



SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA AUGUST 27, 2015 8:30 A.M.

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

Addressing the Agency:

- ▶ **Agenda Items:** *Members of the public may address the Successor Agency on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Successor Agency is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the Secretary prior to the Agenda item being called and prior to the individual being heard by the Successor Agency.*
- ▶ **Public Comments (Non-Agenda Items):** *Anyone wishing to address the Successor Agency on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Successor Agency from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Successor Agency is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the Secretary prior to the Agenda item being called by the Secretary and prior to the individual being heard by the Successor Agency..*

Americans with Disabilities Act:

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

Agendas and other writings:

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

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

5. **BOARD MATTERS**

- 5.1 Consideration of the minutes of the June 10, 2015 special meeting of the Successor Agency to the Industry Urban-Development Agency.

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

- 5.2 Consideration of Resolution No. SA 2015-09 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING A POLICY FOR THE DISPOSAL OF REAL PROPERTY PURSUANT TO THE LONG-RANGE PROPERTY MANAGEMENT PLAN HEALTH AND SAFETY CODE SECTION 34191.5.

RECOMMENDED ACTION: Adopt Resolution No. SA 2015-09.

- 5.3 Update on the 2015 Bond Refinancing.

RECOMMENDED ACTION: Receive and file the report.

- 5.4 Consideration of an Agreement for Consulting Services between the Successor Agency and WKE, Inc., to perform structural design for the Industry Business Center Project, in the amount of \$80,000.00, as identified in Line Item No. 222 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Agreement.

- 5.5 Consideration of award of Contract No. IBC-0383R, Industry Business Center 66KV Transmission Line Relocation Project, to International Line Builders, Inc., in the amount of \$646,830.00, as identified in Line Item No. 281 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Award the contract to International Line Builders, Inc., in the amount of \$646,830.00.

- 5.6 Consideration of a Memorandum of Understanding between the Successor Agency and the City of Industry for the expenditure of City grant funds on the Grand Avenue Off-Ramp Project, as identified in Line Item No. 128 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Memorandum of Understanding.

- 5.7 Consideration of a Cooperative Agreement with Caltrans for the construction of the Grand Avenue Off-Ramp, as identified in Line Item No. 128 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Agreement.

- 5.8 Consideration of options to finance the upcoming construction contracts at the Industry Business Center Project, as identified in Line Item No. 217 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Receive the report, with possible direction to staff.

- 5.9 Update on the slide restoration work for Change Order No. 3, Industry Business Center East Side Mass Grading, Contract No. IBC-0380, as identified in Line Item No. 271 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Review and provide direction to staff.

- 5.10 Update on the traffic mitigation measures in the City of Walnut resulting from the Industry East and Industry Business Center Projects, as identified in Line Item Nos. 197, 218, 220, 251-254 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Review with possible direction given to staff.

6. **CLOSED SESSION**

- 6.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)

7. Adjournment. Next regular Successor Agency meeting will be on Thursday, September 24, 2015 at 8:30 a.m.

SUCCESSOR AGENCY

ITEM NO. 5.1

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 10, 2015
PAGE 1

CALL TO ORDER

The Special Meeting of the Successor Agency to the Industry Urban-Development Agency was called to order by Chairman Radecki at 4:18 p.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Radecki.

ROLL CALL

PRESENT: Mark Radecki, Chairman
Cory Moss, Vice Chair
Jeff Parriott, Board Member
Newell Ruggles, Board Member

ABSENT: Roy Haber, Board Member

STAFF PRESENT: Kevin Radecki, Executive Director; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

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

- 5.1 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE: Successor Agency Legal Counsel
Pursuant to Government Code Section 54957(b)(1)
- 5.2 PUBLIC EMPLOYEE APPOINTMENT: Successor Agency Legal Counsel
Pursuant to Government Code Section 54957(b)(1)

There were no public comments on the Closed Session item.

Chairman Radecki recessed the meeting into Closed Session at 4:19 p.m.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 10, 2015
PAGE 2

RECONVENE SUCCESSOR AGENCY BOARD MEETING

Chairman Radecki reconvened the meeting at 4:26 p.m. All members of the Board were present, except Board Member Haber who were absent.

With regard to Closed Session Item 5.1, by a 3-1 vote, the Successor Agency agreed to terminate the Agency Legal Counsel contract with Richards Watson & Gershon, by the following vote:

AYES: Board Member Ruggles, Vice Chair Moss, and Chairman Radecki

NOES: Board Member Parriott

ABSENT: Board Member Haber

ABSTAIN: None

With regard to Closed Session Item 5.2, by a 3-1 vote, the Successor Agency agreed to appoint James M. Casso of the law firm Casso and Sparks, LLP, to serve as Agency Legal Counsel, by the following vote:

AYES: Board Member Ruggles, Vice Chair Moss, and Chairman Radecki

NOES: Board Member Parriott

ABSENT: Board Member Haber

ABSTAIN: None

ADJOURNMENT

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

Mark D. Radecki, Chairman

Diane M. Schlichting, Assistant Secretary

SUCCESSOR AGENCY

ITEM NO. 5.2



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

FROM: Paul J. Philips *Paul J. Philips*

DATE: August 21, 2015

SUBJECT: Policy regarding the Disposition of Agency-Owned Properties

Please find attached Resolution No. SA 2015-09 updating the policies and procedures for the disposal of real properties pursuant to the Long-Range Property Management Plan.

IT IS RECOMMENDED that the Successor Agency Board review and adopt Resolution No. SA 2015-09 which, when adopted, will better clarify the procedure and policy surrounding the required disposal of all properties affected.

RESOLUTION NO. SA 2015-09

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY
URBAN- DEVELOPMENT AGENCY APPROVING A POLICY FOR THE
DISPOSAL OF REAL PROPERTY PURSUANT TO THE LONG-RANGE
PROPERTY MANAGEMENT PLAN HEALTH AND SAFETY CODE
SECTION 34191.5**

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding ABX1 26 (the “Dissolution Act”) largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court’s decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Industry Urban-Development Agency (the “former RDA”), were dissolved on February 1, 2012; and

WHEREAS, under the Dissolution Act, the City of Industry (“City”) serves as the Successor Agency to the Industry Urban-Development Agency (the “Successor Agency”), subject to all limitations, conditions and qualifications as provided in the Dissolution Act; and

WHEREAS, pursuant to Health and Safety Code subsection 34191.5(b), the Successor Agency is required to prepare a Long-Range Property Management Plan (“LRPMP”) that addresses the disposition and use of the real properties of the former Redevelopment Agency; and

WHEREAS, the report was required to be submitted to the Oversight Board and the State Department of Finance (“DOF”) for approval no later than six months following the issuance to the Successor Agency of the finding of completion, which the Successor Agency received on May 9, 2013; and

WHEREAS, the Successor Agency’s initial LRPMP and amended LRPMP have been submitted and approved by the Oversight Board and approved by the DOF on November 12, 2014; and

WHEREAS, pursuant to the approved LRPMP, the Successor Agency has been actively and diligently marketing various properties for sale. Unfortunately, while some of the properties have closed escrow or will be closing escrow, others have fallen out of escrow because the buyers have been unable to meet the fulfill the reasonable terms and conditions of the purchase and sale agreements; and

WHEREAS, in an effort to ensure an expeditious, open and transparent re-marketing effort for those properties that have fallen out of escrow, it is necessary to adopt a procedure for the sale of these properties

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-
DEVELOPMENT AGENCY DOES HEREBY RESOLVE, FIND AND DETERMINE AS
FOLLOWS:**

Section 1. The Recitals set forth above are true and correct, and are incorporated herein by reference.

Section 2. At a publicly noticed meeting on August 27, 2015, the Successor Agency adopted the following procedures for any property that has fallen out of escrow, or that may fall out of escrow in the future:

- A. The Successor Agency's Executive Director shall re-offer any property for sale no more than ten (10) days following the termination of escrow by re-advertising the sale of the property on the City of Industry's website and by providing written notice to any prior and unsuccessful bidders for the property. Any qualified persons or duly organized companies, including any prior unsuccessful bidder, may submit a written bid. Notwithstanding the foregoing, the individual bidder(s) or his/her/its affiliated companies whose bid was previously accepted but did not successfully close escrow, is prohibited from rebidding on the property.
- B. The City's website and notice inviting bids, shall provide the previously accepted purchase price. The bid period shall be open for not less than 30 days. In addition to the written bid, the bidder must submit with his/her/its bid, a deposit in the following form and amount: for bids \$10.0 million and under, the Agency shall require a cashier's check in the amount of \$100,000.00; for bids greater than \$10.0 million, a \$250,000.00 cashier's check is required (the "initial deposit"). Upon the opening of escrow, the successful bidder's initial deposit shall be negotiated and credited towards the purchase price. Within ten (10) days following the opening of escrow, the successful bidder shall make another deposit into escrow, so that the total amount on deposit shall equal ten percent (10%) of the purchase price. The initial deposit shall be non-refundable 30 days after escrow is opened, if the escrow terminates prior to close through no fault of the Successor Agency. Bids that fail to provide the initial deposit shall be deemed unqualified, and shall not be considered.
- C. The Executive Director shall review all qualified bids and may submit any qualified bid for approval at an open, and publicly noticed meeting of the Successor Agency. After consideration and selection of a bidder, the Successor Agency shall seek the approval of the Oversight Board and DOF, as required by law.

Section 3. The Executive Director of the Successor Agency or his designee is authorized and directed to take all actions necessary to implement this Resolution.

Section 4. The provisions of this resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the resolution or their applicability to other persons or circumstances.

Section 5. The Successor Agency's Assistant Secretary shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 27th day of August 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

Diane M. Schlichting, Assistant Secretary
Successor Agency to the Industry Urban-
Development Agency

SUCCESSOR AGENCY

ITEM NO. 5.3

MEMORANDUM

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

From: Dean Yamagata, Contracted Finance Officer

Date: August 20, 2015

Subject: July 2015 Bond Refinancing

The Successor Agency completed the refinancing of all of its outstanding bonds on July 1, 2015. The total principal amount of the bonds outstanding as of June 1, 2015 amounted to \$593.3 million and carried interest rates ranging from 4.38% to 10.00%.

The bonds were refinanced by issuing a par amount of \$574,905,000 of refunding bonds consisting of \$14,370,000 of tax exempt refunding bonds and \$560,535,000 of taxable refunding bonds. Interest rates on the refunding bonds range from 1.914% to 5.750%.

This will generate a gross savings of approximately \$102.1 million over the repayment life of the bonds.

SUCCESSOR AGENCY

ITEM NO. 5.4

(The back up material for this item was not available at the time of publication. This information will be distributed as a handout as soon as it becomes available.)

SUCCESSOR AGENCY

ITEM NO. 5.5



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

From: Paul J. Philips, Executive Director *Paul J. Philips*

Staff: Clement N. Calvillo, CNC Engineering
Eduardo Pereira, CNC Engineering *EC*

Date: August 6, 2015

SUBJECT: Industry Business Center 66KV Transmission Line Relocation Project (IBC-0383R)

The above project was authorized for solicitation of bids on June 25, 2015 for an estimated cost of \$650,000.00 The Notice Inviting Sealed Bids was advertised in the San Gabriel valley Tribune on July 6, 2015 and July 13, 2015 it was also advertised in Construction Bidboard, Inc., Dodge Data & Analytics, Southern California Builders Association, and Bid America trade publications on July 1, 2015.

Twelve (12) contractors obtained plans and specifications for bidding:

A.D. Wilson	Mel Smith Electric, Inc.
Asplundh Construction Corp.	Pacific Industrial Electric
Herman Weissker, Inc.	Petty C. Thomas
Hot Line Construction, Inc.	Southern Contracting Company
International Line Builders, Inc.	Vontage Utility Services
M.M.C., Inc.	W.A. Rasic Construction

Bids were received and opened on July 29, 2015 at 10:00 am, in the City Administrative Offices. CNC Engineering has reviewed the bids which appear to be in order and recommends award to the low bidder, International Line Builders, Inc., Riverside, Ca, in the amount of six hundred forty six thousand eight hundred thirty dollars and no cents (\$646,830.00) as identified in Line Item No. 281 of the Recognized Obligation Payment Schedule.

EP:cl

BID TABULATION

SUCCESSOR AGENCY TO THE INDUSTRIAL URBAN-DEVELOPMENT AGENCY
CONTRACT NO. IBC-0383R

INDUSTRY BUSINESS CENTER 66KV TRANSMISSION LINE RELOCATION PROJECT

BID OPENING: JULY 29, 2015 at 10:00 A.M.
ESTIMATE: \$650,000.00

BIDDER	BID BOND	BID AMOUNT
International Line Builders, Inc.	10%	\$646,830.00
Hot Line Construction, Inc.	10%	\$665,514.00
Vontage Utility Services	10%	\$696,565.40
Pacific Industrial Electric	10%	\$732,129.30*
Asplundh Construction Corp.	10%	\$735,760.50*
A.D. Wilson, Inc.	10%	\$743,221.00
W.A. Rasic Construction	10%	\$779,361.00
Herman Weissker, Inc.	10%	\$782,369.00

*This indicates a corrected bid to rectify mathematical or clerical errors.

BID TABULATION

CITY OF INDUSTRY
CONTRACT NO. IBC-0383R

INDUSTRY BUSINESS CENTER 66KV TRANSMISSION LINE RELOCATION PROJECT

BID OPENING: July 29, 2015 AT 10:00 AM
ESTIMATE: \$650,000.00

BIDDER	BID BOND	TOTAL
International Line Builders, Inc.	10%	\$646,830.00
Hot Line Construction, Inc.	10%	\$665,514.00
Vontage Utility Services	10%	\$696,565.40
Pacific Industrial Electric	10%	\$732,129.30*
Asplundh Construction Corp.	10%	\$735,760.50*
A.D. Wilson, Inc.	10%	\$743,221.00
W.A. Rasic Construction	10%	\$779,361.00
Herman Weissker, Inc.	10%	\$782,369.00

* This indicates a corrected bid to rectify mathematical errors.

Shading Indicates Items
Added or Revised in
Addendum No. 1

**SECTION C
BID SCHEDULE
FOR**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 383

INDUSTRY BUSINESS CENTER 66KV TRANSMISSION LINE RELOCATION PROJECT
CONTRACT NO. IBC-0383R

BIDDER: International Line Builders Inc

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

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
1.	5" conduit (including fittings and bends) with pull rope	29,820	LF	2.30	68,586
2.	4/0 bare copper ground wire	4,970	LF	3.65	18,140.50
3.	10' x 20' x 9.5' vault	5	EA	36,200	181,000
4.	Joint trench within base asphalt paved areas (including excavation, concrete encasement, 2-sack slurry backfill, crushed aggregate base and base asphalt pavement restoration)	4,300	LF	60.50	260,150
5.	Joint trench outside of base asphalt paved areas (including excavation, concrete encasement, 2-sack slurry backfill and native soil restoration to 90% compaction and original grade) per trench resurfacing detail and perimeter maintenance road profile on Contract Drawing No. 1 of 8	670	LF	41.05	27,503.50
6.	Implementation of Storm Water Soil Loss Prevention Plan using the Water Pollution Control Drawing	1	LS		1450
7.	Contingency for unforeseen conditions			90,000	90,000
GRAND TOTAL (INCLUDING CONTINGENCY)					646,830

McK

I hereby certify that on July 20, 2015, Michael Radel
(Print Name)
examined the site of the proposed work, and the undersigned, fully understands the scope of
work and has checked carefully all words and figures inserted in this Bid Schedule.

By:

International Line Builders
CONTRACTOR NAME

mradel @ ilbinc.com
EMAIL ADDRESS

100007032
DIR #

Earnest L. Brown
PRINT NAME


SIGNATURE

MCR

BIDDER'S INFORMATION SHEET

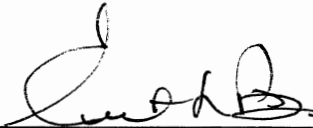
Receipt of the following addenda is hereby acknowledged. (If none so, state.)

Addendum No 1 7/23/2013

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

- 1. I will provide securities in lieu of monies to be withheld to ensure performance under the contract as per Paragraph 65, General Provisions.
- 2. I will not provide securities in lieu of monies to ensure performance under the contract.

International Line Builders Inc
 Bidder
2520 Rubidoux Blvd
 Mailing Address
Riverside Ca. 92509
 City/State/Zip
(951) 682-2982
 Telephone
(951) 346-3180
 Fax


 Signature
Ernest L. Brown
 Print Name
Vice President
 Title
782515 A, C-10
 License No./Class
B-31-2016
 Expiration Date

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

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

AFFIX CORPORATE SEAL

Michael Bass - President
Brad Hulquist - Controller
Ernest Braun - Vice President
Dan Haggard - Vice President

MLR

CONTRACTORS LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 383

INDUSTRY BUSINESS CENTER 66KV TRANSMISSION LINE RELOCATION PROJECT

CONTRACT NO. IBC-0383R

Earnest L. Brown, being first duly sworn, deposes and says that
Name

he or she is Vice President, of International Line Builders Inc
Title Name of Firm

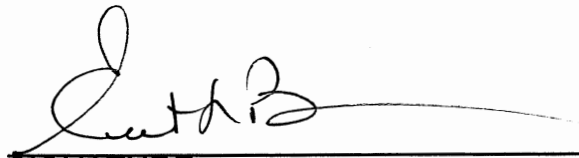
782515 A, C-10
License Number Classification

8-31-2016
Expiration Date

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

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

July 28, 2015
DATE


SIGNATURE

McA

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 383

INDUSTRY BUSINESS CENTER 66KV TRANSMISSION LINE RELOCATION PROJECT

CONTRACT NO. IBC-0383R

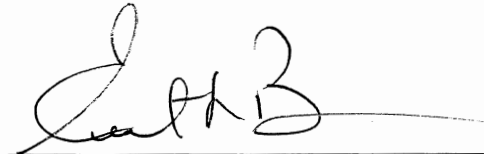
International Line Builders Inc.

certifies that:

Bidder

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

Underground Dry Utility installation, conduit, structures,
Asphalt paving, All work by International Line
Builders Inc, forces



Signature of Authorized
Representative of Bidder

MLR

NON-COLLUSION DECLARATION

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 383

INDUSTRY BUSINESS CENTER 66KV TRANSMISSION LINE RELOCATION PROJECT

CONTRACT NO. IBC-0383R

CONTRACTOR:

International Line Builders Inc.

BUSINESS ADDRESS:

2520 Rubidoux Blvd.
Riverside Ca. 92509

In submitting this bid for the project:

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

I do hereby certify under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed at 2520 Rubidoux Blvd. Riverside
California, this 28 day of July, 2015.



SIGNATURE

MLR

SUBCONTRACTORS LISTING - PAGE 1

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 383

INDUSTRY BUSINESS CENTER 66KV TRANSMISSION LINE RELOCATION PROJECT

CONTRACT NO. IBC-0383R

(See Paragraph 13 - Instructions to Bidders)

1. Name: None
Address: _____
Email: _____
Telephone #: _____ Fax #: _____
License #: _____ DIR# _____
Portion of Work: _____
2. Name: None
Address: _____
Email: _____
Telephone #: _____ Fax #: _____
License #: _____ DIR# _____
Portion of Work: _____
3. Name: None
Address: _____
Email: _____
Telephone #: _____ Fax #: _____
License #: _____ DIR# _____
Portion of Work: _____

SUBCONTRACTORS LISTING - PAGE 2

CITY OF INDUSTRY
PROJECT NO. 424

383

MCF

~~2014-2015 SLURRY SEAL AND PARKING LOT SEALCOAT~~
Industry Business Center 66KV Transmission Line Rehabilitation Project
CONTRACT NO. CITY-1424 IBC-0383R *MCF*
(See Paragraph 13 - Instructions to Bidders)

4. Name: None
Address: _____
Email: _____
Telephone #: _____ Fax #: _____
License #: _____ DIR# _____
Portion of Work: _____

5. Name: None
Address: _____
Email: _____
Telephone #: _____ Fax #: _____
License #: _____ DIR# _____
Portion of Work: _____

6. Name: None
Address: _____
Email: _____
Telephone #: _____ Fax #: _____
License #: _____ DIR# _____
Portion of Work: _____

MCF



Contractor's License Detail for License # 782515

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 7/31/2015 3:30:21 PM

Business Information

INTERNATIONAL LINE BUILDERS INC
P O BOX 23729
PORTLAND, OR 97281
Business Phone Number:(503) 692-0193

Entity Corporation
Issue Date 08/07/2000
Expire Date **08/31/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with LIBERTY MUTUAL INSURANCE COMPANY.

Bond Number: 905038811

Bond Amount: \$12,500

Effective Date: 01/01/2007

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **190022887** for BASS MICHAEL ANTHONY in the amount of **\$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

Effective Date: 12/14/2010

BQI's Bond History

This license filed Bond of Qualifying Individual number **190023720** for OLSEN NICHOLAS ANDREW in the amount of **\$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

Effective Date: 03/01/2011

Workers' Compensation

This license has workers compensation insurance with the LIBERTY MUTUAL INSURANCE COMPANY

Policy Number:WA764D005097

Effective Date: 01/01/2013

Expire Date: 01/01/2016

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

SUCCESSOR AGENCY

ITEM NO. 5.6



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

FROM: Paul J. Philips, Executive Director *Paul J. Philips*

STAFF: John Ballas, Agency Engineer

DATE: August 19, 2015

SUBJECT: MOU for the Westbound Grand Avenue Slip Off-Ramp to SR-60 Freeway Project, ROPS Line Item No. 128

In connection with the Westbound Grand Avenue Off-Ramp from State Route 60 Freeway Project ("Project"), it is necessary for the Successor Agency to enter into a Memorandum of Understanding ("MOU") with the City of Industry for the use of City secured grant funds and Successor Agency bond proceeds towards the Project's construction cost. This MOU outlines the arrangement for processing of payments relative to the cooperative agreements with the California Department of Transportation ("Caltrans") and use of Successor Agency funds.

The Successor Agency and the City will enter into a Cooperative Agreement with Caltrans for Caltrans to advertise, award and administer the Project's construction phase for an estimated cost of \$21.3 million. The City secured grant funds through the "Metro Call for Projects" in the amount of \$9.448 million, and from the Federal Highway Administration (TIGER) grant program in the amount of \$10 million. The remaining \$1.855 million will come from the Successor Agency's bond proceeds, for items listed on the Recognized Obligation Payment Schedule ("ROPS"). As set forth in the MOU, the Successor Agency's contribution will not exceed \$2 million.

The payments to be made by the Successor Agency are listed on line item No. 128 on the ROPS. The total outstanding obligation for line item No. 128 is \$5.872 million, and includes other phases of the Route 57/60 Confluence Project. This line item on the ROPS has been approved by the Successor Agency and the Oversight Board to the Successor Agency in accordance with the requirements of the Health and Safety Code Section 34177. The Successor Agency is also funding related design services and project administration costs from other approved ROPS line items.

The MOU outlines the payment arrangements between the City and the Successor Agency as follows:

1. The City pays all Project costs associated with the Project Agreement. The City invoices the Successor Agency on a quarterly basis for all Project costs incurred as a result of the match funds that will be provided by the Successor Agency in an amount not to exceed \$2.0 million. Successor Agency will promptly reimburse City upon receipt of such invoice.
2. The City performs all of its obligations for accounting and reporting under the Metro and the TIGER Grant as required by each granting agency.

The MOU has been reviewed by staff and legal counsels of both the City and the Successor Agency and found to be in order.

It is hereby recommended that the Successor Agency approve and execute the MOU. Upon approval by the City Council, the MOU will be forwarded to the Successor Agency for signature.

JDB:LC:mk

MEMORANDUM OF UNDERSTANDING

(Westbound Grand Avenue Slip Off Ramp to State Route 60 Freeway Project)

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of August, 2015, (“Effective Date”) by and between the City of Industry, a municipal corporation (the “City”) and the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (the “Successor Agency”). City and Successor Agency are collectively referred to herein as the “Parties”.

I. RECITALS

A. On June 24, 1999, the Industry Urban-Development Agency (the “Agency”) entered into a Lease Agreement (as lessor) (the “Lease”) with Industry East Land, LLC (as lessee) with respect to a 400 acre site located in the City and subsequently developed as an industrial/commercial park consisting of approximately 4,000,000 square feet of industrial and commercial buildings, and commonly known as Grand Crossing project. The Lease required the Agency to pay for all infrastructure and all “CEQA requirements”, including all project related traffic mitigation measures required for the development of the property. The Successor Agency, by operation of law, is charged, in part, with the responsibility to carry out and conclude the existing obligations of the former Agency.

B. An Environmental Impact Report, dated April 17, 2000 (the “EIR”), was prepared and certified for the Grand Crossing project. The EIR identified, among other matters, all project related traffic mitigation measures including necessary improvements to the intersection of Grand Avenue and State Route 60.

C. The proposed project proposes to construct improvements to the SR-60/SR-57 Confluence. The major items of work include extending a southbound SR-57 lane to the Grand off-ramp, reconstructing the westbound on and off-ramps to Grand Avenue, and reconstructing the westbound SR-60 Grand Avenue interchange (the “Project”), at an approximate cost of \$21.3 million. The Project is located within the City of Diamond Bar and will partially satisfy the traffic mitigation measures identified in the EIR for the intersection of Grand Avenue and the Westbound On/Off ramps.

D. Los Angeles County Metropolitan Transportation Authority “LACMTA” has notified the City that it has been awarded \$9,448,000.00 in local Proposition C 25 funds for a portion of the Project costs related to construction and contract administration (the “LACMTA Grant”).

E. The Federal Highway Administration “FHWA” notified the City that it has been awarded \$10,000,000.00 in TIGER funds for a portion of the Project costs related to construction and contract administration (the “TIGER Grant”).

F. The payments to be made by the Successor Agency with respect to the Project as contemplated by this MOU are listed on line item No. 128 on the Recognized Obligation Payment Schedule (“ROPS”) in the amount of approximately \$5.7 million. This listing in the

ROPS has been approved by the Successor Agency and the Oversight Board to the Successor Agency in accordance with the requirements of the Health and Safety Code Section 34177. Moreover, the State of California, through the Department of Finance (“DOF”), has authorized the expenditure of funds by the Successor Agency for the Project; however, DOF’s express direction is that the Successor Agency enter into all necessary agreements with Caltrans for the Project.

G. The Successor Agency and the City intend to enter into District Agreement No. 07-5033 with Caltrans (the “Project Agreement”) to advertise, award and administer the construction phase for an estimated cost of \$21.3 million. A copy of the Project Agreement is attached hereto as Exhibit A, and incorporated herein by reference.

H. The City and Successor Agency desire to enter into this MOU for the purpose of allocating responsibility for Project activities and payment of Project costs.

II. AGREEMENT

1. **Term.** The terms of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until the required final Report of Expenditures is prepared and submitted to both FHWA and LACMTA or until terminated in accordance with Section 7.

2. **Payment of Project Costs.** Subject to the provisions set forth in Section 3, the City shall pay all costs associated with the Project Agreement, and payment shall be made in accordance with the provisions set forth therein. Costs shall include all Obligations Cost(s), as defined in the Project Agreement. City shall be responsible for all costs of both the City and the Successor Agency.

3. **Reimbursement to City.** The City shall invoice the Successor Agency on a quarterly basis for all Project costs incurred, in an amount not to exceed Two Million Dollars (\$2,000,000.00). Successor Agency shall reimburse City for the Project costs within thirty (30) days of receipt of such invoice. Within 15 days of receipt of each invoice, Successor Agency shall notify City of any disputed amounts included on the invoice. Notwithstanding the foregoing, Successor Agency shall only be responsible for costs listed on an approved Recognized Obligations Payment Schedule, or otherwise approved by the California Department of Finance.

4. **Performance of City’s Obligations Under the LACMTA Grant.** Without the requirement of notice or demand on the part of the Successor Agency, the City shall perform all of its obligations for accounting and reporting under the LACMTA Grant.

5. **Performance of City’s Obligations Under the TIGER Grant.** Without the requirement of notice or demand on the part of the Successor Agency, the City shall perform all of its obligations for accounting and reporting under the TIGER Grant.

6. **Accounting of Funds.** The City shall provide to the Successor Agency at least once each three (3) month period, and otherwise within ten (10) working days following a written request from the Successor Agency, a written statement showing the amount of funds

disbursed by the City to Caltrans, the purposes for which the payments were made and the Caltrans invoices paid by the City.

7. **Termination.** The Parties shall have the right to terminate this MOU upon termination of the Project Agreement. The Successor Agency may terminate this MOU in the event the costs are not approved on the ROPS or otherwise by the California Department of Finance.

8. **Notices.** Notices shall be given pursuant to this MOU by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
Industry, California 91744
Attention: Executive Director

City of Industry
15625 East Stafford Street, Suite 100
Industry, California 91744
Attention: City Manager

9. **Indemnification.**

9.1 The Parties agree that City, its elected and appointed officers, officials, employees, agents, contractors, consultants and volunteers (“**City Indemnitees**”) should, to the extent permitted by law, be fully protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation or court costs, or any other cost arising out of or in any way related to this Agreement (collectively, “**Claims**”). Accordingly, the provisions of this indemnity clause are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Successor Agency acknowledges that City would not enter into this Agreement in the absence of Successor Agency’s commitment to indemnify and protect City as set forth herein.

9.2 To the fullest extent permitted by law, Successor Agency shall indemnify, defend with counsel selected by City, and hold harmless the City Indemnitees from and against any and all Claims of every nature arising out of or in connection with Successor Agency’s performance or failure to comply with this Agreement. By execution of this Agreement, Successor Agency acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9.3 The Parties agree that Successor Agency, its elected and appointed officers, officials, employees, agents, contractors, consultants and volunteers (“**Successor Agency Indemnitees**”) should, to the extent permitted by law, be fully protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation or court costs, or any other cost arising out of or in any way related to this Agreement (collectively, “**Claims**”). Accordingly, the provisions of this indemnity clause are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the Successor Agency.

City acknowledges that Successor Agency would not enter into this Agreement in the absence of City's commitment to indemnify and protect the Successor Agency as set forth herein.

9.4 To the fullest extent permitted by law, City shall indemnify, defend with counsel selected by Successor Agency, and hold harmless the Successor Agency Indemnitees from and against any and all Claims of every nature arising out of or in connection with the City's performance or failure to comply with this Agreement. By execution of this Agreement, City acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. **Severability.** If any term or provision of this MOU 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 MOU, 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.

11. **Venue.** This MOU shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

12. **Integration.** This instrument contains the entire agreement between the City and Successor Agency with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Successor Agency.

13. The waiver by City or Successor Agency 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 MOU shall be deemed to have been waived by City or Successor Agency unless in writing.

14. 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.

15. **Attorneys' Fees.** If any action at law or suit in equity is brought to enforce or interpret the provisions of this MOU, or arising out of or relating to the obligations of the Parties under this MOU, 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. Unless otherwise required by law, the venue for

any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.

16. **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.

17. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

IN WITNESS WHEREOF, the City and Successor Agency have caused this Memorandum of Understanding to be executed by their respective officers, duly authorized, as of the Effective Date.

CITY OF INDUSTRY

By: _____
Name: Mark D. Radecki
Title: Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

By: _____
Name: Mark D. Radecki
Title: Chairman

ATTEST:

Diane M. Schlichting, Secretary

SUCCESSOR AGENCY

ITEM NO. 5.7



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

FROM: Paul Philips, Executive Director *Paul J. Philips*

STAFF: John Ballas, Agency Engineer

DATE: August 21, 2015

SUBJECT: Cooperative Agreement No. 07-5033 with Caltrans for the Route 57/60 Confluence Project; Segment II – Grand Avenue Off-Ramp, ROPS Line Item No. 128

For the purpose of constructing the Westbound Grand Avenue Off-Ramp for the State Route 57/60 Freeway Project ("Project"), it is necessary for the Successor Agency to enter into the attached Cooperative Agreement ("Agreement") with California Department of Transportation ("Caltrans") and the City. Under the terms of the Agreement, Caltrans will advertise, award and administer the construction contract.

Caltrans will be the lead agency managing the bid process, contractor selection and administering all aspects of the construction contract. The Project proposes to construct improvements to the SR-60/SR-57 Confluence. The major items of work include extending a southbound SR-57 auxiliary lane to the Grand off-ramp, modifying the westbound loop on-ramp from Grand Avenue, and reconstructing the westbound SR-60 off-ramp intersection at Grand Avenue.

The estimated cost for this Project is \$21.3 million. The Successor Agency will contribute approximately \$1.855 million in bond proceeds. The City has secured grants through the "Metro Call for Projects" in the amount of \$9.448 million, and a grant through the Federal Highway Administration (TIGER) grant program in the amount of \$10 million, which are sufficient to cover the remaining cost.

On June 24, 1999, the Industry Urban-Development Agency (the "Agency") entered into a Lease Agreement (as lessor) (the "Lease") with Industry East Land, LLC (as lessee) with respect to a 400 acre site located in the City and subsequently developed as an industrial/commercial park consisting of approximately 4,000,000 square feet of industrial and commercial buildings, and commonly known as the Grand Crossing Project. The Lease requires the Agency to pay for all infrastructure and all "CEQA requirements", including all project related traffic mitigation measures required for the development of the property. The

Successor Agency by operation of law is charged, in part, with the responsibility to carry out and conclude the existing obligations of the former Agency. An Environmental Impact Report, dated April 17, 2000 (the "EIR"), was prepared and certified for the Grand Crossing project. The EIR identified, among other matters, all project related traffic mitigation measures including necessary improvements to the intersection of Grand Avenue and State Route 60.

The payments to be made by the Successor Agency with respect to the Grand Avenue Off-Ramp Project, as contemplated by this Cooperative Agreement, are listed on line item No. 128 on the Recognized Obligation Payment Schedule ("ROPS"). The total outstanding obligation for line item No. 128 is \$5.872 million and includes other phases of the Route 57/60 Confluence Project. This listing in the ROPS has been approved by the Successor Agency and the Oversight Board to the Successor Agency in accordance with the requirements of the Health and Safety Code Section 34177.

The following table summarizes the breakdown of the funding sources for the Project. Final payment will be based upon the actual construction and administration costs incurred by Caltrans.

v. 2					
<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY</u> →			<u>CALTRANS</u>		
Source	FUNDING PARTNER	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
Federal	CITY	TIGER *	0	10,000,000	10,000,000
Local	AGENCY	AGENCY funds	0	1,855,000	1,855,000
Local	CITY	Metro Call for Projects	5,000,000	4,448,000	9,448,000
Totals			5,000,000	16,303,000	21,303,000

* This fund type includes federal funds

The Cooperative Agreement 07-5033 has been reviewed by staff and legal counsel of the Successor Agency and is found to be in order.

It is hereby recommended that the Successor Agency Board approve and execute the Cooperative Agreement 07-5033.

PJP:JBD:mk

COOPERATIVE AGREEMENT COVER SHEET

Work Description

Construction of improvements to the SR 60/SR 57 confluence at Grand Avenue Off Ramp.

Contact Information

CALTRANS

Syed Huq, Project Manager
100 South Main Street
Los Angeles, CA 90012
Office Phone: (213) 897-6714
Email: syed.huq@dot.ca.gov

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

John Ballas, Agency Engineer
15625 E. Stafford Street
City of Industry, CA 91744
Office Phone: (626) 333-2211
Email: jdballas@cityofindustry.org

CITY OF INDUSTRY

John Ballas, City Engineer
15625 E. Stafford Street
City of Industry, CA 91744
Office Phone: (626) 333-2211
Email: jdballas@cityofindustry.org

TABLE OF CONTENTS

RECITALS 1

RESPONSIBILITIES 2

 Sponsorship..... 2

 Funding 2

 Implementing Agency..... 3

 CEQA/NEPA Lead Agency 3

 Environmental Permits, Approvals and Agreements..... 3

 Construction 4

 Schedule 5

 Additional Provisions..... 5

GENERAL CONDITIONS 9

DEFINITIONS..... 13

SIGNATURES..... 17

FUNDING SUMMARY 1

 FUNDING TABLE..... 1

 SPENDING SUMMARY 1

 Invoicing and Payment..... 2

 CONSTRUCTION SUPPORT 2

 CONSTRUCTION CAPITAL 2

 Department Furnished Materials (DFM)..... 3

 Signatures..... 4

COOPERATIVE AGREEMENT CLOSURE STATEMENT 2

COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS,

City of Industry, a body politic and municipal corporation of the State of California, referred to hereinafter as CITY, and:

Successor Agency to the Industry Urban-Development Agency, a public corporation/entity, referred to hereinafter as AGENCY. CITY and AGENCY are together referred to as LOCALS.

CALTRANS, CITY and AGENCY are collectively referred to herein as PARTNERS.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, construction of improvements to the SR 60/SR 57 Confluence at Grand Avenue will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents for the PROJECT per the Project Development Procedures Manual.
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress:

- CITY approved the Negative Declaration on 3/25/11 (Cooperative Agreement No. 07-4859).
- CALTRANS approved the Negative Declaration on 3/25/11 (Cooperative Agreement No. 07-4859).
- AGENCY is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 07-5019).
- AGENCY is developing the R/W Certification (Cooperative Agreement No. 07-5019).

6. In this AGREEMENT capitalized words represent either defined terms or acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

8. LOCALS are the SPONSOR for 100% of the PROJECT COMPONENTS included in this AGREEMENT.

Funding

9. FUNDING PARTNERS, funding sources, funding limits, spending limits, and billing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding, billing and payment details of the PROJECT change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this AGREEMENT unless the funding changes require it.

10. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.

If CALTRANS anticipates that funding for the WORK will be insufficient to complete the WORK, CALTRANS will promptly notify LOCALS.

11. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.

12. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
13. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT. Any OBLIGATIONS COSTS of Agency are subject to the review and approval by the California Department of Finance.

Implementing Agency

14. CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.
15. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

CEQA/NEPA Lead Agency

16. CALTRANS is the CEQA lead agency for the PROJECT.
17. CALTRANS is the NEPA lead agency for the PROJECT.

Environmental Permits, Approvals and Agreements

18. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
19. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
20. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
1602 California Department of Fish and Wildlife

Construction

21. As IMPLEMENTING AGENCY for CONSTRUCTION, CALTRANS is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
22. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
23. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
24. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY shall not award the construction contract.
25. CALTRANS will provide a landscape architect who will be responsible for all landscaping activities within the SHS.
26. CALTRANS will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$50,000.
27. CALTRANS will require the construction contractor to furnish payment and performance bonds naming CALTRANS as obligee and to carry liability insurance in accordance with CALTRANS Standard Specifications.
28. After OBLIGATION COMPLETION SHS maintenance will be handled through an existing maintenance agreement.

29. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

Schedule

30. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

Additional Provisions

31. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
32. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
33. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
34. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
35. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
36. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

37. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents.
38. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
39. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule. The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.
40. If HM-1 is found within the PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. AGENCY, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

The costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside the existing SHS right of way are not an OBLIGATIONS COST and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
41. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
42. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
43. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
44. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS.
45. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

46. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this AGREEMENT.
47. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
48. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

49. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), CITY, and AGENCY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

50. If FUNDING PARTNERS fund any part of the PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.

51. If the PROJECT expends federal funds, any PARTNER that hires an Architectural and Engineering consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
52. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
53. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

54. CALTRANS will administer any federal subvention funds shown in the FUNDING SUMMARY table.
55. The cost of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
56. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.
57. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose action or lack of action caused the levy.
58. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
59. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

If LOCALS invoices for rates in excess of DPA rates, LOCALS will fund the cost difference and reimburse CALTRANS for any overpayment.

60. If CALTRANS reimburses LOCALS for any costs later determined to be unallowable, LOCALS will reimburse those funds.

61. If there are insufficient funds available in this AGREEMENT to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

62. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

63. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

GENERAL CONDITIONS

64. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

65. All OBLIGATIONS of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

66. All OBLIGATIONS of AGENCY under the terms of this AGREEMENT are subject to the approval of the AGENCY'S Oversight Board and the California Department of Finance.

67. Neither CITY, AGENCY, nor any officer or employee thereof are responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT.

It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY, AGENCY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

68. Neither CITY, CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AGENCY under this AGREEMENT.

It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CITY, CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

69. Neither AGENCY, CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT.

It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless AGENCY, CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

70. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

71. § 16 點 式 簽 訂 附 件 圖 樣 will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.

72. LOCALS will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. LOCALS waive the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

73. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
74. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
75. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of AGENCY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

76. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
77. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
78. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS.

79. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
80. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
81. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a) (1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
82. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).
- When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.
83. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.
84. 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 OBLIGATIONS set forth in 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. The venue for any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.
85. 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.
86. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS *Workplan Standards Guide for the Delivery of Capital Projects* (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

DFM (Department Furnished Materials) – Any materials or equipment supplied by CALTRANS. Previously referred to as State Furnished Materials (SFM).

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this AGREEMENT.

FUNDING SUMMARY – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.

FUNDING TABLE – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS COST(S) – The cost(s) to complete the responsibilities assigned in this AGREEMENT. Costs that are specifically excluded in this AGREEMENT or that are not incurred in the performance of the responsibilities in this AGREEMENT are not OBLIGATIONS COSTS.

OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the party that incurs the cost from funds that are outside the scope of this AGREEMENT.

PARTNER – Any individual signatory party to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER’s individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
 - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
 - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
 - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
 - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT’s execution and control throughout that project’s lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. The Resident Engineer must be independent of the design engineering company and the construction contractor.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPENDING SUMMARY – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code Section 114 & 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

CALTRANS

Carrie L. Bowen
District Director

Certified as to funds:

Paul Kwong
District Budget Manager

CITY OF INDUSTRY

Mark D. Radecki
Mayor

Attest:

Cecelia Dunlap
Deputy City Clerk

Approved as to form:

James M. Casso, City Attorney

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

Mark D. Radecki
Chairman

Attest:

Diane Schlichting
Secretary

Approved as to form:

James M. Casso, Agency Counsel

FUNDING SUMMARY

v. 2					
<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY</u> →			<u>CALTRANS</u>		
Source	FUNDING PARTNER	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
Federal	CITY	TIGER *	0	10,000,000	10,000,000
Local	AGENCY	AGENCY funds	0	1,855,000	1,855,000
Local	CITY	Metro Call for Projects	5,000,000	4,448,000	9,448,000
Totals			5,000,000	16,303,000	21,303,000

* This fund type includes federal funds

v. 22						
<u>SPENDING SUMMARY</u>						
Fund Type	CONST. SUPPORT			CONST. CAPITAL		Totals
	CALTRANS	CITY	AGENCY	CALTRANS	DFM CALTRANS	
Federal Funds						
CITY TIGER	0	0	0	10,000,000	0	10,000,000
Local Funds						
AGENCY funds	0	0	0	1,506,624	348,376	1,855,000
CITY Metro Call for Projects	5,000,000	0	0	4,448,000	0	9,448,000
Totals	5,000,000	0	0	15,954,624	348,376	21,303,000

Invoicing and Payment

1. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, LOCALS will pay invoices within five (5) calendar days of receipt of invoice.
2. If LOCALS have received EFT certification from CALTRANS then LOCALS will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
3. CALTRANS will draw from state and federal funds that are provided by LOCALS without invoicing LOCALS when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
4. When a PARTNER is reimbursed for actual costs from funds administered by another PARTNER, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice and then refund or pay as necessary in order to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION SUPPORT

5. CALTRANS will invoice CITY for a \$260,000 initial deposit after execution of this AGREEMENT and thirty (30) working days prior to the commencement of CONSTRUCTION SUPPORT expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and CITY will reimburse for actual costs.

CONSTRUCTION CAPITAL

6. CALTRANS will invoice CITY for a \$550,000 initial deposit after execution of this AGREEMENT and thirty (30) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and CITY will reimburse for actual costs.

Department Furnished Materials (DFM)

7. CALTRANS will invoice CITY for a \$368,100 initial deposit after execution of this AGREEMENT and upon AGENCY'S request for DFM. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and CITY will reimburse for actual costs.

Signatures

CALTRANS

Syed Huq
Project Manager

Date _____

District Budget Manager

HQ Accounting

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

Mark D. Radecki
Chairman

Date _____

CITY OF INDUSTRY

Mark D. Radecki
Mayor

Date _____

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTNERS complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by AGENCY?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

5. Did PARTNERS complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Cooperative Agreement 07-5033 and any amendments to the agreement.

The final signature date on this document terminates Cooperative Agreement 07-5033 except survival articles.

All survival articles in Cooperative Agreement 07-5033 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

CALTRANS

Carrie L. Bowen
District Director

Date: _____

CERTIFIED AS TO ALL FINANCIAL
OBLIGATIONS/TERMS AND POLICIES

Paul Kwong
District Budget Manager

AGENCY

Mark D. Radecki
Chairman

Date: _____

CITY OF INDUSTRY

Mark D. Radecki
Mayor

Date: _____

SUCCESSOR AGENCY

ITEM NO. 5.8



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

FROM: Paul J. Philips, Executive Director *Paul J. Philips*

STAFF: John Ballas, Agency Engineer

DATE: August 20, 2015

SUBJECT: Financing Options for the Construction Contracts at the Industry Business Center Project

The Successor Agency has authorized the solicitation of public bids for the next two construction contracts for the Industry Business Center. One is to perform the Phase II, mass grading from Grand Avenue westerly to the area presently being graded by C.A Rasmussen. The second will completely finish the infrastructure and landscaping for the area lying easterly of Grand Avenue. Listed below are estimated costs for both contracts and the related expenses to construct the various utilities within the area easterly of Grand Avenue and for the undergrounding of the SCE overhead transmission lines, which would allow for the completion of the Phase II grading contract.

- I. Line item No. 281, ILB contract to install 66Kv conduit and vaults along the far west side to then allow SCE to install replacement 66Kv cabling prior to removing the existing overhead transmission electrical lines. To be awarded at the August 27th meeting.
 - i. **\$700,000**
- II. Line item no. (to be assigned), a subpart of line item No. 217, for IBC East Side Roadways, Sewers, Dry Utilities, and Slope Landscaping Contract No. 384. To be awarded at the September 24th meeting.
 - i. **\$28,200,000**
- III. Line item no. (To be assigned), a subpart of line item No. 217, for Phase 2 Mass Grading, West Side Contract No. 381. To be awarded at the September 24th meeting.
 - i. **\$26,400,000**
- IV. Line item No. 205 for recycled and potable water facilities by Walnut Valley Water District.
 - i. **\$16,200,000**
- V. Line item No. 206 for installation of electrical cabling and street lights by Industry IPUC for east side only.
 - i. **\$7,000,000**
- VI. Line item No. 202 for installation of 66Kv electrical transmission cabling by SCE along far westerly access road.
 - i. **\$1,000,000**

Total expenses starting January 1, through June 30, 2016 = **\$79,500,000**

Both the East Side and Phase II Mass Grading contracts will open bids in the second week of September 2015. The Successor Agency can then conditionally award each contract at its second meeting in September and place each contract on ROPS 15-16B. The conditions will require the subsequent approval by both the Oversight Board and the Department of Finance (DOF) before a Notice to Proceed is issued to either or both contractors. The earliest start date to issue a notice to proceed is January 1, 2016 (the beginning of the ROPS 16-16B period). The latest date to issue a notice to proceed has been set at June 30, 2016, after which time the contractor may elect to not proceed with the contract at no cost to the Successor Agency. For each month of delay between January and June, the bids will include a delay payment, usually around \$2,500.00 per month.

Each of these contracts is a part of line item No. 217, which was previously denied by DOF in their review of earlier ROPS. In order for DOF to reverse a previous denial, DOF has requested to see evidence of an approved contract and an approved resolution adopted by the Oversight Board. This procedure was successfully followed for the two grading contracts underway at the IBC project.

Options to fund either one or both of these contracts is outlined below:

Option A

- I. Property sale revenue held in US Bank Depository Account on July 1, 2015
 - i. **\$12,000,000**
- II. Expected property sale revenue for this ROPS 15-16A period per the attached Exhibit "A"
 - i. **\$29,000,000.**
- III. Additional loan from City in the amount of \$ 17 million. (Please note, the present Agreement for "Advance and Reimbursement of Costs for Construction Contracts Constituting Enforceable obligations", whereby the City agreed to advance the Successor Agency \$50 million, lists the present contracts with Sukut and C.A. Rasmussen only. The present loan amount is \$34.1million. The loan agreement may have to be amended to include any other contracts).
 - i. **\$15,860,000**
- IV. Accumulated revenue from property rental "other funds" for this ROPS 15-16A period deposited into US Bank (if approved)
 - i. **\$3,706,000**

Total available revenue **\$60,566,000**

Option B

Not advance additional monies from the City, instead, wait for additional property sales to close during the ROPS 15-16B period (January 1, through June 30, 2016). This option could also result in the City being paid back earlier than described in option A.

Option C

- I. To advance the sale of other properties listed on the Long Range Property Management Plan from later ROPS periods.

II. To use such sales proceeds as repayment to the City for under the present loan.

Option D

Proceed with both contracts on January 1, 2016 without having all of the funds prior to the issuance of notice to proceed, anticipating that property sale proceeds will be available during the contract duration. Option D is not recommended.

Recommendation:

To proceed with Option A and request an additional \$50,000,000 increase in the "Advance and Reimbursement Agreement", bringing the total authorized amount for construction contracts to \$100,000,000. Appropriate interest will be paid to the City by the Successor Agency on the second \$50,000,000 request. Both contracts can then proceed on January 1, 2016, with an advance from the \$50,000,000 increased loan amount, depending upon the progress of property sales.

JDB:mk

Exhibit "A"

Estimated Revenue from Sale of Successor Agency Properties
By ROPS periods

ESTIMATED REVENUE FROM SALE OF PROPERTIES

(Revised August 20, 2015)

ROPS 14-15 B 1/1/15-6/30/15

PROPERTY NO.	ESTIMATED SALE DATE	SALE AMOUNT	ESTIMATED CLOSE OF ESCROW
4	May 2015	\$ 1.6M	5/28/15 (closed 5/20/15)
9	May 2015	\$ 6.7M	closed 6/3/15
11	June 2015	\$ 2.4M	closed 6/11/15
16	May 2015	\$ 2.0M	closed 6/11/15
24	May 2015	<u>\$ 0.7M</u>	closed 2/13/15

SUBTOTAL: \$13.4M

ROPS 15-16A 7/1/15-12/30/15

PROPERTY NO.	ESTIMATED SALE DATE	SALE AMOUNT	ESTIMATED CLOSE OF ESCROW
7&8	Aug 2015	\$13.2M	8/2015
17	May 2015	\$ 4.7M	8/18/15
18	June 2015	\$ 2.8M	11/2015
28	May 2016	\$ 8.3M	9/08/15
43	Feb 2015	<u>\$ 0.1M</u>	9/25/15

SUBTOTAL: \$29.1M

ROPS 15-16B 1/1/16-6/30/16

PROPERTY NO.	ESTIMATED SALE DATE	SALE AMOUNT	ESTIMATED CLOSE OF ESCROW
1	April 2016	\$14.2M	4-2016
2	April 2016	\$ 8.2M	4-2016
5	June 2016	\$ 4.0M	
31	June 2016	\$13.0M	
32	June 2016	\$ 5.5M	
34	May 2016	\$ 5.3M	

65	Jan 2016	\$ 0.95M
72	Jan 2016	\$ <u>0.5M</u>

SUBTOTAL: \$51.65M

ROPS 16-17A 7/1/16-12/30/16

PROPERTY NO.	ESTIMATED SALE DATE	SALE AMOUNT	<u>ESTIMATED CLOSE OF ESCROW</u>
10	Dec 2016	\$ 2.7M	
12	Dec 2016	\$ 1.1M	
30&58	Aug 2016	\$ 42.3M	
45,22,46 &52	Dec 2016	\$ 3.9M	
48	Dec 2016	\$ 1.8M	
49 + 23	Dec 2016	\$ 5.5M	
51	Dec 2016	\$ 7.5M	
53	Dec 2016	\$ 0.85M	
54	Dec 2016	\$11.5M	
59 + 60	Dec 2016	\$ 6.4M	
68	July 2016	<u>\$50.0M</u>	

SUBTOTAL: \$133.55M

ROPS 16-17B 1/1/17-6/30/17

PROPERTY NO.	ESTIMATED SALE DATE	SALE AMOUNT	<u>ESTIMATED CLOSE OF ESCROW</u>
19,20,21,50 &47	Jan-June 2017	\$14.8M	
29	Jan-June 2017	\$ 5.0M	
33	Jan-June 2017	\$10.0M	
35	Jan-June 2017	\$ 3.0M	
41	Jan-June 2017	<u>\$50.0M</u>	

SUBTOTAL: \$82.8M

SUCCESSOR AGENCY

ITEM NO. 5.9



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

FROM: Paul J. Philips, Executive Director *Paul J. Philips*

STAFF: John Ballas, Agency Engineer

DATE: August 18, 2015

SUBJECT: Slide Restoration - Sukut Change Order No. 3 for Industry Business Center East Side Mass Grading Contract No. IBC-0380

On June 25, 2015, the Successor Agency approved Change Order No. 3 in the estimated amount of \$1,600,000 to remediate the slide, which occurred underneath the proposed 2 million gallon recycled water reservoir site. The reservoir site is shown on the revised plan of development contained in the Supplement to the EIR for the IBC development. As shown in the attached photo marked "slide area", the contractor had prepared a circular pad for the reservoir and was cutting the back slope along the westerly side of the pad when the slope failed. The initial plan developed by the Successor Agency's geologist, Leighton Consulting, was to remove the entire slide by starting at the easterly property line by excavating a 1 to 1.5 slope to elevation 770. The excavation would then be cut 40 foot lower at a 3 to 1 inclination to the remove all of the slide material to an elevation of 730 (see side view).

This plan was based upon initial borings which appeared to indicate that the slide was 45-50 deep. At this depth, the vertical borings "shifted" giving the impression that the bottom of the slide was at 45-50 feet. After the slide stopped moving and slide removal had commenced, subsequent borings determined that the actual depth was 65-70 feet making the full removal of the slide impractical without potentially impacting the stability of nearby homes on adjacent properties above the slide (elevation 810).

It was determined that the slide occurred along an unmapped, inactive fault which explains why the slide extended deeper than originally measured. The attached revised project drawings were revised to include a wider 100 to 125 foot buttress fill, which would be constructed up to elevation 760 which would contain the lower portion of the slide left in place. From this elevation, a 5 to 1 slope would be placed over the failed reservoir pad, and the recent back cut at the property line would also be filled in.

In order to provide flexibility in the redesign of the area where the slide occurred, and limit concerns about future vertical settlement of the slide material left in place, a replacement location for the 2 million gallon reservoir was studied as shown on the last exhibit. This new location is identical to the location shown in the original EIR for the IBC development and is southerly from the location in the Supplemental EIR prepared for the NFL stadium. Initial reviews show this

location as favorable. As before, the lower portion of the reservoir will be screened from the view of the nearby homes by a small cut into the nearby hillside located between the project limits and the homes. The City's geological consultant, Kleinfelder, is conducting a peer review of this location. The last step in the peer review is to verify that stability of this location is adequate, and that the inactive fault does not extend through this new location and adversely impact the slope stability.

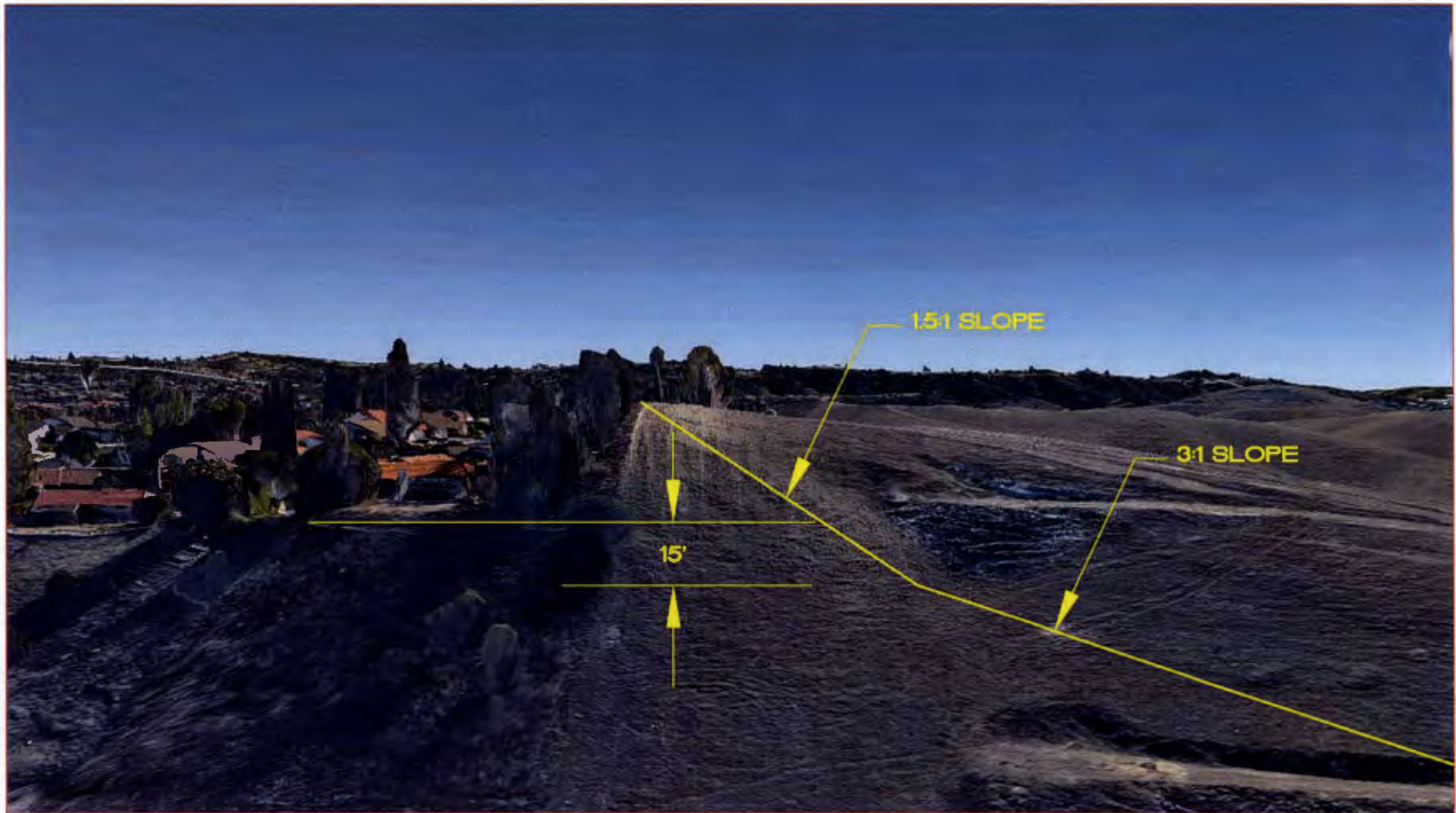
As shown, the buttress was also wrapped around the northerly facing slope to support the remaining lower portion of the slide and 5 to 1 fill place atop. In total, an additional 300,000 cubic yards of material will need to be used to construct this revised buttress fill. The additional fill material will be excavated from cut areas originally shown on the bid drawings, however, the contractor is requesting additional compensation for moving this material from a greater distance on site, considered a "long haul" premium. The estimated cost for the long haul is \$428,000 and is also undergoing a peer reviewed by Kleinfelder.

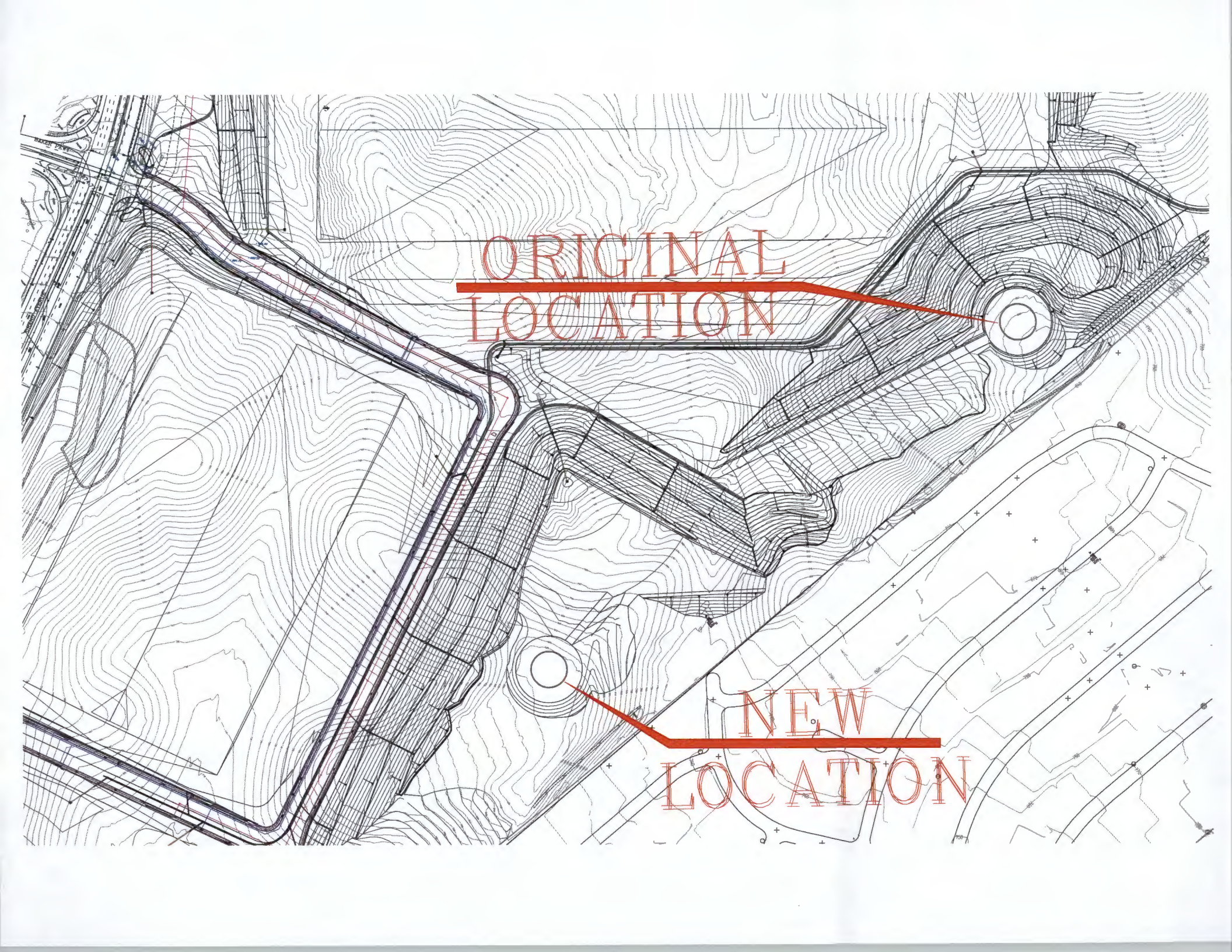
To date, \$1.4M has been charged against Change Order No. 3 on a time and material basis to remove the upper portion of the slide, and to construct the lower portion of the revised buttress fill with nearby material. With the estimated \$428,000 in long haul costs, the total cost for the slide remediation is about \$1.9M.

JDB:mk



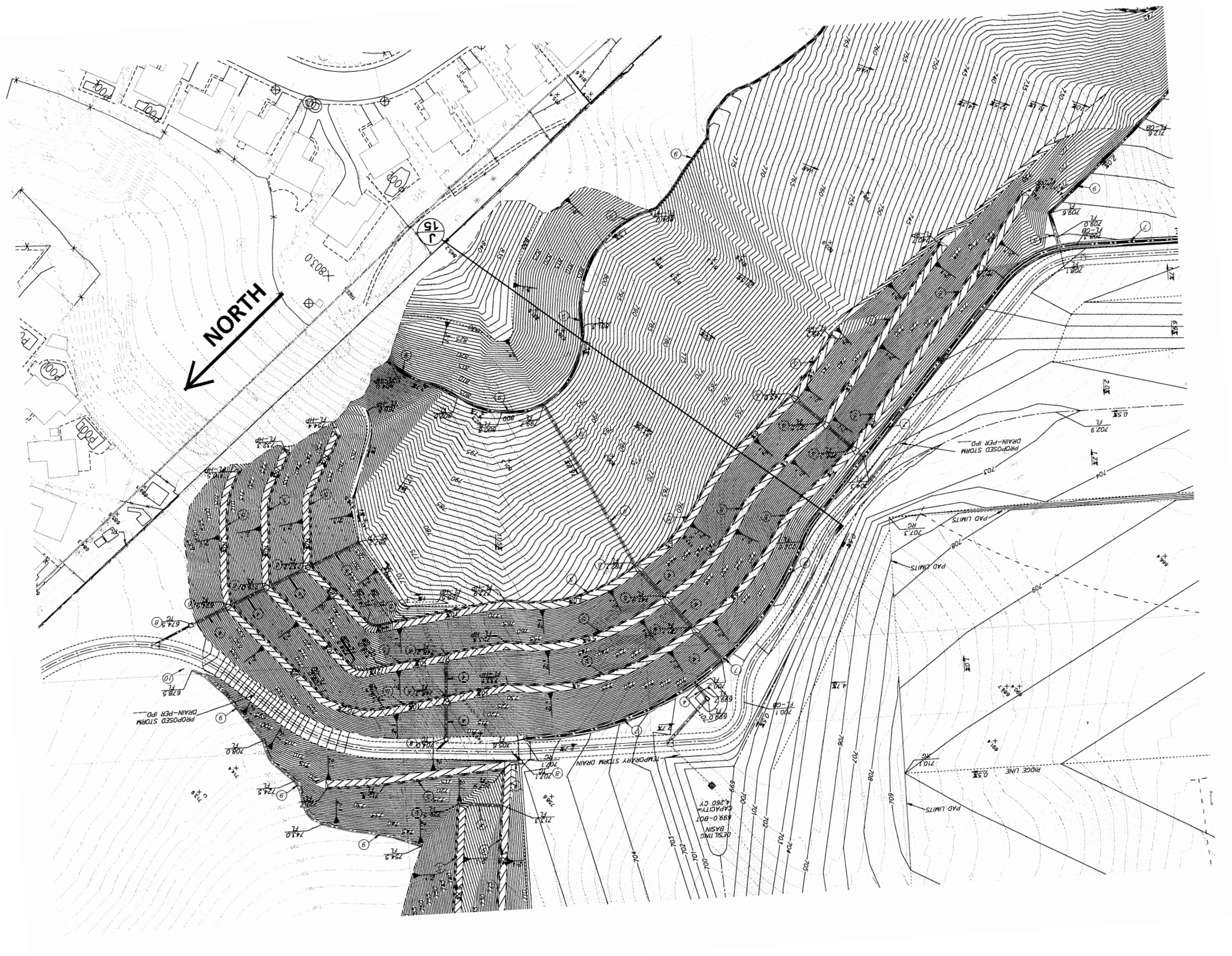
SLIDE AREA (NORTH)



A topographic map showing contour lines and a network of roads. Two circular features are highlighted with red circles. A red line connects the upper circle to the text 'ORIGINAL LOCATION'. Another red line connects the lower circle to the text 'NEW LOCATION'. The map includes various road types, including what appears to be a highway on the right side, and a grid of smaller roads. The contour lines indicate a hilly or mountainous terrain.

ORIGINAL
LOCATION

NEW
LOCATION



NORTH

15 J

DESIGN BASIN
CAPACITY
4,560 CF

PROPOSED STORM
DRAIN-PER IPD

TEMPORARY STORM DRAIN

PROPOSED STORM
DRAIN-PER IPD

PAD LIMITS

PAD LIMITS

PAD LIMITS

MOOSE LINE

SUCCESSOR AGENCY

ITEM NO. 5.10



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

FROM: Paul J. Philips, Executive Director *Paul J. Philips*

STAFF: John Ballas, Agency Engineer

DATE: August 18, 2015

SUBJECT: Traffic Mitigations in the City of Walnut Resulting from the Industry East and Industry Business Center Projects – ROPS Line Item Nos. 197, 218, 220, 251-254

Attached for discussion is a proposal from RKA Consulting to provide engineering design and construction management services related to intersection improvements in the City of Walnut. The lease agreements for both the 400 acre Grand Crossing and 600 acre Industry Business Center specify that the former redevelopment agency is responsible for all required mitigation measures listed in the project EIR's. For traffic related impacts, the Agency's responsibility includes the calculated fair share cost for improvements to nearby street intersections resulting from the Grand Crossing and IBC developments. The total Agency responsibility for intersections located in the City of Walnut is estimated to be \$4,100,000 and is shown on the attached spreadsheet and highlighted in green.

As proposed, the traffic mitigation obligations could be satisfied by the Agency by:

1. Approving RKA Consulting to perform engineering design related services at six intersections in the estimated amount of \$1,400,000 with construction management services for two of six intersections identified below. RKA Engineering is listed on line item No. 253 of the approved ROPS 15-16A for a total amount of \$1,400,000 with the expenditure of \$500,000 prior to December 31, 2015.
2. Entering into agreements with the City of Walnut for the payment of right of way acquisition costs in the amount of \$1,002,000 for two intersections being Valley Boulevard/Lemon Avenue and Grand Avenue/La Puente Road.
3. Advertising and awarding the construction contracts for the above two intersections in the estimated amount of \$1,457,280. (Construction management services to be performed by RKA Consulting).

The above obligations by the Successor Agency are shown colored in blue on the spreadsheet.

Next Steps

With Successor Agency direction, staff would:

1. Confirm with Veronica Green (Department of Finance) that the Agency will have met its fair share obligation by funding the preparation of construction drawings at four intersections whereby the physical improvements would be constructed at some later date. Secondly, that DOF would allow the

pre-payment of right of way acquisition costs to the City of Walnut as an acceptable enforceable obligation and reverse a previous denial by DOF of ROPS line items Nos. 218 and 254.

2. Initiate an agreement with the City of Walnut for the payment and use of the funds deposited as right of way acquisition costs.

After DOF gives its approval to the items listed above, the proposal by RKA Consulting will be placed on a future Successor Agency meeting for approval.

JDB:mk



July 21, 2015

Mr. Paul Philips
City Manager
City of Industry
15625 East Stafford Street, #100
City of Industry, CA 91744

RE: CUMULATIVE MITIGATION MEASURES FOR SIX (6) INTERSECTIONS AS RELATED TO THE GRAND CROSSING DEVELOPMENT AND INDUSTRY BUSINESS CENTER (IBC)

Dear Mr. Philips:

RKA Consulting Group is pleased to submit to you this proposal to provide professional civil engineering design services for the mitigation measures, as related to the Industry East (now known as "Grand Crossing" Development) and the Industry Business Center, at the following six (6) intersections in the City of Walnut:

- Valley Boulevard at Lemon Avenue
- Grand Avenue at La Puente Road
- Grand Avenue at San Jose Hills Road/Mt. San Antonio College Entrance
- Grand Avenue at Mountaineer Road
- Grand Avenue at Shadow Mountain Road/College Vista Avenue
- Nogales Street at Amar Road

RKA will also provide professional civil engineering services for the construction of Valley Boulevard at Lemon Avenue, and Grand Avenue at La Puente Road. The specific Scope of Services for each intersection is identified in previous correspondence by John Ballas, City Engineer. Exhibit "A" is attached which reflects RKA's Hourly Rate Schedule, with the corresponding Fee Proposal attached as Exhibit "B" of this proposal.

Due to the fact that the mitigation measures are located within the jurisdiction of the City of Walnut, RKA is uniquely qualified to provide these design services to the City of Industry. For the past 34 years, RKA has acted as the City Engineer, Traffic Engineer, and provided the City of Walnut with full-service contract engineering services. As such, we are undoubtedly the most familiar with the City of Walnut's demographic and inner workings of the City. We will use this in-depth understanding to best alleviate the impact of these projects and address specific concerns. This knowledge will directly translate to providing the City of Industry with the most efficient and cost-effective implementation of these projects.

As discussed, our team is experienced, qualified and capable of providing the City of Industry with a full-range of civil engineering services. In addition to our local presence, these additional advantages will ensure the successful delivery of these services to the City of Industry:

Exceptional knowledge and experience with similar projects in Southern California. The team members of RKA have been providing engineering design, project management, construction inspection and administration for many cities and agencies for over the past 34 years. Our knowledge of local codes, regulations, and governmental procedures, as well as the relationships we have developed with regulatory agencies through our experience on similar projects in Southern California, will expedite the delivery of your project.

Technical resources and commitment. We have assembled a project team that includes experts in the areas of municipal administration, program management, engineering design, and construction management services. We are committed to deliver quality work in a responsive and expeditious manner. Our team members bring dedication to quality and are committed to your projects, as we have demonstrated in working with the City of Industry in the past.

Proven collaborative approach. We worked with many local agencies in the past, providing a diverse array of civil engineering services. As we have done on previous projects with our other clients, our project approach includes proactive meetings and quality control and assurance during the course of providing services. We will continue this successful formula by applying this proactive approach to your City. This formula is evident through RKA's record of success in delivering engineering services to the City of Walnut for the past 34 years.

We appreciate the opportunity to present our team in this submittal. If you have any questions or desire additional information, please feel free to contact either one of us at (909) 594-9702 or by e-mail at kpetersen@rkagroup.com or dgilbertson@rkagroup.com.

Sincerely,



Kurt Pedersen, P.E.
Director of Engineering



David G. Gilbertson, P.E., T.E., P.L.S.
Executive Vice President

Attachments:

Exhibit "A" – Hourly Rate Schedule
Exhibit "B" – Fee Proposal Spreadsheet

EXHIBIT "A" - HOURLY RATE SCHEDULE

The attached Fee Proposal spreadsheet is based on the Hourly Rate Schedule as shown below:

Project Principal	\$190
Project Manager	\$160
Project Engineer	\$135
Design Engineer	\$115
Engineering/CADD Technician	\$85
Public Works Inspector, Prevailing Wage	\$105
Public Works Inspector	\$85
Clerical/Administrative	\$60

- All charges for subcontracted services will be in the same amounts as actually invoiced to and paid by RKA Consulting Group, plus a 15% markup.
- All charges for reimbursable expenses, such as reproductions, will be billed at direct cost, plus a 15% markup.
- RKA reviews its hourly rates annually and reserves the right to escalate the hourly rates in accordance with the annual Consumer Price Index (CPI) each respective year.



EXHIBIT "B" - FEE PROPOSAL
Professional Civil Engineering Services - Cumulative Mitigation Measures
City of Industry - Grand Avenue Crossing and Industry Business Center

No.	Intersection Name	Project Description	Cost Breakdown Per Phase of Work										Total Design Cost by Project	
			Preliminary Engineering	Civil	Traffic	Geotechnical	Lighting	Landscaping	Design Surveying	Construction Management	Construction Inspection	Soils Testing		Construction Staking
1	Valley @ Lemon	Add 3rd WB thru lane	\$ 12,000.00	\$ 86,000.00	\$ 70,000.00	\$ 18,000.00	\$ 10,000.00	\$ 24,000.00	\$ 6,000.00	\$ 60,000.00	\$ 81,000.00	\$ 20,000.00	\$ 25,000.00	\$ 412,000.00
2	Grand @ La Puente	Add 2nd NB to WB Lt Turn Lane Add 3rd NB Thru/Rt Lane	\$ 15,000.00	\$ 63,000.00	\$ 15,000.00	\$ 16,500.00	\$ 10,000.00	\$ 24,000.00	\$ 6,000.00	\$ 40,000.00	\$ 51,000.00	\$ 12,000.00	\$ 15,000.00	\$ 267,500.00
3	Grand @ San Jose Hills/ Mt Sac Entrance	Add 3rd NB and SB thru lanes Add SB Rt turn lane	\$ 25,000.00	\$ 136,000.00	\$ 25,000.00	\$ 30,500.00	\$ 12,000.00	\$ 60,000.00	\$ 21,000.00					\$ 309,500.00
4	Grand @ Mountaineer	Add 3rd NB and SB thru lanes Add NB Rt turn lane	\$ 15,000.00	\$ 85,000.00	\$ 15,000.00	\$ 18,000.00	\$ 12,000.00	\$ 16,000.00	\$ 12,000.00					\$ 173,000.00
5	Grand @ Shadow Mountain/ College Vista	Add 3rd SB thru lane	\$ 10,000.00	\$ 65,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 16,000.00	\$ 10,000.00					\$ 143,000.00
6	Nogales @ Amar	Add 2nd WB to SB Lt turn lane	\$ 5,000.00	\$ 45,000.00	\$ 10,000.00	\$ 11,000.00	\$ 8,000.00	\$ 10,000.00	\$ 6,000.00					\$ 95,000.00
GRAND TOTAL DESIGN FEE (ALL PROJECTS):													\$ 1,400,000.00	

MP 99-31 #65 Total Traffic Mitigation

Successor Agency's Obligations for traffic mitigations as part of Industry East (IE) and Industry Business Center (IBC) projects

* - Includes Civil Design, Construction Management, Construction, Geotechnical Services, Traffic Engineering and Right-Of-Way.

GREEN color - Total COI project obligation due to both IE and IBC

RED color - Estimated right-of-Way cost that are deducted to match the Total Project Obligation.

BLUE color - Total fund offered by Industry for each Project.

Within City of Walnut

Item #	Intersection	Industry East (IE) *			Industry Business Center (IBC) *			Total Project Obligation (IE+IBC)	Industry East (IE), Costs			Industry Business Center (IBC), Costs			IE+IBC Total Costs (IE+IBC)	Industry Offer	
		Total Project Cost	Project Share %	Project Obligation	Total Project Cost	Project Share %	Project Obligation		Civil, Traffic & Geotech Design	Estimated R/W	Subtotal	Civil, Traffic, CM & Geotech Design	Construction	Estimated R/W			Subtotal
1	Grand Avenue at Amar Road/Temple Avenue IE Project #7 IBC Project #10	\$550,000.00	15.28%	\$84,040.00	\$3,827,000.00	32.1%	\$1,228,467.00	\$1,312,507.00	\$64,498.33	\$180,000.00	\$244,498.33	\$419,034.13		\$1,440,000.00	\$1,859,034.13	\$2,103,532.46	Not Requested by Walnut
2	Grand Avenue at San Jose Hills Road/Mt Sac Entrance IE Project #8 IBC Project #7	\$1,772,000.00	15.97%	\$282,988.40	\$2,130,000.00	37.8%	\$805,140.00	\$1,088,128.40	\$184,621.00	\$720,000.00	\$904,621.00	\$360,564.10		\$600,000.00	\$960,564.10	\$545,185.10	\$545,185.10
3	Lemon Avenue at Valley Boulevard IE Project #18 IBC Project #22	\$2,306,000.00	49.09%	\$1,132,015.40	\$1,350,000.00	33.9%	\$457,650.00	\$1,589,665.40				\$274,932.80	\$886,880.00	\$642,000.00	\$1,803,812.80	\$1,803,812.80	\$1,804,000.00
4	Fairway Drive at Valley Boulevard IE Project #19 IBC Project #21	\$570,000.00	54.08%	\$308,256.00	\$1,687,000.00	30.4%	\$512,848.00	\$821,104.00	\$66,812.70	\$180,000.00	\$246,812.70	\$264,447.10		\$180,000.00	\$444,447.10	\$691,259.80	Not Requested by Walnut
5	Grand Ave @ Shadow Mountain Rd - College Vista Ave IBC Project #5		N/A		\$1,180,000.00	35.8%	\$422,440.00	\$422,440.00		N/A		\$174,607.23		\$180,000.00	\$354,607.23	\$174,607.23	\$174,607.23
6	Grand Ave @ Mountaineer Rd IBC Project #6		N/A		\$1,220,000.00	39.1%	\$477,020.00	\$477,020.00		N/A		\$196,827.68		\$90,000.00	\$286,827.68	\$196,827.68	\$196,827.68
7	Nogales St @ Amar Rd IBC Project #8		N/A		\$890,000.00	25.3%	\$225,170.00	\$225,170.00		N/A		\$124,473.70		\$180,000.00	\$304,473.70	\$124,473.70	\$124,473.70
8	Lemon Ave @ Amar Rd IBC Project #9		N/A		\$16,000.00	20.6%	\$3,296.00	\$3,296.00		N/A		\$2,750.80		\$0.00	\$2,750.80	\$2,750.80	Not Requested by Walnut
9	Grand Ave @ Snow Creek Dr IE Project #6 IBC Project #17	completed	38.85%	completed		N/A		N/A		Completed				N/A			N/A
10	Grand Ave @ La Puente Rd IE Project #5 IBC Project #19	completed	37.39%	completed	\$711,000.00	46.9%	\$333,459.00	\$333,459.00		Completed		\$253,471.50	\$817,650.00	\$360,000.00	\$1,431,121.50	\$1,431,121.50	\$1,432,000.00
11	Pierre Rd @ Valley Blvd IBC Project #23		N/A			N/A		N/A		N/A				N/A			N/A
12	Brea Canyon Rd @ Valley Blvd IE Project #10 IBC Project #24	completed	44.86	completed		N/A		N/A		Completed				N/A			N/A
13	Grand Ave @ Valley Blvd IE Project #4 IBC Project #25	completed	57.66	completed	\$1,490,000.00	48.7%	\$725,630.00	\$725,630.00		Completed		\$171,263.75		\$510,000.00	\$681,263.75	\$681,263.75	Not Requested by Walnut
Total Obligation to City of Walnut				\$1,415,004			\$2,720,879	\$4,135,883	\$184,621			\$1,384,877	\$1,704,530	\$1,002,000		\$1,041,094	\$4,277,094