

## SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

### REGULAR MEETING AGENDA SEPTEMBER 24, 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 <u>not</u> 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.
- Call to Order
- Flag Salute
- Roll Call
- 4. Public Comment

### 5. **BOARD MATTERS**

5.1 Consideration of the minutes of the June 25, 2015 regular meeting of the Successor Agency to the Industry Urban-Development Agency.

RECOMMENDED ACTION: Approve the minutes.

5.2 Consideration of the minutes of the July 23, 2015 regular meeting of the Successor Agency to the Industry Urban-Development Agency.

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

5.3 Consideration of Resolution No. SA 2015-010 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING A PROPOSED ADMINISTRATIVE BUDGET FOR THE SIX MONTH PERIOD COMMENCING JANUARY 1, 2015, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j) AND TAKING CERTAIN RELATIVE ACTIONS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2015-010.

5.4 Consideration of Resolution No. SA 2015-11 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 15-16B) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 FOR THE SIX-MONTH FISCAL PERIOD COMMENCING JANUARY 1, 2016 AND TAKING CERTAIN RELATED ACTIONS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2015-11.

5.5 Consideration of a Cooperative Agreement between Caltrans, City of Industry, and the Successor Agency for the Route 57/60 Confluence Project; Segment II - Grand Avenue Off-Ramp, as identified in Line Item No. 128 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Agreement.

5.6 Consideration of a Facilities Relocation Agreement between the Agency and Southern California Edison for the relocation of the overhead 12KV distribution and telecommunications facilities to a temporary location at the Industry Business Center, as identified in Line Item No. 202 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Agreement.

- 5.7 Consideration of rejecting all bids for Contract No. IBC-0381, Industry Business Center Phase 2 Mass Grading West Side, and authorize rebidding the project as IBC-0381R, as identified in Line Item No. 217 of the Recognized Obligation Payment Schedule.
  - RECOMMENDED ACTION: Reject all bids and authorize rebidding the project for an estimated cot of \$27,400,000.00.
- 5.8 Consideration of award of Contract No. IBC-0384, Industry Business Center Roadways, Sewer, Dry Utilities, Slope Landscaping, and Grand Avenue Widening to All American Asphalt, in the amount of \$18,784,000.00, as identified in Line Item No. 217 of the Recognized Obligation Payment Schedule.
  - RECOMMENDED ACTION: Award the contract to All American Asphalt, contingent on the approval by the Oversight Board and California Department of Finance.
- 6. Adjournment. Next regular Successor Agency meeting will be on Thursday, October 22, 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 25, 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 8:00 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

#### **FLAG SALUTE**

The flag salute was led by Chairman Radecki.

### **ROLL CALL**

PRESENT: Mark Radecki, Chairman

Cory Moss, Vice Chair Roy Haber, Board Member Jeff Parriott, Board Member Newell Ruggles, Board Member

STAFF PRESENT: James Casso, Legal Counsel; and Diane M. Schlichting, Assistant Secretary.

PRESENTATION BY PHILIP SUTTON AND MATTHEW WEINBERG OF SKYSCRAPER BREWING COMPANY TO PROVIDE BACKGROUND INFORMATION ON THE PURCHASE/LEASE OF AGENCY-OWNED PROPERTY LOCATED AT 19835 WALNUT DRIVE NORTH, IN THE CITY OF INDUSTRY

Mr. Matt Weinberg of Skyscraper Brewing Company approached the Board and provided background information on Skyscraper Brewing, located at 19835 Walnut Drive North, provided a handout listing the various beers that they brewed, discussed their communications with the Successor Agency, and future actions that they would take.

CONSIDERATION OF THE MINUTES OF THE MAY 14, 2015 SPECIAL MEETING OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

MOTION BY BOARD MEMBER PARRIOTT, AND SECOND BY BOARD MEMBER RUGGLES TO WAIVER READING AND APPROVE THE MINUTES. MOTION CARRIED 5-0.

CONSIDERATION OF RESOLUTION NO. SA 2015-09 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY RESCINDING RESOLUTION NO. SA 2013-04 AND AMENDING PARAGRAPH C OF

17.02.2

SECTION 3 OF RESOLUTION NO. 2012-01 BY CHANGING THE DATE AND TIME OF REGULAR MEETINGS OF THE BOARD OF DIRECTORS

MOTION BY BOARD MEMBER HABER, AND SECOND BY BOARD MEMBER PARRIOTT TO ADOPT RESOLUTION NO. SA 2015-09. MOTION CARRIED 5-0.

CONSIDERATION OF THREE EASEMENT GRANT DEEDS FROM THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY TO WALNUT VALLEY WATER DISTRICT FOR THE GROUNDWATER PUMP STATION LOCATED AT 21535 BAKER PARKWAY

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER RUGGLES TO APPROVE THE EASEMENT GRANT DEEDS, AND AUTHORIZE THEIR EXECUTION. MOTION CARRIED 5-0.

CONSIDERATION OF CONTRACT COMPLETION DOCUMENTS FOR CONTRACT NO. GCD-0377R, LANDSCAPING BAKER PARKWAY SLOPES: KASA CONSTRUCTION, IN THE AMOUNT OF \$1,379,287.03, AS IDENTIFIED IN LINE ITEM NO. 102 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER PARRIOTT TO AUTHORIZE THE AGENCY ENGINEER TO EXECUTE AND FILE CONTRACT COMPLETION DOCUMENTS, AND TO RECEIVE AND FILE THE FINAL ACCOUNTING. MOTION CARRIED 5-0.

APPROVAL OF CHANGE ORDER NO. 3 TO C.A. RASMUSSEN, INC., IN THE AMOUNT OF \$322,397.80 TO BACK CUT SLOPE FAILURE/SLIDE REPAIR IN CONJUNCTION WITH THE INDUSTRY BUSINESS CENTER PHASE 1 MASS GRADING FAR WEST SIDE, CONTRACT NO. IBC-0379, AS IDENTIFIED IN LINE ITEM NO. 270 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

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

MOTION BY BOARD MEMBER PARRIOTT, AND SECOND BY BOARD MEMBER HABER TO APPROVE CHANGE ORDER NO. 3. MOTION CARRIED 5-0.

APPROVAL OF CHANGE ORDER NO. 2 TO SUKUT CONSTRUCTION, IN THE AMOUNT OF \$264,073.21 FOR EXTRA COSTS DUE TO OVERSIZE ROCK AND EXTRA DRY MATERIAL IN CONJUNCTION WITH THE INDUSTRY BUSINESS CENTER EAST SIDE MASS GRADING, CONTRACT NO. IBC-0380, AS IDENTIFIED IN LINE ITEM NO.

#### 271 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

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

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER PARRIOTT TO APPROVE CHANGE ORDER NO. 2. MOTION CARRIED 5-0.

APPROVAL OF CHANGE ORDER NO. 3 TO SUKUT CONSTRUCTION, IN THE ESTIMATED AMOUNT OF \$1,600,000.00 FOR BACK CUT SLOPE FAILURE/SLIDE REPAIR IN CONJUNCTION WITH THE INDUSTRY BUSINESS CENTER EAST SIDE MASS GRADING, CONTRACT NO. IBC-0380, AS IDENTIFIED IN LINE ITEM NO. 271 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

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

MOTION BY BOARD MEMBER HABER, AND SECOND BY BOARD MEMBER PARRIOTT TO APPROVE CHANGE ORDER NO. 3, TO BE PAID ON TIME-AND-MATERIAL BASIS. MOTION CARRIED 5-0.

CONSIDERATION OF REJECTING ALL BIDS FOR CONTRACT NO. IBC-0383, INDUSTRY BUSINESS CENTER 66KV TRANSMISSION LINE RELOCATION PROJECT DUE TO VARIOUS DISCREPANCIES IN THE BIDS RECEIVED AND AUTHORIZE READVERTISING FOR SOLICITATION OF PUBLIC BIDS FOR CONTRACT NO. IBC-0383R, FOR AN ESTIMATED COST OF \$650,000.00, AS IDENTIFIED IN LINE ITEM NO. 217 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

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

Mr. Josh Nelson, Project Manager for CNC Engineering, provided additional information.

MOTION BY BOARD MEMBER RUGGLES, AND SECOND BY VICE CHAIR MOSS TO REJECT ALL BIDS, APPROVE THE PLANS AND SPECS, AND AUTHORIZE THE READVERTISING FOR RECEIPT OF SEALED BIDS.

### STATUS REPORT ON THE DISPOSITION OF AGENCY-OWNED PROPERTIES

Mr. Reg Bottger of CNC Engineering presented a staff report and responded to questions

from Members of the Successor Agency.

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER RUGGLES TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0.

### **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

### **CALL TO ORDER**

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

### **FLAG SALUTE**

The flag salute was led by Chairman Radecki.

### **ROLL CALL**

PRESENT: Mark Radecki, Chairman

Cory Moss, Vice Chairman Jeff Parriott, Board Member Newell Ruggles, Board Member

ABSENT: Roy Haber, Board Member

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

### **PUBLIC COMMENTS**

There were no public comments.

CONSIDERATION OF THE MINUTES OF THE MAY 28, 2015 SPECIAL MEETING OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER RUGGLES TO WAIVE FURTHER READING AND APPROVE THE MINUTES. MOTION CARRIED 3-0, WITH BOARD MEMBER PARRIOTT ABSTAINING AND BOARD MEMBER HABER ABSENT.

CONSIDERATION OF A WATER SERVICE AVAILABILITY LETTER FOR THE INDUSTRY BUSINESS CENTER DEVELOPMENT FROM THE WALNUT VALLEY WATER DISTRICT REGARDING AVAILABILITY OF POTABLE AND RECYCLED WATER FOR THE PROJECT. THIS ITEM IS ASSOCIATED WITH LINE ITEM NO. 205 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Agency Engineer Ballas presented a staff report, and responded to questions from

Members of the Successor Agency.

MOTION BY BOARD MEMBER PARRIOTT, AND SECOND BY VICE CHAIR MOSS TO APPROVE THE WATER SERVICE AVAILABILITY LETTER. MOTION CARRIED 4-0, WITH BOARD MEMBER HABER ABSENT.

CONSIDERATION OF AN EASEMENT GRANT DEED FOR STREET AND HIGHWAY PURPOSES FROM THE SUCCESSOR AGENCY TO THE CITY OF INDUSTRY FOR THE WIDENING OF GRAND AVENUE, JUST NORTH OF THE SR-60 FREEWAY

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

MOTION BY BOARD MEMBER RUGGLES, AND SECOND BY BOARD MEMBER PARRIOTT TO APPROVE THE EASEMENT GRANT DEED. MOTION CARRIED 4-0, WITH BOARD MEMBER HABER ABSENT.

CONSIDERATION OF AN EASEMENT GRANT DEED FOR STREET AND HIGHWAY PURPOSES FROM THE SUCCESSOR AGENCY TO THE CITY OF INDUSTRY FOR PORTIONS OF AZUSA AVENUE, VIRGIL WATERS WAY, AND CURL COURT

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

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER RUGGLES TO APPROVE THE EASEMENT GRANT DEED. MOTION CARRIED 4-0, WITH BOARD MEMBER HABER ABSENT.

CONSIDERATION OF AN EASEMENT GRANT DEED FOR A TEMPORARY SHOOFLY FROM THE SUCCESSOR AGENCY TO SOUTHERN CALIFORNIA EDISON FOR THE TEMPORARY RELOCATION OF SOUTHERN CALIFORNIA EDISON FACILITIES ASSOCIATED WITH THE INDUSTRY BUSINESS CENTER

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

MOTION BY BOARD MEMBER PARRIOTT, AND SECOND BY VICE CHAIR MOSS TO APPROVE THE EASEMENT GRANT DEED. MOTION CARRIED 4-0, WITH BOARD MEMBER HABER ABSENT.

CONSIDERATION TO SUBMIT T AN APPLICATION TO THE CITY OF INDUSTRY FOR A MINOR LOT LINE ADJUSTMENT ASSOCIATED WITH THE CT REALTY INVESTORS' DEVELOPMENT LOCATED ON THE NORTHEAST CORNER OF PARRIOTT PLACE WEST AND DON JULIAN ROAD. THIS ITEM IS ASSOCIATED WITH PROPERTY NO. 28, AS LISTED IN THE APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN

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

MOTION BY BOARD MEMBER RUGGLES, AND SECOND BY BOARD MEMBER PARRIOTT TO APPROVE THE APPLICATION. MOTION CARRIED 4-0, WITH BOARD MEMBER HABER ABSENT.

CONSIDERATION TO SUBMIT THE FIRST APPLICATION TO THE CITY OF INDUSTRY FOR A MINOR LOT LINE ADJUSTMENT ASSOCIATED WITH THE CT REALTY INVESTORS' DEVELOPMENT LOCATED ON THE SOUTHEAST CORNER OF AZUSA AVENUE AND CHESTNUT STREET. THIS ITEM IS ASSOCIATED WITH PROPERTY NOS. 30 AND 58, AS LISTED IN THE APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN

Agency Engineer Ballas presented a staff report.

MOTION BY BOARD MEMBER RUGGLES, AND SECOND BY VICE CHAIR MOSS TO APPROVE THE APPLICATION. MOTION CARRIED 4-0, WITH BOARD MEMBER HABER ABSENT.

CONSIDERATION TO SUBMIT THE SECOND APPLICATION TO THE CITY OF INDUSTRY FOR A MINOR LOT LINE ADJUSTMENT ASSOCIATED WITH THE CT REALTY INVESTORS' DEVELOPMENT LOCATED ON THE SOUTHEAST CORNER OF AZUSA AVENUE AND CHESTNUT STREET. THIS ITEM IS ASSOCIATED WITH PROPERTY NOS. 30 AND 58, AS LISTED IN THE APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN

Agency Engineer Ballas presented a staff report.

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER PARRIOTT TO APPROVE THE APPLICATION. MOTION CARRIED 4-0, WITH BOARD MEMBER HABER ABSENT.

CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR SOLICITATION OF PUBLIC BIDS FOR CONTRACT NO. IBC-0381, INDUSTRY BUSINESS CENTER, PHASE 2 MASS GRADING, WEST SIDE, FOR AN ESTIMATED COST OF \$26,400,000.00, AS IDENTIFIED IN LINE ITEM NO. 217 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

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

MOTION BY BOARD MEMBER PARRIOTT, AND SECOND BY BOARD MEMBER RUGGLES TO APPROVE THE PLANS AND SPECIFICATIONS, AND AUTHORIZE THE ADVERTISING FOR RECEIPT OF SEALED BIDS. MOTION CARRIED 4-0, WITH BOARD MEMBER HABER ABSENT.

CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR SOLICITATION OF PUBLIC BIDS FOR CONTRACT NO. IBC-0384, INDUSTRY BUSINESS CENTER EAST SIDE ROADWAYS, SEWERS, DRY UTILITIES AND SLOPE LANDSCAPING, AND GRAND AVENUE WIDENING, FOR AN ESTIMATED COST OF \$28,200,000.00, AS IDENTIFIED IN LINE ITEM NO. 217 OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE

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

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER RUGGLES TO APPROVE THE PLANS AND SPECIFICATIONS, AND AUTHORIZE THE ADVERTISING FOR RECEIPT OF SEALED BIDS. MOTION CARRIED 4-0, WITH BOARD MEMBER HABER ABSENT.

### **ADJOURNMENT**

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

Mark D. Radecki, Chairman

SUCCESSOR AGENCY

**ITEM NO. 5.3** 

### **RESOLUTION NO. SA 2015-10**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING AN ADMINISTRATIVE BUDGET FOR THE SIXTH MONTH PERIOD COMMENCING JANUARY 1, 2016, PURSUANT TO HEALTH & SAFETY CODE SECTION 34177(j), AND TAKING CERTAIN RELATED ACTIONS

- WHEREAS, pursuant to Health and Safety Code Section 34177(j), the City of Industry serves as the successor agency to the dissolved Industry Urban-Development Agency ("Successor Agency"); and
- **WHEREAS**, Health and Safety Code Section 34177(j), requires that the Successor Agency submit to the Oversight Board for its approval, the Administrative Budget for the period January 1, 2016 through June 30, 2016; and
- **WHEREAS**, the Successor Agency has prepared an Administrative Budget for the period of January 1, 2016 through June 30, 2016. A copy of the Administrative Budget is attached hereto and incorporated herein as Exhibit "A."

### NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE INUDSTRY URBAN-DEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

- **SECTION 1.** Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- **SECTION 2.** <u>Approval of the Administrative Budget</u>. The Successor Agency hereby approves and adopts the Administrative Budget, as set forth in the form attached to this Resolution as Exhibit A, pursuant to Health and Safety Code Section 34177(j).
- **SECTION 3.** <u>Implementation</u>. The Successor Agency hereby directs staff to submit copies of the Administrative Budget to the Oversight Board for its review, consideration and approval and to also submit a copy to the County of Los Angeles Auditor-Controller.
- **SECTION 4.** Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- **SECTION 5.** <u>Certification</u>. The Successor Agency Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**SECTION 6.** Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at a meeting of the Successor Agency to the Industry Urban-Development Agency on the 24th day of September, 2015.

AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
	Mark D. Radecki Chairman	
ATTEST:		
Diane M. Schlichting Assistant Secretary		

## Successor Agency to the Industry Urban-Development Agency Administrative Budget January 1, 2016 through June 30, 2016

### Exhibit A

	 Budget
Salaries, Payroll Taxes, Group Medical Insurance, Cafeteria Benefits, Workers Compensation Insurance, Life Insurance, Disability Insurance and Retirement Benefits	\$ 348,000.00
Office/ Delivery/Phone and Overhead	6,000.00
Professional Fees	42,000.00
Annual Trustee Fees	24,000.00
Legal and Litigation Services	494,500.00
Accounting and Consulting Fees	187,000.00
Auditing and Consulting Fees	110,000.00
Total	\$ 1,211,500.00

SUCCESSOR AGENCY

ITEM NO. 5.4

#### RESOLUTION NO. SA 2015-11

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AUTHORITY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(I) FOR THE SIX MONTH FISCAL PERIOD COMMENCING JANUARY 1, 2016 AND TAKING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the City of Industry serves as the successor agency to the dissolved Industry Urban-Development Authority ("Successor Agency"); and

WHEREAS, Health and Safety Code Section 34177(m), added by AB 1484, and effective June 27, 2012, requires that the Successor Agency submit to the Oversight Board to the Successor Agency for its approval the "recognized obligation payment schedule" ("ROPS") ROPS 15-16B for the period January 1, 2016 to June 30, 2016. The ROPS 15-16B also is required to be submitted to the Department of Finance, the State Controller, and the County Auditor-Controller no later than October 5, 2015; and

WHEREAS, the Successor Agency has prepared a ROPS 15-16B covering the period January 1, 2016 to June 30, 2016. A copy of the ROPS 15-16B is attached hereto and incorporated herein as Exhibit "A."

### NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE INUDSTRY URBAN-DEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

- SECTION 1. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- SECTION 2. <u>Approval of the ROPS</u>. The Successor Agency hereby approves and adopts the ROPS 15-16B, as set forth in the form attached to this Resolution as Exhibit A, pursuant to Health and Safety Code Section 34177.
- SECTION 3. <u>Implementation</u>. The Successor Agency hereby directs staff to submit copies of the ROPS to the Oversight Board for its review, consideration and approval and to also submit copies to the County of Los Angeles Administrative Officer, the County of Los Angeles Auditor-Controller and the State of California Department of Finance. Once the Oversight Board approves the ROPS on or before October 5, 2015, the staff shall post the ROPS on the Successor Agency's website.
- SECTION 4. <u>Severability</u>. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid

provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 5. <u>Certification</u>. The Successor Agency Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

SECTION 6. <u>Effective Date.</u> This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at a meeting of the Successor Agency to the Industry Urban-Development Agency on the 24th day of September, 2015.

ATES.		
NOES:		
ABSTAIN:		
ABSENT:		
	Mark D. Radecki Chairman	
ATTEST:		
Diane M. Schlichting		

AVEC.

### EXHIBIT A

### RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 15-16B) JANUARY 1, 2016 THROUGH JUNE 30, 2016

## Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary Filed for the January 1, 2016 through June 30, 2016 Period

Name	of Successor Agency:	Industry City		
Name	of County:	Los Angeles		
Curre		ınding for Outstanding Debt or Obliga		Six-Month Total
Α	Enforceable Obligation Sources (B+C+D):	ons Funded with Non-Redevelopmen	t Property Tax Trust Fund (RPTTF) Funding	\$ 130,364,000
В	Bond Proceeds Fu	inding (ROPS Detail)		13,623,000
С	Reserve Balance F	Funding (ROPS Detail)		-
D	Other Funding (RC	OPS Detail)		116,741,000
E	Enforceable Obligation	ons Funded with RPTTF Funding (F+	G):	\$ 80,767,580
F	Non-Administrative	e Costs (ROPS Detail)		80,767,580
G	Administrative Cos	sts (ROPS Detail)		-
н	<b>Total Current Period</b>	Enforceable Obligations (A+E):		\$ 211,131,580
Succe	essor Agency Self-Repo	orted Prior Period Adjustment to Curre	ent Period RPTTF Requested Funding	
1		ns funded with RPTTF (E):		80,767,580
J	Less Prior Period Adju	stment (Report of Prior Period Adjustme	ents Column S)	-
K	Adjusted Current Per	riod RPTTF Requested Funding (I-J)		\$ 80,767,580
Count	y Auditor Controller Re	eported Prior Period Adjustment to Cu	urrent Period RPTTF Requested Funding	
L	Enforceable Obligation	ns funded with RPTTF (E):		80,767,580
М	Less Prior Period Adju	stment (Report of Prior Period Adjustme	ents Column AA)	- Table -
N	Adjusted Current Per	riod RPTTF Requested Funding (L-M)		80,767,580
	cation of Oversight Board ant to Section 34177 (m)	d Chairman: of the Health and Safety code, I		
hereby	certify that the above is	a true and accurate Recognized	Name	Title
Obliga	tion Payment Schedule f	for the above named agency.	/s/	
			Signature	Date

A	В	С	D	E	F	G	н	1	J	к	L	м	N	0	Р
-	-			_	-			,		15		Funding Source			•
								-		Non-Redeve	elopment Property Ta				
											(Non-RPTTF)		RPT	ſF	
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total
								\$ 920,927,689		\$ 13,623,000			\$ 80,767,580		\$ 211,131,580
	1 2002 Tax Allocation Bonds 2 2003 Tax Allocation Bonds "A"	Bonds Issued On or Bonds Issued On or	4/16/2002 12/29/2003	5/1/2021 5/1/2021	Trustee/Bond Holder Trustee/Bond Holder	Bond issue to fund public Bond issue to fund public	Project 1 Project 1	-	Y						\$
	2 2003 Tax Allocation Bonds A	Before 12/31/10		3/1/2021	Trustee/Borid Holder	improvements	Project		,						D.
	3 2003 Tax Allocation Bonds "B"	Bonds Issued On or Before 12/31/10	11/1/2009	5/1/2021	Trustee/Bond Holder	Bond issue to fund public improvements	Project 1		Y						\$
	4 2003 Sub Tax Allocation Bond	Bonds Issued On or Before 12/31/10	5/1/2004	6/1/2021	Trustee/Bond Holder	Bond issue to fund public	Project 1	-	Y						\$
	5 2007 Sub Tax Allocation Bond	Bonds Issued On or	6/1/2007	12/1/2021	Trustee/Bond Holder	improvements  Bond issue to fund public	Project 1	-	Υ						\$
	6 2008 Sub Tax Allocation Bond	Before 12/31/10 Bonds Issued On or	4/8/2008	12/1/2023	Trustee/Bond Holder	improvements Bond issue to fund public	Project 1	-	Y		-				\$
		Before 12/31/10				improvements									*
	7 2005 Sub Tax Allocation Bond	Bonds Issued On or Before 12/31/10	4/20/2005	12/1/2025	Trustee/Bond Holder	Bond issue to fund public improvements	Project 1	-	Y						\$
	8 2009 Sub lien Tax Alloc Note		6/1/2009	6/1/2021	Trustee/Bond Holder	Note issue to fund public improvements	Project 1		N					***************************************	\$
	9 2006 Sub lien Tax Alloc Note		12/1/2008	6/1/2021	Trustee/Bond Holder	Note issue to fund public improvements	Project 1		N						\$
1	2002 Tax Allocation Bonds	Bonds Issued On or	8/13/2002	5/1/2024	Trustee/Bond Holder	Bond issue to fund public	Project 2	-	Υ						\$
1	1 2003 Tax Allocation Bonds		12/30/2003	5/1/2024	Trustee/Bond Holder	improvements  Bond issue to fund public	Project 2	-	Υ						\$
1	2 2003 Sub Tax Allocation Bond	Before 12/31/10 Bonds Issued On or	12/30/2003	12/1/2023	Trustee/Bond Holder	improvements Bond issue to fund public	Project 2	_	Υ					-	\$
1	3 2005 Sub Tax Allocation Bond	Before 12/31/10 Bonds Issued On or	4/20/2005	12/1/2025	Trustee/Bond Holder	improvements  Bond issue to fund public	Project 2	-	Y						\$
		Before 12/31/10		10/4/2000		improvements									
1		Before 12/31/10 improve		Bond issue to fund public improvements	Project 2		Υ						\$		
1		Bonds Issued On or Before 12/31/10	12/1/2010	12/1/2026	Trustee/Bond Holder	Bond issue to SERAF payment	Project 2	-	Υ						\$
1		Bonds Issued On or Before 12/31/10	8/13/2002	5/1/2024	Trustee/Bond Holder	Bond issue to fund public improvements	Project 3	-	Υ						\$
1			12/30/2003	5/1/2024	Trustee/Bond Holder	Bond issue to fund public improvements	Project 3	-	Υ						\$
1	8 2003 Sub Tax Allocation Bond	Bonds Issued On or Before 12/31/10	5/1/2024	6/1/2019	Trustee/Bond Holder	Bond issue to fund public improvements	Project 3	-	Υ						\$
1		Bonds Issued On or	12/1/2008	12/1/2026	Trustee/Bond Holder	Bond issue to fund public	Project 3	-	Υ						\$
2	b) 2009 Sub lien Tax Allos Note	Before 12/31/10 City/County Loans	6/1/2009	6/1/2024	Trustee/Band Holder	Note issue to fund public improvements	Project 3		N						\$
	M Final Area Food	On or Before 6/27/11 Fees	1/1/2016	6/30/2016	US Bank	Administrative Fees	Desired 4	44.000				44.000			2 44.00
					Bank of NY	Professional Services	Project 1 All Projects	11,000 5,000	N N			11,000 5,000			\$ 11,000 \$ 5,000
2	3 Fiscal Agent Fees	Fees			US Bank	Administrative Fees	Project 2	4,000	N			4,000			\$ 4,000
	4 Fiscal Agent Fees	Fees			Bank of NY	Administrative Fees	Project 3	-	N						\$
		Fees OPA/DDA/Constructi			US Bank LA County	Administrative Fees 20 % Hacola - set aside	Project 3 All Projects	4,000	N			4,000			\$ 4,000
	2011-12	on OPA/DDA/Constructi			LA County		Ali Projects		N						\$
	2012-13	an						Detroit of the second					E 1 1 177		
	31 #61)	Professional Services	6/22/2011	6/30/2016	CNC Engineering	Engineering Consulting	Project 2	38,000	N			15,000			\$ 15,000
10	Landscaping Baker Slopes (MP 91- 31 #61)	Professional Services	6/12/2006	6/30/2016	Environs Landscape Arch	Landscape Architect	Project 2	15,000	N			10,000			\$ 10,000
11			6/22/2011	6/30/2016	CNC Engineering	Engineering Consulting	Project 2	100,000	N	30,000					\$ 30,000
11	7 Lemon Ave Int 60 (MP 03-10)	Professional	8/10/2005	12/31/2015	Jacobs Civil	Engineering Consulting	Project 2	320,000	N	150,000					\$ 150,000
11	8 Lemon Ave Int 60 (MP 03-10)	Services Professional	7/26/2005	9/26/2016	Avant-Garde	(Program Funds)	Project 2	125,000	N	42,000					\$ 42,000
12	0 Lemon Ave Int 60 (MP 03-10)	Services Improvement/Infrastructure	1/1/2016		Contractor - by public bidding	Construction	Project 2	3,543,160	N	3,000,000					\$ 3,000,000

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												Funding Source				
										Non-Redeve	(Non-RPTTF)	ax Trust Fund	RPT	TF		
em #		Obligation Type	Contract/Agreement Execution Date	Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired		Reserve Balance	Other Funds	Non-Admin	Admin		Month Total
	Lemon Ave Int 60 (MP 03-10)	Project Management Costs		6/30/2016	To Be Determined	Construction administration	Project 2	3,715,366	N	800,000					\$	800,0
	Lemon Ave Int 60 (MP 03-10)		1/1/2016	6/30/2016		Plan check inspection	Project 2	3,000	N	3,000					\$	3,0
	Route 57/60 Confluence (MP99-31 #22)	Services	6/22/2011	6/30/2016	CNC Engineering	Engineering Consulting	Project 2	170,000	N	40,000					\$	40,00
	Route 57/60 Confluence (MP99-31 #22)	Professional Services	1/13/2010	6/30/2016	Casey O'Callaghan Golf Design	Golf course architect	Project 2	40,000	N	40,000					\$	40,00
	Route 57/60 Confluence (MP99-31 #22)	Project Management Costs		6/30/2016	Caltrans	Right of way	Project 2	4,400,000	N	950,000					\$	950,00
	Route 57/60 Confluence (MP99-31 #22)	Improvement/Infrastr ucture		6/30/2016	Contractor - by public bidding	Contractor	Project 2	5,872,434	N	1,400,000					\$	1,400,00
	Route 57/60 Confluence (MP99-31 #22)	Professional Services	7/27/2006	12/31/2020	Avant- Garde	Project Funding	Project 2	150,000	N	90,000					\$	90,00
	Route 57/60 Confluence (MP99-31 #22)	Miscellaneous	1/1/2016	6/30/2016	MX Graphics	Blueprints	Project 2	9,600	N	2,000					\$	2,00
	Route 57/60 Confluence (MP99-31 #22)	Professional Services	11/7/2007	6/30/2016	WKE, Inc	Engineering Consulting	Project 2	4,275,000	N	1,400,000					\$	1,400,00
	Route 57/60 Confluence (MP99-31 #22)	Services	7/23/2008	6/30/2016	Prince Global	Federal Grant	Project 2	360,000	N	90,000					\$	90,00
	Diamond Bar Creek (MP 99-31 #26)	Professional Services	6/22/2011	6/30/2016	CNC Engineering	Engineering Consulting	Project 2	120,000	N			60,000			\$	60,00
	Diamond Bar Creek (MP 99-31 #26)	Professional Services	4/24/2013	4/24/2017	Thomsen Engineering	Engineering Consulting geotechnical	Project 2	184,000	N			80,000			\$	80,00
		Services	4/24/2013	4/24/2017	Leighton Consulting	Engineering Consulting geotechnical	Project 2	83,000	N			10,000			\$	10,00
	Diamond Bar Creek (MP 99-31 #26)		6/29/2011	6/30/2016	Regional Wtr Quality Control	Permit	Project 2	20,000	N			5,000			\$	5,00
	Diamond Bar Creek (MP 99-31 #26)		4/5/2007			Permit	Project 2	1,000	N			500			\$	50
	Diamond Bar Creek (MP 99-31 #26) Diamond Bar Creek (MP 99-31 #26)		1/19/2010 1/1/2016	6/30/2016 6/30/2016	CA Dept Fish & Game St Wtr Resources Cont	Permit - Storm water Drains	Project 2 Project 2	10,000 12,000	N N			5,000			\$	5,00
15	Diamond Bar Creek (MP 99-31 #26)	Mingellaneous	1/1/2016	6/30/2016	Board MX Graphics	Dhanista	Project 2	6.500	N			2,000			•	2.0
15	Diamond Bar Creek (MP 99-31 #26)	Miscellaneous	10/13/2011	6/30/2016		Blueprints Bonding Insurance		25,000	N			2,000			\$	2,00
	B Diamond Bar Creek (MP 99-31 #26)		1/1/2016	6/30/2016	San Gabriel Valley Newspaper	Advertisement for bids	Project 2 Project 2	1,800	N			1,000			\$	1,00
15	Diamond Bar Creek (MP 99-31 #26)	Fees	1/1/2016	6/30/2016	LA County Health Department	Permit for use of reclaimed water	Project 2	3,500	N			1,500			\$	1,50
16	Diamond Bar Creek (MP 99-31 #26)	Improvement/Infrastructure	1/1/2016	6/30/2016	So Calif Edison	Modifications of facilities	Project 2	50,000	N			50,000			\$	50,00
16	Diamond Bar Creek (MP 99-31 #26)		1/1/2016	6/30/2016	Walnut Valley Water District	Extension of water mains and new meters	Project 2	30,000	N			15,000			\$	15,00
163	Diamond Bar Creek (MP 99-31 #26)		1/1/2016	6/30/2016	LA City Sewer Maint District	New sewer annexation fees	Project 2	20,000	N			20,000			\$	20,00
164	Diamond Bar Creek (MP 99-31 #26)	Improvement/Infrastr ucture	1/1/2016	6/30/2016	Native Grow Nursery	Materials Supplier	Project 2	75,000	N		_	75,000			\$	75,00
16	Diamond Bar Creek (MP 99-31 #26)		1/1/2016	6/30/2016	Contractor - by public bidding	Contractor	Project 2	1,085,921	N			300,000			\$	300,00
166	Diamond Bar Creek (MP 99-31 #26)		4/24/2013	4/24/2017		Consultant for environmental clearance	Project 2	51,000	N			30,000			\$	30,00
167	Diamond Bar Creek (MP 99-31 #26)		4/24/2013	4/24/2017	WKE, Inc	Engineering Consulting (Permit coordination Cal-Trans)	Project 2	56,000	N			56,000			\$	56,00
192	Industry Business Center (MP 99-31 #16)	Professional Services	7/18/2013	12/31/2020	The Planning Center	Consulting for EIR review and mitigation monitoring	Project 2	20,400	N			15,000			\$	15,00
193		Professional Services	7/18/2013	12/31/2020		Consulting for Storm drain design and SWPP preparation	Project 2	200,000	N			200,000			\$	200,00
194			7/18/2013	12/31/2020		Consulting for geotechnical svcs for improvements	Project 2	700,000	N			650,000			\$	650,00
19	Industry Business Center (MP 99-31 #19)		1/1/2016	6/30/2016	Leighton Consulting	Consulting for gentechnical svcs for	Project 2	315,504	- N			50,000			\$	50,000

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												Funding Source				
										Non-Redeve	elopment Property T			and of a con-		
	/										(Non-RPTTF)		RPT	TF		
em#	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-M	Month Tot
	Industry Business Center (MP 99-31	Professional	6/22/2011		CNC Engineering	Engineering consulting for on -site	Project 2	2,200,000	N			1,500,000			\$	1,500
	#16) Industry Business Center (MP 99-31	Services Professional	6/22/2011	6/30/2016	CNC Engineering	improvements Engineering consulting for traffic	Project 2	1,262,016	N			150,000			\$	150,
	#16) Industry Business Center (MP 99-31	Services	7/18/2013	12/31/2020	Thomsen Engineering	mitigation Engineering consulting	Project 2	50,000	N			35,000			6	35,
	#16)	Services	7/10/2013	12/3 1/2020	Thomself Engineering	Engineering consulting	Project 2	50,000	N			35,000			\$	
	Industry Business Center (MP 99-31 #16)	Professional Services	7/18/2013	12/31/2020	Sage Environmental	Consulting for environmental clearance	Project 2	110,000	N			60,000			\$	60,
200 1	Industry Business Center (MP 99-31		1/1/2016	6/30/2016	MX Graphics	Blueprints	Project 2	40,000	N			15,000			\$	15,
1	#16) Industry Business Center (MP 99-31	Improvement/Infrastr	12/13/2011	6/30/2016	So Cal Sandbags	Replace damaged BMPS	Project 2	200,000	N			100,000			\$	100,
#	#16)	ucture														
	Industry Business Center (MP 99-31 #16)	Improvement/Infrastr ucture	1/1/2016	6/30/2016	So Calif Edison	Relocation of existing transmissions & distribution facilities	Project 2	3,600,000	N			3,600,000			\$	3,600,
203 l	Industry Business Center (MP 99-31 #16)	Improvement/Infrastr	1/1/2016	6/30/2016	Verizon	Relocation of existing & installation of new utilities	Project 2	694,080	N			500,000			\$	500,
204 I	Industry Business Center (MP 99-31		1/1/2016	6/30/2016	So Calif Gas Co	Relocation of existing & installation of	Project 2	1,041,420	N			500,000			\$	500,0
	#16) Industry Business Center (MP 99-31	ucture Improvement/Infrastr	1/1/2016	6/30/2016	Walnut Valley Water District	new utilities  Relocation of existing & installation of	Project 2	16,128,200	N			10,000,000			\$	10,000,
#	#16)	ucture				new utilities										
	Industry Business Center (MP 99-31 #16)	Improvement/Infrastr ucture	1/1/2016	6/30/2016	Ind Public Utilities	Installation of new utility system	Project 2	11,829,600	N			8,000,000			\$	8,000,
	Industry Business Center (MP 99-31 #16)	Miscellaneous	1/1/2016	6/30/2016	San Gabriel Valley Newspaper	Advertisement for bids	Project 2	6,000	N			2,000			\$	2,
209 li	Industry Business Center (MP 99-31		1/1/2016	6/30/2016	First American Title Co	Title reports & subdivision guarantees	Project 2	14,000	N			5,000			\$	5,0
-	#16) Industry Business Center (MP 99-31	Services	1/1/2016	6/30/2016	St Wtr Resources Cont	Storm water permit	Project 2	25,000	N			12,000			\$	12,0
#	#16)				Board											
	Industry Business Center (MP 99-31 #16)	Fees	1/1/2016	6/30/2016	LA County Health Department	Permits for use of reclaimed water	Project 2	4,000	N			1,500			\$	1,5
	Industry Business Center (MP 99-31 #16)	Fees	1/1/2016	6/30/2016	LA County Dept Public Works	Plan checks, permits, inspections of	Project 2	85,000	N			20,000			\$	20,0
-	Industry Business Center (MP 99-31	Fees	1/1/2016	6/30/2016		signals /markings New sewer annexation fees	Project 2	240,000	N			240,000			\$	240,0
2141	#18) Industry Business Center (MP 99-31	Improvement/Infrastr	1/1/2016	6/30/2016	International Line Builders	Electrical contractor	Project 2	40,000	N			40,000	, sate and the same of the sam	THE THE STATE OF T	\$	40,0
#	#16)	ucture					Project 2		IN						Ф	
	Industry Business Center (MP 99-31 #16)	Improvement/Infrastr ucture	1/1/2016	6/30/2016	Mc Cain	Traffic signal poles & mast arms	Project 2	120,000	N			120,000			\$	120,0
216 li	Industry Business Center (MP 99-31	Professional	7/18/2013	12/31/2020	Environs Landscape Arch	Consulting for landscaping design	Project 2	1,400,000	N			250,000			\$	250,
	#16) Industry Business Center (MP 99-31	Services Improvement/infrastr	1/1/2016	6/30/2016	Contractor - by public	Mass grading, infrastructure and	Project 2	5,743,319	14						\$	
#	#16)	ucture		6/30/2016	bidding	landscaping	Physical B		3.5				ALUE TO STATE OF THE PARTY OF T			
21811	Industry Business Center (MP 99-31 #16)	ucture	1/1/2016	6/30/2016	Contractor - by public bidding	Construction of intersections 1-55, 58, 59, 61-89		10,516,800	N						\$	
	Industry Business Center (MP 99-31 #16)	Professional Services	11/3/2014	12/31/2020	Kimley Horn & Assoc	Traffic signal design for improvements	Project 2	160,000	N			100,000			\$	100,
220 li	Industry Business Center (MP 99-31	Professional	11/3/2014	12/31/2020	Kimley Horn & Assoc	Traffic signal design for traffic	Project 2	1,025,000	N			200,000			\$	200,
	#16) Industry Business Center (MP 99-31	Services Professional	12/19/2013	12/31/2020	SCS Engineers	mitigation  Landfill consultant	Project 2	125,000	N			75,000	-		\$	75,
#	#16)	Services														
#		Services	8/27/2015	12/31/2020	WKE, Inc	Structural engineer	Project 2	75,000	N			40,000			\$	40,0
	Industry Business Center (MP 99-31 #16)	Professional Services	7/18/2013	6/30/2015	Butsko Engineering	Electrical engineer	Project 2	1,100,000	N			400,000			\$	400,
224 V	W Bd Slip On Ramp 57/60 (MP 99-	Professional	11/12/2008	6/30/2015	WKE, Inc	Engineering consulting	Project 2	100,000	N	50,000					\$	50,
	31 22a) W Bd Slip On Ramp 57/60 (MP 99-	Services Professional	6/22/2011	6/30/2015	CNC Engineering	Engineering consulting	Project 2	5,000	N	5,000					\$	5,
3	31 22a)	Services													Ť	
		Project Management Costs	6/9/2009	3/15/2016	Caltrans	Right of way acquisition, construction, administration	Project 2	7,000,000	N	5,500,000					\$	5,500,0

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												Funding Source				
										Non-Redeve	elopment Property T		RPT	TF		
			Contract/Agreement	Contract/Agreement				Total Outstanding								
Item #	Project Name / Debt Obligation 7 W Bd Slip On Ramp 57/60 (MP 99-	Obligation Type Professional	Execution Date	Termination Date 12/31/2020	Payee Avant-Garde	Description/Project Scope Project Funding	Project Area Project 2	Debt or Obligation 100,000	Retired	Bond Proceeds 30,000	Reserve Balance	Other Funds	Non-Admin	Admin	Six-I	Month Total 30,0
221	31 22a)	Services	7/27/2006	12/31/2020	Avant-Garde	Project Funding	Project 2	100,000	IN	30,000					Φ	30,0
229	9 W Bd Slip On Ramp 57/60 (MP 99- 31 22a)	Miscellaneous	1/1/2016	6/30/2016	MX Graphics	Blueprints	Project 2	2,200	N	1,000					\$	1,0
251	1 Industry East Traffic Mitigation Improvements	Professional Services	6/22/2011	6/30/2016	CNC Engineering	Engineering Consultant intersection 7- 9,11-9, 21,22,24	Project 2	475,000	N			200,000			\$	200,0
252	2 Industry East Traffic Mitigation Improvements	Professional Services	1/1/2016	6/30/2016	Geotechnical Consultant	Engineering Consultant intersection 7- 9,11-9, 21,22,24	Project 2	174,888	N			100,000			\$	100,0
253	Industry East Traffic Mitigation Improvements	Professional Services	1/1/2016	6/30/2016	RKA Engineering	Engineering Consultant intersection 7- 9,11-9, 21,22,24	Project 2	1,500,000	N			800,000			\$	800,0
254	Industry East Traffic Mitigation	Improvement/Infrastr	1/1/2015	6/30/2016	Contractor - by public	Engineering Consultant intersection 7-	Project 2	1,322,066	N				- 1	Big Time	\$	
255	5 SA Employer Costs	Admin Costs	1/1/2016	6/30/2016	Reimburse City of Industry	Employee Costs, salaries, taxes,	All Projects	348,000	N			348,000			\$	348,0
256	6 Office/Delivery/ phone and overhead	Admin Costs	1/1/2016	6/30/2016	Various Vendor	insurance, retirement Overhead and administrative Costs	All Projects	6,000	N			6,000			\$	6,00
	7 Property Management	Admin Costs	1/1/2016	6/30/2016	Various Vendor	Manager to oversee SA owned properties	All Projects	42,000				42,000			\$	42,0
	8 Legal Services	Legal	1/1/2016	6/30/2016	Various Vendor	Legal services attributable for the SA		494,500				494,500			\$	494,5
259	9 Accounting and consulting fees	Admin Costs	1/1/2016	6/30/2016	Various Vendor	Accounting and consulting fees for the SA	All Projects	187,000	N			187,000			\$	187,0
260	0 Auditing and review services	Dissolution Audits	1/1/2016	6/30/2016	Various Vendor	Required audit and review of the SA by the State	All Projects	110,000	N			110,000			\$	110,0
	Z Property Tax	Admin Costs	7/1/2015	12/31/2015			All Projects		N						\$	
	3 General Insurance and Bonding	Miscellaneous	1/1/2016	6/30/2016	Brown & Brown Ins	General Insurance	All Projects	700,000	N			720,000			\$	720.0
269	9 City/Agency Reimbursement Agreement for Property Maintenance and other costs	Property Maintenance	1/1/2016	6/30/2016	City of Industry	Obligation created pursuant to HSC Sections 34171(b) and 34171(d)(1)(F)	All Projects	736,000	N			736,000			3	736,00
270	0 Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	2/26/2014	6/30/2016	C. A. Rasmussen Inc.	Escrow deposit for IBC-0379 - Far west grading a portion of line 217	Project 2	800,000	N			800,000			\$	800,00
271	1 Industry Business Center (MP 99-31 #16)	Improvement/Infrastr ucture	2/26/2014	4/30/2016	Sukut Construction, LLC	Escrow deposit for IBC-0380 East Side Mass Grading a portion of line 217	Project 2	4,000,000	N			4,000,000			\$	4,000,0
275	Industry East Traffic Mitigation	Improvement/Infrastructure	1/1/2016	6/30/2016	City of Diamond Bar	Traffic improvements per Industry East EIR for inersection 9	Project 2	713,400	N			500,000			\$	500,0
276	6 Landscaping Baker Slopes (MP 91- 31 #61)	Property Maintenance	1/1/2016	6/30/2016	Marina Land Scape, INC.	Maintenance of the asset created in ROPS line items 99-110	Project 2	315,000	N			125,000			\$	125,0
277	7 City/Agency Reimbursement Agreement	Improvement/Infrastr ucture	8/27/2014	6/30/2016	City of Industry	Obligation created pursuant to HSC Sections 34178(a) and 34180(h) - Advance & reimbursement of costs for construction contracts	All Projects	50,000,000	N			50,000,000			\$	50,000,00
281	1 Industry Business Center (MP 99-31 #16)	Improvement/Infrastr ucture	1/1/2016	6/30/2016	International Line Builders, Inc./Contractor - by public bidding	Conduit work associated with line 202	Project 2	2,200,000	N			2,200,000			\$	2,200,0
282	2 Appraisal Fees	Property Dispositions	1/1/2016	6/30/2016	City Of Industry	Reimburse Appraisal Fees paid by City		22,000	N			22,000			\$	22,0
283	Tax Allocation Revenue Refunding Bonds, Series 2015A Pri#1-Taxable	Refunding Bonds Issued After 6/27/12	7/1/2015	1/1/2025	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #1	Project 1	275,686,048	N				42,848,023		\$	42,848,0
284	4 Tax Allocation Revenue Refunding	Refunding Bonds Issued After 6/27/12	7/1/2015	1/1/2025	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #2	Project 2	9,252,750	N				1,030,500		\$	1,030,5
285	Tax Allocation Revenue Refunding Bonds, Series 2015B-Pri#2 Taxable	Refunding Bonds	7/1/2015	1/1/2027	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #2	Project 2	328,550,928	N				26,043,230		\$	26,043,2
286	6 Subordinate Tax Allocation Revenue Refunding Bonds Series 2015A- Pri#2-Taxable		7/1/2015	1/1/2024	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #2	Project 2	44,943,531	N				4,842,794		\$	4,842,7
287		Refunding Bonds Issued After 6/27/12	7/1/2015	1/1/2025	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #3	Project 3	9,368,500	N				1,047,250		\$	1,047,2
288	B Tax Allocation Revenue Refunding Bonds, Series 2015B-Pri#3-Taxable		7/1/2015	1/1/2027	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #3	Project 3	49,146,164	N				4,955,783		\$	4,955,78

				<b>T</b>	1	(Report Amounts in	vvnole Dollars)	1								
A	В	С	D	E	F	G	н	1	J	к	L	м	N	0		Р
												Functing Source				
										Non-Redev	elopment Property T (Non-RPTTF)	ax Trust Fund	RP	TTF		
Item #		Obligation Type	Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six	-Month Total
289	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	9/24/2015	6/30/2017	Contractor - by public bidding	IBC-0381 mass grading phase II west side a portion of line 217	Project 2	27,500,000				15,000,000			\$	15,000,0
	Industry Business Center (MP 99-31 #16)	ucture		6/30/2017	All American Asphalt	IBC-0384 east side streets, landscaping, sewer lines, & electrical substrucutres a portion of line 217	Project 2	18,784,000	N			12,000,000			\$	12,000,0
	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	1/1/2016	6/30/2016	City of Walnut	Right of way & construction	Project 2	2,877,094	N			1,400,000			\$	1,400,0
292	Broker For Property Sales	Property Dispositions	1/1/2016	6/30/2016	Hoffman Company	Professional Services			N						\$	
	Industry Business Center (MP 99-31 #16)	Professional Services	1/1/2016	6/30/2016	CASC Engineering & Consulting, Inc.	NPDES Compliance and Monitoring	Project 2	100,000	N			30,000			\$	30,0
294									N						\$	
295									N						\$	
296									N						\$	
297									N						\$	
298									N						\$	
299									N						\$	
300									N						\$	
301									N						\$	
302									N						\$	
303									N						\$	
304									N						\$	
305									N						\$	
306									N						\$	

### Industry City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances (Report Amounts in Whole Dollars)

A	В	С	D	E		F	G	н	1
				Fun	d Source	es			
		Bond F	Proceeds	Reserve	e Balanc	ė	Other	RPTTF	1-1
	Cash Balance Information by ROPS Period	or before	or after 01/01/11			PTTF	Grants,	and	Comments
	PS 14-15B Actuals (01/01/15 - 06/30/15)								
1	Beginning Available Cash Balance (Actual 01/01/15)	80,065,217				64,300	46,253,041	6,750	C1: \$49,963,059 of bond reserves held in US bank probond indenture and \$30,102,158 of bond proceeds reserved for project costs. F1: \$64,300 of funds held by the bond trustee to fund future bond payments. G1: The \$46,253,041 consists of \$42,441,710 held in escrow accounts for ROPS items # 270 and 271 and \$3,811,331 funds to be used for bond debt service per DOF letter dated April 13, 2015. H1: In reconciling ROPS 15-16A cash balance with Veronica Green of the DOF, the SA had \$6,750 of PP, therefore reducing the SA's open money from \$3,818, to \$3,811,331 which will be applied for debt service payments per DOF instructions.
2	Revenue/Income (Actual 06/30/15)								
	RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015								C2 represent interest income earned on bond reserve F2: Amount included \$234,905 raleased from bond reserves and \$3,811,331 of other funds reclassified fo future debt service per DOF letter April 13, 2015. G2:The \$22,442,350 represents- \$4,875,248 Lease Income,\$1,154,042 Note Receivable Principal and Intrasprents, \$3,004,293 of repayment from the City of Industry due to the Asset Transfer Review report, \$55 Investment Interest and \$13,353,645 of proceeds from property sales.
3	Expenditures for ROPS 14-15B Enforceable Obligations	125,389			-	4,046,237	22,442,350	24,421,357	H2: Consists of Jan 2nd RPTTF receipts
	RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	2,234,718				182,710	39,854,714		C3: Amount represent project costs of \$1,999,814 and transfer out of bond reserve of \$234,905 to US bank for future debt service payments. F3 and H3: total bond payment of \$24,804,067 paid by reserve held by US bank and Jan 2nd RPTTF. G3: Consists of \$36,048,382 of project costs, transfer \$3,811,331 to US bank. H3: includes bond payments and \$5,000 to paid for arbitrage fees from RPTTF retained from prior period was approved on ROPS III item #22. \$13,349,701 of debt service shortfall was paid by the COverride funds pursuant to Resolution No. 2013-10.
4	Retention of Available Cash Balance (Actual 06/30/15)	2,234,710				102,710	39,034,714	24,420,337	Override rands pursuant to Resolution No. 2013-10.
5	RPTTF amount retained should only include the amounts distributed as reserve for future period(s)  ROPS 14-15B RPTTF Prior Period Adjustment RPTTF amount should lie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S	77,955,888		No entry required		3,927,827	27,279,422	1,750	C4: \$49,818,509 represents monies held by US Bank bond trustee. F4: Amount held in US bank for July 1, 2015 bond refunding. G4: The \$27,279,422 is cash held in escrow accounts pay for line item #s 270 and 271 and project costs and #277.
8							3 3 3 3 1		The CA requests that this many he seeded forward to
	C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$		\$ 1,561,255	\$ -	The SA requests that this money be carried forward to the up coming projects costs.
	PS 15-16A Estimate (07/01/15 - 12/31/15)								
7	Beginning Available Cash Balance (Actual 07/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)			\$ -	\$ 3	000 577	\$ 28.840.677		
8	Revenue/Income (Estimate 12/31/15)	\$ 77,955,888	\$ -	-	<b>a</b>	3,929,577	\$ 28,840,677	\$ -	The \$21,300,000 represents \$5,500,000 in lease incor
	RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during June 2015	25,000					21,300,000	29,997,566	and Notes Receivable Principal and Interest and estin proceed of \$15,800,000 from property sales.
9	Expenditures for ROPS 14-15B Enforceable Obligations (Estimate 12/31/15)	42,874,201			3	3,927,827	26,117,079		Cell F9 and H9 -SA refunded its outstanding bonds on 1, 2015, \$29,997,586 of RPTTF funds and \$39,325,02' reserve accounts held at US benk were transferred to refunding escrow accounts. Cell G9 is comprised of \$13,605,100 from ROPS 14-15B and \$12,511,979 ermaining cash from June 30, 2015 held in the escrow accounts for CA Rasmussen line item #270 and Sukut Construction line item 271 that will be spent by Decem 31, 2015.
0	Retention of Available Cash Balance (Estimate 12/31/15) RPTTF amount relained should only include the amounts distributed as reserve for future period(s)				3	,321,021			This amount represents proceeds from property sales (\$13,317,443 currently held in the depository account: US Bank and an estimated \$15.8 million to be receive during the period July 1 to December 31, 2015.) This amount will be used to pay ROPS line item #277 - advance/loan agreement with the City of Industry.
1	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	35,106,687					29,117,443		
		\$ -	\$	\$	\$	1,750	\$ (5,093,845)		SA is projected to incur more project costs than its car hand at the end of ROPS 15-16A resulting in about \$5 million deficit.

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Industry City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller. Non-RPTTF Expenditures **RPTTF Expenditures** Net SA Non-Admir and Admin PPA (Amount Used to Offset ROPS 15-16B Non-Admin **Bond Proceeds** Reserve Balance Other Funds Admin Difference Available Available (If total actual RPTTF RPTTF (ROPS 14-15B Difference (ROPS 14-15B exceeds total distributed + all other Net Lesser of (If K is less than L distributed + all other Net Lesser of authorized, the Project Name / available as of Authorized / the difference is available as of Authorized / total difference is **Net Difference Debt Obligation** Actual Authorized 01/1/15) Available 01/1/15) Available (M+R) SA Comments 41,674,100 37,953,771 4,660,335 1,999,814 1 2002 Tax Allocation 2 2003 Tax Allocation 13,697,225 13,697,224 \$ 13,697,224 13,697,224 \$ Deb Service shorftall was paid directly by the City of Industry per Resolution SA 2013-10 and CC 2013-25 Bonds "A" 2,525,625 2,525,625 \$ 2,525,625 2,525,625 3 2003 Tax Allocation 2,281,500 Deb Service shorftall was paid directly 4 | 2003 Sub Tax by the City of Industry per Resolution SA 2013-10 and CC 2013-25 Allocation Bond 5 | 2007 Sub Tax 476,000 Deb Service shorftall was paid directly by the City of Industry per Resolution Allocation Bond SA 2013-10 and CC 2013-25 6 2008 Sub Tax 1,019,989 Deb Service shorftall was paid directly by the City of Industry per Resolution Allocation Bond SA 2013-10 and CC 2013-25 7 | 2005 Sub Tax 1,596,221 by the City of Industry per Resolution SA 2013-10 and CC 2013-25 Allocation Bond 8 2009 Sub lien Tax Alloc Note 9 2008 Sub lien Tax Alloc Note 1,020,259 1,020,259 1,020,259 1,020,259 10 2002 Tax Allocatio Bonds 2,592,260 2,592,260 2,592,260 2,592,260 11 2003 Tax Allocation 12 2003 Sub Tax Allocation Bond 13 | 2005 Sub Tax 395,218 Deb Service shorftall was paid directly llocation Bond by the City of Industry per Resolution SA 2013-10 and CC 2013-25 14 | 2008 Sub Tax 772,513 Deb Service shorftall was paid directly by the City of Industry per Resolution SA 2013-10 and CC 2013-25 1,540,860 15 2010 Sub Tax Deb Service shorftall was paid directly by the City of Industry per Resolution Allocation Bond SA 2013-10 and CC 2013-25 16 2002 Tax Allocation 1,035,143 241,585 241,585 Deb Service shorftall was paid directly by the City of Industry per Resolution Bonds SA 2013-10 and CC 2013-25 2,905,745 2,905,745 2,905,745 2,905,745 17 2003 Tax Allocation

Industry City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
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Industry City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Sarety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

	litor-controller (CA																	_	_
Α	В	С	D	E	F	G	Н	I	J	К	L	M	N	0	Р	Q	R	S	Т
				Non-RPTTF	Expenditures	S							RPTTF Expend	litures					
		Bond Pr	oceeds	Reserve	Balance	Other Fu	nds			Non-Admin		·   .			Admin			Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	
tem#	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	SA Comments
		\$ 4,660,335 \$	1,999,814	\$ -	\$ -	\$ 41,674,100 \$	36,048,381	\$ 37,953,771	\$ 24,604,067	\$ 24,604,067	\$ 24,604,067	\$ -	\$ -	\$ -	\$ -	\$	- \$ -	\$ -	This Assessed has been group and he
	Route 57/60 Confluence (MP99-	30,000	4,601	-		-		-		\$ -		\$ -						5	This Amount Includes \$208 paid Ju and August 2015
124	31 #22) Route 57/60 Confluence (MP99-	20,000	809	-		-		•		\$ -		\$ -						\$ -	
125	31 #22) Route 57/60 Confluence (MP99-			-		-		-		\$ -		\$ -						\$ -	
126	31 #22) Route 57/60 Confluence (MP99-	5,000		-		-				\$ -		\$ -						\$ -	
127	31 #22) Route 57/60 Confluence (MP99-	200,000		-				-		\$ -		\$ -						\$ -	
128	31 #22) Route 57/60 Confluence (MP99-	500,000		-		-		-		\$ -		\$ -						\$ -	
130	31 #22) Route 57/60 Confluence (MP99-	40,000	32,701	-		-				\$ -		\$ -						\$ -	This Amount Includes \$1,553 paid July and August 2015
131	31 #22) Route 57/60 Confluence (MP99-	110		-		-		-		\$ -		\$ -						\$ -	
	31 #22) Route 57/60 Confluence (MP99-	600		-		-		•		\$ -		\$ -						\$ -	
133	31 #22) Route 57/60 Confluence (MP99-	750,000	837,654	-		-		-		\$ -		\$ -						\$ -	This Amount Includes \$274,014 pa July and August 2015
134	31 #22) Route 57/60 Confluence (MP99-	90,000	91,389	-		-	-	-		\$ -		\$ -						\$ -	This Amount Includes \$15,000 pai July and August 2015
148	31 #22) Diamond Bar Creek	-		-		5,000		-		\$ -		\$ -						\$ -	
149	(MP 99-31 #26) Diamond Bar Creek	-		-		5,000		-		\$ -		\$ -						\$ -	
150	(MP 99-31 #26) Diamond Bar Creek	-				5,000	3,376	-		\$ -		\$ -						\$ -	
	(MP 99-31 #26) Diamond Bar Creek	-		-		1,000		-		\$ -		\$ -						\$ -	
	(MP 99-31 #26) Diamond Bar Creek					500				\$ -		\$ -						\$ -	
	(MP 99-31 #26) Diamond Bar Creek									\$ -		s						\$ -	
	(MP 99-31 #26)							-				\$ -						\$	
	Diamond Bar Creek (MP 99-31 #26)					1		-		\$ -		-						•	
155	Diamond Bar Creek (MP 99-31 #26)	-		-		200		-		\$ -		\$ -						\$ -	
156	Diamond Bar Creek (MP 99-31 #26)	-		*				-		\$ -		\$ -						\$ -	
158	Diamond Bar Creek	-		-		-		-		\$ -		\$ -						\$ -	
	(MP 99-31 #26) Diamond Bar Creek			-		1,500		-		\$ -		\$ -						\$ -	

Industry City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller Non-RPTTF Expenditures **RPTTF Expenditures** Net SA Non-Admi and Admin PPA (Amount Used to Offset ROPS 15-16E **Bond Proceeds** Reserve Balance Other Funds Requested RPTTF) Difference Available Available (If total actual RPTTF **RPTTF** Difference exceeds total (ROPS 14-15B (ROPS 14-15B If K is less than L. distributed + all other Net Lesser of distributed + all othe Net Lesser of authorized, the **Net Difference** Project Name / available as of Authorized / the difference is available as of Authorized / total difference is 01/1/15) **Debt Obligation** Actual Actual Authorized Actual 01/1/15) Available (M+R) SA Comments Authorized Authorized Actual zero) Authorized Available Actual zero) 41,674,100 36,048,381 \$ 37,953,771 \$ 4,660,335 1,999,814 24,604,067 24,604,067 24,604,067 160 Diamond Bar Cree 50,000 (MP 99-31 #26) 5,000 161 Diamond Bar Cree (MP 99-31 #26) 20,000 162 Diamond Bar Cree (MP 99-31 #26) 75,000 164 Diamond Bar Cree (MP 99-31 #26) 165 Diamond Bar Creek 300,000 (MP 99-31 #26) 166 Diamond Bar Cree 20,000 (MP 99-31 #26) (MP 99-31 #26) 30,000 10,139 192 Industry Busines This Amount Includes \$2,410 is paid in Center (MP 99-31 July and August 2015 #16) 300,000 585,452 This Amount Includes \$177,057 is paid 193 Industry Business Center (MP 99-31 in July and August 2015 194 Industry Business 1,000,000 981,706 This Amount Includes \$317,069 is paid Center (MP 99-31 in July and August 2015 195 Industry Business Center (MP 99-31 #16) 196 Industry Business 1,200,000 1,457,40 This Amount Includes \$216,100 is paid Center (MP 99-31 n July and August 2015 50,000 197 Industry Business Center (MP 99-31 198 Industry Business 8,927 Center (MP 99-31 30,000 26,555 199 Industry Business Center (MP 99-31 5,000 7,605 200 Industry Business This Amount Includes \$2,432 is paid in Center (MP 99-31 July and August 2015 #16) 201 Industry Business 10,000 Center (MP 99-31 202 Industry Business 1,700,000 551,000 Center (MP 99-31 203 Industry Business Center (MP 99-31 #16) 50,000 Center (MP 99-31

Industry City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments

Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)

(Report Amounts in Whole Dollars)

ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller. Non-RPTTF Expenditures **RPTTF Expenditures** Net SA Non-Admir and Admin PPA (Amount Used to Offset ROPS 15-16B **Bond Proceeds** Reserve Balance Other Funds Non-Admin Requested RPTTF) Available Available Difference RPTTF (If total actual **RPTTF** Difference (ROPS 14-15B (ROPS 14-15B exceeds total (If K is less than L authorized, the Net Lesser of Net Lesser of distributed + all other distributed + all othe Project Name / Net Difference available as of Authorized / the difference is available as of Authorized / total difference is 01/1/15) **Debt Obligation** Actual Actual Authorized Actual Available 01/1/15) Available **Authorized** Actual zero) Authorized Actual zero) (M+R) SA Comments \$ 4,660,335 1,999,814 41.674.100 36,048,381 37,953,771 24,604,067 24,604,067 24,604,067 205 Industry Business Center (MP 99-31 100,000 206 Industry Business Center (MP 99-31 #16) 207 Industry Business Center (MP 99-31 208 Industry Business 1,000 3,285 This Amount Includes \$893 is paid in Center (MP 99-31 July and August 2015 5,000 209 Industry Business Center (MP 99-31 #16) 210 Industry Business 1,000 Center (MP 99-31 1,500 211 Industry Business Center (MP 99-31 212 Industry Business 85,000 Center (MP 99-31 #16) 213 Industry Business Center (MP 99-31 15,000 214 Industry Business Center (MP 99-31 215 Industry Business Center (MP 99-31 80,239 216 Industry Business 300,000 Center (MP 99-31 217 Industry Business Center (MP 99-31 #16) 218 Industry Business Center (MP 99-31 219 Industry Business 50,000 34,441 This Amount Includes \$34,441 is paid Center (MP 99-31 in July and August 2015 220 Industry Business 50,000 Center (MP 99-31 221 Industry Business 30,000 94,837 Center (MP 99-31 n July and August 2015 20,000 222 Industry Business Center (MP 99-31

Industry City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Pariod Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Sariety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

-controlle			_	_	_										ь		R		т
В	-	С	D	E	F	G	Н	1	J	К	L	М	N	0	Р	Q	R	S	1
				Non-RPTTF	Expenditures	5							RPTTF Expend	ditures					
		Bond F	Proceeds	Reserve	Balance	Other	Funds			Non-Admin					Admin			Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	
roject Nar ebt Obliga		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	SA Comments
ebt Obliga		\$ 4,660,335	\$ 1,999,814		\$ -	\$ 41,674,100	\$ 36,048,381	\$ 37,953,771	\$ 24,604,067	\$ 24,604,067	\$ 24,604,067		\$ -	\$ -	\$ -	\$	- s -	\$ -	
ustry Busir ter (MP 99	ness	\$ 4,000,333	\$ 1,555,614	-	φ <u>-</u>	300,000	295,092	-	Ψ 24,004,001	\$ -	24,004,007	\$ -	•					\$ -	This Amount Includes \$94,324 is pa in July and August 2015
3d Slip On 60 (MP 99-	Ramp 31	45,000	11,394	-		-		-		\$ -		\$ -						\$ -	This Amount Includes \$2,228 is pai July and August 2015
) 3d Slip On 60 (MP 99-		3,000		-		-		-		\$ -		\$ -						\$ -	
) 3d Slip On 60 (MP 99-		2,500,000	789,738	-		-		-		\$ -		\$ -						\$ -	
) 3d Slip On 60 (MP 99-		35,000	40,480	-		-				\$ -		\$ -						\$ -	This Amount Includes \$8,760 is pa July and August 2015
) 3d Slip On 60 (MP 99-	Ramp 31	500				-		-		\$ -		\$ -						\$ -	,
) 3d Slip On 60 (MP 99-		125		-		-		-		\$ -		\$ -						\$	
) ustry East gation		-		-		250,000	16,517	-		\$ -		-						\$ -	This Amount Includes \$1,686 is pa July and August 2015
rovements ustry East gation	Traffic	-		-		50,000		-		\$ -		\$ -						\$ -	
rovements ustry East gation	Traffic	-		-		200,000		-		\$ -		\$ -						\$ -	
rovements ustry East gation	Traffic	-		-		-		-		\$ -		\$ -						\$ -	
rovements Employer		-		-		314,000	313,047	-		\$ -		\$ -						\$ -	
ce/Deliver		-		-		16,000	5,973	-		\$ -		\$ -						\$ -	This Amount Includes \$273 is paid July and August 2015
perty nagement nal Service	$\neg$	-		-		51,000	62,917	•		\$ -		\$ -						\$	This Amount Includes \$3,635 is pa July and August 2015 This Amount Includes \$19,361 is p
		-				438,000	438,000	-		\$ -		\$ -						5	This Amount Includes \$19,361 is a in July and August 2015 This Amount Includes \$14,580 is a
counting ar sulting fee	s	-		-		145,000	186,229	-		-		5 -						•	in July and August 2015
diting and r	- 1	-		-		155,000	109,403	-		\$ -		5 -						-	This Amount Includes \$11,570 is in July and August 2015
perty Tax neral Insur Bonding	ance	-		-		-		-		\$ -  \$ -		5 -	1			-		\$ -	

Industry City Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prio<sub>r</sub> Period Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

	ditor-controller (CA																		
Α	В	С	D	E	F	G	Н	1	J	К	L	М	N	0	Р	Q	R	S	Т
		Non-RPTTF Expenditures			s		RPTTF Expenditures											4	
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin						Admin					
	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	SA Comments
		\$ 4,660,335	\$ 1,999,814	\$ -	\$ -	\$ 41,674,100	\$ 36,048,381	\$ 37,953,771	\$ 24,604,067	\$ 24,604,067	\$ 24,604,067	\$ -	\$	- \$ -	\$ -	\$	- \$ -	\$ -	
	Industry East Industrial Park pursuant to Lease Agreement and DDA for development of 400 Acre Agency owned land			-		-		-		-									
	Industry Business Center pursuant to Lease Agreement for 600 Acre Agency owned land	-		-				-		\$ -		\$ -						\$	
267	Industry Business Center (MP 99-31 #16)	-		-						\$ -		\$ -						\$ -	
268	City/Agency Reimbursement Agreement for Property Maintenance and other costs	•		-		•		-		-		\$						\$	
269	City/Agency Reimbursement Agreement for Property Maintenance and other costs	-				736,000	413,184			\$		\$						\$	This Amount Includes \$57,028 Accr for June 30, 2015
270	Industry Business Center (MP 99-31 #16)	-		•		-	14,857,914	-		\$ -		\$ -						\$ -	This amount is being paid from the funds held in the escrow account. T Amount Includes \$1,236,476 is paid July and August 2015
271	Industry Business Center (MP 99-31 #16)	-		-			15,148,157	-		\$ -		\$ -						\$ -	This amount is being paid from fund held in the escrov account. This Amount Includes \$3,833,822 is paid July and August 2015
274	Escheated Payment	-		-		-		-		\$ -	000	\$ -						\$ -	day and Pagast 2010
275	Industry East Traffic Mitigation	-				213,400		-		\$ -		\$ -						\$ -	
276	Improvements Landscaping Baker Slopes (MP 91-31 #61)	-				75,000	58,624			\$ -		\$ -						\$ -	This Amourt Incl udes \$14,350 is pa in July and Jugus t 2015
277	Reimbursement Agreement	-		-		33,025,000		-		\$ -		\$ -						\$ -	
	Appraisal Fees						36,200			\$ -		\$						\$ -	This amount, corresents appraisal fer collected fron the? buyer for SA prope # 24.4.9.16 ind 11 to reimburse the 0 of Industry that adepaid for these fees up front.

controller (CA	(C) and the Sta	RPTTF) approve											expenditures for the so specifies that the p					
В	С	D	Е	F	G	Н	I	J	к	L	М	N	0	Р	Q	R	S	Т
	Non-RPTTF Expenditures						RPTTF Expenditures											
Project Name / Debt Obligation	Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	
	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	SA Commer
	\$ 4,660,335	\$ 1,999,814	\$ -	\$ -	\$ 41,674,100	\$ 36,048,381	\$ 37,953,771	\$ 24,604,067	\$ 24,604,067	\$ 24,604,067	s -	\$ -	\$ -	\$ -	\$ -	- \$ -	\$	
er (MP 99-31						3,000			\$ - }		\$ -							U S Bank Fees for the Depo Account for the C A Rassmu
									\$ -		\$ -						\$ -	
									\$ -		\$ -						\$ -	
	B bject Name / ot Obligation	B C  Bond P  oject Name / ot Obligation Authorized \$ 4,660,335 \$	B C D  Bond Proceeds  Diject Name / Ot Obligation Authorized Actual \$ 4,660,335 \$ 1,999,814	B C D E  Non-RPTTF  Bond Proceeds Reserve  Diject Name / Ot Obligation Authorized Actual Authorized \$ 4,660,335 \$ 1,999,814 \$	B C D E F  Non-RPTTF Expenditures  Bond Proceeds Reserve Balance  Diject Name / Ot Obligation Authorized Actual Authorized Actual Stry Business	B   C   D   E   F   G	B   C   D   E   F   G   H	B   C   D   E   F   G   H   I	B C D E F G H I J    Non-RPTTF Expenditures	B   C   D   E   F   G   H   I   J   K	B C D E F G H I J K L    Non-RPTTF Expenditures   Non-Admin	B C D E F G H I J K L M    Non-RPTTF Expenditures     Non-Admin     Non-Admin     Non-Admin     Non-Admin     Non-Admin     Non-Admin     Non-Admin     Non-Admin     Non-Admin     Non-Admin   Non-Ad	B C D E F G H I J K L M NON-RPTTF Expenditures  RPTTF Expend  RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)  Rot Obligation  Authorized Actual Authorized Actual Authorized Actual Authorized Actual Authorized Actual Authorized Actual Authorized S 4,660,335 \$ 1,999,814 \$ - \$ - \$ 41,674,100 \$ 36,048,381 \$ 37,953,771 \$ 24,604,067 \$ 24,604,067 \$ 24,604,067 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	Book   Proceeds   Reserve   Salance   Other Funds   Non-Admin	Bond Proceeds Reserve Balance Other Funds Non-Admin    Solicit Name / Not Difference of the Colligation of the Children of the Colligation of the	Bond Proceeds   Reserve Balance   Other Funds   Non-Admin   Non-	Bond Proceeds Reserve Balance Other Funds Non-Admin RPTTF Expenditures    Bond Proceeds   Reserve Balance   Other Funds   Available RPTTF   ROPS 14-15B distributed + all other available as of Authorized   Actual Authorized   A	B C D E F G H I J K L M N O P Q R S  Non-RPTTF Expenditures  Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B (RPTTF (ROPS 14-15B) distributed + all other available as of Other Funds  Authorized Actual Authorized Actual Authorized Actual Authorized Actual Authorized Actual Authorized Actual Security Susiness  \$ 4,660,335 \$ 1,999,814 \$ . \$ . \$ 4,1674,100 \$ 36,048,381 \$ 37,953,771 \$ 24,604,067 \$ \$ 24,604,067 \$ \$ . \$ . \$ . \$ . \$ . \$ . \$ . \$ . \$ .

Industry City Recognized Obligation Payment Schedule (ROPS 15-16B) - Notes  January 1, 2016 through June 30, 2016						
Item #						
1-7 and 10-19	ROPS Detail Tab - No amounts are shown on these lines as these bonds have been refunded in July 2015. We have added ROPS line # 283-288 for the refunded bonds.					
1-7 and 10-19	bonds.					
282	ROPS Detail Tab - This amount represents estimated appraisal fees that will be collected from the buyer of Successor Agency owned property that will be reimbursed to the City of Industry who paid for the appraisals up front. The purchase agreements with the buyer provide for the collection of appraisal fees from the buyer.					
283-288	ROPS Detail Tab - These line items represent the obligations for the 2015 refunding bonds issued in July 2015.					
117_	ROPS Detail Tab - Contract will be extended before January 1, 2016					

SUCCESSOR AGENCY

**ITEM NO. 5.5** 

# 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. Chilips

Staff:

John Ballas, Agency Engineer

Date:

August 27, 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 estimated \$1.855 million in payments to be made by the Successor Agency with respect to the Grand Avenue Off-Ramp Project, as contemplated by this Cooperative Agreement, are included within 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.

FUNDING TABLE					
		IMPLEMENTING AGENCY →	CALTI	RANS	
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			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:JDB: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

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# **COOPERATIVE AGREEMENT**

This AGREEMENT, effective on	, is between the State of
California, acting through its Department of Transportation, refer	red to as CALTRANS,
City of Industry, a body politic and municipal corporation of thereinafter as CITY, and:	the State of California, referred to
Successor Agency to the Industry Urban-Development Agenc referred to hereinafter as AGENCY. CITY and AGENCY are	
CALTRANS, CITY and AGENCY are collectively referred to	o 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 (A&E) 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, subcontractors, 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, subcontractors, 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. PARTNERS 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 <a href="https://www.fhwa.dot.gov/topics.htm">www.fhwa.dot.gov/topics.htm</a>.
- **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 <a href="http://www.fasab.gov/accepted.html">http://www.fasab.gov/accepted.html</a>.
- **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	SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
Carrie L. Bowen District Director	
	Mark D. Radecki Chairman
Certified as to funds:	Chairman
	Attest:
Paul Kwong District Budget Manager	
	Diane Schlichting
CITY OF INDUSTRY	Secretary
Mark D. Radecki Mayor	— Approved as to form:
Attest:	James M. Casso, Agency Counsel
Cecelia Dunlap	
Deputy City Clerk	
Approved as to form:	
James M. Casso, City Attorney	

# **FUNDING SUMMARY**

FUNDING TABLE					
		IMPLEMENTING AGENCY →	CALTE	RANS	
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	1,855,00
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

<sup>\*</sup> This fund type includes federal funds

SPENDING SUMMARY						
	CONST. SUPPORT		CONST. CAPITAL			
Fund Type	CALTRANS	CITY	AGENCY	CALTRANS	DFM CALTRANS	Totals
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	SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
Syed Huq Project Manager  Date	Mark D. Radecki Chairman  Date
District Budget Manager	CITY OF INDUSTRY
HQ Accounting	Mark D. Radecki Mayor  Date

AGREEMENT 07-5033 Project Number: 0715000075

# **CLOSURE STATEMENT INSTRUCTIONS**

1.	Did PARTNERS complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?	S
		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 thi AGREEMENT and any amendments to this AGREEMENT were completed?	S
		YES / NO
4.	If construction is involved, did the CALTRANS District Project Manager verify that and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?	all claims
		YES / NO
5.	Did PARTNERS complete and transmit the As-Built Plans, Project History File, and required contract documents?	all other
		YES / NO
	If ALL answers are "YES", this form may be used to TERMINATE this AGREEMEN	Т.

AGREEMENT 07-5033 Project Number: 0715000075

# **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	AGENCY
Carrie L. Bowen District Director	Mark D. Radecki Chairman
Date:	Date:
	CITY OF INDUSTRY
CERTIFIED AS TO ALL FINANCIAL OBLIGATIONS/TERMS AND POLICIES	Mark D. Radecki Mayor  Date:
Paul Kwong District Budget Manager	

SUCCESSOR AGENCY

**ITEM NO. 5.6** 

### 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

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

Clement N. Calvillo, CNC Engineering Joshua Nelson, CNC Engineering Staff:

September 17, 2015 Date:

SUBJECT: Overhead 12KV Distribution and Communication Systems Relocation in

Conjunction with the Industry Business Center Development - Phase 2 -

ROPS Line Item No. 202 (MP 99-31 #16)

Attached for your consideration is a Facilities Relocation Agreement with Southern California Edison for the phase 2 overhead relocation of their 12 KV distribution and communication systems to install a temporary overhead electric line in conjunction with the Industry Business Center development.

As part of the Industry Business Center projects, various Southern California Edison 12 KV distribution and communication systems will need to be relocated. Phase 1 of the relocation is currently under construction and the attached agreement is for the phase 2 noted above. Edison requires that the Agency sign a relocation agreement and grant an easement for this phase. The Successor Agency granted the easement at the July 23, 2015 meeting. If this agreement is approved the payment of \$587,000 will be placed on the October 8, 2015 register. They will do a final accounting after the project is complete to determine if a credit is due to the Agency or if more costs have been incurred in which case they will invoice the Agency for the additional cost. This expenditure has already been approved by the Oversight Board and the California Department of Finance on Line Item No. 202 of the Recognized Obligation Payment Schedule.

We recommend that you approve the Facilities Relocation Agreement with Southern California Edison and return it to CNC Engineering for further processing.

PP/JN:cl

### **FACILITIES RELOCATION AGREEMENT**

This Facilities Relocation Agreement ("Agreement") is made and entered into this 8th day of September, 2015 (the "Effective Date") by and between Southern California Edison Company, a California corporation ("SCE"), and Successor Agency to the Industry Urban-Development Agency (the "Applicant"). SCE and the Applicant are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

#### RECITALS

WHEREAS, the Applicant is proposing to develop a commercial and industrial project (the "Project") within that area generally depicted in the attached Exhibit A (the "Project Location").

WHEREAS, SCE currently operates and maintains certain distribution and telecommunication facilities (collectively the "SCE Facilities") within and proximate to the Project Location.

WHEREAS, the Applicant has determined that implementation of the Project will require the relocation of portions of the SCE Facilities and, to that end, the Applicant has requested that SCE relocate some or all of the SCE Facilities.

WHEREAS, subject to the terms and provisions set forth herein, SCE is willing and able to relocate the identified SCE Facilities in order to accommodate the Project.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE APPLICANT AND SCE AS FOLLOWS:

### **AGREEMENT**

### SCOPE OF WORK

This Project will require that certain of SCE's overhead distribution and telecommunication facilities be relocated from their current location to a new overhead location. The Scope of Work for the overhead relocation is as follows: OH relocation of the existing SCE 12 kV and telecommunication facilities per Distribution Design 707883\_0.01 TD1012170 (2 sheets) and Edison Carrier Solutions design 801181074 (1 sheet).

### 2. RELOCATION PLANS

- a. Approved Relocation Plans. In furtherance of the Applicant's request, SCE has prepared certain plans/designs that identify (i) the SCE Facilities that will be impacted by the Project and (ii) the relocation areas for the affected SCE Facilities (the "Relocation Plans"). Copies of the Relocation Plans are attached hereto as Exhibit B. The Applicant expressly acknowledges that (a) it has reviewed and approved the Relocation Plans and (b) the Relocation Plans do not present any conflicts with the Applicant's development plans for the Project, nor do the Relocation Plans conflict with any other non-SCE utilities that are located, or will be located, in the Project Location. It is the Applicant's sole responsibility to ensure that no conflicts exist between the Relocation Plans and the Applicant's development plans or other non-SCE utilities, and to timely inform SCE of the need for any refinements, modifications, or revisions to the Relocation Plans to resolve any such conflicts that may later arise, all in accordance with subsections (b) (d) below.
- b. <u>Refinements to Plans</u>. Depending upon the design status of the Project as of the Effective Date, the Parties acknowledge that refinements and/or adjustments to portions of the Relocation Plans may be required in order to eliminate minor conflicts. In such

instance, SCE shall prepare such refinements to the Relocation Plans as may be necessary in order to address/eliminate said conflicts. The refined Relocation Plans shall be presented to the Applicant for review and approval; SCE shall not commence the Relocation Work (see Section 4, below) unless and until the Applicant has reviewed and approved the refined Relocation Plans. The Applicant shall be responsible for all costs and expenses reasonably incurred by SCE in relation to SCE's refinement of the Relocation Plans.

- c. Revised Plans. In the event that modifications/revisions to the Relocation Plans are required in order to accommodate changes to the Project (including the elimination of conflicts with the Applicant's development plans), to resolve conflicts with other non-SCE utilities within the Project area, or to address other changed circumstances, then SCE shall prepare such modifications/revisions as are necessary to address said changes and shall present same to the Applicant for review and approval. The Applicant shall be responsible for all costs and expenses reasonably incurred by SCE in relation to SCE's preparation of the modifications/revisions to the Relocation Plans.
- d. <u>Potential Project Delays</u>. The Applicant expressly acknowledges that the preparation of refined, modified and/or revised Relocation Plans may cause delays in SCE's performance of the Relocation Work, and that said delays could impact the development schedule for the Project. The Parties agree that SCE shall not have any liability or obligation to the Applicant (or others) in the event that the preparation of refined, modified and/or revised Relocation Plans results in delays in the Project.

### 3. ACQUISITION OF LAND RIGHTS

The Applicant shall be responsible for securing all land rights required by SCE to allow SCE to relocate, construct and permanently operate and maintain the SCE Facilities on the areas depicted in the Relocation Plans (the "Relocation Areas"). The land rights acquired by the Applicant (the "SCE Land Rights") shall be in a form prescribed by SCE (the "SCE Land Rights Form"); SCE shall provide the SCE Land Rights Form to the Applicant.

The SCE Land Rights shall also include permanent rights of ingress/egress that allow SCE to gain reasonable, unimpeded and non-escorted access to and from the Relocation Areas and the SCE Facilities (whether over lands owned by the Applicant or otherwise). In connection with the acquisition of the SCE Land Rights, the Applicant shall be responsible for clearing all encumbrances identified by SCE that could interfere with the Relocation Work and the exercise of the SCE Land Rights on/about the Relocation Areas (including access thereto/therefrom). Unless otherwise agreed (in writing) by SCE, the SCE Land Rights shall be granted directly to SCE. Notwithstanding any provision herein to the contrary, SCE will not begin the Relocation Work unless and until all required SCE Land Rights have been executed, in writing, and presented to and approved by SCE.

### 4. RELOCATION WORK

Following (i) the Parties' confirmation of the finality of the Relocation Plans and (ii) the Applicant's acquisition (and SCE's approval) of the SCE Land Rights, SCE shall cause the SCE Facilities to be removed and relocated to the Relocation Areas in accordance with the Relocation Plans (the "Relocation Work"). SCE shall perform the Relocation Work in accordance with all applicable laws, rules and regulations.

#### 5. COST ALLOCATION

Applicant is exclusively responsible for all costs and expenses associated with SCE's implementation of the Relocation Plans (including, but not limited to, the costs and expenses associated with (i) SCE's preparation of the Relocation Plans (and any revisions thereto and refinements thereof), (ii) SCE's performance of the Relocation Work and (iii) the Applicant's acquisition of the SCE Land Rights). Applicant shall reimburse SCE for all costs and expenses incurred by SCE in accordance with the provisions of Section 6, below.].

### 6. INITIAL COST ESTIMATE, PAYMENT(S) AND RECONCILIATION

a. <u>Initial Cost Estimate</u>. The total estimated cost for the Relocation Work for which the Applicant is responsible is five hundred eighty seven thousand dollars (\$587,000.00) (the "Initial Cost Estimate").

The Initial Cost Estimate includes a 22% Income Tax Component of Contribution ("ITCC"), which is the current 2015 ITCC rate. ITCC rates are variable and subject to change. The Applicant is responsible for payment of any increases in the ITCC that are applicable to the project, and shall reimburse SCE (within 60 days following written demand from SCE) for any ITCC increases calculated or paid by SCE, including any interest, penalties or fees associated therewith.

- b. <u>Payment of Outstanding Balance</u>. Concurrent with the Applicant's execution and delivery of this Agreement, the Applicant shall pay to SCE the Outstanding Balance. The Outstanding Balance shall be delivered to SCE at the address shown in <u>Section 12.b</u>, below, and shall reference the following SCE Project File Number: Project ID #845, TD1012170 & 801181074. Notwithstanding any provision herein to the contrary, the Applicant acknowledges and agrees that SCE will not begin the Relocation Work unless and until SCE has received the Outstanding Balance.
- c. Reconciliation. The Parties acknowledge that the Initial Cost Estimate is valid only for a period of 90 days following the Effective Date, and that the costs associated with SCE's performance of the Relocation Work could increase prior to SCE's completion of the Relocation Work. Upon completion of the Relocation Work (or cancellation of the Project or termination of this Agreement), the Applicant will be responsible for paying the total costs and expenses actually incurred by SCE in relation to implementation of the Relocation Plans. Thus, at the completion of the Relocation Work (or upon cancellation of the Project or termination of this Agreement), SCE will calculate the total actual costs and expenses for which the Applicant is responsible hereunder, and the Applicant will be provided with a final invoice identifying said costs and expenses. The Applicant will be billed or refunded, as applicable, for any difference between the amounts paid by the Applicant hereunder and the actual costs and expenses incurred by SCE. Any amount owed to SCE shall be due no later than 30 days after the Applicant's receipt of the final invoice. Similarly, any amount owed by SCE to the Applicant shall be refunded by SCE to the Applicant within 30 days following SCE's preparation and delivery of the final invoice.

If the Applicant fails to pay the final invoice within 30 days of receipt, the Applicant is responsible for paying to SCE, in addition to the invoiced amount, any and all costs incurred by SCE to collect the past due amount, including but not limited to, collection agency fees and court costs, but excluding attorneys' fees.

### 7. PROJECT SCHEDULING

The Parties acknowledge and agree that completion of the Relocation Work is contingent upon mutually acceptable schedules, available resources, the timely obtaining of permits, licenses,

real property rights, and other documents, outages or other key items and not being delayed by those forces described in <u>Section 8</u>, below. The Parties shall work cooperatively and in good faith to timely meet all mutually-acceptable schedules and to minimize delays; however, the Applicant expressly acknowledges and agrees that SCE offers no guarantees or warranties regarding the completion date for the Relocation Work.

### 8. NO RESPONSIBILITY FOR DELAYS

SCE shall not be responsible or liable to the Applicant (or others) for any delay in its performance hereunder, or for any delays in the Project, due to any reason including, but not limited to: shortage of labor or materials, delivery delays, major equipment breakdown, load management, strikes, labor disturbances, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, sabotage, act of public enemy, earthquake, governmental rule, regulation or order, including orders of judgments of any court or commission, requirement of additional or separate Environmental Impact Reports requested by the California Public Utilities Commission ("CPUC"), delay in receiving a Certificate of Public Convenience and Necessity from the CPUC, delay in obtaining necessary rights of way, act of God, or any cause or conditions beyond the control of SCE or the Applicant. The Applicant expressly waives and releases any and all claims for damages against SCE arising out of any delays in the Project unless due to SCE's sole negligence or willful misconduct.

### 9. <u>COMPLIANCE WITH CEQA AND OTHER ENVIRONMENTAL LAWS</u>

The Applicant, at no cost to SCE, but with SCE's reasonable cooperation, shall comply with the requirements of the California Environmental Quality Act ("CEQA") and other environmental laws, as applicable, and shall prepare any and all Negative Declarations, Mitigated Negative Declarations and/or Environmental Impact Reports which may be required by any agency or entity having jurisdiction over the Project and the Relocation Work. The Applicant expressly acknowledges that SCE is relying upon the Applicant's representations that the Relocation Work is covered by the environmental documentation, clearances and permits issued (or to be issued) in relation to the Project, and that the Applicant is responsible for satisfying all mitigation requirements and conditions attendant to SCE's performance of the Relocation Work. Notwithstanding any provision herein to the contrary, the Applicant acknowledges and agrees that SCE will not begin the Relocation Work unless and until SCE has confirmed that all environmental permits, approvals, certifications and authorizations have been issued in relation to the Project and the Relocation Work.

### 10. COOPERATION BY BOTH PARTIES; TIMELY COMMUNICATION

The Parties shall work cooperatively and in good faith to timely implement their respective duties and obligations set forth herein. To that end, the Parties shall timely communicate with one another regarding the status of the Project, the status of the Relocation Work, and ways that the Parties may work together to facilitate the completion of this Agreement. Notwithstanding any provision herein to the contrary, failure by the Applicant to timely respond to requests for information by SCE shall be considered a default of this Agreement.

### 11. INDEMNIFICATION

The Applicant agrees, for itself, and for its agents, contractors, and employees, to save harmless, defend, and indemnify SCE, its officers, agents, contractors, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of action, expense and/or liability arising from or growing out of loss or damage to property, including SCE's own personal property, or injury to or death of persons, including employees of SCE, resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use of or occupancy of the Project Location by the Applicant, its agents, contractors, and

employees, invitees, successors and assigns, and regardless of whether such claims, losses or damages are caused by SCE's ordinary negligence, but excluding any claims, losses, or damages caused solely by SCE's gross negligence or willful misconduct.

### 12. NOTICES, CORRESPONDENCE, AND PAYMENT ADDRESS

a. <u>Notices and Correspondence</u>. Any notices and correspondence provided for in this Agreement, *other than payments*, to be given by either Party hereto to the other shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follows:

### To SCE:

Miguel Flores Project Manager (Transmission) Southern California Edison 800 West Cienega Blvd San Dimas, CA 91773

To Successor Agency to the Industry Urban-Development Agency:

15625 E Stafford St., Suite 100 City of Industry, CA 91744 Attention: Paul J Phiips

b. <u>Payments</u>: Any payments provided for in this Agreement shall be forwarded to the addresses below.

### To SCE:

Southern California Edison Company P.O. Box 800 Rosemead, California 91771-0001 Attention: Accounts Receivable

To Successor Agency to the Industry Urban-Development Agency:

15625 E Stafford St., Suite 100 City of Industry, CA 91744 Attention: Paul J Philips

#### 13. TERMINATION

a. Applicant's Right to Terminate Agreement. The Applicant shall have the right to terminate this Agreement at any time upon written notice to SCE. If this Agreement is terminated by the Applicant, the Applicant shall be responsible to SCE for all costs and expenses actually incurred by SCE in connection with SCE's preparation of the Relocation Plans, performance of the Relocation Work, and any other actions/activities under this Agreement, notwithstanding the cost allocation provisions in Section 5, above. Additionally, Applicant shall be responsible for any additional costs and expenses incurred by SCE as a result of the termination, including but not limited to, restoring the SCE Facilities to a permanent operational state; all costs for equipment and/or materials; and all costs or expenses related to the cancellation of contracts, purchase orders, or other commitments or agreements entered into up to and including the date of the notice of termination, between SCE and all parties furnishing

labor, materials, and services in connection with this Agreement. SCE shall prepare and deliver to the Applicant an invoice that describes/identifies the costs and expenses thus incurred by SCE. Within 30 days following SCE's delivery of said invoice, the Applicant shall pay to SCE the amounts specified in the invoice.

Termination Due to Applicant's Default. If the Applicant is in default of any of the terms, provisions, conditions, limitations and covenants of this Agreement, SCE may give the Applicant written notice of default ("Default Notice") at the address provided for in Section 12.a, above. If the Applicant does not cure such default within the time specified in the Default Notice, SCE has the right, but not the obligation, to terminate this Agreement upon 30 days written notice to the Applicant (or such lesser time as may be appropriate under the circumstances). Except as otherwise provided, should SCE exercise such right of termination, SCE shall be entitled to payment for all costs and expenses for materials, services, labor, overhead, and any other expenses related to the performance of this Agreement thus incurred by SCE, up to and including the date of termination, notwithstanding the cost allocation provisions in Section 5, above. SCE shall also be entitled to payment for all costs and expenses required to effect the termination of this Agreement, including but not limited to: all costs and expenses pertaining to the restoration of the SCE Facilities to a permanent operational state; all costs for equipment and/or materials; and all costs and expenses related to the cancellation of contracts, purchase orders, commitments or other agreements entered into up to and including the date of the notice of termination, between SCE and all parties furnishing labor, materials, and services in connection with this Agreement. SCE shall prepare and deliver to the Applicant an invoice that describes/identifies the costs and expenses thus incurred by SCE. Within 30 days following SCE's delivery of said invoice, the Applicant shall pay to SCE the amounts specified in the invoice.

#### 14. JURISDICTION OF PUBLIC UTILITIES COMMISSION

This Agreement shall at all times be subject to such changes or modifications as the California Public Utilities Commission may, from time to time, direct in the exercise of its jurisdiction pursuant to the authority conferred upon it by law.

#### 15. AMENDMENTS

The provisions of this Agreement shall not be altered or amended by any representations or promises of any Party unless consented to in a writing executed by all Parties.

#### 16. GOVERNING LAW

This Agreement shall be subject to and construed according to the laws of the State of California.

#### 17. HEADINGS

The captions and headings used in this Agreement are strictly for convenience and are not intended to and shall not affect the Parties' rights and obligations, or the construction or interpretation of this Agreement.

#### 18. THIRD PARTY BENEFICIARIES

Nothing herein is intended to create any third party benefit.

#### 19. NO AGENCY, PARTNERSHIP OR JOINT VENTURE

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by and between the Parties hereto.

#### 20. WAIVER

No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by any Party of any provision under this Agreement shall be effective unless in writing and signed by such Party, and no waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

#### 21. DUPLICATE ORIGINALS AND ELECTRONIC SIGNATURES

This Agreement may be executed in duplicate originals, each of which, when so executed and delivered, shall be an original but such counterparts shall together constitute one instrument and agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (*i.e.*, PDF) or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. This Agreement may be executed by SCE by way of an electronic signature, in which case, said electronic signature shall have the same force and effect as a written signature.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

DATED:

DATED:

Successor Agency to the Industry Urban Development Agency,
a(n)

Paul J Philips
Executive Director

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation

BY:

Miguel Flores
Project Manager

IN WITNESS WHEREOF, this Agreement and each and every term herein is agreed to by and

EXHIBIT A

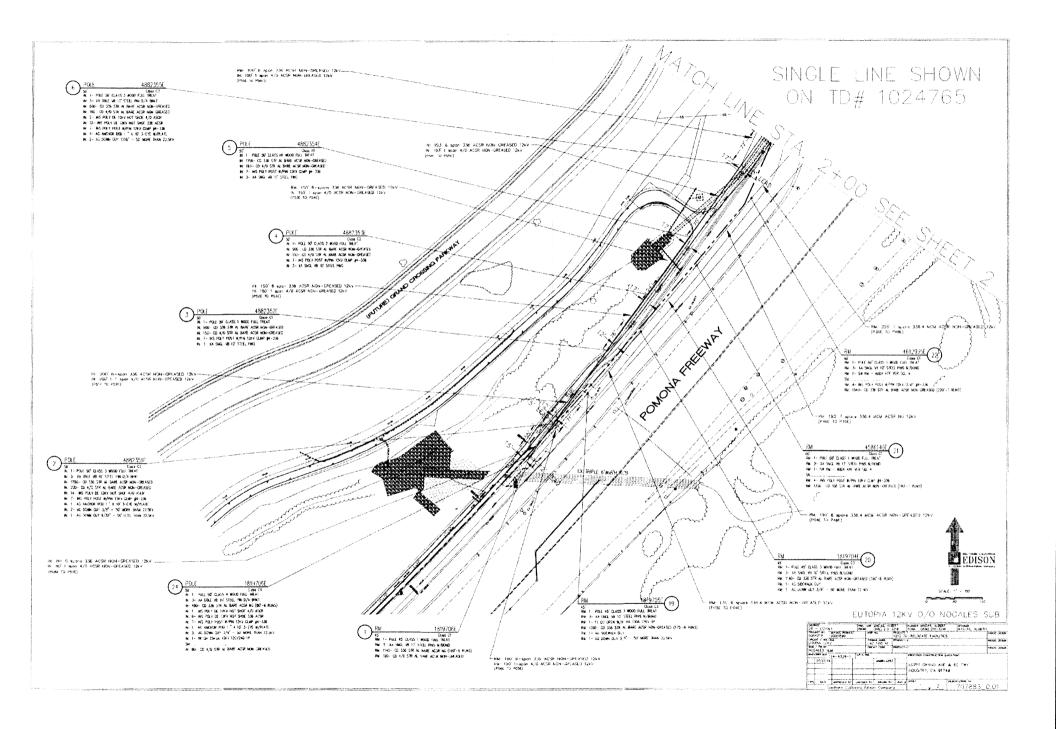
Description of the Project Location

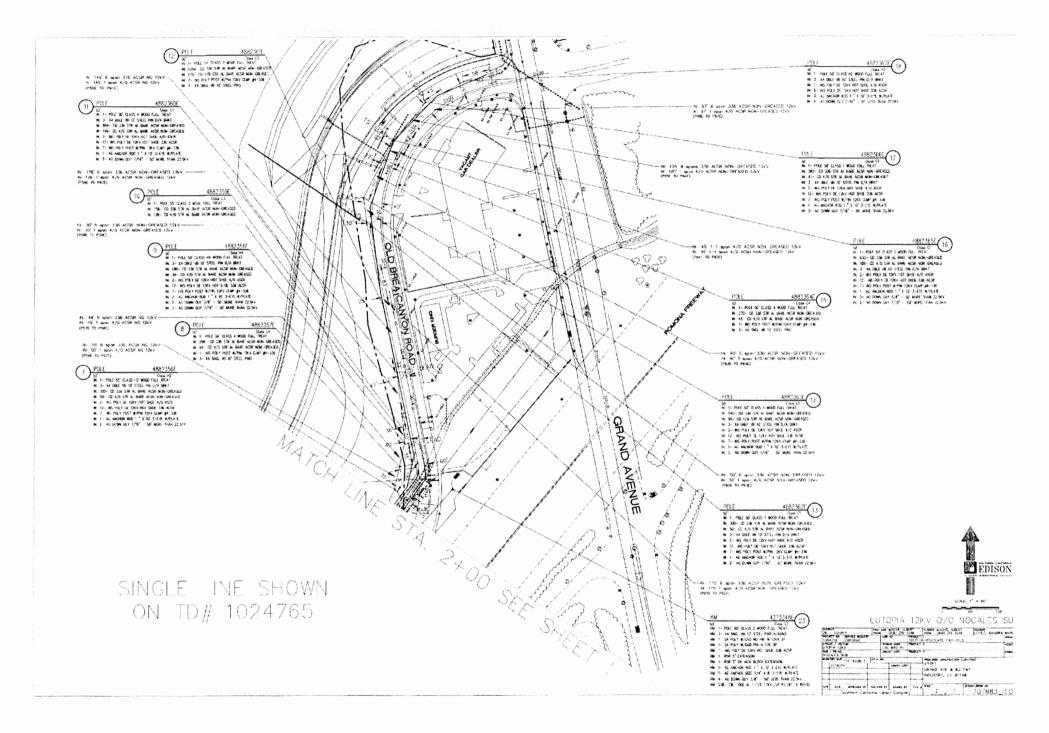


## **EXHIBIT B**

## APPROVED RELOCATION PLANS

Distribution Design 707883\_0.01 (2 sheets) and Edison Carrier Solutions Design 801181074 (1 sheet)





SUCCESSOR AGENCY

ITEM NO. 5.7



## **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, Executive Director

Staff: Clement N. Calvillo, CNC Engineering

Joshua Nelson, CNC Engineering

Date: September 14, 2015

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

At the direction of the Successor Agency staff, CNC Engineering has assembled the plans and specifications for the above project. This project was advertised on July 23, 2015 as Contract No. IBC-0381, per the prior approval of the Successor Agency Board.

This project is one of several independent contracts that together comprise Line Item No. 217 as listed on the Recognized Obligation Payment Schedule. The Total Outstanding Debt or Obligation for Line Item No. 217 is \$58,675,996.00. This line item is described as The Mass Grading, Infrastructure and Landscaping for the 600 acre property, known as the Industry Business Center. The payee was listed as "Contractor-by public bidding" as one has yet to be selected.

Staff's original goal was to have this project bid and awarded in time for the Contractor to be listed in ROPS 15-16B. However, due to a bid discrepancy we are recommending that the board reject all bids and authorize rebidding of the project.

This phase of construction will finish the remedial grading that needs to be performed at the southwesterly area of the development, on the property located westerly of Grand Avenue. This contract will remove deep sections of unstable native soil (existing and potential landslide areas) and then place and compact the soil material within the same area, creating an "engineered fill". This type of engineered fill is called a buttress. This buttress was first started in 2005 with the Area C Slope Stabilization project and was continued with the Far West Grading project that is under construction currently. The final piece that is included with this project had to wait until Southern California Edison removed their large towers which we expect to be complete by early next year. The

volume of material that will be removed to reach the bottom of the buttress is roughly 350,000 cubic yards.

This project also includes the rest of the grading along the west side of Grand Avenue. The grading will also create the final slopes going up to the development pad. In these areas we will be constructing bench drains, down drains and the final storm drains. The project also includes improvements such as a small amount of paving, fencing, access gates and the installation of erosion control measures to deal with sediment in runoff during storm events. The total amount of dirt to move for the final pads is approximately 8,000,000 cubic yards.

The updated estimated cost for this project is \$27,400,000.00. This project is listed on the Recognized Obligation Payment Schedule (ROPS), line item no. 217.

Nineteen (19) contractors obtained plans and specifications for bidding:

All American Asphalt iSqFt, Inc.

Altfillisch Contractor, Inc. Mike Bubalo Construction

CA Rasmussen OHL USA, Inc. Chino Grading **Papich Construction** 

Shimmick Construction, Inc. CMD

**Excel Paving Sukut Construction** 

Ford Construction Sully-Miller Ford Engineering **USS Cal Builders** 

Griffith Company Wood Bros, Inc. Heartland Grading

Of the nineteen (19) planholders, five (5) contractors submitted bids, which were received on September 10, 2015 at 2:00 p.m. The bids ranged from \$27,394,476.00 to \$34,160,081.25. The bids were reviewed as was noted previously, a bid discrepancy was found.

Therefore, in the best interest of the Successor Agency, it is hereby recommended that the Successor Agency Board reject all bids and authorize rebidding the project as IBC-0381R.

PP/CC/JN/:af

# **ESTIMATE FOR:**

# SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

PROJECT NO. 381

# INDUSTRY BUSINESS CENTER PHASE 2 MASS GRADING, WEST SIDE

CONTRACT NO. IBC-0381R

ENGINEER'S ESTIMATE: \$27,400,000.00

COST ESTIMATE SHEET 255 N. Hacienda Blvd., Suite 222

Industry, CA 91744 Tel: (626) 333-0336 Fax: (626) 369-4306

DATE PREPARED:	JOB NO.:	
STATE THE THE STATE STAT	000 110	
7/45/0045	LDO 0004D	
7/15/2015	IBC-0381R	
ENGINEER/ DESIGNER:	ESTIMATOR:	CHECKED BY:
ENGINEER/ DESIGNER.	ESTIVIATOR.	CHECKED B1.
J. Nelson	J. Nelson	J. Nelson
J. Neison	J. 146/30/1	J. Nelson

PROJECT NAME: Industry Business Center Phase 2 Mass Grading, West Side

SCOPE OF WORK/PROJECT DESCRIPTION: Removal of unstable soild and replace it with engineered compacted

fill; mass grading consisting of unclassified excavation and unclassified fill; slope drainage systems consisting

of bench drains, down drains and inlet structures; construction of curbs, gutters, pavement and construction

01 51011	n drain systems.	QUAN	FITY	Т	
ITEM	DECORIDION OF ITEM	NO. UNITS	UNIT	LINUT DDIOE	TOTAL 000T
NO.	DESCRIPTION OF ITEM	UNITS	MEAS.	UNIT PRICE	TOTAL COST
	ULE A - GENERAL CIVIL WORK AND EARTHWORK	1 1			
1.	Mobilization		LS	\$2,380,000.00	\$2,380,000.00
2.	Clearing & grubbing	110	ACRES	\$1,360.00	\$149,600.00
3.	Remove asphalt pavement by cold milling and place along access roads	32,900	SF	\$0.20	\$6,580.00
4.	Remove chain link fence and salvage for owner	720	LF	\$4.00	\$2,880.00
5.	Remove concrete curb and gutter	890	LF	\$2.50	\$2,225.00
6.	Remove storm drains				
A.	18" CMP	2,000	LF	\$5.50	\$11,000.00
B.	24" CMP	3,700	LF	\$6.00	\$22,200.00
C.	36" CMP	260	LF	\$11.00	\$2,860.00
D.	18" HDPE	160	LF	\$18.00	\$2,880.00
E.	36" RCP	50	LF	\$42.00	\$2,100.00
7.	Remove splash wall	3	EA	790.00	\$2,370.00
8.	Remove debris basin structure	2.0	EA	\$900.00	\$1,800.00
9.	Remove concrete slope protection from debris basin	2,160	SF	\$1.25	\$2,700.00
10.	Remove flared inlet/outlet	9	EA	\$620.00	\$5,580.00
11.	Remove outlet/inlet structure	14	EA	\$540.00	\$7,560.00
12.	Remove CMP riser inlet	11	EA	\$430.00	\$4,730.00
13.	Remove concrete down drain	150	LF	\$61.00	\$9,150.00
14.	Unclassified excavation for buttress including placement of this material as unclassified compacted fill		CY	\$1.50	\$519,750.00
15.	Remove concrete gutter	3,510	LF	\$3.00	\$10,530.00
16.	Over excavation and recompaction for general areas and building areas – outside of buttress grading limits	2,400,000	CY	\$1.41	\$3,384,000.00
17.			CY	\$1.50	\$8,721,000.00
18.	Geogrid material, Tensar BX1100	1	LS	\$10,000.00	\$10,000.00
19.	6" solid pipe subdrain	2,542	LF	\$11.00	\$27,962.00
20.	Bore 6" solid pipe subdrain	973	LF	\$35.00	\$34,055.00

COST ESTIMATE SHEET 255 N. Hacienda Blvd., Suite 222 Industry, CA 91744 Tel: (626) 333-0336

Fax: (626) 369-4306

DATE PREPARED:	JOB NO.:	
7/15/2015	IBC-0381R	
ENGINEER/ DESIGNER:	ESTIMATOR:	CHECKED BY:
J. Nelson	J. Nelson	J. Nelson

PROJECT NAME: Industry Business Center Phase 2 Mass Grading, West Side

SCOPE OF WORK/PROJECT DESCRIPTION: Removal of unstable soild and replace it with engineered compacted

fill; mass grading consisting of unclassified excavation and unclassified fill; slope drainage systems consisting

of bench drains, down drains and inlet structures; construction of curbs, gutters, pavement and construction

of stor	m drain systems.				
		QUAN			
ITEM		NO.	UNIT		
NO.	DESCRIPTION OF ITEM	UNITS	MEAS.	UNIT PRICE	TOTAL COST
21.	4" perforated pipe subdrain	2,255	LF	\$15.00	\$33,825.00
22.	Finish grading				
Α.	Permanent terraced slopes	47	ACRES	\$5,400.00	\$253,800.00
B.	Site, roadways, pads, less the permanent terraced slopes	158	ACRES	\$4,500.00	\$711,000.00
23.	Construct terrace drain - 23' wide per Detail "8" on Details Sheet D1 including AC, PCC pavement & CAB	5,067	LF	\$85.00	\$430,695.00
24.	Break unforeseen 36" or larger rock using CAT-350 excavator with breaker or equivalent	15	DAY	\$3,600.00	\$54,000.00
25.	Construct downdrain per detail "2" of Details Sheet D1	3,174	LF	\$42.00	\$133,308.00
26.	Construct terrace drain - 10' wide per Detail "3" on Details Sheet D1	24,742	LF	\$35.00	\$865,970.00
27.	Construct splash wall	60	LF	\$26.00	\$1,560.00
28.	Construct concrete V-gutter Type A	790	LF	\$21.00	\$16,590.00
29.	Construct concrete V-gutter Type B	2,680	LF	\$25.00	\$67,000.00
30.	Construct area drain inlet	28	EA	\$3,200.00	\$89,600.00
31.	Construct 12 gauge, 18" corrugated metal pipe (CMP) including anchors, joints and fittings	2,293	LF	\$80.00	\$183,440.00
32.	Construct 12 gauge, 24" corrugated metal pipe (CMP) including anchors, joints and fittings	859	LF	\$90.00	\$77,310.00
33.	Construct 12 gauge, 36" corrugated metal pipe (CMP) including anchors, joints and fittings	1,968	LF	\$110.00	\$216,480.00
34.	Construct 24" RCP (2000d)	335	LF	\$120.00	\$40,200.00
35.	Construct 54" RCP (D-load per plan)	198	LF	\$530.00	\$104,940.00
36.	Construct 54" x 42" velocity control rings	7	EA	\$3,800.00	\$26,600.00
37.	Construct pipe anchors for 54" RCP per APWA Standard Plan 221-2	9	EA	\$1,700.00	\$15,300.00
38.	Junction Structure – per APWA Standard Plan 332-2 (18"x24")	4	EA	\$2,400.00	\$9,600.00
39.	Junction Structure – per APWA Standard Plan 332-2 (18"x48")	6	EA	\$2,400.00	\$14,400.00
40.	Junction Structure – per APWA Standard Plan 332-2 (24"x36")	1	EA	\$2,400.00	\$2,400.00
41.	Junction Structure – per APWA Standard Plan 332-2 (18"x36")	2	EA	\$2,400.00	\$4,800.00
42.	Junction Structure – per APWA Standard Plan 332-2 (18"x18")	2	EA	\$2,400.00	\$4,800.00
43.	Junction Structure – per APWA Standard Plan 332-2 (36"x48")	1	EA	\$2,400.00	\$2,400.00

COST ESTIMATE SHEET 255 N. Hacienda Blvd., Suite 222 Industry, CA 91744

Tel: (626) 333-0336 Fax: (626) 369-4306

DATE PREPARED:	JOB NO.:	
7/15/2015	IBC-0381R	
ENGINEER/ DESIGNER:	ESTIMATOR:	CHECKED BY:
J. Nelson	J. Nelson	J. Nelson

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		QUAN	TITY		
ITEM		NO.	UNIT		
NO.	DESCRIPTION OF ITEM	UNITS	MEAS.	UNIT PRICE	TOTAL COST
44.	Junction Structure – per APWA Standard Plan 332-2 (24"x24")	1	EA	\$2,400.00	\$2,400.00
45.	Junction Structure – per APWA Standard Plan 332-2 (18"x60")	5	EA	\$2,400.00	\$12,000.00
46.	Junction Structure – per APWA Standard Plan 332-2 (18"x72")	1	EA	\$2,400.00	\$2,400.00
47.	Junction Structure – per APWA Standard Plan 331-3 (36"x36")	1	EA	\$4,100.00	\$4,100.00
48.	Junction Structure – per APWA Standard Plan 331-3 (36"x72")	1	EA	\$4,100.00	\$4,100.00
49.	Junction Structure – per APWA Standard Plan 331-3 (24"x72")	2	EA	\$4,100.00	\$8,200.00
50.	Junction Structure – per APWA Standard Plan 331-3 (36"x48")	2	EA	\$4,100.00	\$8,200.00
51.	Junction Structure – per APWA Standard Plan 331-3 (36"x60")	3	EA	\$4,100.00	\$12,300.00
52.	Junction Structure – per APWA Standard Plan 331-3 (18"x18")	1	EA	\$4,100.00	\$4,100.00
53.	Construct driveway per City of Industry Standard Plan 114 including base material	224	SF	\$14.00	\$3,136.00
54.	Construct chain link fence per APWA Standard Plan 600-3 including gates	1,796	LF	\$35.00	\$62,860.00
55.	Construct 24" concrete collar per APWA Standard Plan 380-4	6	EA	\$2,400.00	\$14,400.00
56.	Construct 54" concrete collar per APWA Standard Plan 380-4	2	EA	\$2,700.00	\$5,400.00
57.	Construct downdrain connection to 10' terrace drain per Detail "1" on Details Sheet D1 including splash wall	66	EA	\$580.00	\$38,280.00
58.	Construct downdrain connection to 10' Terrace drain per Detail "11" on Details Sheet D2	7	EA	\$7,700.00	\$53,900.00
59.			EA	\$7,800.00	\$62,400.00
60.	Construct downdrain inlet per Detail "13" on Details Sheet D2	6	EA	\$9,000.00	\$54,000.00
61.	Construct asphalt concrete pavement	1,312	TONS	\$75.00	\$98,400.00
62.	Construct crushed aggregate base material (or Caltrans Class II aggregate base per special provisions)	2,937	TONS	\$20.00	\$58,740.00
63.	Connection downdrain connection to v-gutter connection per Detail "10" on Details Sheet D2, including splash wall	4	EA	\$330.00	\$1,320.00

COST ESTIMATE SHEET 255 N. Hacienda Blvd., Suite 222 Industry, CA 91744 Tel: (626) 333-0336

Fax: (626) 369-4306

DATE PREPARED:	JOB NO.:	
7/15/2015	IBC-0381R	
ENGINEER/ DESIGNER:	ESTIMATOR:	CHECKED BY:
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SCOPE OF WORK/PROJECT DESCRIPTION: Removal of unstable soild and replace it with engineered compacted

fill; mass grading consisting of unclassified excavation and unclassified fill; slope drainage systems consisting

of bench drains, down drains and inlet structures; construction of curbs, gutters, pavement and construction

of Stor	m drain systems.				
		QUAN			
ITEM		NO.	UNIT		
NO.	DESCRIPTION OF ITEM	UNITS 2,660	MEAS.	UNIT PRICE	TOTAL COST
64.	Construct curb per City of Industry Standard Plan 112, Type A1, 6" or 0" CF where shown including base material		LF	\$11.00	\$29,260.00
65.	60" CMP inlet per Detail 9	14	EA	\$9,800.00	\$137,200.00
66.	Construct transition structure per APWA Standard Plan 340-2	2	EA	\$4,200.00	\$8,400.00
67.	Brick mortar water tight plug	5	EA	\$1,600.00	\$8,000.00
68.	Headwall per FHWA Standard Plan 601-4	1	EA	\$8,100.00	\$8,100.00
69.	Construct 18" CSP flared inlet per APWA Standard Plan 351-2	2	EA	\$1,100.00	\$2,200.00
70.	Load, haul, spread and compact AC grindings onto the equipment/access roads from on-site stockpile	7,500	CY	\$4.00	\$30,000.00
71.	Construct 24" CSP flared inlet per APWA Standard Plan 351-2	1	EA	\$1,200.00	\$1,200.00
72. Storm Water Pollution Prevention Plan, including but not limited to implementation, sampling/testing, and BMPs not included in other bid items		1	LS	\$400,000.00	\$400,000.00
73.			ACRE	\$1,830.00	\$274,500.00
74.	Remove, salvage and stockpile AC grindings from existing equipment road	7,500	CY	\$3.50	\$26,250.00
75.	Settlement monuments per soils reports	10	EA	\$550.00	\$5,500.00
76.	Construct concrete flared end section per Caltrans Standard Plan D94B	1	EA	\$15,200.00	\$15,200.00
			Sch	edule A - Subtotal	\$20,139,976.00
SCHE	DULE B - STORM DRAIN (PBLA DRAWINGS)				
1.	18" RCP, 2000-D	1,983	LF	\$70.00	\$138,810.00
2.	24" RCP, 1250-D	182	LF	\$80.00	\$14,560.00
3.	36" RCP, 2750-D	1,457	LF	\$130.00	\$189,410.00
4.	48" RCP, 1400-D	2,856	LF	\$190.00	\$542,640.00
5.	60" RCP, 1900-D	2,509	LF	\$300.00	\$752,700.00
6.	72" RCP, 2350-D	1,779	LF	\$420.00	\$747,180.00
7.	Manhole per APWA Standard Plan 321-2	2	EA	\$4,900.00	\$9,800.00
8.	Manhole per APWA Standard Plan 320-2	21	EA	\$8,200.00	\$172,200.00
9.	Manhole per APWA Standard Plan 322-2	1	EA	\$8,900.00	\$8,900.00

#### **CNC ENGINEERING** COST ESTIMATE SHEET 7/15/2015 IBC-0381R CHECKED BY: ENGINEER/ DESIGNER: ESTIMATOR: 255 N. Hacienda Blvd., Suite 222 Industry, CA 91744 J. Nelson J. Nelson J. Nelson Tel: (626) 333-0336 Fax: (626) 369-4306 PROJECT NAME: Industry Business Center Phase 2 Mass Grading, West Side SCOPE OF WORK/PROJECT DESCRIPTION: Removal of unstable soild and replace it with engineered compacted fill; mass grading consisting of unclassified excavation and unclassified fill; slope drainage systems consisting of bench drains, down drains and inlet structures; construction of curbs, gutters, pavement and construction of storm drain systems. **QUANTITY** UNIT ITEM NO. UNITS MEAS. NO. **DESCRIPTION OF ITEM UNIT PRICE** TOTAL COST 10. Junction structure - per APWA Standard Plan 332-2 4 EΑ \$3,000.00 \$12,000.00 Junction structure - per APWA Standard Plan 332-2 4 EΑ \$3,000.00 \$12,000.00 (48"X18") 2 EΑ \$6,000.00 \$12,000.00 Junction structure – per APWA Standard Plan 332-2 Concrete collar (18") per APWA Standard Plan 380-4 7 EA \$2,100.00 \$14,700.00 13. LS \$2,000.00 \$2,000.00 14. Concrete brick and mortar plug 1 \$1,000.00 EΑ \$1,000.00 15. Flared end section (18" Pipe) Type B per Caltrans 1 Standard Plan D94A \$9,600,00 Concrete pipe slope anchor (18" Pipe) per APWA \$1,600.00 6 EΑ 16. Standard Plan 221-2 \$124,000.00 Energy dissipator per APWA Standard Plan 384-3 on EΑ \$124,000.00 17. 1 Sheet 3, L=27, W=22 18. Energy dissipator per APWA Standard Plan 384-3 on 1 EΑ \$61,000.00 \$61,000.00 Sheet 12, L=20, W=12 Schedule B - Subtotal \$2,824,500.00 SCHEDULE C - COST TO DEFER THE START OF CONSTRUCTION МО \$5,000.00 \$30,000.00 Monthly cost to defer the start of construction beyond 6 January 4, 2016 Schedule C - Subtotal \$30,000.00 TOTAL \$22,994,476.00 **ENGINEER'S ESTIMATE** \$23,000,000.00 CONTINGENCY FOR UNFORSEEN CONDITONS \$4,400,000.00 **GRAND TOTAL** \$27,400,000.00

DATE PREPARED:

JOB NO.:

#### NOTICE INVITING SEALED BIDS FOR:

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

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

CONTRACT NO. IBC-0381R

The SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, hereinafter referred to as the AGENCY, will receive sealed bids for the construction of the above project until 10:00 A.M. on October 27, 2015, in the City Administrative Office, located at 15625 East Stafford Street in the City of Industry, California 91744. All bids will be opened and read in public immediately thereafter.

If a sealed bid is to be mailed, it must be mailed to the City Administrative Office, Post Office Box 3366, City of Industry, California 91744.

It is the responsibility of the bidder to be sure the sealed bid is in the possession of the City Clerk, City of Industry, prior to the date and time indicated.

At the time of submission of the bid and thereafter, each bidder must be licensed as a Class A General Engineering, or Class C-12 Earthwork and Paving with appropriate subcontractors as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **AGENCY** reserves the right to award the contract to the contractor with another license class if the **AGENCY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. *Please note:* It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

(Continued)

<u>The Scope of Work is as follows</u>: Mass grading of 250 acres of hillside area, east of Grand Avenue, north of the Pomona Freeway, removing large amounts of uncompacted soil and placing it as engineering fill. The project also includes storm drains, bench drains, down drains and asphalt pavement

Plans and Specifications are available for inspection at the City Administrative Offices, and may be obtained with bid forms at the City Engineering Offices located at 255 North Hacienda Blvd., Suite 222, City of Industry, California 91744.

Two pre-bid job walks will be conducted by the Engineer at the job site on Wednesday, October 7, 2015 and Wednesday, October 14, 2015, both at 11:00 am. Attendees will meet at an undeveloped pad at the southwesterly corner of Grand Avenue and Baker Parkway. Please be advised that the job walk will involve driving your vehicle along access roads that are unpaved and sometimes have an uneven surface. All bidders are urged to attend, however if you are unable to attend, the bidder may make other arrangements by contacting CNC Engineering, (626) 333-0336, to see the site. It is not mandatory to attend the job walk, however the Contractor needs to see the site and is required to certify that someone from their firm examined the site, per the statement at the end of the Bid Schedule, in Section C.

There is a non-refundable fee of \$60.00 for each set of plans and specifications. No cash will be accepted. Checks should be made payable to the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY.

(Continued)

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

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

CONTRACT NO. IBC-0381R

Each bid shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY dated September 24, 2015.

Mark Rad	decki, Chairmar	1

#### SECTION A

### NOTICE INVITING SEALED BIDS FOR:

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

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

#### CONTRACT NO.IBC-0381R

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If a sealed bid is to be mailed it must be mailed to the City Administrative Office, P.O. Box 3366, City of Industry, CA 91744.

It is the responsibility of the bidder to be sure the sealed bid is in the possession of the City Clerk, City of Industry, prior to the date and time indicated.

At the time of submission of the bid and thereafter, each bidder must be licensed as a Class A General Engineering, or Class C-12 Earthwork and Paving with appropriate subcontractors as defined in 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **AGENCY** reserves the right to award the contract to the contractor with another license class if the **AGENCY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

<u>The scope of work is as follows</u>: Mass grading of 250 acres of hillside area, east of Grand Avenue, north of the Pomona Freeway, removing large amounts of uncompacted soil and placing it as engineering fill. The project also includes storm drains, bench drains, down drains and asphalt pavement

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There is a non-refundable fee of \$60.00 for each set of plans and specifications. No cash will be accepted. Checks should be made payable to the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY.

The bid shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the AGENCY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited

The AGENCY may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the AGENCY awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the AGENCY to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to execution of contract. The above bonds shall be secured by a surety company satisfactory to the AGENCY, and licensed as a Surety Insurer in the State of California

and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

### CONTRACTOR

#### LIABILITY INSURANCE

Contractor shall obtain and maintain at all times during the term of this agreement Comprehensive General Liability insurance protecting Contractor in amounts not less than \$1,000,000.00 and Automobile Liability Insurance protecting Contractor in amounts not less than \$1,000,000.00. If an umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. Such insurance shall name CNC Engineering; City of Industry; Successor Agency to the Industry Urban-Development Agency; Civic-Recreational-Industrial Authority DBA Industry Hills Recreation and Conference Center; Majestic Industry Hills, LLC; Parking Authority of the City of Industry; City of Industry Waterworks System; Industry Hills Recreation and Conference Center; and their Officers, Employees, Elected Officials and Members of Boards or Commissions as additional insured parties. Coverage shall be in accordance with the sample certificates and endorsements attached hereto and must include the coverage and provisions indicated.

Contractors using the new I.S.O. form of coverage shall include Endorsement #CG25031185, which provides limits for each separate project that is being undertaken by said contractor.

Contractor shall file and maintain the required certificate(s) of insurance with the Lessor to this agreement at all times during the term of this agreement. The certificate(s) is to be filed prior to the commencement of the work or event and should state clearly:

- (1) The additional insured requested.
- (2) A minimum of ten (10) days prior written notice of cancellation for non-payment of premium and a minimum of thirty (30) days notice of cancellation for any other reason.
- (3) That the insurance is primary to that of the Additional insured.
- (4) Included coverage.
- (5) Cross-Liability Clause.

#### WORKER'S COMPENSATION INSURANCE

Contractor shall obtain and maintain at all times during the term of this agreement Worker's Compensation and Employer's Liability insurance and furnish the Additional Insured with a certificate showing proof of such coverage. Insurance company must waive subrogation rights against the above-named additional insureds. An endorsement to that effect must accompany the certificate of coverage.

#### **INSURANCE COMPANIES**

Insurance companies must be admitted in California and rated at least B+:XIII in *Best's Insurance Guide*. Non-admitted insurance companies will be considered if they are rated at least A:XIII or better and have a ratio of 3:1 for premium to policy holder surplus or lower in the latest *Best's Insurance Guide*.

Furnish additional insured with an endorsement waiving subrogation against them by the insurance carrier.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the AGENCY shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 10 days in advance of the effective date of cancellation due to non-payment of premium and not less than 30 days in advance of the effective date of cancellation for any other reason or for a policy change.

Notification for all above insurance items shall be submitted to: City of Industry Engineering Offices, 255 North Hacienda Blvd., Suite 222, City of Industry, CA 91744, Attention: Rachel Gonzalez. Failure to provide the AGENCY with written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the AGENCY, upon which the AGENCY may suspend or terminate the Contract.

#### **EXPERIENCE AND SAFETY**

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience and safety record.

#### PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the contractor is required to pay not less than the general prevailing rate of wages for each craft, classification, or type of workman needed in the execution of the public work under the jurisdiction of the AGENCY. The general prevailing wages shall be these determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable determination by the AGENCY are on file in the office of the AGENCY and are hereby incorporated and made a part hereof the same as though fully set forth herein. Copies of the applicable determination may be obtained at the office of the AGENCY.

#### CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. 

Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

#### LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

#### AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

#### SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The bonds must also be acknowledged by a Notary Public to the effect that the signature by the surety's representative is that of the person designated in the Power of Attorney.

By the order of the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY dated September 24, 2015.

Mark Radecki,	Chairman	

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

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

#### GENERAL NOTES:

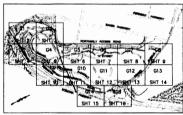
- ALL BORK SHALL BE DONE IN ACCOMMANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION WITH ALL CURRENT SUPPLEMENTS PUBLISHED BY THE BULLDING KERS INC., AND APPROPRIATE STANDARD DIAMNES, EXCEPT AS OTHERWISE WOTED ON THE PILAN OR IN THE PROJECT SPECIFICATIONS.

- 5. EXISTING CONCRETE AND ASPHALT CONCRETE TO BE REMOVED SHALL BE DONE BY SAN CUITING FIRL DEPTH TO A TRUE LINE.
- 48 HOURS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (800) 422—4133 AND OBTAIN AN INCURTY IDENTIFICATION
- ACTUAL LOCATION AND EXISTENCE OF UTILITY STRUCTURES, SUCH AS VALVES, MANHOLES, AND LINES SHALL BE FIELD VERHIED BY THE CONTRACTOR.
- 9. PERMANENT CUT AND FILL SLOPES SHALL NOT EXCEED A SLOPE OF TWO HORIZONTAL TO CHE VERTICAL.
- 11. A COPY OF ALL GRADE SHEETS SHALL BE MAINTAINED AT THE JOB SITE FOR THE CITY DAYNERS OF DELICITY
- 14. THE CONTRACTOR SHALL KEEP ALL ADJACENT STREETS AND HAIL ROUTES CLEAR OF DRIT AND DEBRIS ORIGINATING FROM THE CONSTRUCTION SITE OR RESULTING FROM
- 16. THE CONTRACTOR SHALL SECURE ALL NECESSARY EXCAVATION AND CONSTRUCTION PERMITS FROM THE CITY OF MOUSTRY FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-1807 AND ASSOCIATED CASSIGNITS.
- 17. SEPARAIT PLANS FOR ITUPORARY DRAINAGE AND EROSON CONTROL MEASURES TO BE USED DUMPO THE RARY SEASON MUST BE SUBMITTED TO AND ACCEPTED BY THE CITY OF INDUSTRY, THE EROSON CONTROL DEVICES SHOWN ON SAID PLANS MUST BE MAINTAINED IN OPERABLE CONCITION.
- 18. ANY MODIFICATIONS OF OR CHANGES TO THIS PLAN MUST BE APPROVED BY THE CITY ENGINEER PRIOR TO THE INSTITUTION OF SAID MODIFICATIONS OR CHANGES.



VICINITY MAP

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THOMAS GLIDE \$38-17
HOMAS GLIDE \$38-17
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GRADING PLAN INDEX MAP

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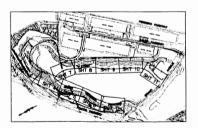
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REMEDIAL GRADING INDEX MAP

STORM DRAIN INDEX MAP





WATER POLLUTION CONTROL PLANS

### CITY OF INDUSTRY

P.D. Box 3365, City of Industry, Colifornia 91744 Administrative Offices: 15651 E. Stafford Street (626) 333-2211

Property by	
<b>ACNC</b>	H. Haclando Bhd., Str. 222 City of Industry, Co. 81744 France (628) 333–0336 Fox (628) 338–7076
JOSHUA L NELSON, R.C.E	C66959 DATE

#### 17 OF 40 12 OF 19 18 OF 40 13 OF 19 GRADING PLAN GIZ 19 OF 40 14 OF 19 20 OF 40 15 OF 19 21 OF 40 16 OF 19 GRADING PLAN GI. 22 OF 40 17 OF 19 DETAL SHEET DI 28 OF 40 2 OF 12 MOEX OF SHEETS 27 OF 40 3 OF 12 STORM DRAW PLAN LINE "8

TABLE OF DRAWINGS

GENERAL INFORMATION PROJECT TITLE SHEET, MOINTY MAP, DRAWING INDEX MAP GENERAL NOTES, TABLE OF DRAWINGS, HOTICE TO CONTRAC REMEDIAL GRADING

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J OF 4 BUTTRESS SUBORAN PLAN GRADING TITLE SHEET

7 OF 40 2 OF 19 GRADING PLAN GI 8 OF 40 3 OF 13 GRADING PLAN G2 9 OF 40 4 OF 19 GRADING PLAN G3

DESCRIPTION

CONTRACT SHEET NO.

10 OF 40 5 OF 19 11 OF 40 8 OF 18 GRADING PLAN GS

12 OF 40 7 OF 19

14 OF 40 9 OF 19 15 OF 40 10 OF 19 16 OF 40 11 OF 18

STORY DRAW PLAN LINE "#-2" 34 OF 40 10 OF 12 STORM DRAW PLAN LINE "W-2"
35 OF 40 11 OF 12 STORM DRAW PLAN LINE "W-3" 36 OF 40 12 OF 12 STORM DRAW PLAN LINE "N-4 ## WATER POLLUTION CONTROL PLAN
37 0° 40 | 1 0° 4 | MARER POLLUTION CONTROL PLAN
38 0° 40 | 2 0° 4 | MARER POLLUTION CONTROL PLAN SHEET 1
38 0° 40 | 3 0° 4 | MARER POLLUTION CONTROL PLAN SHEET 3
60 0° 40 | 4 0° 4 | MARER POLLUTION CONTROL PLAN SHEET 3

STORY DRAW PLAN LINE "M-1"

30 OF 40 6 OF 12 STORN DRAIN PLAN LINE "#-1"

31 OF 40 7 OF 12 STORM DRAIN PLAN LINE "#-2"

# SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

ONN D. BALLAS, R.C.E. 31311, AGRICY ENGINEER
INDUSTRY BUSINESS CENTER
PHASE 2 MASS GRADING, WEST SIDE

PROJECT TITLE SHEET VICINITY MAP, DRAWING INDEX MAPS, GENERAL NOTES. TABLE OF DRAWINGS, NOTICE TO CONTRACTOR

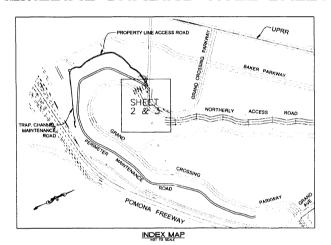
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#### NOTICE TO CONTRACTOR

APPROVAL OF THIS PLAN BY THE CITY ENGINEER DOES NOT CONSTITUTE A
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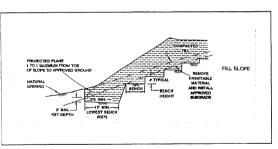
## SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOMENT AGENCY IMPROVEMENT PROJECT NO. 381

## INDUSTRY BUSINESS CENTER PHASE 2 MASS GRADING CONTRACT NO. IBC-0381 REMEDIAL GRADING TITLE SHEET

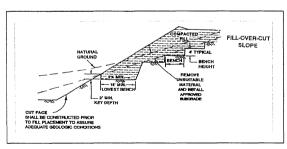


#### TABLE OF DRAWINGS

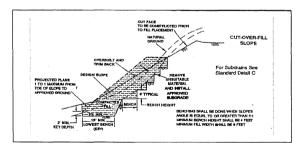
CONTRACT DWG. NO.	SHEET NO.	DESCRIPTION
XX OF XX	1 0F X	TITLE SHEET, INDEX MAP, TABLE OF DRAWNGS, LEGEND, SECTIONS
XX OF XX	2 OF X	BUTTRESS EXCAVATION PLAN
XX OF XX	3 0F X	BUTTRESS SUBORAIN PLAN
XX OF XX	4 OF X	CROSS-SECTIONS OF SUBDRAINS



KEYING AND BENCHING - FILL SLOPE DETAIL



KEYING AND BENCHING-FILL OVER CUT SLOPE



KEYING AND BENCHING-CUT OVER FILL SLOPE



NO.	DATE	REVISONS	CK. 81
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CITY OF INDUSTRY

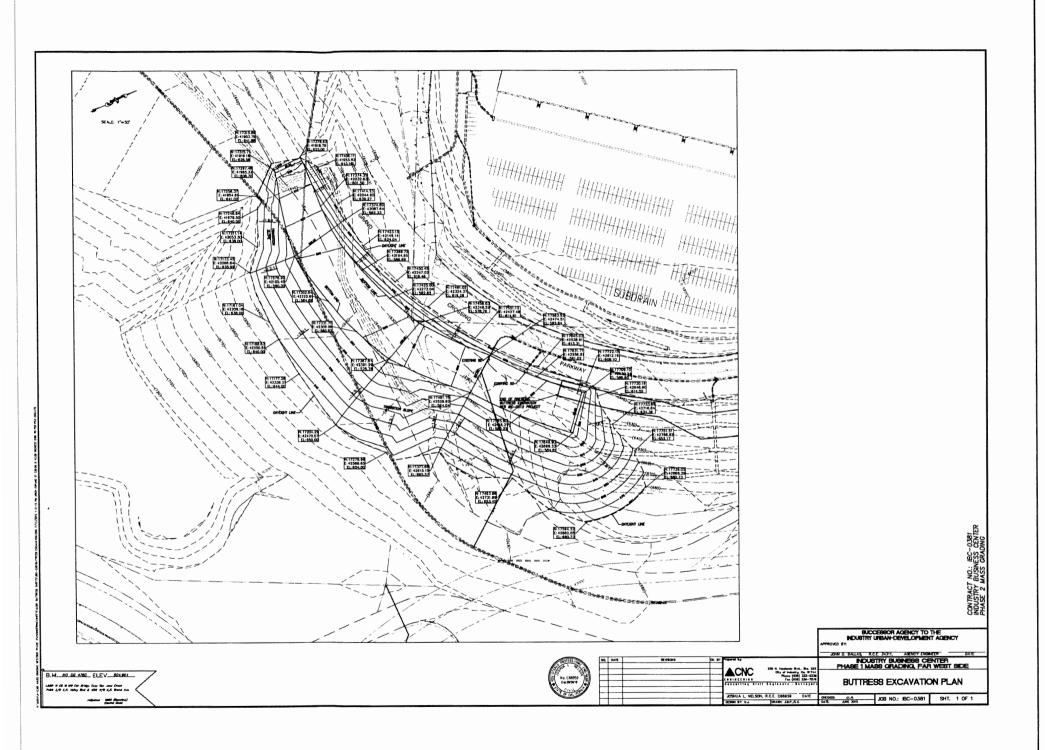
P.O. Box 3356, City of Industry, Colifornia 91744 Administrative Offices: 15851 E. Stafford Street (628) 333-2211

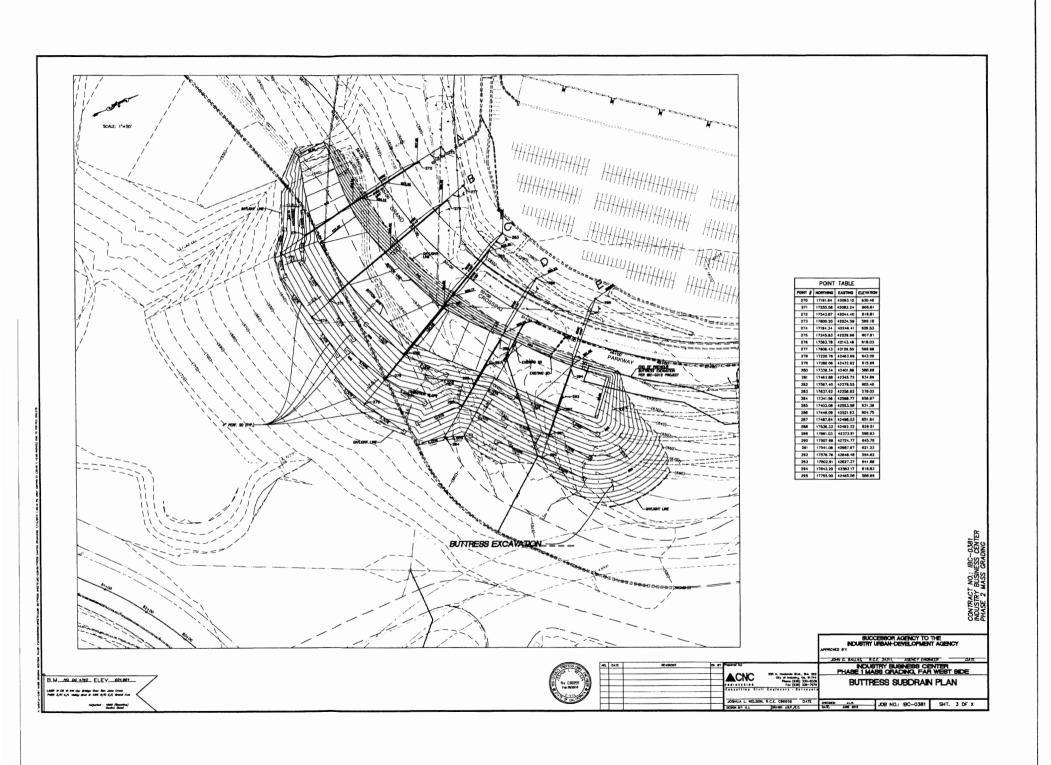
**▲**CNC JOSHUA L. NELSON, R.C.E. C88959 DATE

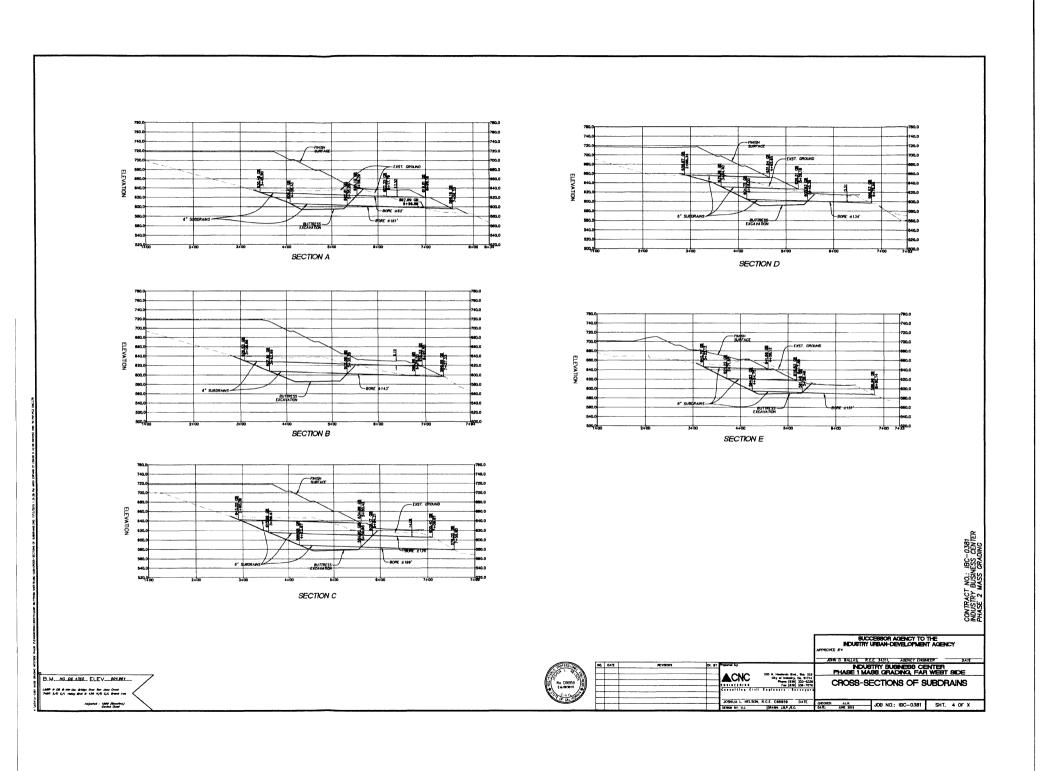
IN D. BALLAS, R.C.E. 34311, ACENCY ENGINEER INDUSTRY BUSINESS CENTER PHASE 2 MASS GRADING REMEDIAL GRADING TITLE SHEET, INDEX MAP, TABLE OF DRAWINGS, LEGEND

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

JOB NO. IBC-0379 SHT. 1 OF X CONTRACT DRAWING NO. XX OF XX



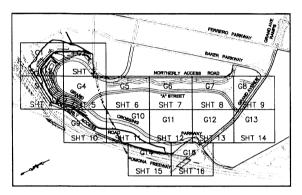




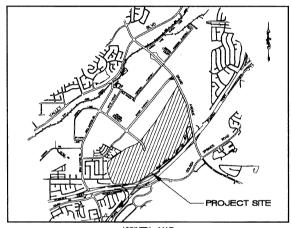
## SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY IMPROVEMENT PROJECT NO. 381

## INDUSTRY BUSINESS CENTER PHASE 2 MASS GRADING CONTRACT NO. IBC-0381

### **GRADING TITLE SHEET**



GRADING PLAN INDEX MAP



HOT TO SCALE
THOMAS GLIDE 639-J7
THOMAS GLIDE 679-H1, H2, J1 & J2

#### LEGEND:

- HP HIGH POINT LP LOW POINT GB GRADE BREAK CF CURB FACE

- CF CURB FACE
  RL FLOWINE
  EP -- EDGE OF PAVEMENT
  DL -- DAYLIGHT LIME
  FG -- FRISH GRADE
  CUR -- CORRUGATED METAL PIPE
  R/W -- RIGHT OF WAY
- PROTECT IN PLACE E - CONSTRUCTION NOTE INDICATING REMOVAL ITEMS

#### TABLE OF DRAWINGS

ROUGH GRADING				
CONTRACT DWG. NO.	SHEET NO.	DESCRIPTION		
XX OF XX	1 OF XX	GRADING TITLE SHEET		
XX OF XX	2 OF XX	GRADING PLAN GI		
XX OF XX	3 OF XX	GRADING PLAN G2		
XX OF XX	4 OF XX	GRADING PLAN G3		
XX OF XX	5 OF XX	GRADING PLAN G4		
XX OF XX	e of xx	GRADING PLAN G5		
XX OF XX	7 OF XX	GRADING PLAN GI		
XX OF XX	8 OF XX	GRADING PLAN G7		
XX OF XX	9 OF XX	GRADING PLAN GB		
XX OF XX	10 OF XX	GRADING PLAN GII		
XX OF XX	11 OF XX	GRADING PLAN G10		
XX OF XX	12 OF XX	GRADING PLAN GII		
XX OF XX	13 OF XX	GRADING PLAN G12		
XX OF XX	14 OF XX	GRADING PLAN G13		
XX OF XX	15 OF XX	GRADING PLAN G14		
XX OF XX	16 OF XX	GRADING PLAN GIS		
XX OF XX	17 OF XX	DETAKS 1 - DETAKS		
XX OF XX	18 OF XX	DETAILS 2 - DETAILS & SECTIONS		
XX OF XX	19 OF XX	DETAILS 3 - CROSS SECTIONS		

#### CONSTRUCTION NOTES:

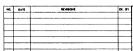
- R (1) SAW CUT AND REMOVE DISTING AC.
- DESCRIPTION REMOVE EXIST. STORM DRAIN APPURITEMENCES INCLUDING WILLT STEEL GRATE, CONCRETE WINDHALL CONCRETE GUTTER, RCP., COLLARS, WALT STRUCTURE. ETC.
  - 3 REMOVE CHAIN LINK FENCE.
  - REMOVE CONCRETE CURB AND GUTTER.
  - 3 CONSTRUCT CONCRETE Y-GUTTER TYPE A PER DETAIL 3" ON DETAIL SHEET D1.
  - 6 CONSTRUCT AREA DRAIN PER DETAIL "7" ON DETAIL SHEET DI.
  - - (8) CONSTRUCT CONCRETE V GUITER TYPE B PER DETAIL "8" ON DETAIL SHEET D1.
  - CONSTRUCT JUNCTION STRUCTURE PAPE TO PAPE PER SSPING STANDARD PLAN 332-2 CASE 1.
  - (10) CONSTRUCT DOBNOMAIN TO Y-GUTTER CONNECTION PER DETAIL "10" ON DETAIL SHEET DZ
  - (1) CONSTRUCT DOWNOMAN PER DETAIL "2" ON DETAIL SHEET D1.
  - (12) CONSTRUCT 10' CONCRETE TERRACE DRAW PER DETAIL "3" ON DETAIL SHEET DI
  - (3) CONSTRUCT 23' CONCRETE TERRACE DRAW PER DETAIL "8" ON DETAIL SHEET DI
  - (14) CONSTRUCT DOWNORAN/23' TERRACE DRAW CONNECTION PER DETAIL "12" ON DETAIL SHEET D
  - (3) CONSTRUCT DOWNORAN WHET PER DETAIL "9" ON DETAIL SHEET D2.
  - H-X (6) CONSTRUCT DRIVERBY PER CITY OF INDUSTRY STANDARD PLAN 114. (0=14', IN-AS INDICATED), INCLIDING ACCORDANT PAST MATERIAL.
  - ① CONSTRUCT 4" AC (1.5" C2-PG 64-10 OVER 2.5 B-PG 64-10) OVER 8" CAS.
  - (B) CONSTRUCT DOWNDRAIN/10' TERRACE DRAIN CONNECTION PER DETAIL "11" ON DETAIL SHEET D2.
  - (19) CONSTRUCT ENERGY DISSIPATOR PER DETAIL "10" ON DETAIL SHEET D2.

  - (2) CONSTRUCT DOWNORAN/V-GUTTER/IMLET CONNECTION PER DETAR. "15" ON DETAR. SHEET DJ.
  - CONSTRUCT DOWNORAM/TERRACE DRAIN WITERSECTION PER DETAIL "1" ON DETAIL SHEET D1, INCLUDING SPLASH WALLS.
  - R (3) REMOVE EXISTING CMP AND FLARE INLET/OUTLET, OR RISER AND APPURTENANCES.

  - (2) CONSTRUCT DOWNORAIN TO Y-GUTTER TRANSITION NO. 2 PER DETAIL "12" ON DETAIL SHEET D2.
  - (3) CONSTRUCT SPLASH WALL PER DETAIL "4" ON DETAIL SHEET DI.
  - QO CONSTRUCT NO CMP INLET PER DETAIL "14" ON DETAIL SHEET DZ.
  - (2) PLACE 5.5 CY (11 TONS) OF RIPPAP, CLASS II, NO GROUT, 18" DEPTH AT VIRROUS DRAINAGE SYSTEM INLETS OR OUTLETS, OR AT FLOWENCE, AS INDICATED ON THE PLANS
  - (20) ADJUST WHITOLE TO GRADE









CITY OF INDUSTRY

P.O. Box 3366, City of Industry, California 91744 Administrative Offices: 15651 E. Stafford Street (826) 333-2211

D BALLAS R.C.E. 34311 INDUSTRY BUSINESS CENTER PHASE 2 MASS GRADING GRADING TITLE SHEET

JOSHUA L. NELSON, R.C.E. C66959 DATE DESIGNED BY: R.L. DHECHED BY: ALM. DRAWN BY: T.A. DATE: AME 2015

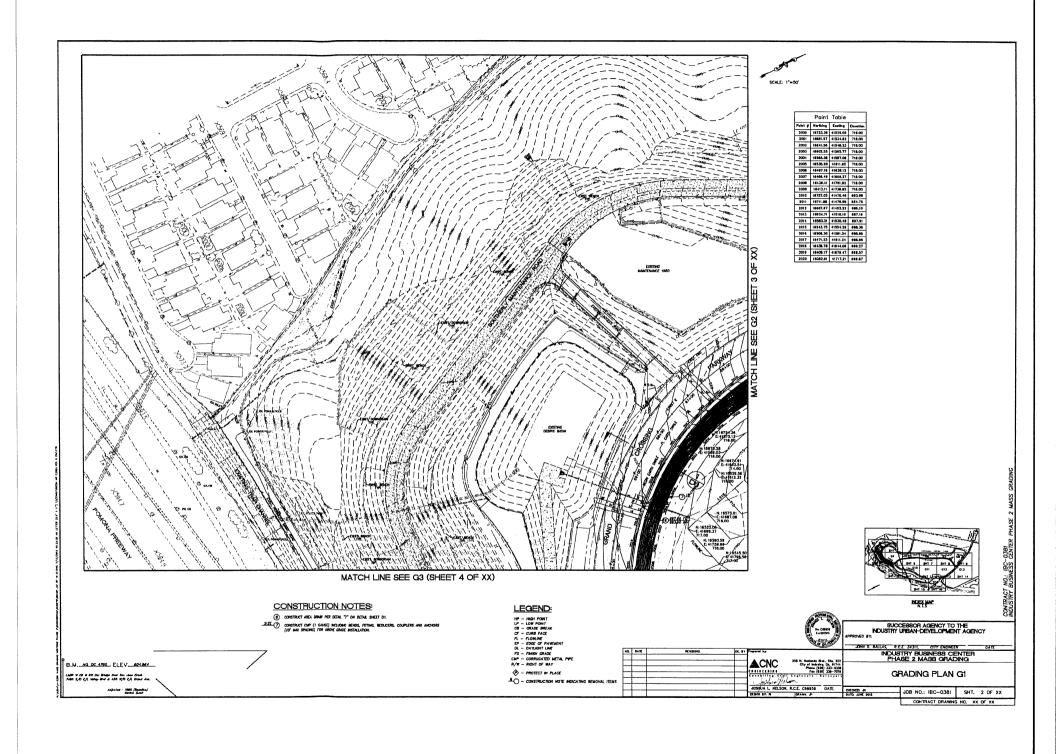
VICINITY MAP, INDEX MAPS, GENERAL NOTES FOR GRADING, TABLE OF DRAWINGS, CONSTRUCTION NOTES

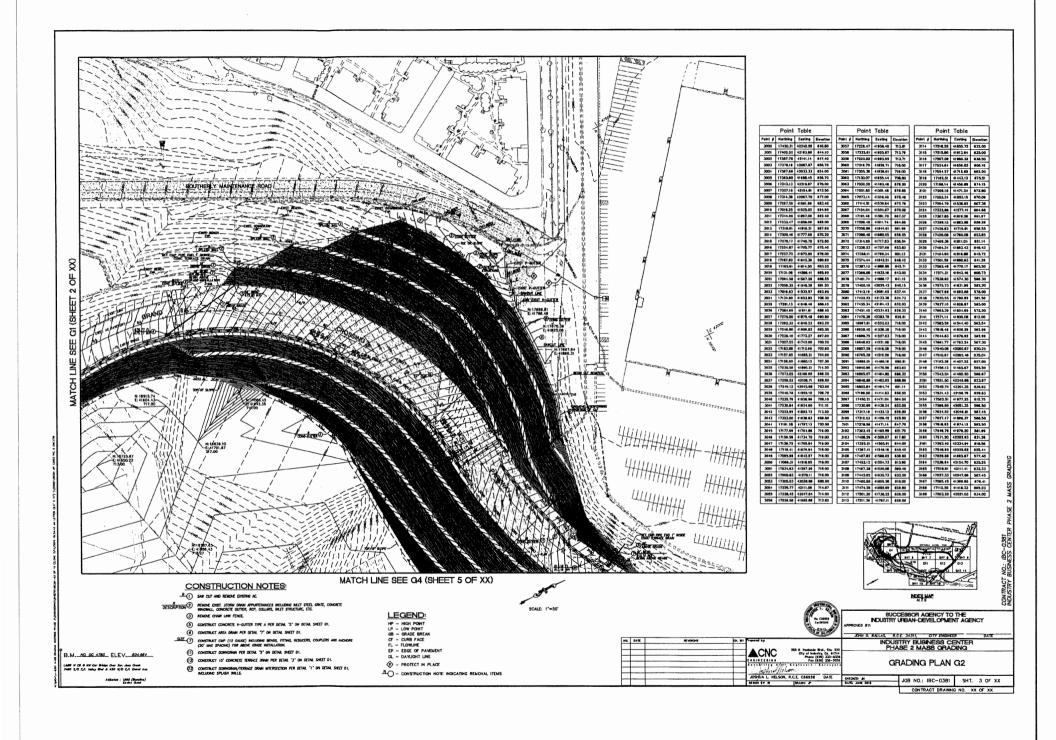
SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

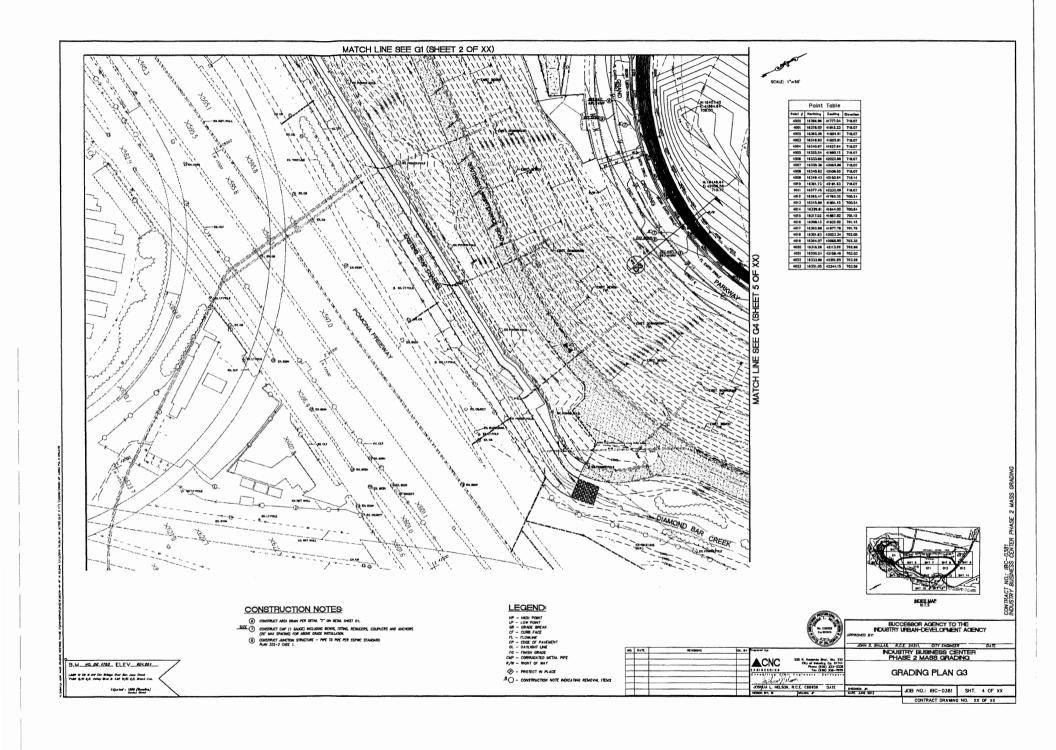
JOB NO. IBC-0381 SHT. 1 OF XX CONTRACT DRAWING NO. XX OF XX

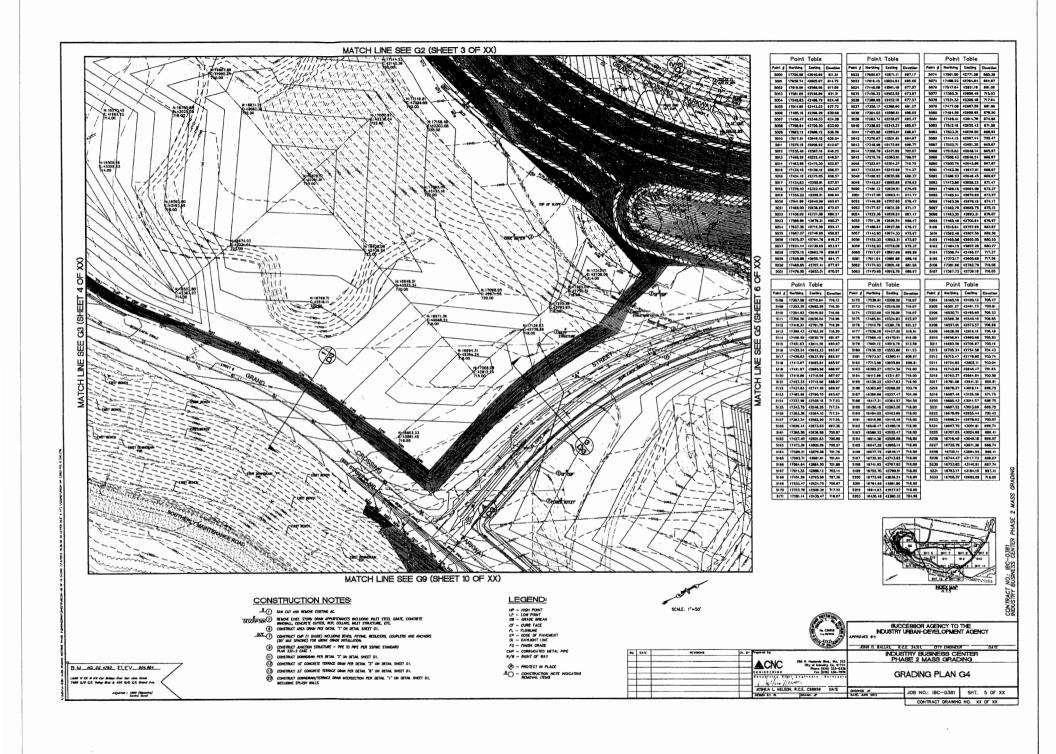
LAST V CO & AV Cor Bridge Over See Jon Creek 7484 S/O C/L Valley Bred & 454 N/O C/L Grand Avs. Adjusted - 1880 (Benefits) On the Oast

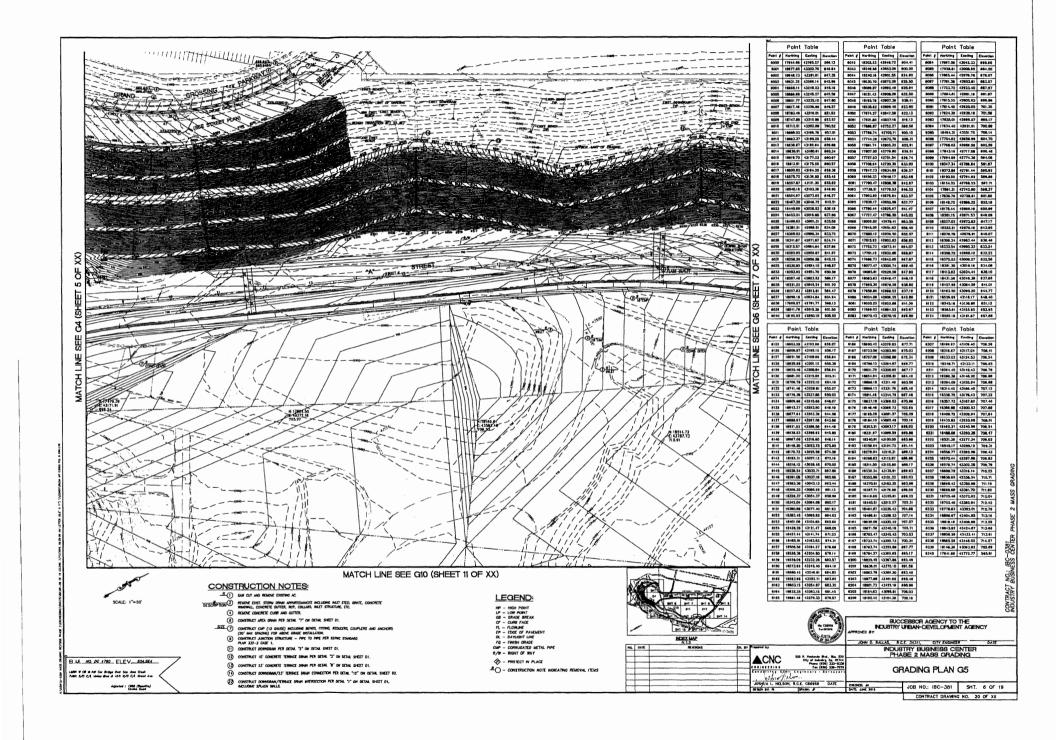
B.M. NO DE 4760 ELEV. 604.964

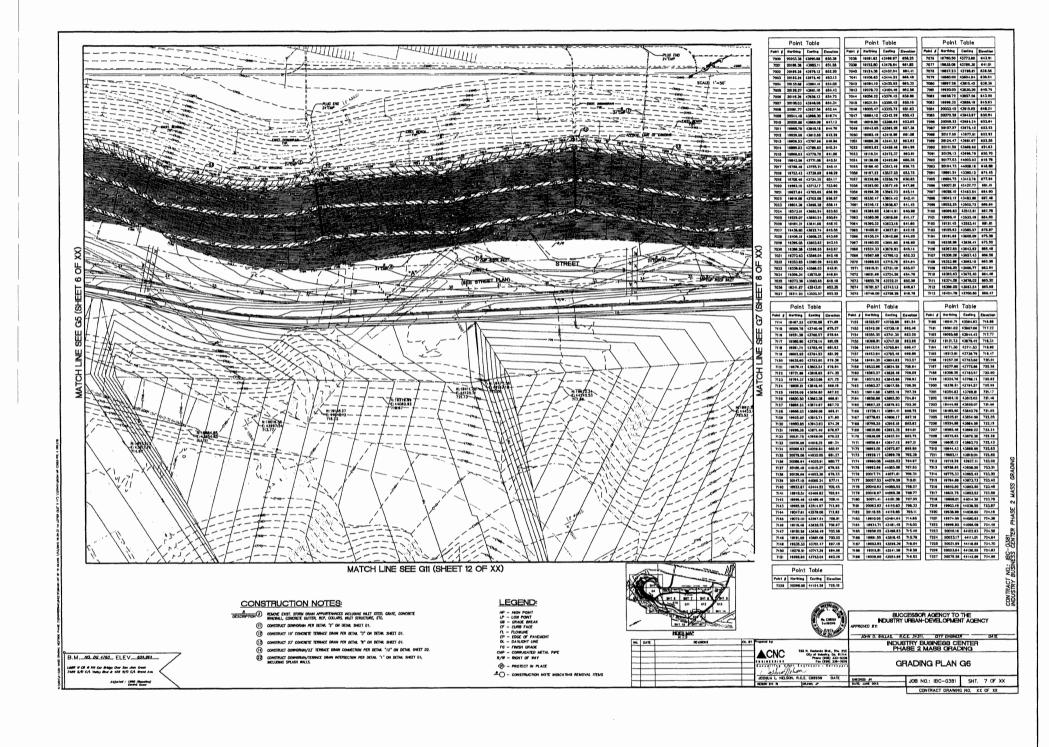


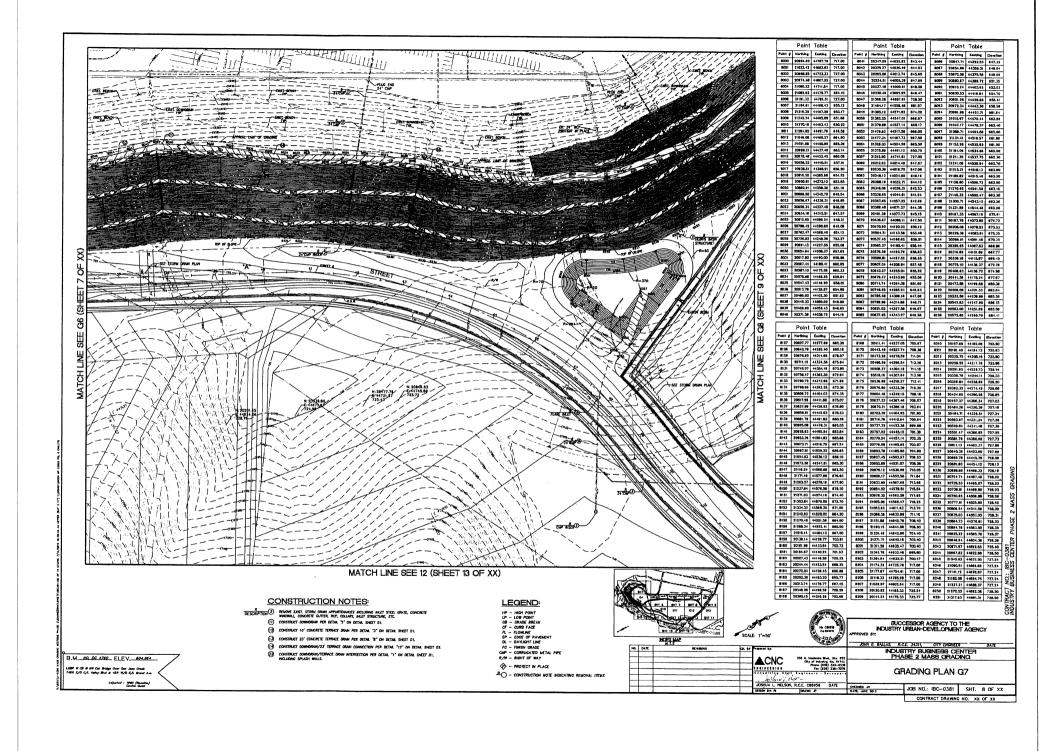


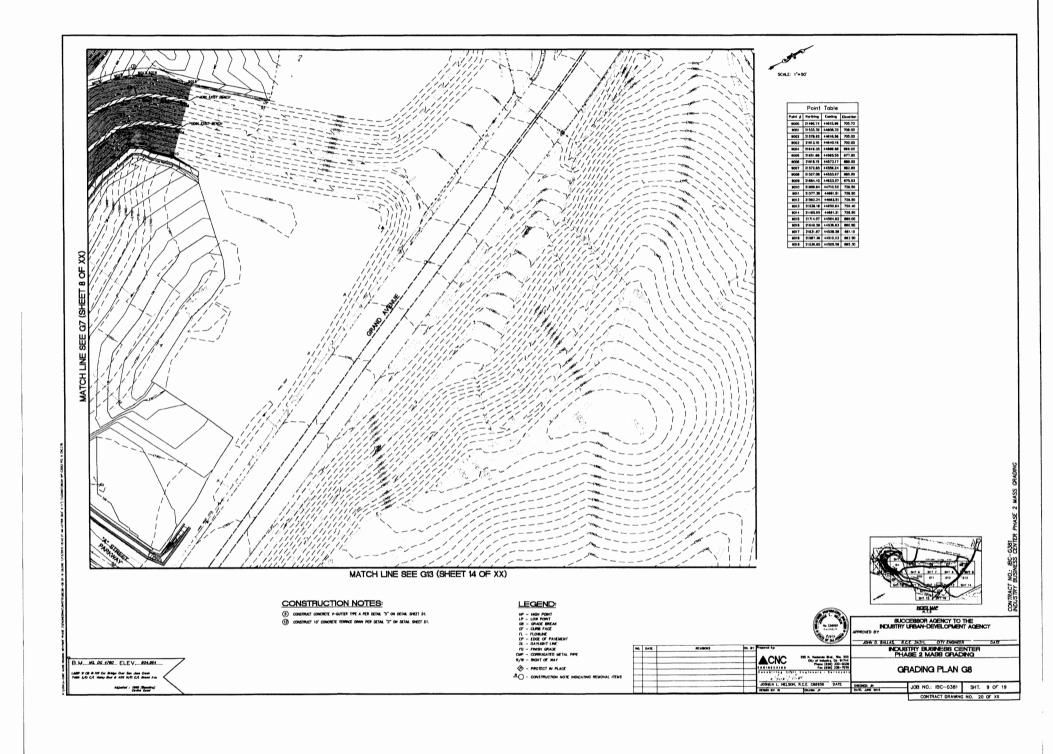


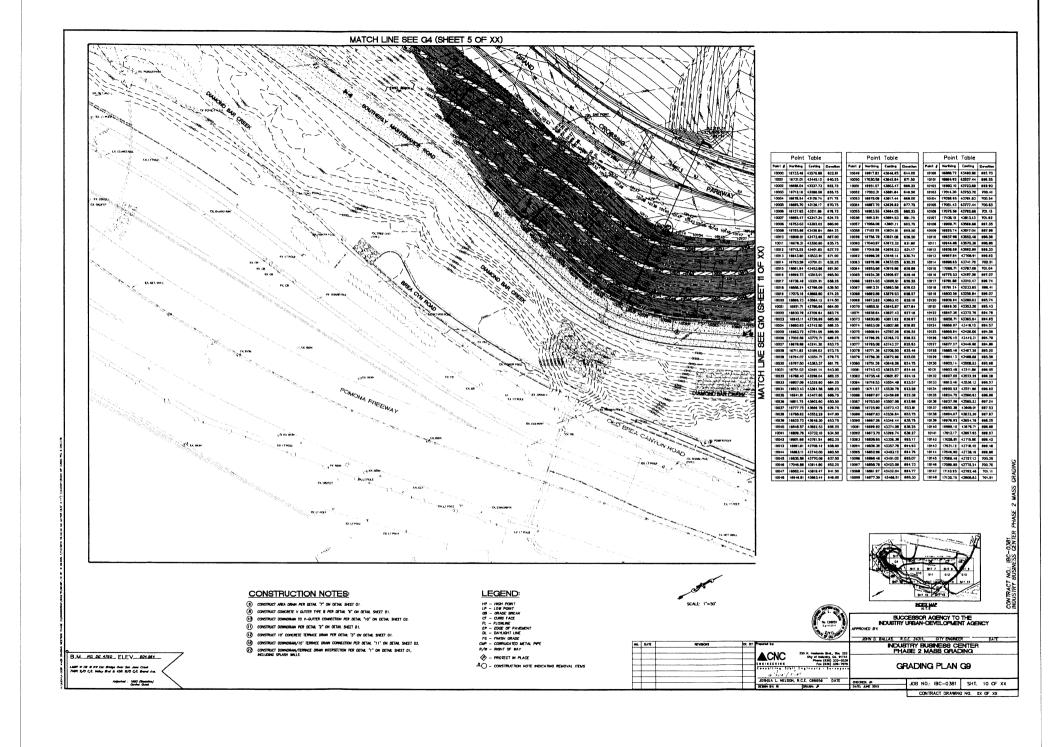


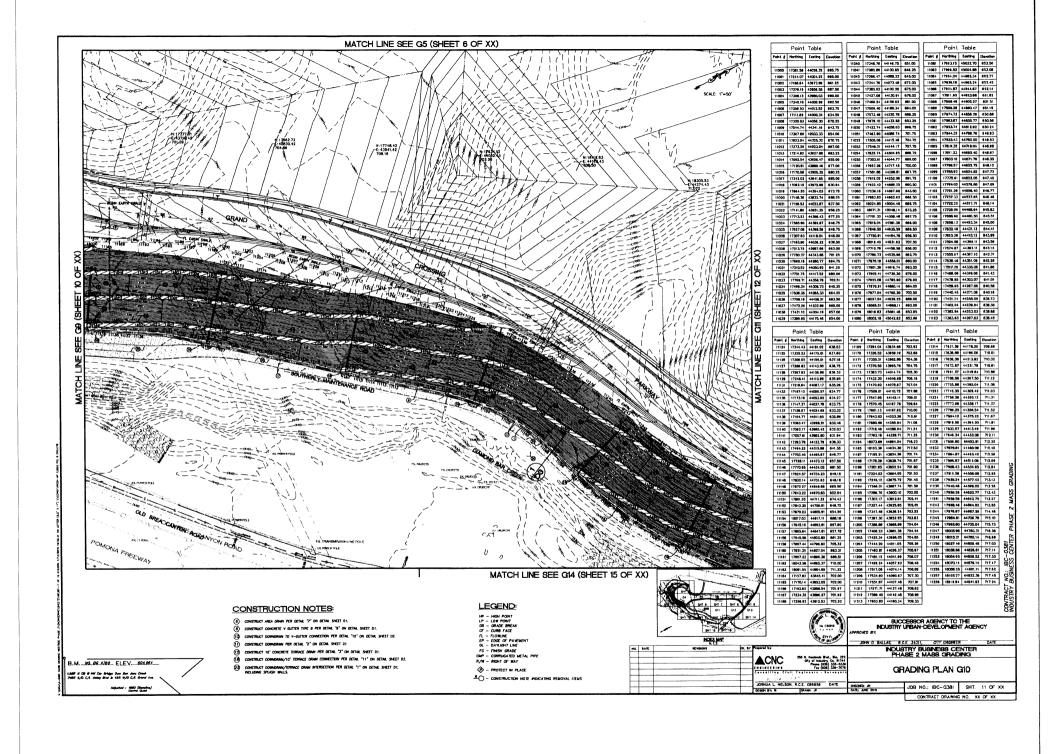


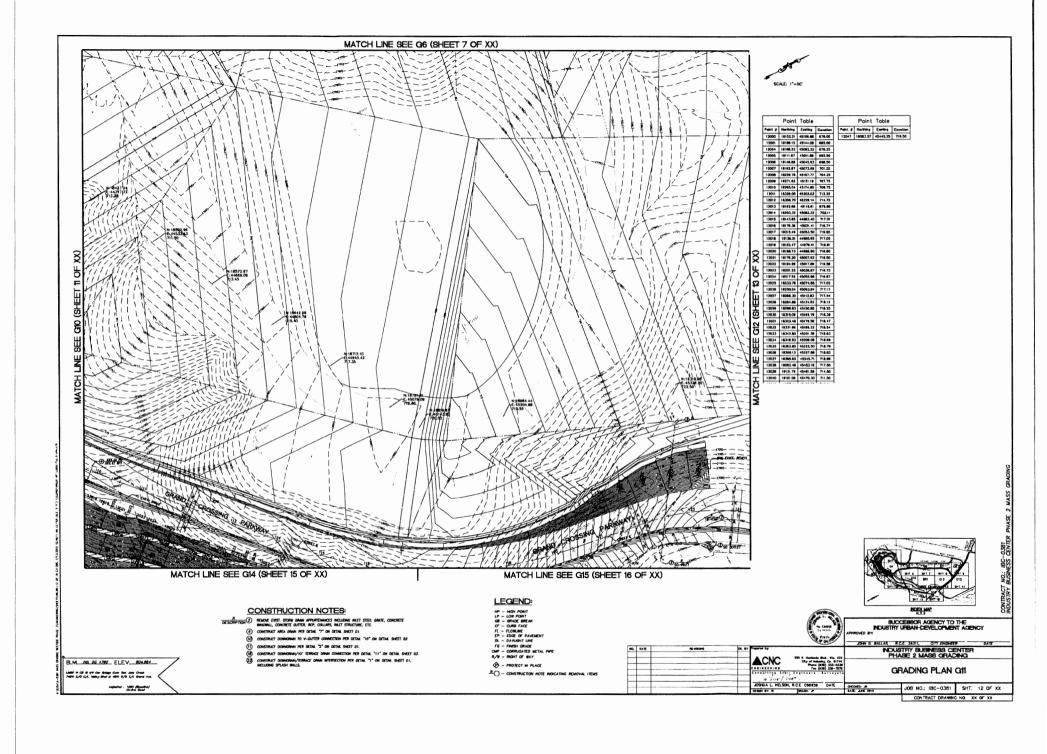


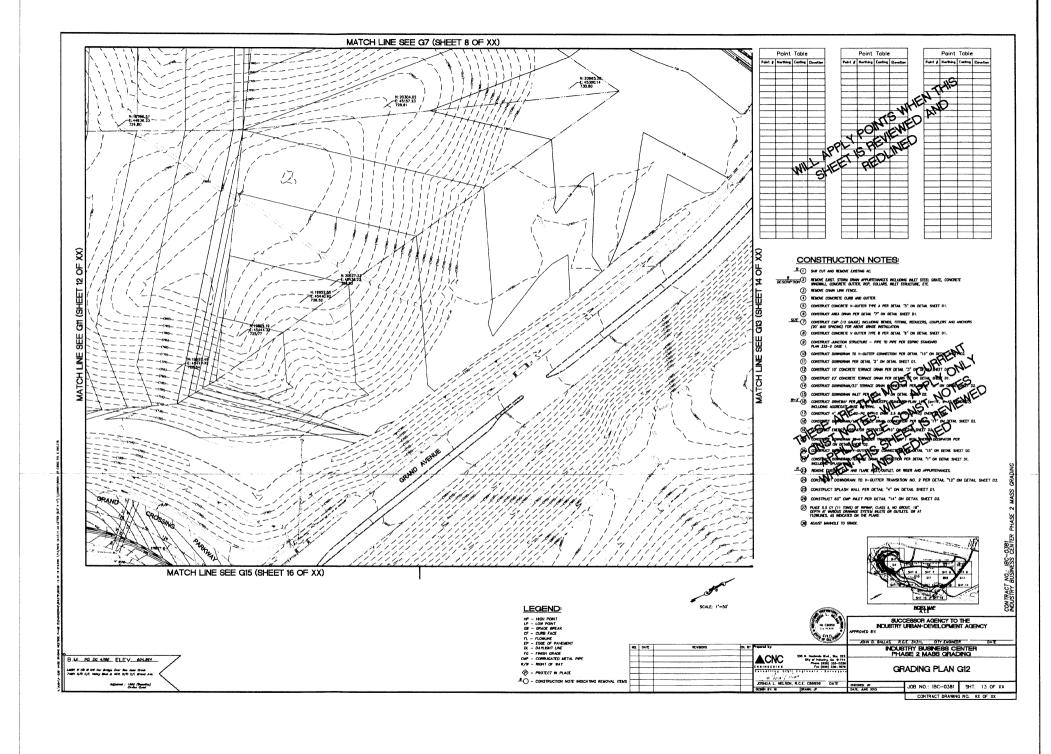


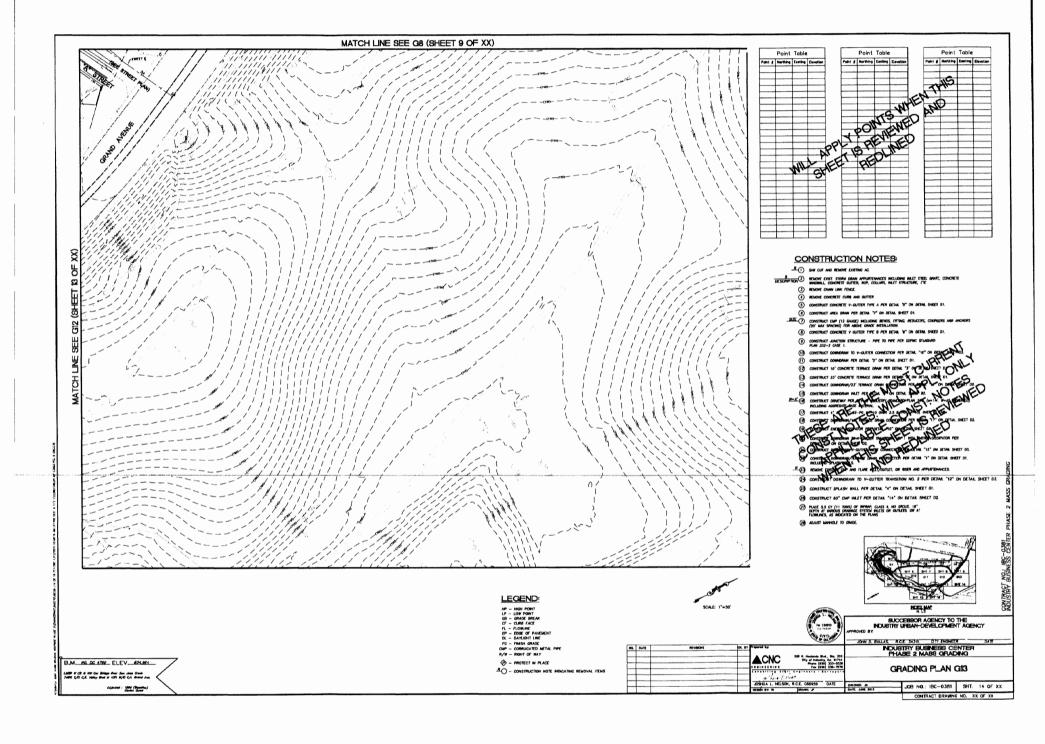


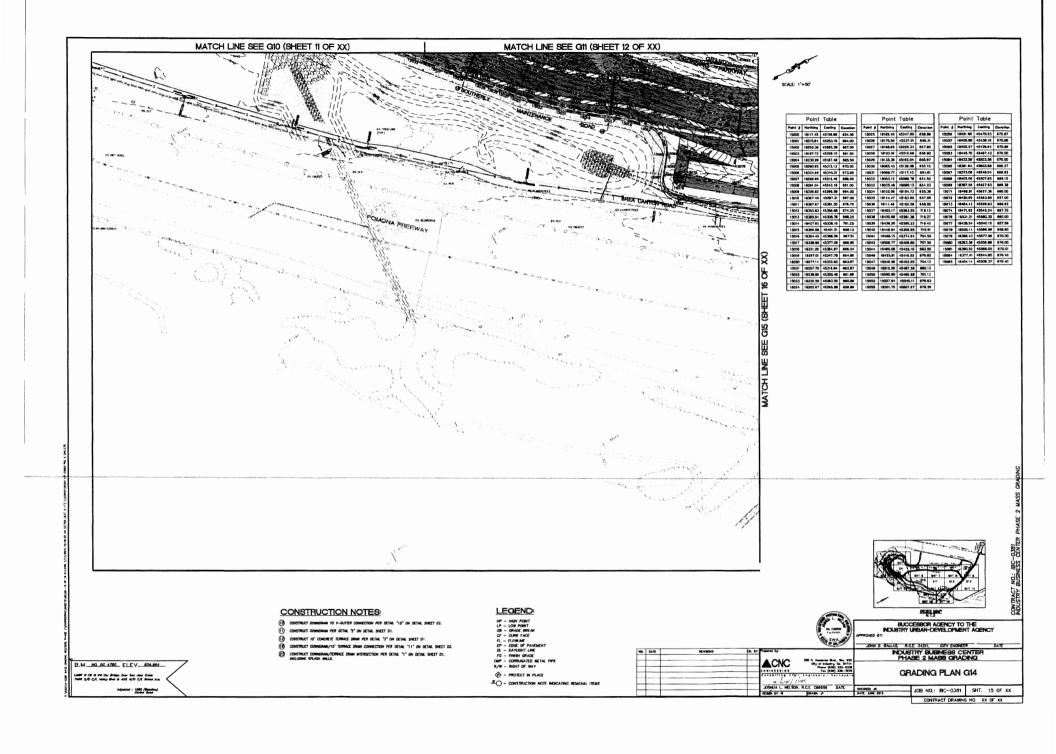


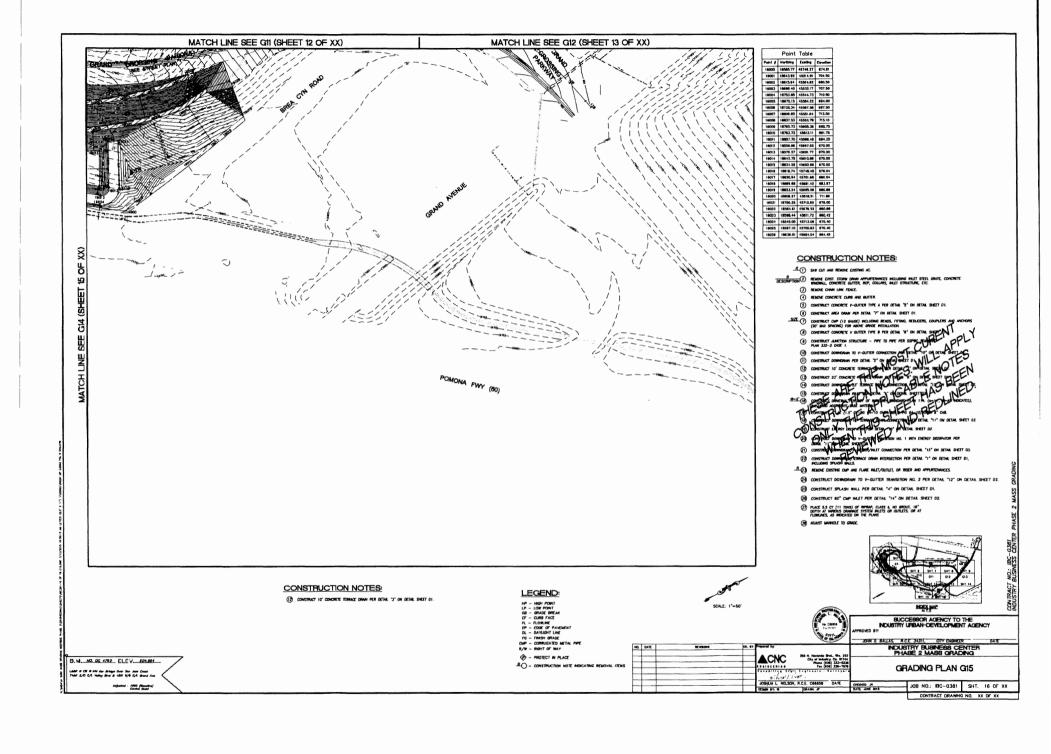


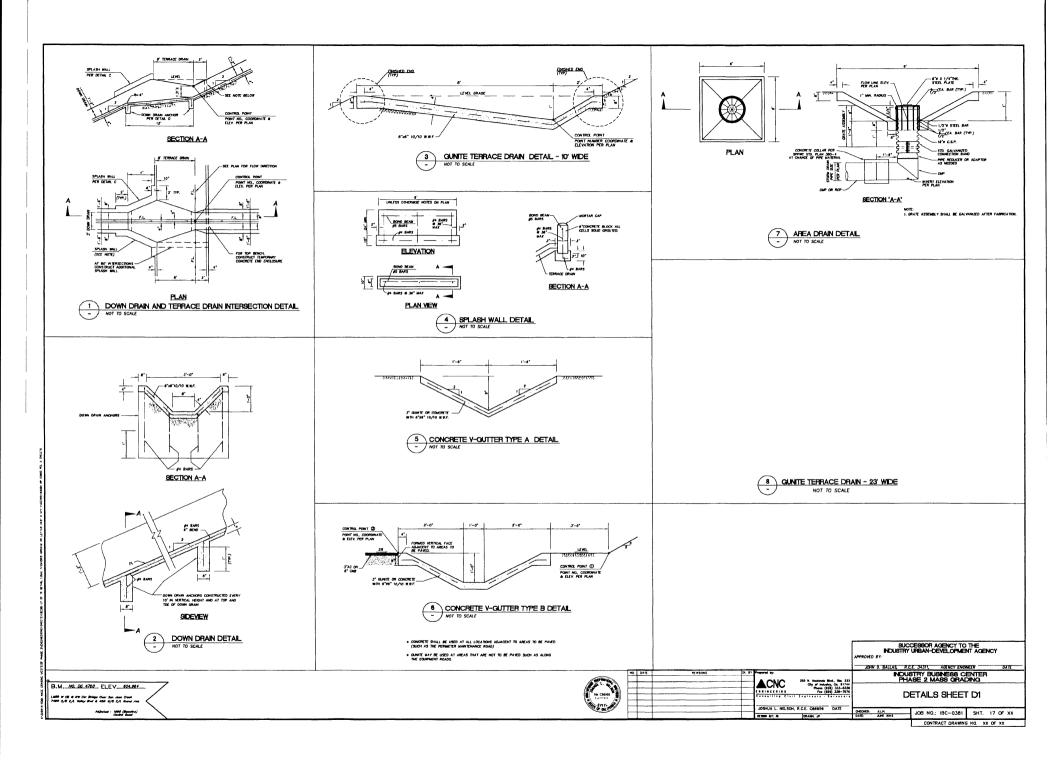


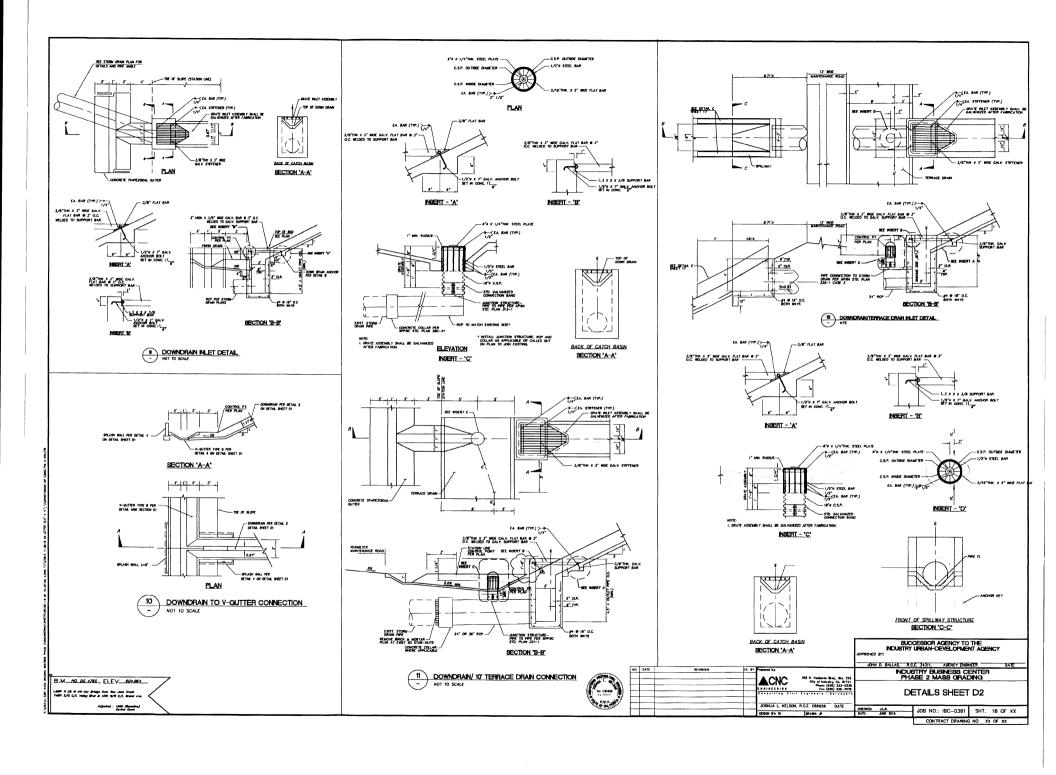


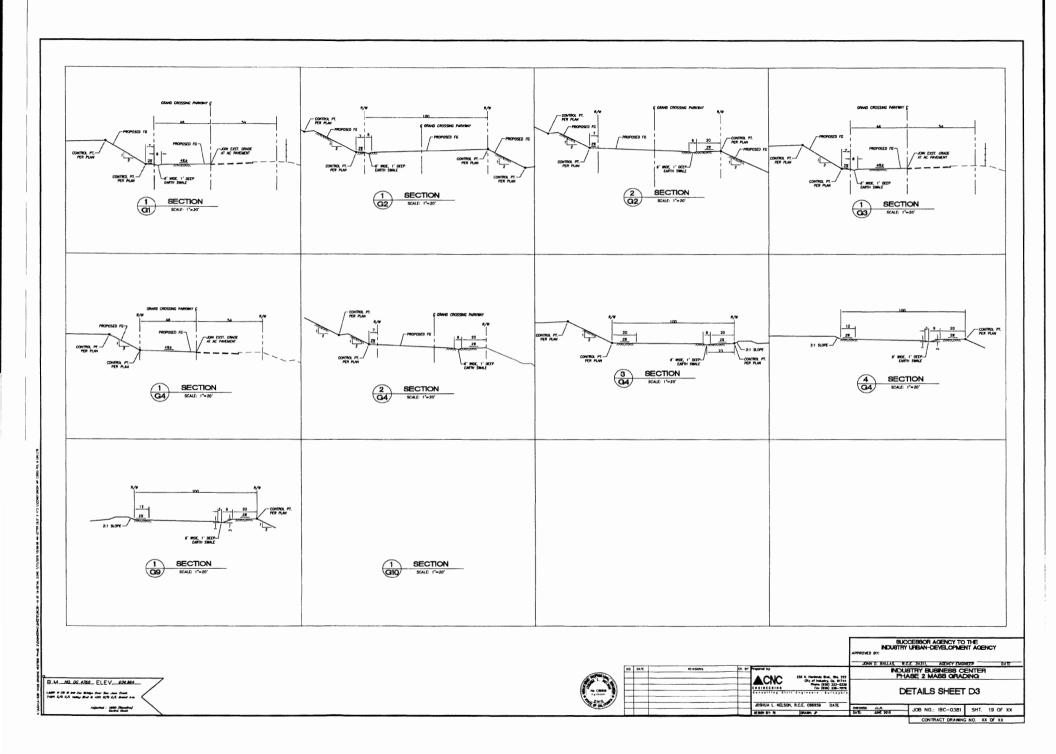












## CITY OF INDUSTRY IMPROVEMENT PROJECT NO. XXX INDUSTRY BUSINESS CENTER WEST SIDE STORM DRAIN PLAN CONTRACT NO. IBC-XXXX INDUSTRY PRIVATE DRAIN NO. XXX

#### GENERAL NOTES

- THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION THIS ALL OF THE STANDARD SPELFFICATIONS FOR PUBLIC MORES CONSTRUCTION IN REGISE. IN SMALL INCOME.

- NO CONCRETE SHALL BE PLACED UNITE THE FORMS AND RENFORCING STILL MAYE BEEN PLACED, INSPECTION AND MARROW II.

- SULTRIBLE ABACENT TO EACE OF COACHE? SHARE HAVE A 2-1/2-NON-CHAPANG CREEKS OFFERMEN SPECIFIC
- HENFORCEMENT SHALL SE OCCORNED BAPE IN INTERNEDIATE, SHALL PER ASTRI A-815-CRADE 50
- E. ALL EAR HEIRE AND HOOKS SHALL COMPONE IN THE MERICAN CONTRICT NOT EAR HEIRE AND HOOKS SHALL COMPONE IN THE MERICAN CONTRICT
- INVENSIONS FROM FACE OF CONCRETE TO STEEL ARE TO CENTERLINE OF STEEL AND SCIENCES AND DO
- 11 41: STEL THAT IS TO BE CONTRIBUS SHALL HAVE A HINNAM LAP OF 30 5A- BANKINGS OF IN MORES, WHORNING IS CARATER
- E) 41, CONSTRUCTION AND SIN THE FOODING OR SLARS AND WALLS SHALL HE IN THE SAME HAVE, NO STACKETING OF JOINING MEETING HAVE THE HEALTH STACKET SAME HIS STACKET OF STACKET SAME TO SHALL THE PROPERTY OF HEALTH SAME TO STACKET SAME TO STACKET SAME TO SHALL SAME TO HEALTH SAME TO STACKET SAME TO STACKET SAME TO SAME THE SAME TO HEALTH SAME TO SAME TO SAME TO SAME TO SAME TO SAME THE SAME TO SAME TO HEALTH SAME TO SAME TO SAME TO SAME TO SAME THE SAME TO SAME TO SAME TO HEALTH SAME TO SAME TO SAME TO SAME THE SAME TO SAME
- 15 ALL EXPOSED EXALS SHALL BE "HISHED WITH A 374-HISH CHAMFER...
- CONCRETE BROTTLE OF RELIGIOUS WHICH THE HER ELSS. THAN ONE TOOL OF COURSE TO CONCRETE BROADLE, SHALL CHINST OF "A.S. MY, INFOLODIC CHINAL CHINGS BY PROPER BROADLE, SHALL CHINST OF "AS MY, INFORMATION CHINAL CHINGS BY THE WAY, IN THE THE CHINAL CHI

- INJESS OTHERWISE SPECISION THE PROTECTION THESE PLANS, THE PRE-SMAL BE MANUFACTURED, WITH A MINISTRA CONCRETE COME COSTS. THE THE PLANSE OF CO. TO SENDED FOR POOR TO SEE WHITE STATES TO TAMBIER MODITOR WHITE FOR MINE CREATER THAN SEE WHITE SIN CAMBIER.

- 73 U. DESMAS RESILING FROM THE CULTIMOR OF PARTIES ASSOCIATED FASTING OUR PERSONNEL STRUCTURES SHALL RESISTED INFO MARKES OF BROOT AND MONTAIN OF 6 MORES OF CONCRETE, UNITED CHESTICS SHOWN
- WANHOUSS SHELL USE THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION NO. 630-3 FOR THE "TPANE AND COVER" AND NO. 635-3 FOR THE "TPANE AND COVER" AND NO. 635-3

- 26. THE EARCH PEASUD STANDARD PLAN OR SHAWING SHALL BE USED CALESC OTHERWISE NOTED.
- 29 PROF TO COMMENCENTED OF ANY MORE WITHIN THE STATE MONT OF ANY ALONG THE STATE

#### CONCRETE REMOVAL NOTES

#### BACKFILL NOTES

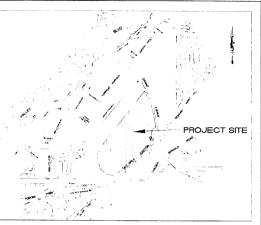
#### CITY OF INDUSTRY NOTES

- PRIOR TO BECKINNING ANY MOPH, THE CONTRACTOR SHALL DETAIN A PERMIT FROM THE CITY OF INDUSTRY POWART CARRY.
- ALL MEN COMPRED BY THIS FLAN SHALL BE INSPECTED BY THE CITY ENGINEER REGULES FOR MERCHANISM SHALL BE MADE 24-HEART IN ADVANCE AT (\$25) 233-2336
- THE CONTRACTOR SHALL NOTIFY THE LTS ANGELES COUNTY THE CEPARTHENT (528) 943-241" AND INDUSTRY SHERFF BEPARTHENT (CALL) 344-1322

- HE OPTION OF USING SLAF OR CHUSHID INSCELLANEOUS BASE (CIVID IN USU OF CRUSHID ACCREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT
- ENSTRUC CONCRETE INPROMEMENTS AND ASPHALL CONCRETE PARKMENT SHALL BL. SAN COT, TILL BEPTH, TO A TRUE THE WHERE NEW CONCRETE OF ASPHALT IS TO JOHN
- ALL NAMORES SHALL BE ADJUSTED TO FRISHED DRIVE IT ACCORDANCE WITH SECTION 201-16 OF THE STANDARD SECRETARIANS FOR FURLIC WARRY CONCERNMENT.

- DE FOLIONNE IS A USF OF THE UTILITY COMPANES AND THE HASONS TO CONTAIN I SPECIATION THE RESPECTIVE UPUNES WHEN THE CHAIS OF THIS PROJECT.
- CARC INFORMATION OF PROPERTY ON THE STORMAC MORE ON THIS PROCEEDING FAMILIES FOR PROPERTY OF THE STORMAC THE STORM

#### PRIVATE ENGINEER'S NOTICE TO CONTRACTORS



VICINITY MAP

#### INDEX OF SHEETS

DWG. NO.	SHEET NO.	DESCRIPTION
	1 OF 12	lifte SHEET
	2 00 12	NUEX WAP & DETAILS
	3 OF 12	LINE W-1 STA. 10+00 - 23+00
	4 OF 12	LINE W-1 STA 23100 - 34100
	5 OF 12	LINE W-1 STA. 34+00 - 44+00
	6 05 12	INE N-1 STA 44+00 - 52+90.10
	2 OF 12	LINE W-2 STA 100+00 - 111+00
	8 OF 12	LINE W-2 STA 111+00 - 122+00
	9 05 12	LINE W-2 STA 122+00 - 132+00
	10 OF 12	LINE W-2 STA. 132+00 - 140+04.9
	21 (0) 12	STORM ORAIN PLAN - LINE W-3
	12 OF 12	STORM DRAIN PLAN - LINE W-4

CITY OF INDUSTRY

P.O. Box 3365 City of Industry, California 91744 Administrative Offices 15651 E. Stafford Street (626) 333-2211



SUCCESSOR AGENCY TO THE NOUSTRY URBAN-DEVELOPMENT AGENCY

INDUSTRY BUSINESS CENTER EAST SIDE MASS GRADING

STORM DRAIN IMPROVEMENTS TITLE SHEET

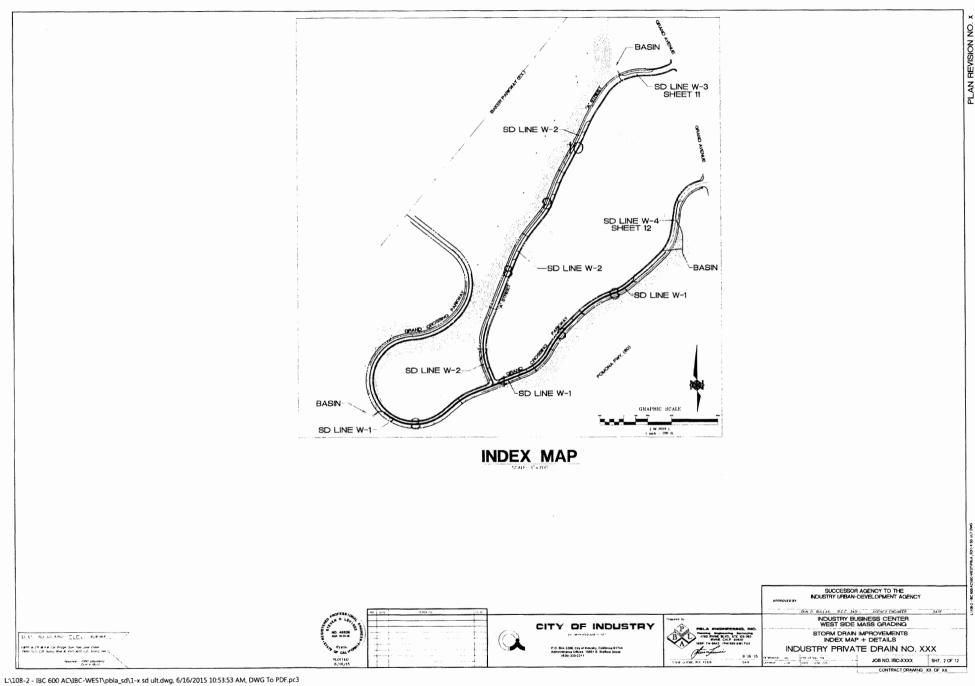
INDUSTRY PRIVATE DRAIN NO. XXX

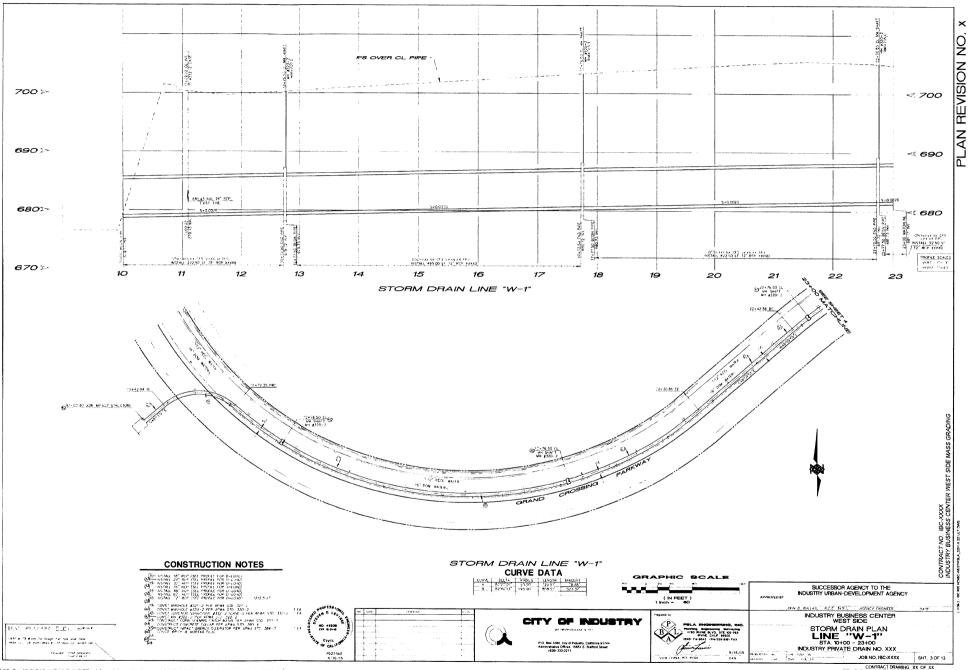
JOB NO, IBC-XXXX SHT. 1 OF 12

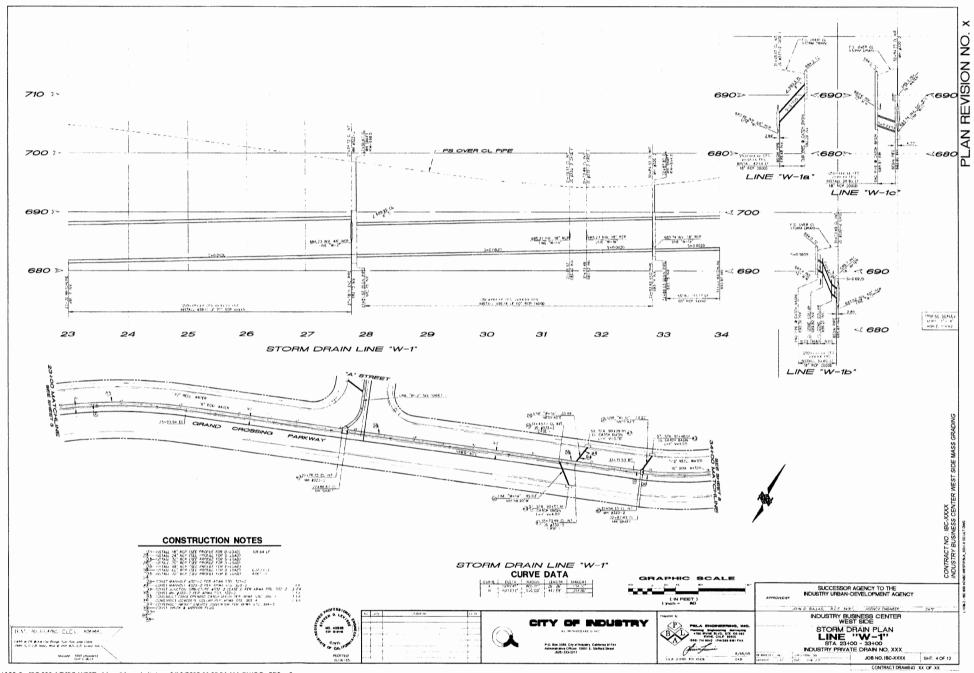
CONTRACT DRAWING XX OF XX

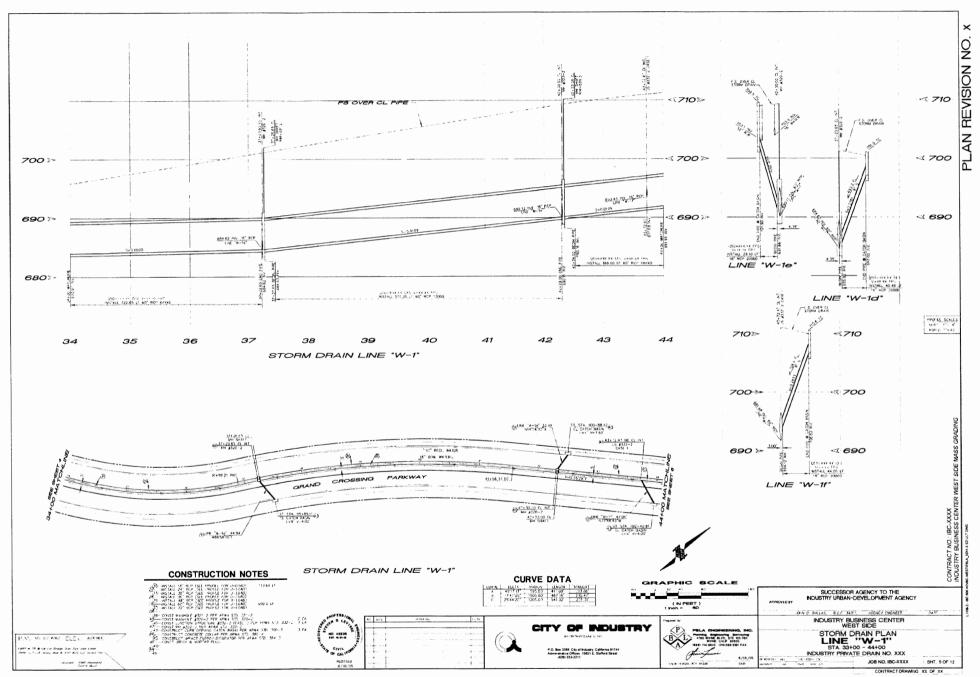
L:\108-2 - IBC 600 AC\IBC-WEST\pbla\_sd\1-x sd ult.dwg, 6/16/2015 10:51:47 AM, DWG To PDF.pc3

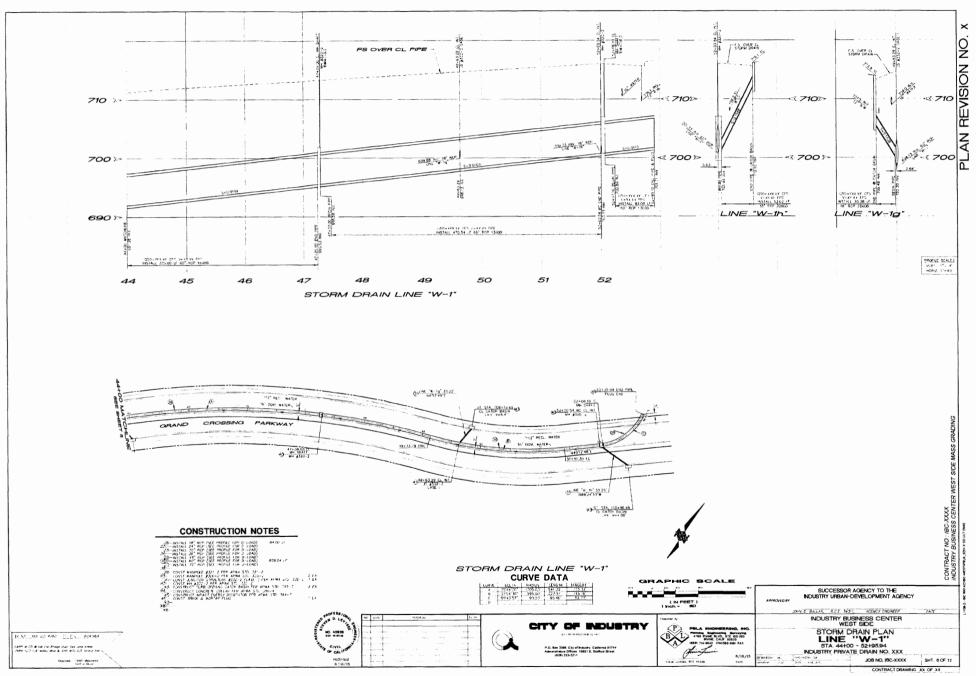
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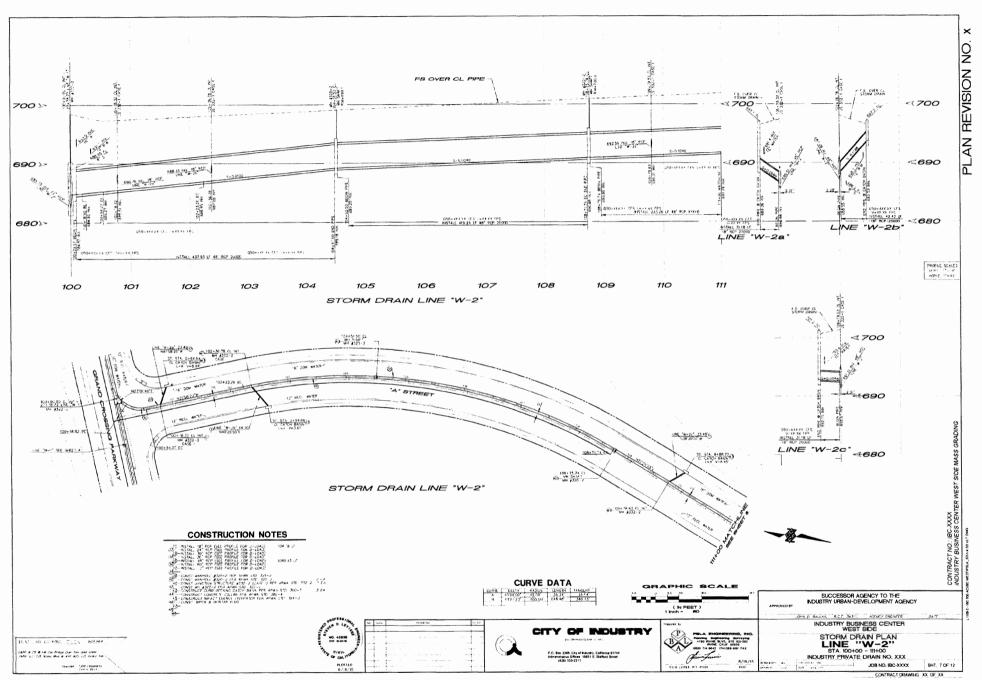


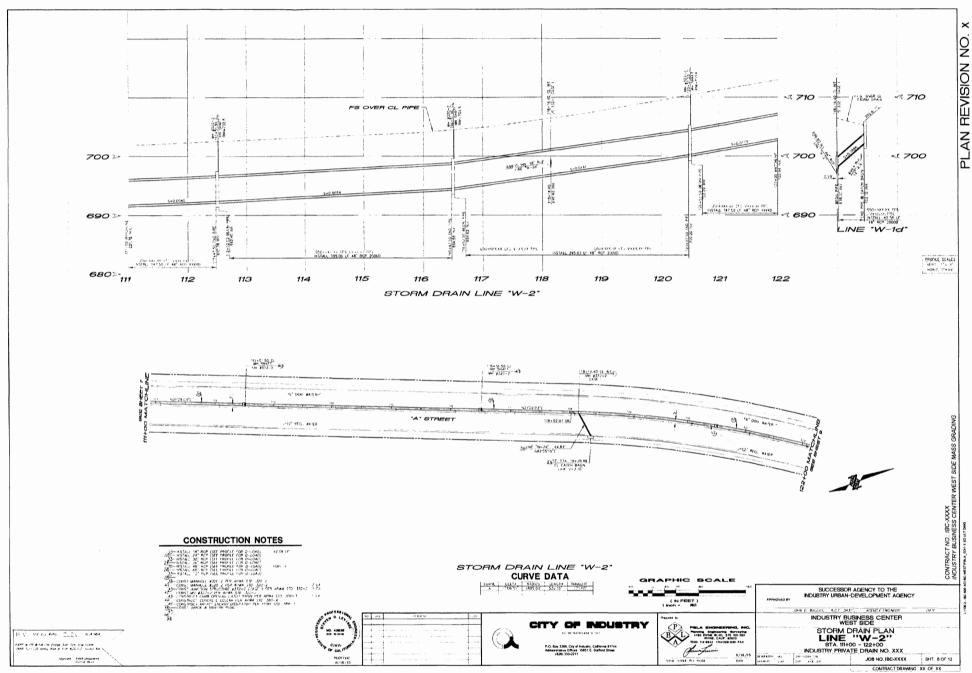


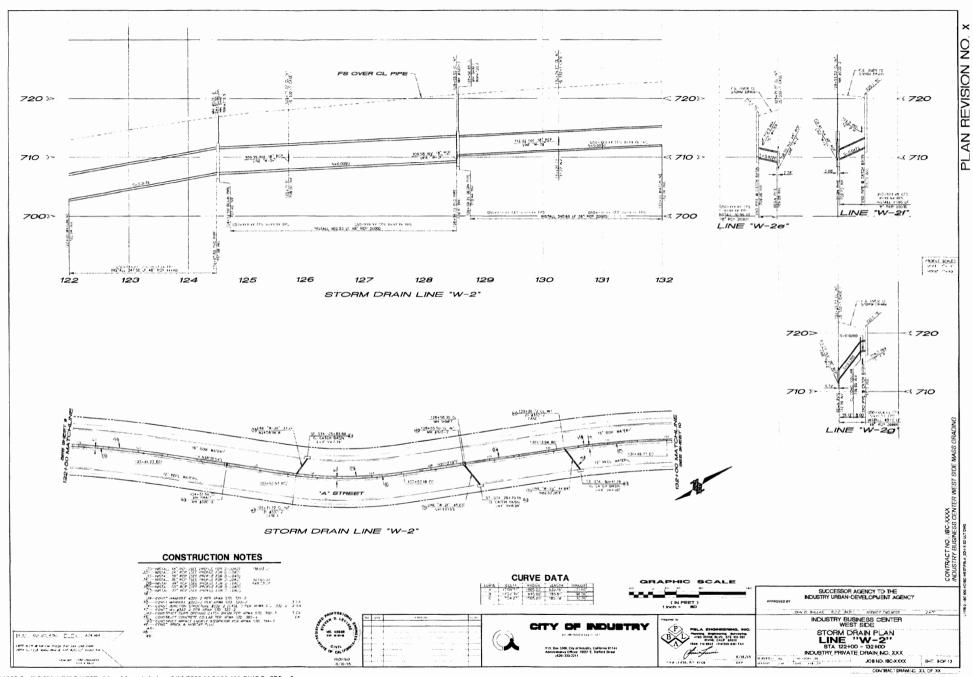


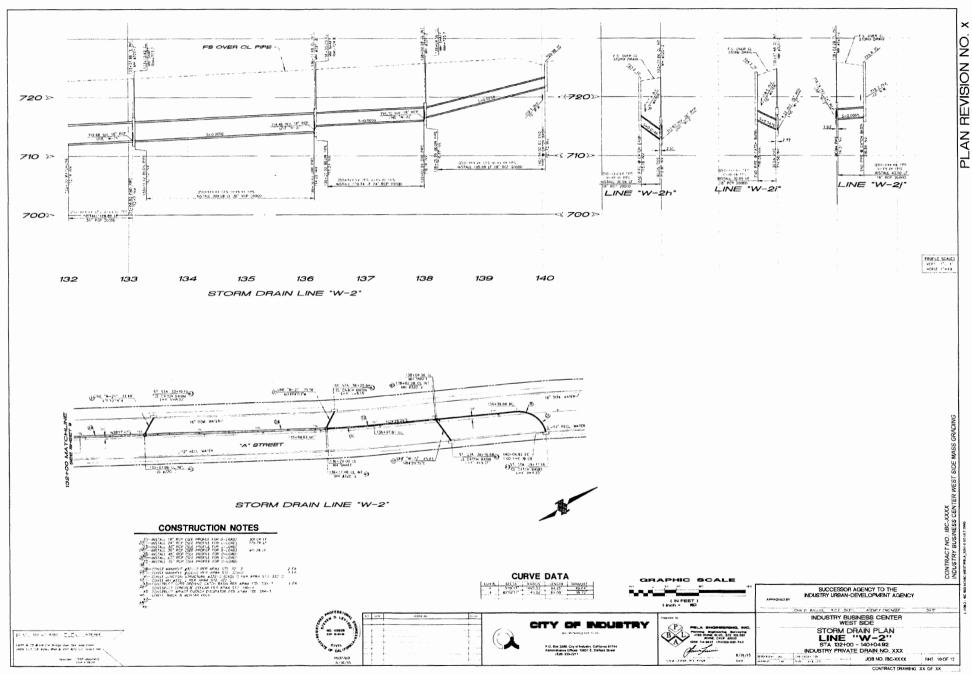


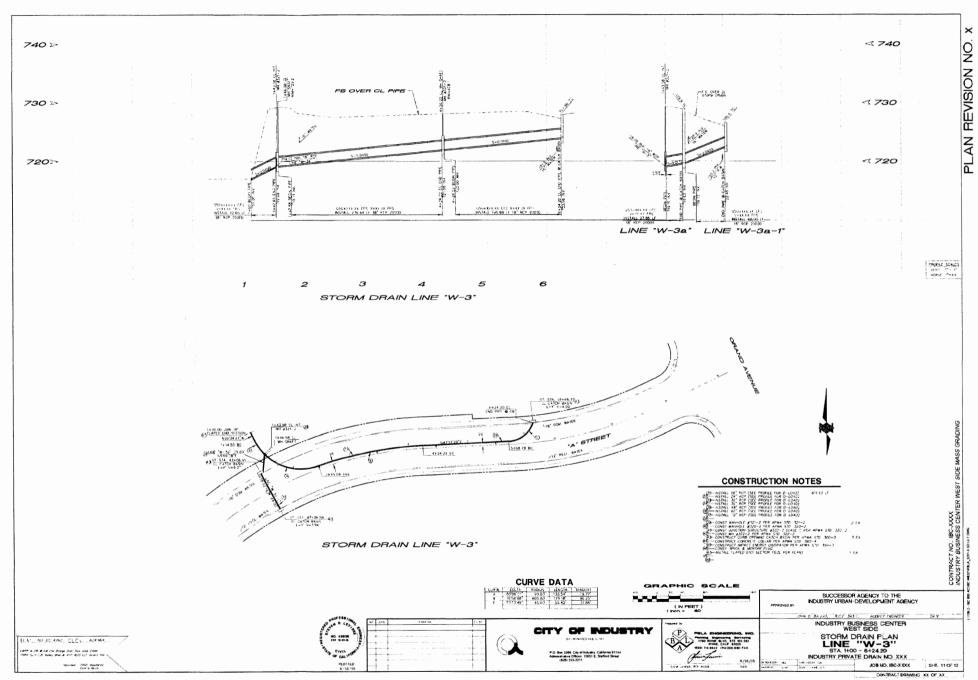


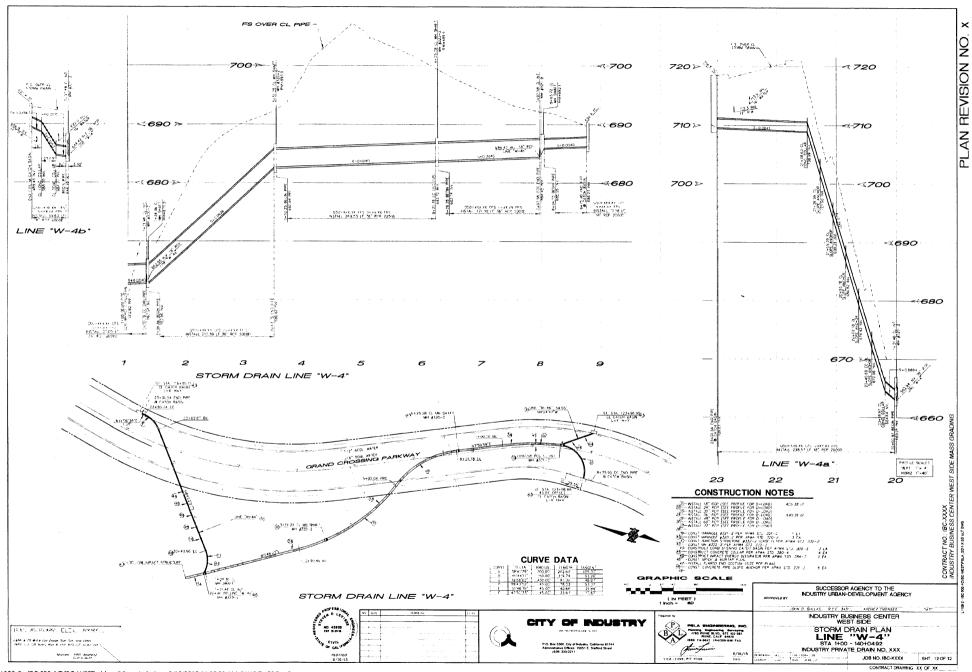


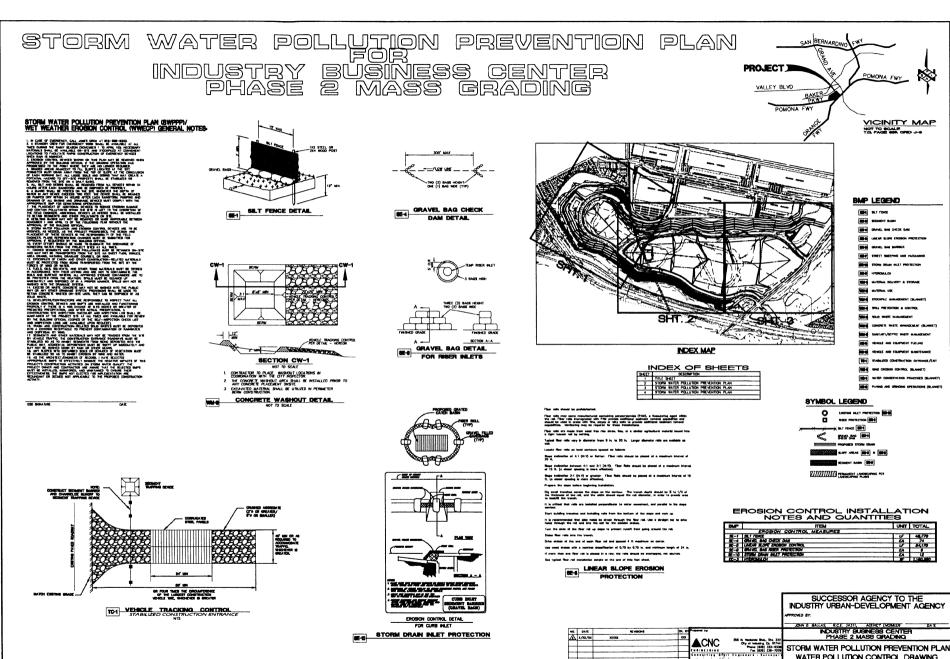












STORM WATER POLLUTION PREVENTION PLAN

WATER POLLUTION CONTROL DRAWING

CONTRACT DRAWING NO. 37 OF 40

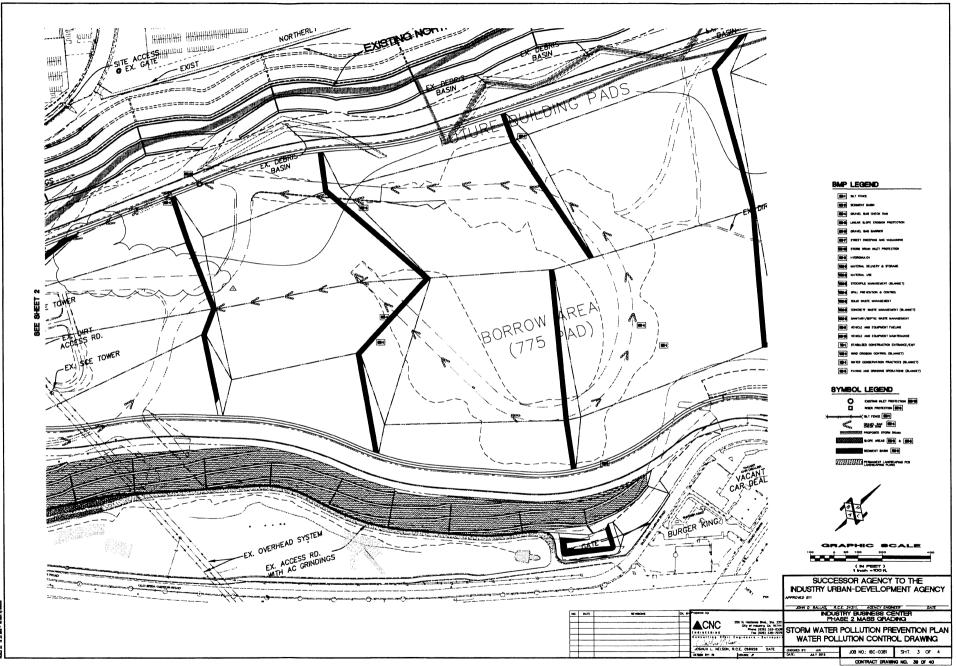
OATE: AA 1015 JOB NO.: IBC-0381 SHT. 1 OF 4

JOSHUA L NELSON, R.C.E. C88959 DATE

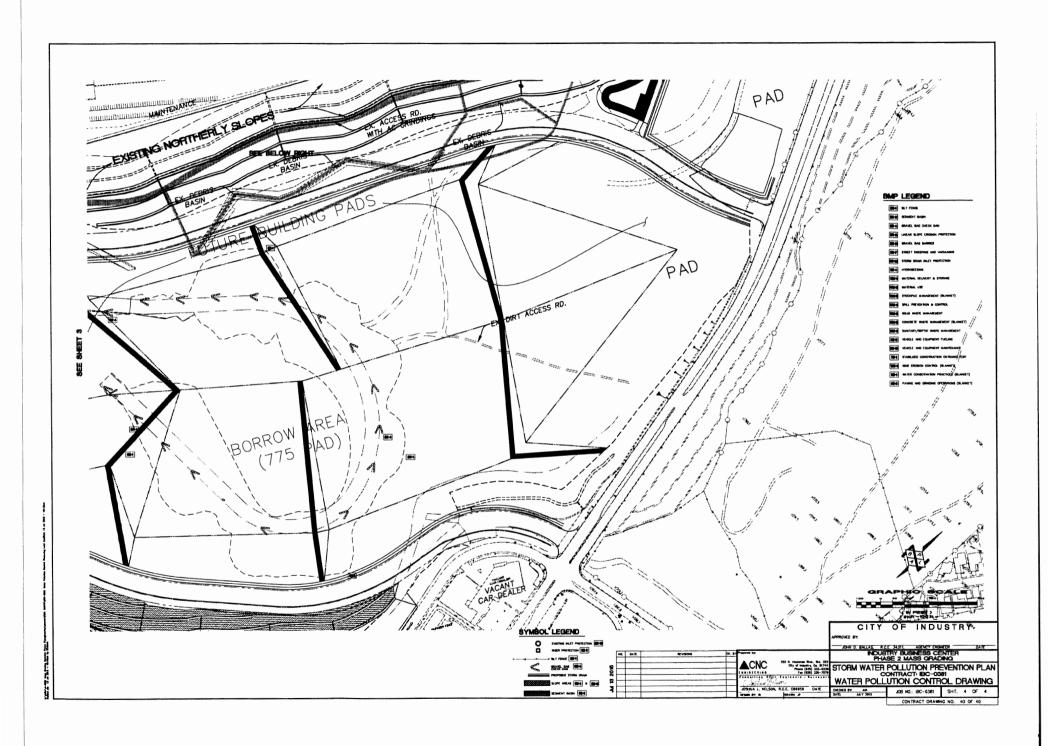
WATER POLLUTION CONTROL DRAWING

JOB NO.: IBC-0381 SHT. 2 OF 4 CONTRACT DRAWING NO. 38 OF 40

JOSHUA L NELSON, R.C.E. CS6959 DATE



CONSTRUCTION PLAN



SUCCESSOR AGENCY

ITEM NO. 5.8

## MEMORANDUM

To:

Honorable Chairman and Members of the Successor Agency to the

Industry Urban-Development Agency Board

From:

Paul J. Philips, Executive Director Paul Philips

Staff:

Clement N. Calvillo, CNC Engineering

Joshua Nelson, CNC Engineering

Date:

September 15, 2015

SUBJECT: Industry Business Center Roadways, Sewer, Dry Utilities & Slope

Landscaping and Grand Avenue Widening - IBC-0384

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

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

The above project was authorized for solicitation of bids by the Successor Agency on July 23, 2015, for an estimated cost of \$28,200,000.00. The Notice Inviting Sealed Bids was advertised in the San Gabriel Valley Tribune on August 11, 2015 and August 18, 2015. It was also advertised in Construction Bidboard, Inc. and in Mc Graw Hill, trade publications, on August 7, 2015.

Since ROPS Line Item No. 217 was previously denied by Finance, all related contracts must first be executed by the contractor, approved by both the Successor Agency and Oversight Board and then submitted to the Department of Finance for their review and approval. Such approval or reinstatement by Finance for the Industry Business Center Roadways, Sewer, Dry Utilities & Slope Landscaping and Grand Avenue Widening contract is needed at this time as this contract is also being placed on the upcoming ROPS 14-15B which is required to be submitted to Finance by October 5, 2015.

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

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

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

Twenty Two (22) contractors obtained plans and specifications for bidding:

A.D. Wilson, Inc. Aaron O' Brian All American Asphalt CA Rasmussen, Inc. iSqFt, Inc. Mike Bubalo Construction OHL USA, Inc. Ortiz Enterprise California Professional Engineering Chumo Construction, Inc. Environmental Construction Excel Paving Griffith Company H & H General Contractor International Line Builders Pacific Restoration Group, Inc.
Pierre Landscape
Shawnan
Shimmick Construction, Inc.
Steiny & Company, Inc.
Sully-Miller Contracting Company
USS Cal Builders

Bids were received and opened on September 15, 2015, at 10:00 a.m., in the City Administrative Offices. CNC Engineering has reviewed the bids which appear to be in order the low bid was submitted by, All American Asphalt, Corona, California, in the amount of eighteen million, seven hundred eighty-four thousand dollars and no cents. (\$18,784,000.00).

It is hereby recommended that the Successor Agency Board award the contract to All American Asphalt for the amount stated above, and that this award be contingent on the approval by both the Oversight Board and California Department of Finance.

PP/CC/JN:jv

## **BID RESULTS**

# SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY CONTRACT NO. IBC-0384

# INDUSTRY BUSINESS CENTER ROADWAYS, SEWER, DRY UTILITIES & SLOPE LANDSCAPING AND GRAND AVENUE WIDENING

BID OPENING: SEPTEMBER 15, 2015 at 10:00 A.M. ESTIMATE: \$28,200,000.00

BIDDER	BID BOND	BID AMOUNT
All American Asphalt	10%	\$18,784,000.00
C.A. Rasmussen, Inc.	10%	\$19,045,410.84*
Griffith Company	10%	\$19,219,332.83
Sully-Miller Contracting Company	10%	\$20,264,231.91
OHL USA, Inc.	10%	\$20,265,507.51*
PALP, Excel Paving Company	10%	\$21,647,325.65
USS Cal Builders	10%	\$26,440,105.96*

<sup>\*</sup>This indicates a corrected bid to rectify mathematical or clerical errors.

#### SECTION C

#### AGREEMENT

THIS AGREEMENT	, made and entered into this	s <u>24th</u> day of _	September	, 201 <u>5</u> , by and
between the SUCC	ESSOR AGENCY TO THE	INDUSTRY URE	AN-DEVELOPN	MENT AGENCY
hereinafter designa	ted as "AGENCY", and	All American Asp	halt	_,hereinafter
designated as "Con	tractor".			
WITNESSETH:	That the parties hereto mut	ually agree as fo	llows:	

#### ARTICLE I

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

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY PROJECT NO. 384

# INDUSTRY BUSINESS CENTER ROADWAYS, SEWER, DRY UTILITIES & SLOPE LANDSCAPING AND GRAND AVENUE WIDENING

CONTRACT NO. IBC-0384

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

### **ARTICLE II**

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

#### ARTICLE III

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

### ARTICLE IV

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

#### **ARTICLE V**

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

- Standard Specifications for Public Works Construction, Latest Edition, and all supplements
- 2. General Provisions of the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY (Section D)
- 3. Special Provisions
- Instructions to Bidders
- 5. Notice Inviting Bids
- Bid Schedule
- Addenda
- 8. City of Industry Standard Drawings
- 9. Project Drawings
- Permits with Attachments

### **ARTICLE VI**

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

## **ARTICLE VII**

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

## IN WITNESS WHEREOF:

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

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY	All American Asphalt
OWNER	CONTRACTOR
BY: Mark D. Radecki	BY: EDWARD J. CARLSON
TITLE: Chairman	TITLE: VICE PRESIDENT
SIGNATURE:	SIGNATURE: / Mand/ fact
DATE:	DATE: SOPT 16, 2015

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	
County of Riverside  On September 16, 2015 before Date	re me, B. Royster, Notary Public  Here Insert name and Title of the Officer
personally appeared	Edward J. Carlson
B. ROYSTER Commission # 2083832 Notary Public - California Riverside County My Comm. Expires Oct 26, 2018  Place Notary Seal Above	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.  WITNESS my band and official seal.  Signature  Signature of Notary Public
Though the information below is not	TIONAL required by law, it may prove valuable to person relying on the document
and could prevent fraudule  Description of Attached Document	ent removal and reattachment of this form to another document.
•	- Successor Agency to the Industry Urban-Development Agenc
	Number of Pages: 3
Signer(s) Other Than Named Above:	None
Attorney in Fact	□ Individual
Signer is Representing: All American Asphalt	Signer is Representing:

#### SECTION C

#### **BID SCHEDULE**

FOR

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY PROJECT NO. 384

INDUSTRY BUSINESS CENTER ROADWAYS, SEWER, DRY UTILITIES & SLOPE LANDSCAPING AND GRAND AVENUE WIDENING

CONTRACT NO. IBC-0384

BIDDER: AU AMERICAN ASPHACT

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.	UNIT MEAS.	UNIT	TOTAL
SCHE	DULE A - MISCELLANEOUS ITEMS SITE GRAD	DING		111-22	
1.	Mobilization	1	LS		590,000-
2.	Clearing and grubbing	1	LS		399759.W
3.	Storm Water Pollution Prevention Plan, including but not limited to implementation, sampling/testing, and BMPs not included in other bid items	1	LS		75000-
4.	Unclassified excavation from local borrow area and place as compacted fill	710	CY	15.00	10,650.00
SCHE	DULE B - GRAND AVENUE WIDENING	SCHEDI	ULE A - SI	JBTOTAL	1,075,409
1.	Saw cut and remove existing AC pavement by cold milling and place on access roads throughout the project site (assume existing pavement is approximately 6" thick)	143,025	SF	0.24	34,326.00
2.	Saw cut and remove existing curb and gutter (removal of base material is included in the unclassified excavation bid item)	7,790	LF	4.75	37,002.50
3.	Saw cut and remove existing concrete pavement (removal of base material is included in the unclassified excavation bid item)	435	SF	1.60	696.00

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT	TOTAL	
4.	Saw cut and existing concrete sidewalk (removal of base material is included in the unclassified excavation bid item)	190	SF	1	199.50	
5.	Saw cut and remove existing PCC driveway (removal of base material is included in the unclassified excavation bid item)	360	SF	1.50	540.00	1000
6.	Remove existing concrete catch basin	. 1	EA	2,800.0	2,800.00	
7.	Construct Type B2 concrete curb and gutter including crushed aggregate base material per City of Industry Std. Plan No. 112	490	LF	15.00	7,350.00	
8.	Remove existing chain link fence	940	. LF	7.15	6,721.00	
9.	Intercept and extend 4" galvanized steel sleeve with 36" of cover and cap ends.	175	LF	25.00	4,375.00	
10.	Remove existing metal beam guardrail with wooden posts	340	ĻF	19.00	6,120.0	•
11.	Construct Type A2 concrete curb and gutter including crushed aggregate base material per City of Industry Std. Plan No. 112	3,750	LF	17.30	64,875.	00
12:	Remove and relocate existing sign	1	EA	200.00	200.00	
13.	Construct PCC sidewalk per City of Industry Std Plan No. 115 including non-expansive base material	42,465	SF	5.20	220,818	.0
14.	Construct Type A3 concrete curb and gutter including crushed aggregate base material per City of Industry Std. Plan No. 112, modified to have a 1" gutter with the lip a quarter of an inch below level	3,075	LF	14.70	45,202	50
15.	Construct 10" JCPC over 5" LCB over 8" Caltrans Class 2 AB including doweling into the existing concrete pavement where applicable	240,250	SF	7.20	1,729,80	1
16.	Remove existing hardscape	2,210	SF	2.20	4,862-	0
17.	Construct pedestrian ramp per City of Industry Std. Plan No. 116 including non-expansive base material Case 1	7	EA	2150.a	15,050	. 01
18.	Median backfill with native soil	1,700	SF	0.60	1,020-0	<b>b</b>
19.	Adjust sewer or storm drain manhole to grade (± 1" to 2")	3	EA	840.00	2,520.	0
20.	Construct guardrail nosing	1	EA	3,250,0	0 3,250.	00
21.	Remove existing landscaping and irrigation	7,580	SF	0.50	3,790.00	+
22.	Restore/refurbish median landscaping including irrigation	920	SF	5.10	4,692.00	
23.	Construct Type B3 concrete curb and gutter including crushed aggregate base material per City of Industry Std. Plan No. 112	35	LF	39.00	1,365.0	0

NO.	DESCRIPTION	APPROX.	UNIT MEAS.	UNIT	TOTAL
24.	Construct chain link fence per APWA Standard Plan 600-3 including barbed wire, no top rall, H=6'	900	LF	25.00	22,500.0
25.	Sawcut and Remove Existing Curb and Gutter and Base Material DELETED-COMBINED WITH BID ITEM NO, 2				
26.	Construct 8" AC Curb per City of Industry Std. Plan 112	960	LF	8.25	7,920.00
27.	Construct AC Pavement	154	TON	95.00	14,630.00
28.	Construct crushed aggregate base or Caltrans Class 2 aggregate base under asphalt pavement	210	TON	20.00	4,200.00
29.	Unclassified excavation to local stockpile	14,500	CY	4.90	71,050.0
		SCHEDI	ULE B - SI	UBTOTAL	2,317,87
	DULE C - TRAFFIC SIGNAL AND STRIPING				
1.	Pavement markings and striping	1	LS		28000-
2.	Signing	1	LS		7000-
3.	Traffic signal modification - Baker/Grand intersection (poles, mast arms, and anchor bolts to be provided by the Agency per Attachment 8)	1	LS		143000-
4.	Traffic signal - A Street/Grand intersection (poles, mast arms, and anchor bolts to be provided by the Agency per Attachment 8)	1	LS		167000-
		SCHEDU	JLE C - SI	JBTOTAL	345,000
	DULE D - "B" STREET IMPROVEMENTS				
1.	Construct AC pavement	9,250	TONS	64.00	592,000.
2.	Construct crushed aggregate base or Caltrans Class 2 aggregate base under asphalt pavement	24,100	TONS	14.00	337, 400.
3.	Construct Type 'A-2' - 8" curb and 24" gutter - per City of Industry Standard 112 including base material	7,800	LF	16.20	126,360
4.	Construct 5' wide PCC sidewalk per City of Industry Standard 115 including base material	55,916	SF	4.60	257,213.
5.	Construct sidewalk access ramp per City of Industry Standard 116 including base material	4	EA	1,700.00	6,800.0
6.	Construct 3' wide x 18" deep V-Ditch per Detail	2,935	· LF	20.25	
7,	Fine grading including scarifying and recompacting the subgrade for street work	336,000	SF	0.22	73,920.
		SCHEDU	JLE D - SU	JBTOTAL	1 110 150

Part Contract		APPROX.	UNIT	UNIT	
NO.	DESCRIPTION	QTY	MEAS.	PRICE	TOTAL
SCHE	DULE E - STORM DRAIN IMPROVEMENTS	AC AC			
1.	Install 18" RCP (D-load per plan)	187	LF	128.00	27,936.0
2.	Install 24" RCP (D-load per plan)	124	. LF	139.00	17, 236.00
3.	Construct manhole per APWA Standard Plan 321-2	1	EA	6,630,4	6,6 30.00
4.	Construct concrete collar per APWA Standard Plan 380-4	2	EA	1,150.00	2,300.00
5.	Flared end section Type B per Caltrans Standard Plan D94A	1	EA	2,600:00	2,600.00
6.	Construct curb opening catch basin per APWA Standard Plan 300-3 including local depression per City of Industry Standard Plan No. 212 (w=10 feet)	4	EA	8,000.00	32,000.
7.	Construct curb opening catch basin per APWA Standard Plan 300-3 including local depression per City of Industry Standard Plan No. 212 (w=4 feet)	1	EA	6,700.00	6,700.00
8.	Install 8" schedule 40 perforated subdrain	, 827	LF	74.00	61,199.00
9.	Install 12" schedule 40 perforated subdrain	182	LF	110.00	20,020.0
10.	Install 18" schedule 40 perforated subdrain	226	LF	178.00	40,239.60
11.	Construct basin outlet structure per plan	1	EA	92,000.4	92,000.
12.	Construct impact energy dissipator per plan	1	EA	127,000.	127,000.
13.	Medium gravel in basin	3,700	CY	57.00	210,900.0
14.	Medium sand in basin	1,850	CY	56.00	103,600.
15.	Remove and relocate existing rip rap around the perimeter of the basin at the direction of the engineer		LS		50000-
		SCHEDI	JLE E - SU	BTOTAL	794,349
SCHE	DULE F - SEWER IMPROVEMENTS				
1.	Sewer diversion	1	LS		27,000.00
2.	Remove & replace existing AC pavement for sewer line installation	4,057	SF	8.90	36,107.30
3.	Install 8" extra strength vitrified clay pipe	460	LF	74.00	34,040.0
4.	Install 10" extra strength vitrified clay pipe	4,058	LF	94.00	381,452.0
5.	Install 12" extra strength vitrified clay pipe	605	LF	141.00	85,305.
6.		The state of the s	LF	ALL REPORTS	The state of the s

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT	TOTAL
7.	Construct standard manhole per Los Angeles County Department of Public Works Standard Plan 2003-2	18	EA	5,800.00	104,400.00
8.	Construct shallow manhole per APWA Standard Plan 201-2	4	EA	5,800.00	73,200.00
9.	Jack & bore 24" steel casing	100	LF	1,200.00	120,000.00
		SCHED	ULE F - SI	JBTOTAL	834,205.
SCHE	DULE G - ELECTRICAL				
PUC	SUBSTRUCTURE WORK				
1.	Trenching and backfill in asphalt (includes surface restoration)	528	LF	51.00	26,928.00
2.	Trenching and backfill in dirt	10,323	LF	14.30	147,618.90
3.	8-6" conduit with full encasement (2,02 sack)	4,160	LF	57.00	237,120.0
4.	6-6" conduit with full encasement (2.02 sack)	899	LF	43.00	38,657.00
5.	4-6" conduit with full encasement (2.02 sack)	4,013	LF	24.50	114,370.50
6.	2-6" conduit with full encasement (2.02 sack)	2,170	LF	14.30	31,031.00
7.	4-5" conduit with full encasement (2.02 sack)	30	LF	26.50	195.00
8.	2-5" conduit with full encasement (2.02 sack)	659	LF	13.25	8,731.75
9.	2-4" conduit with full encasement (2.02 sack)	4,808	LF	12.25	58,898.00
10.	1-4" conduit with full encasement (2.02 sack)	30	LF		210.00
11.	1-3" conduit with full encasement (2.02 sack)	6,827	LF	5.60	38,231.20
12.	1-2" conduit with full encasement (Communication) (2.02 sack)	11,340	LF	4.10	46,494.00
13,	Bore (includes pits & casing)	110	LF	835.00	91,850.00
14.	PME box pad 78"x90"	9	EA		23,400.00
15.	Vault (pre-cast manhole 6'x12'x7')	11	EA	23,500.00	258,500.0
16.	Vault (pre-cast manhole 7'x14'x8')	3	EA	27,500.0	82,500.00
17.	Transformer pad (pre-cast 48"x54")	4	EA	1,600.00	6,400.00
18.	1-5" conduit with full encasement (2.02 sack)	110	LF	7.00	770,000.

NO.	DESCRIPTION	APPROX.	UNIT MEAS.	UNIT	TOTAL
19.	4-4" Telco Conduit with sand shaded	3,774	2. <b>L</b> F	20.40	76,989.60
20.	2-4" Telco Conduit with sand shaded	5,125	IE/S		
	。 [1] [1] [1] [1] [1] [1] [1] [1] [1] [1]	A Company of the Company	- '6	1016/0.7	54275.0
21.	Verizon vaults (6'x12'x7")	10	EA	12,300.	0 123,000.
PUC	STREET LIGHT SUBSTRUCTURES				
22.	Trench street light only in dirt	6,178	<b>Figure</b>	6.15	37,994.70
23.	Concrete handholes (10.5"x17"x12")	76	EA	205.00	
24.	1.5" Schedule 40 conduit (sand shaded)	4,533	LF		
传作品	上面的。如此行为的特殊的人的数据,而使用性处理后的。	時期,可以此一個		5.60	25,384.80
25.	3" Schedule 40 conduit (sand shaded)	5,027	LF	4.60	23,124.20
SOUT	HERN CALIFORNIA GAS CO. TRENCH WORK	To the control of the control	western I will be to make the		
26.	Gas line trench including bedding, shading,	3,840			
	and backfill per Southern California Gas			13.50	51,840.00
	Company specifications	医卵巢结合外外			
		SCHEDU	JLE G - SI	UBTOTAL	1,618,693.
SCHE	DULE H - LANDSCAPE AND IRRIGATION		170		
1.	Booster pump system for system 'E'	1	EA	34,700,0	34,700.00
2.		1	ΕΛ	71/100	11100
2.	Irrigation controller assembly 'A' (controller, enclosure, master valve relay,	1	EA		
	surge protectors, grounding rod kits,			10'00	a con la
	hydrometers, valve decoders, sensor decoder,			18,870.0	18,870.00
	two-wire cable, mounting pad)				
3.	Irrigation Controller Assembly 'B'	1	EA		
3.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay,	1	EA		
3.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits,	1	EA	24,480.4	24,480.00
3.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor	1	EA	24,480.4	24,480.00
	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad)			24,480.	24,480.00
3.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C'	1	EA		24,480.00
	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay,				
	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor			24,480.4 29,600.	24,480.00
4.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad)		EA		
	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D'				
4.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D' (Controller, Enclosure, Master Valve Relay,	1	EA	29,600.	29,600.00
4.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits,	1	EA	29,600.	29,600.00
4.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor	1	EA	29,600.	
4.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad)	1	EA	29,600.	29,600.00
4.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'E' (Controller, Enclosure, Master Valve Relay,	1	EA	29,600. 24,500.0	29,600.00
4.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'E' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Surge Protectors, Grounding Rod Kits,	1	EA	29,600.	29,600.00
4.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'E' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor	1	EA	29,600. 24,500.0	29,600.00
<ul><li>4.</li><li>5.</li><li>6.</li></ul>	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'E' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad)	1	EA EA	29,600. 24,500.0	29,600.00
4.	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'E' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Purple Class 200 PVC Gasketed Type	1	EA	29,600. 24,500.00 27,600.0	29,600.00
<ul><li>4.</li><li>5.</li><li>6.</li></ul>	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'E' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Purple Class 200 PVC Gasketed Type Recycled Water Pressure Mainline with Ductile	1	EA EA	29,600. 24,500.0	29,600.00
<ul><li>4.</li><li>5.</li><li>6.</li></ul>	Irrigation Controller Assembly 'B' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'C' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'D' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Irrigation Controller Assembly 'E' (Controller, Enclosure, Master Valve Relay, Surge Protectors, Grounding Rod Kits, Hydrometers, Valve Decoders, Sensor Decoder, Two-Wire Cable, Mounting Pad) Purple Class 200 PVC Gasketed Type	1	EA EA	29,600. 24,500.00 27,600.0	29,600.00

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT	TOTAL
9.	Purple Class 315 PVC Solvent Weld Type Recycled Water Pressure Mainline - 3"	13,670	LF	7.15	97,740.5
10.	UVR Schedule 40 PVC Solvent Weld Type Pressure Mainline On-Grade - 6"	240	LF	12.25	2,940.00
11.	UVR Schedule 40 PVC Solvent Weld Type Pressure Mainline On-Grade - 4"	680	, LF	8.15	5,542.00
12.	UVR Schedule 40 PVC Solvent Weld Type Pressure Mainline On-Grade - 3"	710	LF	6:15	4,366.50
13.	Purple Schedule 40 PVC Mainline Sleeve - 12"	40	LF	31.00	1,240.00
14.	Purple Schedule 40 PVC Mainline Sleeve - 8"	150	LF	17.00	2,550.00
15.	Purple Schedule 40 PVC Mainline Sleeve - 6"	410	LF	12.00	4,920.0
16.	Purple Schedule 40 PVC Wire Sleeve - 1 1/2"	600	LF	4.00	2,400.00
17.	UVR Schedule 40 PVC Wire Sleeve for On- Grade Wire Runs - 1 1/2"	1,630	LF	3.20	5,216.00
18.	Purple Schedule 40 PVC Solvent Weld Type Recycled Water Buried Lateral Line - 3"	2,700	LF	6-10	16,470.00
19.	Purple Schedule 40 PVC Solvent Weld Type Recycled Water Buried Lateral Line - 2 1/2"	11,500	LF	5.15	59,225.0
20.	Purple Schedule 40 PVC Solvent Weld Type Recycled Water Buried Lateral Line - 2"	10,600	LF	4.30	45,580.00
21.	Purple Schedule 40 PVC Solvent Weld Type Recycled Water Buried Lateral Line - 1 1/2"	5,700	LF	3.90	22,230.6
22.	Purple Schedule 40 PVC Solvent Weld Type Recycled Water Buried Lateral Line - 1 1/4"	8,600	LF	3.80	32,680.0
23.	Purple Schedule 40 PVC Solvent Weld Type Recycled Water Buried Lateral Line - 1"	9,900	LF	3.60	35,640.00
24.	Purple Schedule 40 Solvent Weld Type Recycled Water Buried Lateral Line - 3/4"	26,000	LF	3.40	88,400.0
25.	UVR Schedule 40 PVC Solvent Weld Type On-Grade Lateral Line - 3"	100	LF	6.00	600.00
26.	UVR Schedule 40 PVC Solvent Weld Type On-Grade Lateral Line - 2 1/2"	200	LF	5.00	1,000.00
27.	UVR Schedule 40 Solvent Weld Type On- Grade Lateral Line - 2"	3,200	LF	3.60	11,520.0
28.	UVR Schedule 40 PVC Solvent Weld Type On-Grade Lateral Line - 1 1/2"	9,900	LF	3.20	31,680.00
29.	UVR Schedule 40 PVC Solvent Weld Type On-Grade Lateral Line - 1 1/4"	31,000	LF	2.90	89,900-0
30.	UVR Schedule 40 PVC Solvent Weld Type On-Grade Lateral Line - 1"	28,500	LF	7.55	72,675.0
31.	UVR Schedule 40 PVC Solvent Weld Type On-Grade Lateral Line - 3/4"	56,000	LF	2.20	123,200.
32.	Cal-Val Pressure Regulator - 4"	1	EA	5,100.	5,100.00
33.	Yardney SB-3 Series Basket Strainer with Purple Epoxy Coating —Flanged 80 Mesh	2	EA	3,700.00	7,400.00

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
34.	Yardney SB-4 Series Basket Strainer with Purple Epoxy Coating –Flanged 80 Mesh	3 .	EA	4,600.00	13,800.00
35.	Nibco F-619-SON Series Flanged Iron Gate Valve- 4" and Larger	53	EA	1,600.00	84,800.00
36.	Nibco T-580-70 Two Piece Bronze Ball Valve- 3" and Smaller	26	EA	780.00	20,280.00
37.	Nelson #7645 Acme Threaded Quick Coupler	165	EA	290.00	47,850.00
38.	Jain Irrigation ARV-2 Series Air Release Valve	25	EA	370.00	9,250.00
39.	Rain Bird PESB-R+PRS-D Electric Control Valve with Pressure Regulation - 1"	161	EA	375.00	60,375.00
40.	Rain Bird PESB-R+PRS-D Electric Control Valve with Pressure Regulation - 1 1/2"	501	EA	460.00	230,460
41.	Rain Bird PESB-R Electric Control Valve with 1" Senninger PMR-30 Pressure Regulator and 1" Netafim 'Techfilter' with Treflan Discs - for Drip Line Systems	6	EA	400.00	2,400.00
42.	Kbi KSC-X-S Series Lateral Line Swing Check Valve – Estimated Quantity	1,500	EA	36.00	54,000.00
43.	Kbi KC2-X-S Series Lateral Line Spring Check Valve – Estimated Quantity	1,500	EA	39.00	58,500.
44.	Rain Bird RD-12-S-P30-F-NP - Spray	1,500	EA	3600	54,000.00
45.	Rain Bird PA-8S-PRS - Spray	1,050	EA	35.70	37,485.00
46.	Rain Bird RD-12-S-P30-F-NP - Rotary	320	EA	39.00	12480.00
47.	Rain Bird PA-8S-PRS - Rotary	100	EA	39.00	3,900.00
48.	Rain Bird RD-04-S-P30-F-NP - Trees	1,910	EA	27.00	51,570.00
49.	Rain Bird 5012-PC/FC-R-S-NP - Rotor	575	EA	51.00	29,325.00
50.	Rain Bird 5000-PC/FC-R-S-NP - Rotor	3,950	EA	50.50	199,475.0
51.	Netafim TLRW6-12XX Drlp Line Tubing	5,600	SF	1.05	5,880.00
52.	Netafim Tlavrv Series Air/Vacuum Release Valve	6	EA	62.00	372.00
53.	Netafim TL050MFV-1 Series Automatic Flush Valve	12	EA	65.00	780.00.
54.	Netafim #10-F-01 Series Operation Indicator	12	EA	20.00	240.00
55.	15 Gal Trees	881	EA	97.00	86,457.0
56.	24" Box Trees	267	EA	280,00	74,760.00

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT	TOTAL	
57.	24 B.T.H Date Palms	25	EA	4,000,0	102,000.	00
58.	36" Box Trees	62	EA	612.00	37,944.0	0
59.	48" Box Trees	63	EA	1,326.00	83,538.	00
60.	96" Box Trees	15	EA	19,380.	290,700.	00
61.	5 Gal Shrubs	3,283	EA	17.40	57,124.2	<b>b</b>
62.	15 Gal Shrubs	109	EA	92.00	10,028-	0
63.	1 Gal Shrubs / Ground Cover	137,270	EA	5.85	803,029	50
64.	2 Gal Ground Cover	. 475	EA	21.00	9,975.00	
65.	Hydroseed	318,546	SF	0.07	22,298.2	2
66	3" Thick Mulch	2,438,550	SF	0.33	804,721.	50
67.	Weed Abatement/Clear and Grubbing	2,754,886	SF	0.08	220,390	88
68.	Landscape Maintenance for 2,754,886 SF	12.	MONTH	8,000.00	96,000.	0
69.	Soil Preparation	2,754,886	SF	0.11	416,27	48
70.	Monument Sign, including embedded boulders	4	ĒΑ	92,000.00	368,000.	00
71.	Boulders set in Monument Sign DELETED					
72.	Landscape Boulders	76	EA	133.60	10,108.00	
73.	River Rock Cobble Over Weed Barrier	62,113	.SF	2.60	161,493.8	0
		SCHEDU	JLE H - SL	BTOTAL	5,824	13.5
SCHE	DULE I - COST TO DEFER THE START OF COM	STRUCTION			5,631,3	41.50
1.	Monthly cost to defer the start of construction beyond January 4, 2016	6	МО	2000-	12000-	
		SCHED	ULE I - SL	BTOTAL	12000 -	
SCHE	DULE J - CONTINGENCY ITEM		分野·克 (1)			- 0-9
1	Contingency for unforeseen conditions	1	LS		\$4,700,000	
	一种位在此的。其时间的第三人称:第二	SCHEDU	JLE J = SL	BTOTAL	\$4,700,000	12-

SCHEDULE A – SUBTOTAL	1,075,409.64
SCHEDULE B - SUBTOTAL	2,317,874.50
SCHEDULE C - SUBTOTAL	345,000.00
SCHEDULE D - SUBTOTAL	1,453,127,35
SCHEDULE E - SUBTOTAL	796,348.00
SCHEDULE F - SUBTOTAL	834,205.30
SCHEDULE G - SUBTOTAL	1,618,693.65
SCHEDULE H - SUBTOTAL	5,631,341.56
SCHEDULE I - SUBTOTAL	12,000.00
SCHEDULE J = SUBTOTAL	\$4,700,000
GRAND TOTAL (INCLUDING CONTINGENCY)	18,784,000.00

I hereby certify that on Aug 26, 2015, LON SACCIDO, P. M. 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:

AU AMERICAN ASPHALT CONTRACTOR NAME

ecarlson@allamericanasphalt.com

/00000105

PRINT NAME

# **BIDDER'S INFORMATION SHEET**

Receipt of the following addenda is hereby ac	cknowledged. (If none so, state.)
#1 [bond ] face	#4 (direct/fred
#2 (dond) / fact	\$5 /had//w/
#3 (doard) furt	#6 Man//m
RETENTION MONEY OPTION: Please initia	I one of the following options.
1. I will provide securities in lieu of mornitials performance under the contract as p	nies to be withheld to ensure per Paragraph 65, General Provisions.
2. I will not provide securities in lieu of Initials the contract.	monies to ensure performance under
AU AMERICAN ASPHALT Bidder O. C.	Signature 2
Mailing Address	Print Name N
COLONA, CA 92878 City/State/Zip	Title
951 736-7600	# 267673 A, C-/2 License No./Class
Telephone (951) 736 - 7646	1-31-16
Fax ,	Expiration Date
Underline one of the following: The Bidder is a	(Partnership) (Corporation) (Individual).
	ns interested in this sealed bid are: (See Section B, AU AMERICAN ASPHALT - CORP.
AFFIX CORPORATE SEAL	MARK LUBR, PRESIDENT BOWARD J. CARLSON, VICE PRES MICHAEL RARKAS, SECRETARY
	BOWARD J. CARLSON, VICE PRES
	MICHAEL PARKAS, SECRETARY

### **CONTRACTORS LICENSE AFFIDAVIT**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY PROJECT NO. 384

INDUSTRY BUSINESS CENTER ROADWAYS, SEWER, DRY UTILITIES & SLOPE LANDSCAPING AND GRAND AVENUE WIDENING
CONTRACT NO. IBC-0384
BDWARD J. CARUSON, being first duly sworn, deposes and says that  Name  he or she is VICE PROSIDENT, of AU AMERICAN ASPHACT  Title Name of Firm
License Number  A, C-/2  Classification
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.
SEPT. 14, 2015 SIGNATURE EDWARD J. CARLSON, V.P.

STATE OF CALIFORNIA

RIVERSIDE COUNTY OF LOS ANGELES

### **BIDDER'S LIST OF CONSTRUCTION TRADES**

In submitting this bid for the following project:

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY PROJECT NO. 384

# INDUSTRY BUSINESS CENTER ROADWAYS, SEWER, DRY UTILITIES & SLOPE LANDSCAPING AND GRAND AVENUE WIDENING

CONTRACT NO. IBC-0384

AU AMERICAN ASPHALT	_ certifies that:
Bidder	
The following listed construction trades will be used in the work.	
CEMENT MASONS	
LABORELS	
OPERATING ENGINEERS	
TEMMSTERS	

Signature of Authorized BOWARD J. CARLSON Representative of Bidder VICE PLES

### **NON-COLLUSION DECLARATION**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY PROJECT NO. 384

# INDUSTRY BUSINESS CENTER ROADWAYS, SEWER, DRY UTILITIES & SLOPE LANDSCAPING AND GRAND AVENUE WIDENING

CONTRACT NO. IBC-0384

CONTRACTOR: AU AMERICAN ASPHACT
BUSINESS ADDRESS:  P.O. BOL 2229  COLONA, CA 92878
In submitting this bid for the project:  I, EDWALD J. CALLSON , 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
SIGNATURE EDWARD J. CARLSON, V.P.

#### **SUBCONTRACTORS LISTING - PAGE 1**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY PROJECT NO. 384

# INDUSTRY BUSINESS CENTER ROADWAYS, SEWER, DRY UTILITIES & SLOPE LANDSCAPING AND GRAND AVENUE WIDENING

### CONTRACT NO. IBC-0384

(See Paragraph 13 - Instructions to Bidders)

1.	Name: HYDRO SPROUT
	Address: 460-A CORPORATE DR ESCONDIDO, CA
	Email: dean@hydrosprout.com
	Telephone #: 760.432-8233 Fax #: 760-432-8146
	License #: 582303 DIR# 100000 57 71
	Portion of Work: HDROSEED
2.	Name: SOUTHWEST VDITCH
	Address: 3625 PLACENTIA LANE - PIVERSIDE, CA
	Email: Keith@ swvd itch. com
	Telephone #: 951-300-2973 Fax #: 951-781-2774
	License #: 569779 DIR# 100004410
	Portion of Work: V DITCH
3.	Name: ACE FENCE COMPANY
	Address: 727 GLENDURA AVE. LA PUENTE
	Email: NA
	Telephone #: 626.333.0727 Fax #: 626.333.7843
	License #: 994577 DIR# 1000004092
	Portion of Work: FENGE & GVAKO PAIL

### **SUBCONTRACTORS LISTING - PAGE 2**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY PROJECT NO. 384

# INDUSTRY BUSINESS CENTER ROADWAYS, SEWER, DRY UTILITIES & SLOPE LANDSCAPING AND GRAND AVENUE WIDENING

CONTRACT NO. IBC-0384 (See Paragraph 13 - Instructions to Bidders)

4.	Name: KATO LANDSCAPE
	Address: 18182 BULHARD ST. FOUNTAIN VALLEY
	Email: KATO. LANOS Q YAHOO. COM
	Telephone #: 719.963.4615 Fax #: 714.963.6429
	License #: 806122 DIR# 100000084
	Portion of Work: LANDSCAPE - PURTION
5.	Name: MSL EVECTRUC
	Address: 4938 E. LA PALMA AVE. ANAHEIM
	Email: BRYAN@ MSLELECTRIC.COM
	Telephone #: 719. 693. 4837 Fax #: 714.693.4838
	License #: 822450 DIR# 100000550
	Portion of Work: TRAFFIC SIGNAL
6.	Name: AD. WILSON .
	Address: 9078 CRESTVEW DR. NORLO
	Email: NA
	Telephone #: 951. 737. 38 22 Fax #: 951 . 757. 9528
	License #: 333979 DIR# 1000027035
	Portion of Work: ELECTRI CAL

#### **SUBCONTRACTORS LISTING - PAGE 2**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY PROJECT NO. 384

# INDUSTRY BUSINESS CENTER ROADWAYS, SEWER, DRY UTILITIES & SLOPE LANDSCAPING AND GRAND AVENUE WIDENING

CONTRACT NO. IBC-0384 (See Paragraph 13 - Instructions to Bidders)

4.	Name: BRAND SIGN & DESIGN
	Address: 520 S. CENTRAL PARK AVE. E ANAHEIM, CA
	Email: NA
	Telephone #: 714.284.050b Fax #: 714.284.0300
	License #: 641391 DIR# 60006083
	Portion of Work: MONUMENT SIGN
5.	Name: BC TRAFFIC SPECIALIST
	Address: 638 W. SOUTHERN AVE DRANGE, CA
	Email: NA
	Telephone #: 714.974.1190 Fax #: 714.974.1753 **
	License #: 877684 DIR# 100000 5583
	Portion of Work: STPIPING & SIGNS
6.	Name: O DUFFY CONSTRUCTION
	Address: 24034 GUNTHER RD. ROMOLAND, CA
	Email: NA
	Telephone #: 951.928.0992 Fax #: 951.928.9997
	License #: 647 025 DIR#1000012167
	Portion of Work: STURM DRAIN & SEWELL - PURTIUN



# Contractor's License Detail for License # 267073

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 9/15/2015 4:44:52 PM

#### **Business Information**

ALL AMERICAN ASPHALT
P O BOX 2229
CORONA, CA 92878
Business Phone Number:(951) 736-7600

Entity Corporation Issue Date 01/19/1971 Expire Date 01/31/2016

License Status

This license is current and active.

All information below should be reviewed.

#### **Classifications**

A - GENERAL ENGINEERING CONTRACTOR C12 - EARTHWORK AND PAVING

#### **Bonding Information**

Contractor's Bond

This license filed a Contractor's Bond with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

Bond Number: 08727441 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 LPM7627119 for LUER MARK ALBERT in the amount of \$12,500 with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

Effective Date: 12/30/2011

**BQI's Bond History** 

### **Workers' Compensation**

Check A License - License Detail - Contractors State License Board

https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/LicenseDeta.

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY

Policy Number: WC59320570 Effective Date: 08/01/2013 Expire Date: 08/01/2016 Workers' Compensation History

# **Other**

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

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