5 required, cost for each, ASTM C 87)	40

Exhibit "C"

Leighton | Fee Schedule

METHOD	\$/TEST	METHOD	\$/TEST
SLAB-ON-GRADE MOISTURE EMISSION KIT		STEEL	
Moisture Test Kit (excludes labor to perform test, ASTM E 1907)	60	Tensile Strength, ≤100,000 pounds axial load (ASTM A 370)	45
REINFORCING STEEL		Prestressing Wire, Tension (ASTM A 416)	150
Rebar Tensile Test, Up to No. 10 (ASTM A 370)	45	Sample Preparation (cutting)	50
Rebar Tensile Test, No. 11 & over (ASTM A 370)	100	SPRAY APPLIED FIREPROOFING	
Rebar Bend Test, Up to No. 11 (ASTM A 370)	45	Unit Weight (Density, ASTM E 805)	60

EQUIPMENT, SUPPLIES & MATERIALS

	\$/UNIT		\$/UNIT
1/4" Grab Plates	\$ 5 ea	Nitrile Gloves	20 pair
1/4" Tubing (bonded)	0.65 foot	Nuclear Moisture & Density Gauge (licensed, calibrated, swipe tested)	88 day
1/4" Tubing (single)	0.35 foot	Pachometer	25 day
3/8" Tubing, clear vinyl	0.55 foot	pH/Conductivity/Temperature Meter	55 day
Box of 10 soil drive-sample rings	25 day	Photo-Ionization Detector (PID)	110 day
Brass Sample Tubes	10 each	Pump, Typhoon 2 or 4 Stage	50 day
Caution Tape (1000-foot roll)	20 each	QED Bladder Pump w/QED control box	180 day
Combination Lock or Padlock	11 each	Resistivity Field Meter & Pins	50 day
Compressed Air tank & Regulator	50 day	Service Vehicle Usage	150 day
Consumables (gloves, rope, soap, tape, etc.)	35 day	Slip / Threaded Cap, 2" or 4" diameter, PVC Schedule 40	15 each
Core Sample Boxes	11 each	Slope Inclinator	50 day
Crack monitor	25 each	Stainless Steel Baller	40 day
Cutoff Saws, reciprocating, electric (Saws-All)	75 day	Submersible Pump, 10 gpm, high powered Grunfos 2" with controller	160 day
Disposable Bailers	12 each	Submersible Sump/Transfer Pump, 10-25 gpm	50 day
Disposable Bladders	10 each	Survey/Fence Stakes	8 each
Dissolved Oxygen Meter	45 day	Tedlar® Bags	18 each
DOT 55-gallon Containment Drum with lid	65 each	Traffic Cones (≤25)/Barricades (single lane)	50 day
Double-ring Infiltrometer	125 day	Turbidity Meter	70 day
Generator, portable gasoline fueled, 3,600 watts	90 day	Tyvek® Suit	18 each
Global Positioning System (GPS)	80 day	Vapor Sampling Box	45 day
Hand Auger Set	90 day	Visqueen (20' x 100')	100 roll
HDPE Safety Fence (100')	40 roll	Water Level Indicator (electronic well sounder) <300 feet deep well	60 day
In-Situ Level Troll 500 (each)	90 day		
In-Situ Troll 9500 low flow water sampling equipment	150 day		
Lockable Equipment Box	15 day		
Magnahelic Gauge	15 day		
Manometer	25 day		
Mileage	IRS rate/mile		

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

Exhibit "C"

Leighton | Fee Schedule

TERMS & CONDITIONS

- * Our fees for prevailing wage work are subject to change at any time based upon the project advertised date & any changes in California prevailing laws or wage rates. Prevailing wage time accrued will include portal to portal travel time.
- For all classifications except those subject to prevailing wage, this fee schedule is effective through December 31, 2012 after which remaining work will be billed at then-current rates.
 - **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, & 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, & 3 times basic hourly rates on California official holidays.
 - **Expert Witness Time:** Expert witness deposition & testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
 - **Minimum Hourly Charges: Geotechnical & Environmental Technicians (field time only):**
 - 2 hours : Monday-Friday
 - 4 hours: Saturday & Sunday
 - **Minimum Hourly Charges: Special Inspectors or Material Testing Field Services (field time only):**
 - 2 hours: Cancellation of inspections not canceled by 4:00 p.m. on preceding day (No charge if cancellation is made before 4:00 p.m. of the preceding work day.)
 - 4 hours: One-half working day or less except as No. 3 (below) applies
 - 8 hours: Over one-half working day, or begins before noon & extends into afternoon
 - **Outside Direct Costs:** Heavy equipment, subcontractor fees & expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, & other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to & paid by client.
 - **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage & a limit of Leighton's liability equal to our total fees for a given project.
 - **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
 - **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
 - **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities & hazardous materials on the project site, prior to fieldwork, & agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe & legal access to the project site for all Leighton field personnel.
 - **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag & \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
 - **Construction Material Samples:** After all designated 28-day breaks for a given set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing & reporting.

SUCCESSOR AGENCY

ITEM NO. 5.7



SUCCESSOR AGENCY TO THE
**INDUSTRY URBAN - DEVELOPMENT
AGENCY**
MEMORANDUM

TO: Honorable Chair and Members of the Successor Agency Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Agency Engineer *JN*

DATE: March 26, 2020

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Leighton Consulting, Inc. for the Industry Business Center Traffic Mitigation projects, extending the term through June 30, 2022 and revising the rate schedule (MP 99-31 #16)

Background:

On March 22, 2018, the Successor Agency (“Agency”) approved a Professional Services Agreement (“Agreement”) with Leighton Consulting, Inc. (“Leighton”). Leighton was retained to provide geotechnical services for the Industry Business Center (“IBC”) traffic mitigation projects. The Environmental Impact Reports for the Industry East and Industry Business Center identified several improvement projects to be completed located in the surrounding jurisdictions and within the City. The scope of work includes geotechnical investigations, review of plans, pavement design reports, pavement recommendations, construction services such as observation and testing and materials services during the design phase, observation and materials testing during the construction phase.

Discussion:

There are several traffic mitigation projects that Leighton is involved with and have just recently begun work on. Since the contract was approved in 2018, Staff is recommending extending the term of the Agreement with Leighton through June 30, 2022, to allow ample time to work on the IBC traffic mitigation projects. This will also bring the term of the Agreement in line with the Recognized Obligation Payment Schedule (“ROPS”) period. Additionally, the current rate schedule under was approved in 2018, and an updated rate schedule is proposed to reflect Leighton’s current rates. Leighton is listed in ROPS under Line Item No. 195.

Fiscal Impact:

While Staff is recommending an extension and a revised Rate Schedule to reflect current pricing, sufficient funding remains in the contract, therefore a budget increase is unnecessary at this time. Leighton is listed in the Recognized Obligation Payment Schedule under Line Item No. 195.

Recommendation:

It is recommended that the Agency Board approve Amendment No. 1 to the Professional Services Agreement with Leighton Consulting, Inc.

Exhibit:

- A. Amendment No. 1 to Professional Services Agreement with Leighton Consulting, Inc., dated March 26, 2020

TH/JN:jf

EXHIBIT A

Amendment No. 1 to Professional Services Agreement with Leighton Consulting, Inc.,
dated March 26, 2020

[Attached]

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

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 26th day of March, 2020, by and between the Successor Agency to the Industry Urban-Development Agency, a public agency (“Agency”) and Leighton Consulting, Inc., a California Corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 22, 2018, the Agreement was entered into and executed between the Agency and Consultant to provide geotechnical services for the Industry Business Center’s traffic mitigation projects; and

WHEREAS, as the projects have recently begun, it is necessary to amend the term of the Agreement, and align it with the Recognized Obligation Payment Schedule period, through June 30, 2022, and it is recommended that the Rate Schedule be amended in its entirety to reflect Consultant’s current rates; and

WHEREAS, it is also necessary to amend the Agreement to reflect the current address for the Agency’s General Counsel; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

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

1. TERM

Section 1 is hereby revised to read in its entirety as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

14. NOTICES

Section 14 is hereby revised with current address for the General Counsel as follows:

With a copy to:

James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with the amended to include the rates set forth in Attachment 1, attached hereto, and incorporated herein by reference.

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

“AGENCY”
SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

“CONSULTANT”
LEIGHTON CONSULTING, INC.

By: _____
Troy Helling, Executive Director

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

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

EXHIBIT B

RATE SCHEDULE

ATTACHMENT 1

EXHIBIT C RATE SCHEDULE

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Prevailing Wage (field soils / materials tester) *	125	Project Administrator/Word Processor/Dispatcher	72
Prevailing Wage (Special Inspector) *	131	Information Specialist	99
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	135	CAD Operator	113
System Operation & Maintenance (O&M) Specialist	126	GIS Specialist	126
Non Destructive Testing (NDT)	135	GIS Analyst	149
Field / Laboratory Supervisor	131	Staff Engineer / Geologist / Scientist	135
City of Los Angeles Deputy Building (including Grading) Inspector	140	Senior Staff Engineer / Geologist / Scientist / ASMR	144
		Operations / Laboratory Manager	162
		Project Engineer / Geologist / Scientist	162
		Senior Project Engineer / Geologist / Scientist / SMR	180
		Associate	198
		Principal	200
		Senior Principal	200

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		California Bearing Ratio (CBR, ASTM D1883):	
Photograph of sample	10	- 3 point	500
Moisture content (ASTM D2216)	20	- 1 point	185
Moisture & density (ASTM D2937) ring samples	30	R-Value (AASHTO T190/ASTM D2844/CTM 301) untreated soils/aggregates	310
Moisture & density (ASTM D2937) Shelby tube or cutting	40	R-Value (AASHTO T190/ASTM D2844/CTM 301) lime or cement treated soils/aggregates	340
Atterberg limits (ASTM D4318) 3 points:	150	SOIL CHEMISTRY & CORROSION	
- Single point, non-plastic	85	pH Method A (ASTM D4972 or CTM 643)	45
- Atterberg limits (organic ASTM D2487 / D4318)	180	Electrical resistivity – single point – as received moisture	45
- Visual classification as non-plastic (ASTM D2488)	10	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
Particle size:		pH + minimum resistivity (CTM 643)	130
- Sieve only 1½ inch to #200, (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	135	Sulfate content - gravimetric (CTM 417 B Part II)	70
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	175	Sulfate screen (Hach®)	30
- Hydrometer only (ASTM D422)	110	Chloride content (AASHTO T291/CTM 422)	70
- Sieve + hydrometer (≤3 inch sieve, ASTM D422)	185	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
- Percent passing #200 sieve, wash only (ASTM D1140)	70	Organic matter content (ASTM D2974)	65
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	125	SHEAR STRENGTH	
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	100	Pocket penetrometer	15
- Total porosity - on Shelby tube sample (calculated from density & specific gravity)	165	Direct shear (ASTM D3080, mod., 3 points):	
- Total porosity - on other sample	155	- Consolidated undrained - 0.05 inch/min (CU)	285
Shrinkage limits (wax method, ASTM D4943)	126	- Consolidated drained - <0.05 inch/min (CD)	345
Pinhole dispersion (ASTM D4647)	210	- Residual shear EM 1110-2-1906-IXA	50
Dispersive characteristics (double hydrometer ASTM D4221)	90	(price per each additional pass after shear)	
As-received moisture & density (chunk/carved samples)	60	Remolding or hand trimming of specimens (3 points)	90
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	105	Oriented or block hand trimming (per hour)	65
COMPACTION & PAVEMENT SUBGRADE TESTS		Single point shear	105
Standard Proctor compaction, (ASTM D698) 4 points:		Torsional shear (ASTM D6467 / ASTM D7608)	820
- 4 inch diameter mold (Methods A & B)	160	CONSOLIDATION & EXPANSION/SWELL TESTS	
- 6 inch diameter mold (Method C)	215	Consolidation (ASTM D2435):	195
Modified Proctor compaction (ASTM D1557) 4 points:		- Each additional time curve	45
- 4 inch diameter mold (Methods A & B)	220	- Each additional load/unload w/o time reading	40
- 6 inch diameter mold (Method C)	245	Expansion Index (EI, ASTM D4829)	130
Check point (per point)	65	Swell/collapse – Method A (ASTM D4546-A, up to 10 load/unloads w/o time curves)	290
Relative compaction of untreated/treated soils/aggregates (CTM 216)	250	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	105
Relative density (0.1 ft mold, ASTM D4253, D4254)	235		

METHOD	\$/TEST	METHOD	\$/TEST
TRIAxIAL TESTS		HYDRAULIC CONDUCTIVITY TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135	Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	310
Unconsolidated undrained triaxial compression test on cohesive soils (USACE Q test, ASTM D2850, per confining stress)	170	- Each additional effective stress	120
Consolidated undrained triaxial compression test for cohesive soils, (ASTM D4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	- Hand trimming of soil samples for horizontal K	60
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):		Remolding of test specimens	65
- Sand or silty sand soils (per confining stress)	375	Permeability of granular soils (ASTM D2434)	135
- Silt or clayey sand soils (per confining stress)	500	Soil suction (filter paper method, ASTM D5298)	400
- Clay soils (per confining stress)	705	SOIL-CEMENT	
- Three-stage triaxial (sand or silty sand soils)	655	Moisture-density curve for soil-cement mixtures (ASTM D558)	240
- Three-stage triaxial (silt or clayey sand soils)	875	Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
- Three-stage triaxial (clay soils)	1,235	Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	60
Remolding of test specimens	65	Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235
		¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS		AGGREGATE PROPERTIES	
Concrete cylinders compression (ASTM C39) (6" x 12")	25	Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212)	50
Concrete cylinders compression (ASTM C39) (4" x 8")	22	Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	60
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	40	LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211)	200
Trimming concrete cores (per core)	20	LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)	250
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	85	Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208)	130
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)	85	Clay lumps, friable particles (AASHTO T112/ASTM C142)	175
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25	Durability Index (AASHTO T210/ASTM D3744/CTM 229)	200
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400	Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	40
Length of drilled concrete cores (CTM 531)	40	Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234)	130
HOT MIX ASPHALT (HMA)		Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	135
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100	Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	215
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900	Cleanness value of coarse aggregate (CTM 227)	210
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	350	Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	225
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	150	Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	650
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,350	MASONRY	
Extraction by centrifuge, percent asphalt (ASTM D2172)	150	Mortar cylinders (2" by 4", ASTM C780)	25
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)	135	Grout prisms (3" by 6", ASTM C1019)	25
Stabilometer, S-Value (ASTM D1560/CTM 366)	265	Masonry cores compression, ≤6" diameter (testing only, ASTM C42)	40
Bituminous mixture preparation (AASHTO R30/CTM 304)	80	CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)	45
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	60	CMU moisture content, absorption & unit weight (6 required, ASTM C140)	40
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)	50	CMU linear drying shrinkage (ASTM C426)	175
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)	55	CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM C1314)	180
Maximum density - Hveem (CTM 308)	200	CMU grouted prisms (compression test > 8" x 8" x 16", ASTM C1314)	250
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	130	Masonry core-shear, Title 24 (test only)	70
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40	BRICK	
Rubberized asphalt (add to above rates)	+ 25%	Compression (cost for each, 5 required, ASTM C67)	40

METHOD	\$/TEST	METHOD	\$/TEST
REINFORCING STEEL		SPRAY APPLIED FIREPROOFING	
Rebar tensile test up to ≤ No. 10 bars (ASTM A370)	45	Unit weight (density, ASTM E605)	60
Rebar tensile test > No. 10 bars ≤ No. 17, (ASTM A370)	100	BEARING PADS/PLATES AND JOINT SEAL	
Rebar bend test, up to ≤ No. 10 bars (ASTM A370)	45	Elastomeric Bearing Pads (Caltrans SS 51-3)	990
Rebar bend test > No. 10 bars ≤ No. 17, (ASTM A370)	150	Elastomeric Bearing Pad with Hardness and Compression Tests (Caltrans SS 51-3)	1230
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775)	45	Type A Joint Seals (Caltrans SS 51-2)	1620
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)	65	Type B Joint Seals (Caltrans SS 51-2)	1530
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775)	45	Bearing Plates (A536)	720
Tensile strength, ≤100,000 pounds axial load (ASTM A370)	45	STREET LIGHTS/SIGNALS	
Prestressing wire, tension (ASTM A416)	150	100W HPS Lighting (Caltrans RSS 86)	1296
Sample preparation (cutting)	50	SAMPLE TRANSPORT	
Resistance Butt-Welded Hoops/Bars, up to No. 10 (CTM 670)	180	Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	90
Post-Tensioned Bars (ASTM A772)	420		

EQUIPMENT, SUPPLIES & MATERIALS

	\$/UNIT		\$/UNIT
1/4 inch Grab plates	5 each	Manometer	25 day
1/4 inch Tubing (bonded)	0.55 foot	Mileage (IRS Allowable)	0.545 mile
1/4 inch Tubing (single)	0.35 foot	Moisture test kit (excludes labor to perform test, ASTM E1907)	60 test
3/8 inch Tubing, clear vinyl	0.55 foot	Nuclear moisture and density gauge	88 day
4-Gas meter (RKI Eagle or similar)/GEM 2000	130 day	Pachometer	25 day
Air flow meter and purge pump (200 cc/min)	50 day	Particulate Monitor	125 day
Box of 24 soil drive-sample rings	120 box	pH/Conductivity/Temperature meter	55 day
Brass sample tubes	10 each	Photo-Ionization Detector (PID)	120 day
Caution tape (1000-foot roll)	20 each	Pump, Typhoon 2 or 4 stage	50 day
Combination lock or padlock	11 each	QED bladder pump w/QED control box	160 day
Compressed air tank and regulator	50 day	Resistivity field meter & pins	50 day
Concrete coring machine (≤6-inch-dia)	150 day	Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	15 each
Consumables (gloves, rope, soap, tape, etc.)	35 day	Slope inclinometer	200 day
Core sample boxes	11 each	Soil sampling T-handle (Encore)	10 day
Crack monitor	25 each	Soil sampling tripod	35 day
Cutoff saws, reciprocating, electric (Sawzall®)	75 day	Stainless steel bailer	40 day
Disposable bailers	12 each	Submersible pump, 10 gpm, high powered Grunfos 2-inch with controller	160 day
Disposable bladders	10 each	Submersible pump/transfer pump, 10-25 gpm	50 day
Dissolved oxygen meter	45 day	Support service truck usage (well installation, etc.)	200 day
DOT 55-gallon containment drum with lid	65 each	Survey/fence stakes	8 each
Double-ring infiltrometer	125 day	Tedlar® bags	18 each
Dual-stage interface probe	80 day	Traffic cones (≤25)/barricades (single lane)	50 day
Dynamic Cone Penetrometer	400 day	Turbidity meter	70 day
Generator, portable gasoline fueled, 3,500 watts	90 day	Tyvek® suit (each)	18 each
Global Positioning System/Laser Range Finder	80 day	Vapor sampling box	55 day
Hand auger set	90 day	Vehicle usage (carrying equipment)	20 hour
HDPE safety fence (≤100 feet)	40 roll	VelociCalc	35 day
Horiba U-51 water quality meter	135 day	Visqueen (20 x 100 feet)	100 roll
Light tower (towable vertical mast)	150 day	Water level indicator (electronic well sounder) <300 feet deep well	60 day
Magnehelic gauge	15 day	ZIPLEVEL®	15 day

- **Expiration:** This fee schedule is effective through December 31, 2021 after which staff hourly rates will be subject to 4% annual increase.
- **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on California official holidays.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 4 hours: 4-hour minimum charge up to the first four hours of work
 8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.
 Project time accrued includes portal to portal travel time.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting

**EXHIBIT A TO AMENDMENT NO. 1:
PROFESSIONAL SERVICES AGREEMENT WITH LEIGHTON CONSULTING, INC.
(DATED MARCH 22, 2018)**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 22, 2018 ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and Leighton Consulting, Inc., a California Corporation ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Fifteen Thousand, Five Hundred and Four Dollars (\$315,504.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is the subject of the approved ROPs, provide any services that requires compensation under this Agreement in an amount which

exceeds the amount approved under the applicable line item, based on the hourly rates set forth in Exhibit B attached hereto and incorporated herein by this reference. The initial budget amount for the ROPs 18-19A period (July 1, 2018 through June 30, 2019) for \$200,000 has been submitted for approval. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of \$315,504 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for

which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Duty to Defend

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the Agency, unless Consultant is prohibited by law from informing the Agency of such Discovery, court order or subpoena. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless Agency is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant

Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

Agreement.

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"AGENCY"

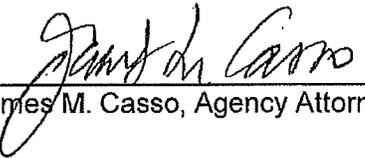
**Successor Agency to the Industry
Urban-Development Agency**

By: 
Mark D. Radecki, Chairman

Attest:

By: 
Diane M. Schlichting, Agency Secretary

Approved as to form:

By: 
James M. Casso, Agency Attorney

"CONSULTANT"

LEIGHTON CONSULTING, INC.

By:  3/19/2018
THOMAS C. BENSON, JR., PRESIDENT/CBZ

By: _____

Attachments:

- | | |
|-----------|------------------------|
| Exhibit A | Scope of Services |
| Exhibit B | Rate Schedule |
| Exhibit C | Insurance Requirements |

EXHIBIT A

SCOPE OF SERVICES

The Successor Agency to the Industry Urban-Development Agency (SA-IUDA) has various traffic mitigations required in the EIRs for Industry East and Industry Business Center in the jurisdictions surrounding and within the City of Industry. These are primarily intersection and roadway widenings. The scope includes all geotechnical services that may be required for those purposes including, but not limited to:

- Geotechnical exploration and investigation for design of new streets and other improvements
- Geotechnical review of plans and pavement design reports and plans
- Development of pavement design recommendations and recommendations for other improvements.
- Review condition of existing pavement, provide recommendations for pavement improvement
- Geotechnical services during grading and construction including observation and testing during overexcavation, subgrade preparation, placement of aggregate base and placement of asphaltic concrete, and during construction of other structures and improvements
- Materials testing of asphalt, concrete, and other materials used in construction

EXHIBIT B
RATE SCHEDULE



Leighton

2017 PROFESSIONAL FEE SCHEDULE

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I	81	Project Administrator/Word Processor/Dispatcher	76
Technician II / Special Inspector	90	Information Specialist	105
Senior Technician / Senior Special Inspector	100	CAD Operator	114
Prevailing Wage (field soils / materials tester) *	115	GIS Specialist	133
Prevailing Wage (Special Inspector) *	125	Staff Engineer / Geologist / Scientist	138
Prevailing Wage (Source Inspector, NDT, and Soil Remediation O&M) *	138	Senior Staff Engineer / Geologist / Scientist / ASMR	147
System Operation & Maintenance (O&M) Specialist	133	Operations / Laboratory Manager	166
Non Destructive Testing (NDT)	138	Project Engineer / Geologist / Scientist	166
Deputy Inspector	135	Senior Project Engineer / Geologist / Scientist / SMR	185
Field / Laboratory Supervisor	133	Associate	204
Source Inspector I	128	Principal	223
Source Inspector II	133	Senior Principal	261
Source Inspector III	138		

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		California Bearing Ratio (CBR, ASTM D1883):	
Photograph of sample	10	- 3 point	500
Moisture content (ASTM D2216)	20	- 1 point	185
Moisture & density (ASTM D2937) ring samples	30	R-Value (CTM 301) untreated	310
Moisture & density (ASTM D2937) Shelby tube or cutting	40	R-Value (CTM 301) lime or cement treated soils	340
Atterberg limits (ASTM D4318) 3 points:	150	SOIL CHEMISTRY & CORROSIIVITY	
- Single point, non-plastic	85	pH Method A (ASTM 4972 or CTM 643)	45
- Atterberg limits (organic ASTM D2487 / 4318)	180	Electrical resistivity – single point – as received moisture	45
- Visual classification as non-plastic (ASTMD 2488)	10	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
Particle size:		pH + minimum resistivity (CTM 643)	130
- Sieve only 1½ inch to #200, (ASTM D6913/CTM 202)	135	Sulfate content - gravimetric (CTM 417 B Part II)	70
- Large sieve – 6 inch to #200 (ASTM D6913/CTM 202)	175	Sulfate screen (Hach®)	30
- Hydrometer only (ASTM D422)	110	Chloride content (AASHTO T291/CTM 422)	70
- Sieve + hydrometer (≤3" sieve, ASTM D422)	185	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
- Percent passing #200 sieve, wash only (ASTM D1140)	70	Organic matter content (ASTM 2974)	65
Specific gravity-fine (passing #4, ASTM D854/CTM 207)	125	SHEAR STRENGTH	
Specific gravity-coarse (ASTM C127/CTM 206) > #4 retained:	100	Pocket penetrometer	15
- Total porosity - on Shelby tube sample (calculated from density & specific gravity)	165	Direct shear (ASTM D3080, mod., 3 points):	
- Total porosity - on other sample	155	- Consolidated undrained - 0.05 inch/min (CU)	285
Shrinkage limits (wax method, ASTM D4943)	126	- Consolidated drained - <0.05 inch/min (CD)	345
Pinhole dispersion (ASTM D4647)	210	- Residual shear EM 1110-2-1906-IXA	50
Dispersive characteristics (double hydrometer ASTM D4221)	90	(price per each additional pass after shear)	
As-received moisture & density (chunk/carved samples)	60	Remolding or hand trimming of specimens (3 points)	90
Sand Equivalent (SE, ASTM D2419/CTM 217)	105	Oriented or block hand trimming (per hour)	65
COMPACTION & PAVEMENT SUBGRADE TESTS		Single point shear	105
Standard Proctor compaction, (ASTM D698) 4 points:		Torsional shear (ASTM D6467 / ASTM D7608)	820
- 4 inch diameter mold (Methods A & B)	160	CONSOLIDATION & EXPANSION/SWELL TESTS	
- 6 inch diameter mold (Method C)	215	Consolidation (ASTM D2435):	195
Modified Proctor compaction (ASTM D1557) 4 points:		- Each additional time curve	45
- 4 inch diameter mold (Methods A & B)	220	- Each additional load/unload w/o time reading	40
- 6 inch diameter mold (Method C)	245	Expansion Index (EI, ASTM D4829)	130
Check point (per point)	65	Swell/collapse – Method A (ASTM D4546-A, up to 10 load/unloads w/o time curves)	290
Relative compaction of untreated/treated soils/aggregates (CTM 216)	250	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	105
Relative density (0.1 ft mold, ASTM D4253, D4254)	235		

METHOD	\$/TEST	METHOD	\$/TEST
TRIAxIAL TESTS		HYDRAULIC CONDUCTIVITY TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135	Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C):	310
Unconsolidated undrained triaxial compression test on cohesive soils (USACE Q test, ASTM D2850, per confining stress)	170	- Each additional effective stress	120
Consolidated undrained triaxial compression test for cohesive soils, (ASTM D4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	- Hand trimming of soil samples for horizontal K	60
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):		Remolding of test specimens	65
- Sand or silty sand soils (per confining stress)	375	Permeability of granular soils (ASTM D2434)	135
- Silt or clayey sand soils (per confining stress)	500	SOIL-CEMENT	
- Clay soils (per confining stress)	705	Moisture-density curve for soil-cement mixtures (ASTM D558)	240
- Three-stage triaxial (sand or silty sand soils)	655	Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
- Three-stage triaxial (silt or clayey sand soils)	875	Compressive strength of molded soil-cement cylinders (ASTM D1633) per cylinder ¹	60
- Three-stage triaxial (clay soils)	1,235	Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235
Remolding of test specimens	65	¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

SAMPLE TRANSPORT	\$/TRIP	METHOD	\$/TEST
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	90	Maximum density - Hveem (CTM 308)	200
METHOD		Theoretical maximum density and specific gravity of HMA (CTM 309/AASHTO T209)	130
CONCRETE STRENGTH CHARACTERISTICS		Thickness or height of compacted bituminous paving mixture specimens (ASTM 3549)	40
Concrete cylinders compression (ASTM C39) (6" x 12")	25	Rubberized asphalt (add to above rates)	+ 25%
Concrete cylinders compression (ASTM C39) (4" x 8")	22	AGGREGATE PROPERTIES	
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	40	Sieve analysis (fine & coarse aggregate, ASTM C136/ CTM 202) with finer than #200 wash (ASTM C117)	135
Trimming concrete cores (per core)	20	LA Rattler-smaller coarse aggregate <1.5" (ASTM C131/ AASHTO T96)	200
Flexural strength of concrete (simple beam with 3rd pt. loading, ASTM C78/CTM 523)	85	LA Rattler-larger coarse aggregate 1-3" (ASTM C535)	250
Flexural strength of concrete (simple beam with center pt. loading, ASTM 293/CTM 523)	85	Durability Index (DI, CTM 229)	200
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25	Cleanness value of coarse aggregate (CTM 227)	210
Drying shrinkage (four readings, up to 90 days, 3 bars, ASTM C157)	400	Unit weight of aggregate (CTM 212)	50
HOT MIX ASPHALT (HMA)		Soundness, magnesium (ASTM C88)	225
Compacted AC Resistance to Moist Damage (AASHTO T283)	2,100	Soundness, sodium	650
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900	Uncompacted void content – fine aggregate (CTM 234/AASHTO T304)	130
Gyratory Compaction (AASHTO T312)	350	Flat & elongated particles in coarse aggregate (CTM 235/ASTM D4791)	215
Extraction by ignition oven, percent asphalt (ASTM D6307/CTM 382/AASHTO T308)	150	Percent of crushed particles (CTM 205/AASHTO T335)	135
Ignition oven correction/correlation values	quote	Organic impurities in concrete sand (CTM 213)	60
Extraction by centrifuge, percent asphalt (ASTM D2172)	150	Specific gravity – coarse aggregate (CTM 206)	100
Gradation of extracted aggregate (ASTM D5444/CTM 202)	135	Specific gravity – fine aggregate (CTM 207)	125
Stabilometer value (CTM 366)	265	Sand Equivalent (SE, CTM 217/AASHTO T176)	105
Bituminous mixture preparation (CTM 304)	80	Apparent specific gravity of fine aggregate (CTM 208)	130
Moisture content of asphalt (CTM 370)	60	Moisture content of aggregates by oven drying (CTM 226/AASHTO T255)	40
Bulk specific gravity – molded specimen or cores (ASTM D1188/CTM 308/AASHTO T275)	55	Clay lumps, friable particles (ASTM C142)	175

METHOD	\$/TEST	METHOD	\$/TEST
MASONRY		SLAB-ON-GRADE MOISTURE EMISSION KIT	
Mortar cylinders (2" by 4", ASTM C780)	25	Moisture test kit (excludes labor to perform test, ASTM E1907)	60
Grout prisms (3" by 6", ASTM C1019)	25	REINFORCING STEEL	
Masonry cores compression, ≤6" diameter (testing only, ASTM C42)	40	Rebar tensile test, ≤ up to No. 10 (ASTM A370)	45
CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)	45	Rebar tensile test, ≥No. 11 & over (ASTM A370)	100
CMU moisture content, absorption & unit weight (6 required, ASTM C140)	40	Rebar bend test, up to No. 11 (ASTM A370)	45
CMU linear drying shrinkage (ASTM C426)	175	Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775)	45
CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM E 447 C1314)	180	Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)	65
CMU grouted prisms (compression test > 8" x 8" x 16", ASTM E 447 C1314)	250	Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775)	45
Masonry core-shear, Title 24 (test only)	70	STEEL	
BRICK		Tensile strength, ≤100,000 pounds axial load (ASTM A370)	45
Compression (cost for each, 5 required, ASTM C67)	40	Prestressing wire, tension (ASTM A416)	150
		Sample preparation (cutting)	50
		SPRAY APPLIED FIREPROOFING	
		Unit weight (density, ASTM E605)	60

EQUIPMENT, SUPPLIES & MATERIALS

	\$/UNIT		\$/UNIT
Dynamic Core Petrameter	400 Day	Manometer	25 day
Particulate Monitor	125 day	Mileage (IRS Allowable)	0.535 mile
1/4 inch Grab plates	5 each	Nuclear moisture and density gauge	88 day
1/4 inch Tubing (bonded)	0.55 foot	Pachometer	25 day
1/4 inch Tubing (single)	0.35 foot	pH/Conductivity/Temperature meter	55 day
3/8 inch Tubing, clear vinyl	0.55 foot	Photo-Ionization Detector (PID)	120 day
4-Gas meter (RKI Eagle or similar)/GEM 2000	130 day	Pump, Typhoon 2 or 4 stage	50 day
Air flow meter and purge pump (200 cc/min)	50 day	QED bladder pump w/QED control box	160 day
Box of 24 soil drive-sample rings	120 box	Resistivity field meter & pins	50 day
Brass sample tubes	10 each	Slip / Threaded Cap, 2-inch or 4-inch diameter, PVC Schedule 40	15 each
Caution tape (1000-foot roll)	20 each	Slope inclinometer	200 day
Combination lock or padlock	11 each	Soil sampling T-handle (Encore)	10 day
Compressed air tank and regulator	50 day	Soil sampling tripod	35 day
Concrete coring machine (≤6-inch-dia)	150 day	Stainless steel bailer	40 day
Consumables (gloves, rope, soap, tape, etc.)	35 day	Submersible pump, 10 gpm, high powered Grunfos 2-inch with controller	160 day
Core sample boxes	11 each	Submersible pump/transfer pump, 10-25 gpm	50 day
Crack monitor	25 each	Survey/fence stakes	8 each
Cutoff saws, reciprocating, electric (Saws All)	75 day	Tedlar® bags	18 each
Disposable bailers	12 each	Traffic cones (≤25)/barricades (single lane)	50 day
Disposable bladders	10 each	Turbidity meter	70 day
Dissolved oxygen meter	45 day	Tyvek® suit (each)	18 each
DOT 55-gallon containment drum with lid	65 each	Vapor sampling box	55 day
Double-ring infiltrometer	125 day	Vehicle usage	15 hour
Dual-stage interface probe	80 day	VelociCalc	35 day
Generator, portable gasoline fueled, 3,500 watts	90 day	Visqueen (20 x 100 feet)	100 roll
Global Positioning System/Laser Range Finder	80 day	Water level indicator (electronic well sounder) <300 feet deep well	60 day
Hand auger set	90 day	Support service truck usage	200 day
HDPE safety fence (≤100 feet)	40 roll	ZIPLEVEL®	15 day
Horiba U-51 water quality meter	135 day		
Magnahelic gauge	15 day		

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

TERMS & CONDITIONS

- **Expiration:** For all classifications except those subject to prevailing wage, this fee schedule is effective through December 31, 2017 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are subject to change at any time based upon the project advertised date, and changes in California prevailing wage laws or wage rates. Prevailing wage time accrued will include portal to portal travel time. Prevailing wage rates are subject to increase after June 30, 2017.
- **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on California official holidays.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or Material Testing Services:
 - 4 hours: 4-hour minimum charge up to the first four hours of work
 - 8 hours: 8-hour minimum charge for over four hours of work, up to eight hours
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUCCESSOR AGENCY

ITEM NO. 5.8



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

MEMORANDUM

TO: Honorable Chair and Members of the Successor Agency Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Agency Engineer *JN*
Sean Calvillo, Project Manager, CNC Engineering

DATE: March 26, 2020

SUBJECT: Consideration of Amendment No. 6 to the Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., revising the indemnity provisions, extending the term through June 30, 2021, revising the rate schedule, and increasing compensation by \$572,000.00, for a total Agreement amount not to exceed \$1,797,550.00

Background:

On December 19, 2013, the Successor Agency to the Industry Urban-Development Agency ("Agency") approved an Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., ("SCS") to provide landfill engineering services during the mass grading construction phase of the Agency's Industry Business Center ("IBC") East Development. SCS is listed in the Recognized Obligation Payment Schedule ("ROPS") under Line Item No. 221.

On February 24, 2015, the Agency approved Amendment No. 1, a budget increase for continued landfill engineering services during the mass grading construction phase of the Agency's IBC East Development. On January 25, 2016, the Agency approved Amendment No. 2, to amend the Agreement to include installation of the landfill gas ("LFG") control system mechanical and electrical components and to provide continued assistance with engineering, maintenance and monitoring and regulatory compliance issues related to the presence of the landfill during the post-construction phase.

On December 22, 2016, the Agency approved Amendment No. 3 which included performance source tests on the carbon treatment system, including preparation of a test plan to be submitted to the South Coast Air Quality Management District ("SCAQMD"), as well as oversight during system testing and review of the final report. SCS continues to provide landfill engineering services during the post-construction phase and startup of the gas control system for the IBC East Development. In addition,

they also oversee and document the installation of five (5) landfill gas monitoring wells to document any landfill gas mitigation.

On July 26, 2018, the Agency approved Amendment No. 4, providing funding for continued work for as-requested engineering, permitting and environmental operation, monitoring and maintenance services, through December 31, 2018. Additionally, SCS has been working with the SCAQMD on permit requirements for monitoring and reporting emissions at the Valley Land Development Landfill. SCS filed for an exemption with SCAQMD to allow a reduction in site monitoring requirements and compliance costs, without compromising public safety and environmental protection. This exemption is the Alternate Compliance Plan ("ACP"). SCAQMD is processing this permit and SCS must continue to perform work complying with all the required regulations. We are still hoping that SCAQMD will reduce the monitoring requirements but have yet to grant that reduction. At the time of SCAQMD permit approval, costs will be greatly reduced to monitor the site.

On November 28, 2018, the Agency approved Amendment No. 5, increasing compensation extending the term through December 31, 2020, with a companion increase in compensation of \$273,000. This Amendment allows SCS to continue the landfill monitoring services as well as the annual regulatory requirements to prove through testing protocol and monitoring that the Gas Collection and Control System ("GCCS") is operating within SCAQMD permit standards.

Discussion:

Amendment No. 6 is needed in order to extend the Agreement through June 30, 2021 which coincides with the end of the ROPS 20-21 term. In order for SCS to continue providing landfill monitoring services, a budget increase of \$572,000.00 is requested. Additionally, the current rate schedule under the original Agreement was approved in 2013 and an updated rate schedule is proposed to replace the old one as part of this Amendment No. 6. SCS will continue to perform annual regulatory requirements for proving through testing protocol and monitoring that the GCCS is operating within SCAQMD permit standards. This includes an annual source test that will test the entire monitoring system to verify it is meeting emissions requirements, administer Carbon Media changeouts, and provide the quarterly monitoring and reporting on the perimeter monitoring probes. A contingency is included for any unexpected regulatory compliance, permitting, GCCS repairs and 3rd party support services cost fluctuations.

SCS is tasked as a regulatory agency liaison to those who regulate the landfill monitoring work. As was discussed in Amendment No. 4, SCS applied for an exemption to the permit with SCAQMD with the ACP. That process is still ongoing. The primary driver for the compensation increase is recently, the SCAQMD issued a requirement that the Agency design and install an additional 30 perimeter monitoring probes ("PMP") around the landfill and provide additional drawings and documents for justifying less than 30 additional probes through the ACP process. Due to the continuation of the ACP process with SCAQMD and the recent addition of the 30 monitoring probes, additional compensation is needed.

As SCAQMD further processes the permit, SCS continues to perform work complying with all the regulations required. Staff recommends the Agency approve Amendment No. 6 extending the term through the end of ROPS 20-21, June 30, 2021, increase compensation by \$572,000.00, and update the rate schedule.

Fiscal Impact:

The fiscal impact is \$572,000.00. SCS is approved in the Recognized Obligation Payment Schedule (ROPS) under Line Item 221.

Recommendation:

It is recommended that the Agency approve Amendment No. 6 to the Agreement with SCS, to extend the term through June 30, 2021, revising the rate schedule, and a companion budget increase in the amount of \$572,000.00, for a total not-to-exceed Agreement amount of \$1,797,550.00.

Exhibit:

A. Amendment No. 6 to Agreement for Consulting Services dated March 26, 2020

TH/JN/SC:jf

EXHIBIT A

Amendment No. 6 to Agreement for Consulting Services, dated March 26, 2020

[Attached]

**AMENDMENT NO. 6
TO AGREEMENT FOR CONSULTING SERVICES WITH STEARNS, CONRAD AND
SCHMIDT, CONSULTING ENGINEERS, INC.**

This Amendment No. 6 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of March, 2020, (“Effective Date”) by and between the Successor Agency to the Industry Urban-Development Agency, a public agency (“Agency”) and Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dba SCS Engineers, a Virginia corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about December 19, 2013, the Agency, approved an Agreement for Consulting Services with Consultant, to provide landfill engineering and consulting services; and

WHEREAS, on or about February 24, 2015, the Agency approved a budget increase, increasing the Agreement compensation by \$305,830.00 for continued landfill engineering services during the mass grading construction phase of the Agency’s Industry Business Center East development; and

WHEREAS, on or about January 25, 2016, the Agency approved Amendment No. 2 to amend the Agreement to include installation of the LFG control system mechanical and electrical components and to provide continued assistance with engineering, maintenance and monitoring and regulatory compliance issues related to the presence of the landfill during the post-construction phase; and

WHEREAS, on or about December 22, 2016, Amendment No. 3 to the Agreement was approved, amending the Scope of Services to include preparation of a test plan to be submitted to SCAQMD and oversight during system testing and review of the final report; and

WHEREAS, on or about July 26, 2018, Amendment No. 4 to the Agreement was approved, amending the Agreement to extend the term through next ROPS period of 18-19A, and a companion increase in compensation of \$952,550.00; and

WHEREAS, on or about November 26, 2018, Amendment No. 5 to the Agreement was approved to extend the term, increase the compensation to allow for continued services, and perform annual and quarterly monitoring tests through December 31, 2020; and

WHEREAS, the Parties desire to amend the Agreement to revise the indemnity language to comply with best practices which were implemented since the original Agreement was executed in 2013, extend the term through June 30, 2021, increase the compensation to allow for continued services and amend in its entirety the Rate Schedule to reflect Consultant’s current rates; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter

into this Amendment No. 6, as set forth below.

AMENDMENT

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

Section 3, Term, is hereby amended in its entirety to read as follows:

Section 3. Term

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

Section 5, Compensation, is hereby amended as follows:

Section 5. Compensation

The dollar figure of \$1,225,550.00 shall be amended, in all instances, to read \$1,797,550.00.

Section 12, Indemnification, is hereby amended to read in its entirety as follows:

Section 12. Indemnification

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless the Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which

Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

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

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

Exhibit C, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment 1, attached hereto, and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6 to the Agreement as of the Effective Date.

“AGENCY”
SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

“CONSULTANT”
STEARNS, CONRAD AND SCHMIDT
CONSULTING ENGINEERS, INC.

By: _____
Cory C. Moss, Chairperson

By: _____
Joseph J. Miller, P.E., Vice President

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

ATTACHMENT 1

EXHIBIT C

Rate Schedule

(Effective through June 31, 2021)

Technical Field Personnel	Rate (\$)/Hour
Laborer	60
Fusion Technician	77
Technician	79
Systems Specialist	82
Equipment Operator	91
Foreman	94
Plant Operator	98
Senior Technician	103
Superintendent	113
Mechanic	118
Controls Specialist	139
Senior Superintendent	144

Management/Support Personnel	Rate (\$)/Hour
Secretarial	57
Project Administrator	75
Field Data Analyst	84
Senior Project Administrator	86
Administrative Coordinator	103
Designer/Drafter	113
Project Coordinator/Accountant	118
Field Project Coordinator	139
Project Professional/H&S Specialist	149
Regional Field Compliance Auditor	168
Controls & Instrument Engineer	168
Product Development Manager	184
System Integrator/Product Manager	189
Project Manager/H&S/National Compliance Manager	209
Senior Project Professional	214
Sr. Project Manager	219
National RMC Director	235
Sr. Project Advisor	240
Regional Manager/Project Director	270

Engineering Personnel	Rate (\$)/Hour
Clerical	79
Administrative/Secretarial	87
Technician	93
CAD Drafter	99
Senior Engineering Technician	105
Associate Staff Professional	108
Assistant Office Services Manager/Project Administrator	113
Project Analyst	117
Office Services Manager/Senior Project Administrator	119
CAD Designer	121
Staff Professional I	128
Senior Office Services Manager	132
Staff Professional II	136
Staff Professional III	144
Project Professional I	152
Project Professional II	160
Project Professional III	167
Senior Project Professional I	174
Senior Project Professional II	187
Senior Project Professional III	197
Certified Industrial Hygienist	203
Project Manager I	210
Project Manager II	220
Senior Certified Industrial Hygienist	229
Project Manager III	235
Senior Project/Technical Manager	250
Senior Project Advisor	259
Project Director I	265
Project Director II	273
Principal	278
Vice President	295
Senior Vice President	330

1. Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at \$60 for up to a half day (4 hours) of use, and \$110 for up to a full day (company cars at \$50/\$90). These charges incorporate an allowance of 100 miles per job per day; a \$0.35 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.
2. For special situations such as expert court testimony and limited consultation, hourly rates, without mark-up will be on an individually negotiated basis.

EXHIBIT A TO AMENDMENT NO. 6:

**AGREEMENT FOR CONSULTING SERVICES WITH STEARNS, CONRAD AND
SCHMIDT, CONSULTING ENGINEERS, INC. DATED DECEMBER 19, 2013**

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 19th day of December, 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA AS SCS ENGINEERS**, a Virginia Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires landfill consultation services from a consultant for the Industry Business Center.

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

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

1. Consultant's Services.

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

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

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

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

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

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

2. City Representative.

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

3. Term of Agreement.

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

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at \$243,018.00. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is the subject of the approved ROPs, provide any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item,

based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14B period (January 1, 2014 through June 30, 2014) has been approved for \$50,000.00. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of \$243,018.00 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

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

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

the standards set forth in this Agreement and that such work complies with requirements of any governmental agency or entity and applicable law.

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

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

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

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

13. Insurance.

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

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

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

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

insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

l. For purposes of applying insurance 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 the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

With a copy to:

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

If to Consultant:

SCS Engineers
6601 Koll Center Parkway, Suite 140
Pleasanton, CA 94566
Attn: Joseph J. Miller, P.E.

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

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

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

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

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

21. Reliance on Reports [check if applicable]

Consultant understands that Agency will rely upon its reports, analysis and related 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. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

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

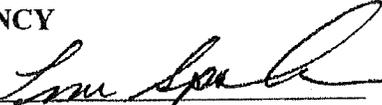
29. Severability.

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

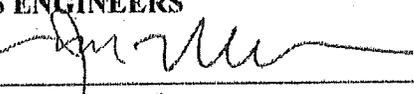
30. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

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

By: 
Tim Spohn, Chairman

**STEARNS, CONRAD AND SCHMIDT,
CONSULTING ENGINEERS, INC. DBA AS
SCS ENGINEERS**

By: 

By: 

EXHIBIT A

Scope of Services

Exhibit "A"

Environmental Consultants
and Contractors

6601 Koll Center Parkway
Suite 140
Pleasanton, CA 94566

925 426-0080
FAX 925 426-0707
www.scsengineers.com

SCS ENGINEERS

December 12, 2013
File No. 011153213

Mr. Kevin Radecki, Executive Director
Successor Agency to the Industry-Urban Development Agency
15625 East Stafford Street #100
City of Industry, California 91744

**Subject: Proposal for Landfill Engineering Services
Proposed Industry Business Center Development (IBC East)
State Route 60/57 Freeway at Grand Avenue
City of Industry, California**

Dear Mr. Radecki:

This letter provides a proposal and budget for SCS Engineers (SCS) to provide landfill engineering services in support of your agency's proposed Industry Business Center (IBC) development project.

The IBC site consists of two large parcels, one on the east side of Grand Avenue that is roughly 245 acres, and one on the west side of Grand Avenue that is roughly 347 acres. SCS's proposal is specific to the first phase of development east of Grand Avenue (IBC East), which will entail rough grading and site preparation for up to 10 new commercial buildings with cumulative footprint area of 2.2 million square feet. The grading operation for IBC East will require earth cut and fill totaling approximately 8.5 million cubic yards.

Approximately 11 acres of land within the IBC East parcel, known as the former Valley Land Development Landfill (Landfill) was used as a municipal waste disposal site in the 1950's and 1960's. Current IBC East development plans call for excavation and relocation of approximately 40,000 cubic yards of debris (under a proposed building area), and reconsolidation of those materials onto the remaining Landfill footprint. Up to 45 feet of engineered clean fill soils will be placed atop the reconfigured Landfill to meet development grading requirements.

SCS proposes to assist your development team with engineering and permitting issues related to the presence of the Landfill.

SCOPE OF SERVICES

Work to be performed by SCS will be at the direction of your agency and its consultants, and will include but not be limited to the following:

- Provide technical input and general specifications for waste excavation, relocation, environmental controls, and engineered fill placement in support of preparation of bid



Exhibit "A"

Mr. Kevin Radecki
December 12, 2013
Page 2

documents for site grading (plans to be prepared by others). We understand the grading plans will be distributed to bidders in January 2014 and this is a fast-track item.

- Regulatory agency liaison and permit assistance with those agencies involved with redevelopment at old landfill sites - Regional Water Quality Control Board (RWQCB), South Coast Air Quality Management District (AQMD), Los Angeles County Department of Public Health and Department of Public Works, and CalRecycle.
- Preparation of landfill closure/post-closure maintenance and end use plan and cost estimates.
- Preparation of a waste excavation management plan for AQMD submittal.
- Abandonment and/or re-location of groundwater and landfill gas monitoring wells.
- Demonstration of financial assurance for post-closure maintenance and reasonably foreseeable releases.
- Preparation of conceptual plans for methane gas control and monitoring (LA County Building Code Section 110.3, California Title 27, AQMD Rule 1150.1).
- Water quality monitoring in support of agency inquiries, requirements, or permit conditions.
- Engineering design for site improvements – landfill final grading, cover and drainage; environmental control systems; and methane gas control and monitoring.

COMPENSATION

We understand your agency has established a budget set aside of **\$243,018** for landfill engineering services. SCS will bill against this amount on a time-and-materials or fixed fee basis, with a specific scope and budget agreed upon in advance for each task assignment and in accordance with your project priorities. Attached for reference is our Standard Fee Schedule.

TERMS AND CONDITIONS

Our services will be performed in accordance with a professional services agreement between SCS and your agency, with mutually acceptable terms and conditions.

Exhibit "A"

Mr. Kevin Radecki
December 12, 2013
Page 3

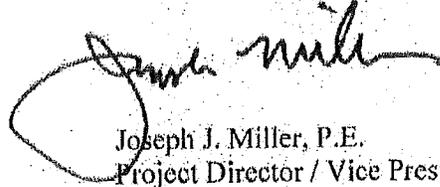
CLOSING

SCS looks forward to working with you on this project. If you have any questions regarding this submittal or desire any additional information, please contact the undersigned.

Sincerely,



Tina Quo Schmiesing
Project Manager
SCS ENGINEERS



Joseph J. Miller, P.E.
Project Director / Vice President
SCS ENGINEERS

cc: Joshua Nelson, CNC Engineering

EXHIBIT B
Project Timeline

EXHIBIT B

Project Timeline

Start date: December 19, 2013

Estimated end of construction: December 31, 2020

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

EXHIBIT C
Professional Fee Schedule
Hourly Rates

Exhibit "C"

Environmental Consultants
and Contractors

6601 Koll Center Parkway
Suite 140
Pleasanton, CA 94566

925 426-0080
FAX 925 426-0707
www.scsengineers.com

SCS ENGINEERS

FEE SCHEDULE (Effective April 1, 2013 through March 31, 2014)

	<u>Rate/Hour</u>
Project Director	225
Senior Project/Technical Manager	205
Certified Industrial Hygienist.....	198
Project Manager II.....	185
Project Manager I.....	175
Professional Geologist	165
Senior Project Professional II.....	150
Senior Project Professional	140
Project Professional II.....	130
Project Professional I	125
Construction Superintendent.....	125
Staff Professional II.....	105
Staff Professional I.....	100
Project Administrator.....	95
Associate Staff Professional.....	90
Senior Engineering Technician	85
Designer/Drafter.....	85
Technician	80
Administrative/Secretarial.....	75

General Terms

1. Scheduled rates are effective through March 31, 2014. Work performed thereafter is subject to a new Fee Schedule.
2. Rates for principals of the firm may be negotiated on a project-specific basis with a base rate of \$275 per hour.
3. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.
4. Charges for field equipment and instruments will be in accordance with SCS Engineers' Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at \$50 for up to a half day (4 hours) of use, and \$100 for up to a full day (company cars at \$40/\$80). These charges incorporate an allowance of 100 miles per job per day; a \$0.51 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis. Personal vehicles will be charged at the Federal rate then in effect.
5. Overtime will be charged at 125 percent of standard rates for weekday work in excess of 8 hours. Work performed on holidays and weekends will be charged at 150 percent of standard rates.



Exhibit "C"

SCS Fee Schedule

April 1, 2013 – March 31, 2014

Page 2

6. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
7. Payment of SCS Engineers invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS Engineers in collecting any amounts past due and owing on client's accounts.
8. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.