



SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA
DECEMBER 22, 2016 8:30 A.M.

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

Addressing the Agency:

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

Americans with Disabilities Act:

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

Agendas and other writings:

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

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

5. **BOARD MATTERS**

- 5.1 Consideration of Resolution No. SA 2016-20 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING THE PURCHASE AGREEMENT BETWEEN THE AGENCY AND 333 TURNBULL, LLC, FOR THE PROPERTY LOCATED AT 333 TURNBULL CANYON ROAD, CITY OF INDUSTRY, AND MAKING THE REQUISITE CEQA FINDINGS.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-20.

- 5.2 Consideration of Amendment No. 3 to the Agreement for Consulting Services with Stearns, Conrad and Schmidt ("SCS") Consulting Engineers, Inc., for the Mass Grading of the Industry Business Center (East), in the amount of \$31,650.00, for a total Agreement amount not-to-exceed \$872,550.00, through December 31, 2020.

RECOMMENDED ACTION: Approve the Amendment.

- 5.3 Consideration of Amendment No. 2 to the Professional Services Agreement with Jacobs Engineering Group, Inc., for the State Route 60 Interchange and Lemon Avenue Project, in the amount of \$281,143.64, for a total Agreement amount not-to-exceed \$4,866,813.73, through December 31, 2020.

RECOMMENDED ACTION: Approve the Amendment.

6. Adjournment. Next regular Successor Agency meeting will be on Thursday, January 26, 2017, at 8:30 a.m.

SUCCESSOR AGENCY

ITEM NO. 5.1

*(The Purchase Agreement will be provided prior
to the Meeting.)*



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

FROM: James M. Casso, Successor Agency Counsel

DATE: December 22, 2016

SUBJECT: Consideration of a Resolution Approving an Agreement for the Purchase of 333 Turnbull Canyon Road, City of Industry by 333 Turnbull, LLC, and making Requisite CEQA Findings

BACKGROUND: Under the provisions of ABX1 26 (the “Dissolution Act”), redevelopment agencies, including the Industry Urban-Development Agency (the “Agency”), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies.

The Dissolution Act requires the Successor Agency to the Industry Urban-Development Agency (the “Successor Agency”) to dispose of all Agency-owned property expeditiously and in a manner that maximizes value. In an effort to comply with the provisions of the Dissolution Act, the Successor Agency plans to enter into a purchase agreement (the “Agreement”) with 333 Turnbull, LLC, (the “Developer”) for the property located at 333 Turnbull Canyon Road, Industry, California 91745 (the “Property”).

The attached Resolution sets forth the requisite findings pursuant to CEQA and it ensures that the proposed purchase, which awaits Oversight Board and Department of Finance approval, is in compliance with California law.

DISCUSSION: The Developer intends to use the Property to expand the operations of Snak King Corporation (“Snak King”). Snak King is a manufacturer of snack foods, employing over 550 people and operating more than 260,000 square-foot of manufacturing and warehouse space in the City. The Developer’s purchase of the Property will assist Snak King in expanding its operations, as it has outgrown its current facility.

The Developer will purchase the Property from the Successor Agency for \$8,250,000.00, which is an amount within the range of the appraised fair market value. Further, at the close of escrow, the Developer will reimburse the City for the cost of the appraisal and for its legal costs, in an amount not to exceed \$15,000.00. The Agreement requires an \$825,000.00 refundable deposit at the opening of escrow, which will become non-refundable upon the expiration of the Due Diligence Period (as that term is defined in the Agreement).

The Property is approximately 6.63 acres with a 128,000 square-foot industrial building. The Developer proposes to make improvements to the building, including possibly reconfiguring the building to facilitate the distribution of Snak King's products.

Close of escrow will occur within 75 days after opening escrow. However, the close of escrow may be extended upon written consent of the Developer and the Executive Director of the Successor Agency.

The Developer's proposed development of the Property will comply with the City's General Plan and Zoning Code.

BUDGET IMPACT: Based on an appraisal by Stephen G. White, MAI, the Property is valued between \$6,945,000.00 and \$7,375,000.00. The value of the Property is based on the approximately 289,000 square feet of land area zoned for industrial use minus the estimated cost of demolishing the 128,000 square-foot industrial building. The cost of demolition is estimated to be \$1,000,000.00. The Developer has agreed to pay \$8,250,000.00, an amount within the range of the appraised fair market value of the Property without the demolition.

RECOMMENDATION: Staff recommends that the Board adopt the attached Resolution, approving the Agreement between the Successor Agency and the Developer for the Property.

Attachments:

Resolution
Purchase Agreement

RESOLUTION NO. SA 2016-20

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING THE PURCHASE AGREEMENT BETWEEN THE AGENCY AND 333 TURNBULL, LLC, FOR THE PROPERTY LOCATED AT 333 TURNBULL CANYON ROAD, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos* (“*Matosantos*”), finding Assembly Bill X1 26 (the “Dissolution Act”) largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court’s decision in *Matosantos*, all California redevelopment agencies, including the Industry Urban-Development Agency of the City of Industry (the “Agency”), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on September 22, 2011, the City Council of the City of Industry (the “City”) adopted Resolution No. 2011-20 accepting for the City the role of “Successor Agency,” in accordance with the provisions of Health & Safety Code Section 34177(j); and

WHEREAS, under the provisions of Health & Safety Code Section 34191.4, once the Department of Finance (the “Department”) issues a Finding of Completion, successor agencies are provided with additional authority to carry out the wind down process; and

WHEREAS, in accordance with Health & Safety Code Section 34191.5, after the issuance of a Finding of Completion, successor agencies are required to prepare a Long Range Property Management Plan (the “LRPMP”), which must identify all Agency-owned real property, and address the disposition and use of the real properties; and

WHEREAS, the Successor Agency received its Finding of Completion from the Department on April 26, 2013; and

WHEREAS, the LRPMP was submitted to the Department, and was approved by the Department on February 21, 2014; and

WHEREAS, upon approval of the LRPMP by the Department, all Agency-owned property was transferred to the Successor Agency’s Community Redevelopment Property Trust Fund; and

WHEREAS, the Successor Agency owns certain property located at 333 Turnbull Canyon Road, City of Industry, California 91745 (the “Property”); and

WHEREAS, pursuant to the provisions of the LRPMP, the Successor Agency desires to sell the Property at its highest and best use, maximizing its value and in furtherance of the economic goals and as provided for in the City’s General Plan; and

WHEREAS, the Successor Agency desires to sell the Property to 333 Turnbull, LLC, (“Developer”), pursuant to a Purchase Agreement (the “Agreement”). The purchase price is \$8,250,000.00, which is an amount within the range of the appraised fair market value of the Property, as determined by an appraisal performed by Stephen G. White, MAI; and

WHEREAS, the purchase of the Property is exempt from the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA; and

WHEREAS, the Successor Agency has duly considered all terms and conditions of the proposed Agreement and believes that the redevelopment of the Property in accordance therewith is in the best interests of the Successor Agency, the City and the health, safety and welfare of its residents, maximizes value, is consistent with the provisions of the LRPMP, and is consistent with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE SUCCESSOR AGENCY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above Recitals are true and correct and are incorporated herein by reference.

SECTION 2. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Industry.

SECTION 3. The purchase of the Property is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Based on these findings, the Successor Agency adopts the Notice of Exemption and directs staff to file same as required by law.

SECTION 4. The Successor Agency hereby approves the sale of the Property to Developer, for a purchase price of \$8,250,000.00, subject to the terms and conditions set forth in the Agreement, attached hereto as Exhibit "A", and incorporated herein by reference.

SECTION 5. The Successor Agency hereby directs staff to comply with all applicable statutes regarding the distribution of the sales proceeds to the Los Angeles County Auditor-Controller for distribution to the taxing entities.

SECTION 6. The Executive Director or his designee is hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

SECTION 7. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 8. The Agency Secretary shall certify to the passage and adoption of this Resolution and enter it into the respective book of original resolutions.

SECTION 9. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22nd day of December 2016, by the following vote:

AYES: AGENCY BOARD MEMBERS:

NOES: AGENCY BOARD MEMBERS:

ABSENT: AGENCY BOARD MEMBERS:

ABSTAIN: AGENCY BOARD MEMBERS:

Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF INDUSTRY)
ASSISTANT SECRETARY'S
CERTIFICATION RE: ADOPTION OF
SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY RESOLUTION

I, Diane M. Schlichting, Assistant Secretary of the Successor Agency to the Industry Urban-Development Agency, do hereby certify that the foregoing Resolution No. SA 2016-20 was duly passed and adopted at a meeting of the Successor Agency to the Industry Urban-Development Agency on December 22, 2016, by the following vote, to wit:

AYES: AGENCY BOARD MEMBERS:

NOES: AGENCY BOARD MEMBERS:

ABSENT: AGENCY BOARD MEMBERS:

ABSTAIN: AGENCY BOARD MEMBERS:

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

SUCCESSOR AGENCY

ITEM NO. 5.2



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

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

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

Date: December 22, 2016

SUBJECT: Consideration of Amendment No. 3 to Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., in the amount of \$31,650.00 for a total Agreement amount not to exceed \$872,550.00 through December 31, 2020

DISCUSSION:

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

On February 24, 2015, the Agency approved Amendment No. 1 a budget increase increasing the Agreement compensation by \$305,830.00 for continued landfill engineering services during the mass grading construction phase of the Agency's Industry Business Center East development. On about January 25, 2016, the Agency, approved Amendment No. 2 to amend the Agreement to include installation of the LFG control system mechanical and electrical components and to provide continued assistance with engineering, maintenance and monitoring and regulatory compliance issues related to the presence of the landfill during the post-construction phase.

SCS has submitted a proposal for additional services. SCS will schedule a performance source test on the carbon treatment system, including preparation of a test plan to be submitted to the South Coast Air Quality Management District (SCAQMD), as well as oversight during system testing and review of the final report. SCS will continue to provide landfill engineering services during the post-construction phase and startup of the gas control system for the Industry Business Center East Development. In addition, they will now also oversee and document the installation of five (5) landfill gas monitoring wells to document any landfill gas mitigation.

SCS has submitted a request for a budget increase of \$31,650.00 to perform this additional work. CNC Engineering ("CNC") has reviewed the proposal and finds it to be in order.

FISCAL IMPACT:

Table 1 – Project Summary

Agreement for Consulting Services	\$243,018.00
Amendment No. 1	\$305,830.00
Amendment No. 2	\$292,052.00
Amendment No. 3	\$31,650.00
Total	\$872,550.00

SCS has submitted a request for a total budget increase of \$31,650.00 to perform this additional work. CNC has reviewed the proposal and found it to be in order. Future versions of the Recognized Obligation Payment Schedule will need to reflect this budget increase, but the amount approved in ROPS 16-17 shouldn't be exceeded as a result of this Amendment.

RECOMMENDED ACTION:

It is recommended that the Successor Agency Board approve and execute Amendment No. 3 to the Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Exhibit:

- A. Amendment No. 3 to Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dated December 22, 2016

PJP/CC/JN:jv

EXHIBIT A

Amendment No. 3 to Professional Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dated December 22, 2016

[Attached]

**AMENDMENT NO. 3
TO AGREEMENT FOR CONSULTING SERVICES WITH STEARNS, CONRAD AND
SCHMIDT, CONSULTING ENGINEERS, INC.**

This Amendment No. 3 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 22nd day of December, 2016, (“Effective Date”) by and between the Successor Agency to the Industry Urban-Development Agency, a California municipal corporation (“Agency”) and Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dba SCS Engineers, a Virginia corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about December 19, 2013, the Agency, approved an Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., to provide landfill engineering and consulting services; and

WHEREAS, on or about December 19, 2013, the Agreement was entered into and executed between the Agency and Consultant to perform landfill engineering and consulting services for the Agency; and

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

WHEREAS, on or about February 24, 2015, Amendment No. 1 to the Agreement was entered into and executed between the Agency and Consultant to increase the compensation of the Agreement; and

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

WHEREAS, on or about January 25, 2016, Amendment No. 2 to the Agreement was entered into and executed between the Agency and Consultant to amend the Scope of Services to include additional landfill engineering and consulting services for the Agency; and

WHEREAS, the Parties desire to amend the Agreement to schedule and provide a performance source test on the carbon treatment system, including preparation of a test plan to be submitted to South Coast Air Quality Management District (“SCAQMD”), oversight during system testing, and review of the final report within 180 days following startup; and

WHEREAS, the Parties desire to amend the Agreement to increase the compensation to allow for the additional services; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 3, as set forth below.

AMENDMENT

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

Section 5. Compensation

The dollar figure of \$840,900.00 shall be amended, in all instances, to read \$872,550.00.

Exhibit A Scope of Services

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

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

“AGENCY”

Successor Agency to the Industry
Urban-Development Agency

By: _____
Paul J. Philips, Executive Director

“CONSULTANT”

Stearns, Conrad and Schmidt, Consulting
Engineers, Inc.

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

Attest:

By: _____
Diane M. Schlichting, Chief Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1
SCOPE OF SERVICES

Following landfill gas (“LFG”) control system start-up and initial operation services, Consultant shall schedule a performance source test on the carbon treatment system, including preparation of a test plan to be submitted to South Coast Air Quality Management District (“SCAQMD”), oversight during system testing, and review of final report. The source test shall be performed within 180 days following startup.

The Agency will hire a contractor to install and test landfill gas (LFG) monitoring wells. The monitoring wells are intended as permanent installations to test for potential subsurface combustible gas migration from the former landfill area, toward off-site locations. The work will consist of the following tasks:

- Oversee and document installation of five (5) triple-completion LFG monitoring wells;
- Perform one round of soil gas testing at those five wells; and
- Prepare a monitoring well construction completion report.

EXHIBIT A

Professional Services Agreement with SCS Engineers dated December 19, 2013

[Attached]

AGREEMENT FOR CONSULTING SERVICES

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

RECITALS

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

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

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

1. Consultant's Services.

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

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

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

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

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

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

2. City Representative.

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

3. Term of Agreement.

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

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

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

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

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

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

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

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

With a copy to:

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

If to Consultant:

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

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

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

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

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

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

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

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

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

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

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

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

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

27. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

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

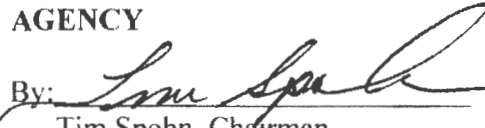
29. Severability.

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

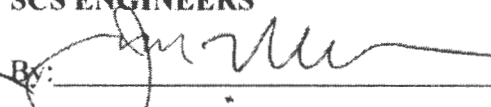
30. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

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

By: 
Tim Spohn, Chairman

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

By: 

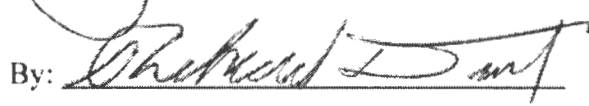
By: 

EXHIBIT A

Scope of Services

Exhibit "A"

Environmental Consultants
and Contractors

6601 Koll Center Parkway
Suite 140
Pleasanton, CA 94566

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

SCS ENGINEERS

December 12, 2013
File No. 011153213

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

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

Dear Mr. Radecki:

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

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

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

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

SCOPE OF SERVICES

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

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

Exhibit "A"

Mr. Kevin Radecki
December 12, 2013
Page 2

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

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

COMPENSATION

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

TERMS AND CONDITIONS

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

Exhibit "A"

Mr. Kevin Radecki
December 12, 2013
Page 3

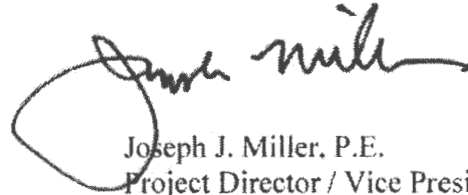
CLOSING

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

Sincerely,



Tina Quo Schmiesing
Project Manager
SCS ENGINEERS



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

cc: Joshua Nelson, CNC Engineering

EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: December 19, 2013

Estimated end of construction: December 31, 2020

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

EXHIBIT C

Professional Fee Schedule
Hourly Rates

Exhibit "C"

Environmental Consultants
and Contractors

6601 Koll Center Parkway
Suite 140
Pleasanton, CA 94566

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



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

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

General Terms

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



Exhibit "C"

SCS Fee Schedule

April 1, 2013 - March 31, 2014

Page 2

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

ATTACHMENT 1
SCOPE OF SERVICES

Following landfill gas (“LFG”) control system start-up and initial operation services, Consultant shall schedule a performance source test on the carbon treatment system, including preparation of a test plan to be submitted to South Coast Air Quality Management District (“SCAQMD”), oversight during system testing, and review of final report. The source test shall be performed within 180 days following startup.

The Agency will hire a contractor to install and test landfill gas (LFG) monitoring wells. The monitoring wells are intended as permanent installations to test for potential subsurface combustible gas migration from the former landfill area, toward off-site locations. The work will consist of the following tasks:

- Oversee and document installation of five (5) triple-completion LFG monitoring wells;
- Perform one round of soil gas testing at those five wells; and
- Prepare a monitoring well construction completion report.

SUCCESSOR AGENCY

ITEM NO. 5.3



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

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

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

Staff: Clement N. Calvillo, Agency Engineer, CNC Engineering *CNC*
Joshua Nelson, Deputy Agency Engineer, CNC Engineering *JN*
Eduardo Pereira, Project Engineer, CNC Engineering *EP*

Date: December 22, 2016

SUBJECT: Consideration of Amendment No. 2 to Jacobs Civil, Inc., Professional Services Agreement for the State Route 60 Interchange and Lemon Avenue Project in the amount of \$281,143.64 for a total Agreement amount not to exceed \$4,866,813.73

DISCUSSION:

On August 10, 2015, the Industry Urban-Development Agency ("Agency") approved a Professional Services Agreement with Jacobs Civil, Inc., ("Jacobs"). Jacobs was retained in 2005 to provide consulting services to prepare planning, environmental, right-of-way and final design documents including construction support for the Lemon Avenue Interchange at State Route 60. The project is being undertaken in cooperation with the City of Diamond Bar. One of the significant changes that occurred on this project, was that the City of Industry and the City of Diamond Bar came to an agreement with the Alameda Corridor-East Construction Authority to take over the construction of the project from Caltrans. By doing so, the savings of over \$4 million ensures that the project could move forward, however with this change, comes additional coordination efforts as noted below. Jacobs is currently listed in the Recognized Obligation Payment Schedule under line Item No. 117. Attached for your consideration is Amendment No. 2.

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

1. Seven additional months of Caltrans Office Engineer (OE) Review;
2. Pre-Construction support as project transitioned to the Alameda Corridor-East Construction Authority (ACE);
3. KOA to incorporate electrical updates released 4/15/16;
4. LSA to update the Environmental Commitment Record (ECR);
5. WSP-PB to perform Record of Survey;
6. Budget Increases for past and future rate increases; and
7. Construction support and other direct costs.

FISCAL IMPACT:

With the above updates to the project design documents, the project was transitioned to ACE as an encroachment permit from Caltrans under a Betterment Agreement between the City of Diamond Bar, City of Industry and ACE. The project was added as a change order to the ACE Fairway Drive Grade Separation Project. A kick-off meeting for the construction of the project was held on September 15, 2016 at the ACE Field offices located at 711 Fairway Drive.

Jacobs has submitted a request for a total budget increase of \$281,143.64 to perform this additional work for a total Agreement amount not to exceed \$4,866,813.73. CNC has reviewed the proposal and found it to be in order.

RECOMMENDATION:

It is recommended that the Successor Agency Board approve Amendment No. 2 to Professional Services Agreement with Jacobs Civil, Inc.

Exhibits:

- A. Amendment No. 2 to Professional Services Agreement with Jacobs Civil, Inc.
dated December 22, 2016
- B. Budget Increase Request from Jacobs Civil, Inc.

PJP/CC/JN/EP:jv

EXHIBIT A

**Amendment No. 2 to Professional Services Agreement with Jacobs Civil, Inc.
dated December 22, 2016**

[Attached]

**AMENDMENT NO. 2
TO AGREEMENT FOR CONSULTING SERVICES WITH JACOBS ENGINEERING
GROUP, INC.**

This Amendment No. 2 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 22nd day of December, 2016, by and between the Successor Agency to the Industry Urban Development Agency, a California municipal corporation (“Agency”) and Jacobs Engineering Group, Inc. (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

WHEREAS, Section 5 (“Compensation”) of the Agreement stipulated a total compensation not to exceed \$1,752,341.00, and through subsequent budget adjustments through March 2015 (previously referred to as change order requests numbered 1 through 16), the current not to exceed amount is \$4,585,670.09; and

WHEREAS, given the additional services required, it is necessary to amend Exhibit A “Scope of Work”, and to provide a budget increase in the amount of \$281,143.64. The additional services include:

1. Seven additional months of Caltrans Office Engineer (OE) Review
2. Pre-Construction support as project transitioned to the Alameda Corridor-East Construction Authority
3. KOA to incorporate electrical updates released 4/15/16
4. LSA to update the Environmental Commitment Record (ECR)
5. WSP-PB to perform Record of Survey
6. Account for adjustments for rate increases
7. Construction support and other direct costs

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

AMENDMENT

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

5. Compensation.

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

Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of the Agency, consistent with good industry practices, in an amount not to exceed \$4,866,813.73, based on the hourly rates set forth in Exhibit C, attached hereto and incorporated herein by reference, beginning October 1, 2016.

Exhibit A: Scope of Services

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

- Seven additional months of Caltrans Office Engineer (OE) Review
- Pre-Construction support as project transitioned to the Alameda Corridor-East Construction Authority
- KOA to incorporate electrical updates released 4/15/16
- LSA to update the Environmental Commitment Record (ECR)
- WSP-PB to perform Record of Survey
- Account for adjustments for rate increases
- Construction support and other direct costs

Exhibit C: Hourly Rates and Authorized Reimbursements.

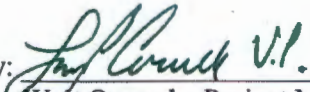
Exhibit C shall be amended to include the Jacobs Engineering Group, Inc. and Associated Engineers, Inc. rate schedules attached hereto as Exhibit C.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 18 to the Agreement as of the Effective Date.

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

"CONSULTANT"
Jacobs Engineering Group, Inc.

By: _____
Paul J. Philips, Executive Director

By:  _____
For Walt Quesada, Project Manager

Attest:

By: _____
Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency Counsel

EXHIBIT A
Agreement for Consulting Services

AGREEMENT FOR CONSULTING SERVICES

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

RECITALS

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

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

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

1. Consultant's Services.

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

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

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

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

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

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

2. City Representative.

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

3. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2007, unless sooner terminated as provided in Section 4 herein.

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

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

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

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

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

Agency unless Agency compensates Consultant for review and modification of the materials for such use.

8. Records Retention and Access to Records.

a. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. Agency shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. If applicable under this Agreement, all files, documents, samples, test results, chain of custody logs, and other records and other relevant data developed by Consultant in the course of performing this Agreement shall be maintained for a period of two (2) years after completion of all work and after final payments have been made and shall be made available to Agency upon request. Agency's audit rights shall not extend to the composition of Consultant's fixed rates or percentage multipliers.

9. Confidential Status; Disclosure of Information.

All data, reports, documents, materials or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Agency. Agency shall grant such consent if disclosure is legally required. All Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement for a period of five (5) years. Except as otherwise provided in this Section, Consultant's obligations of confidentiality shall not extend to information that:

- a. was in, or subsequently enters the public domain, through no fault of Consultant;
- b. was independently developed by Consultant outside of this Agreement;
- c. was in the possession of Consultant prior to disclosure by Agency; or
- d. is disclosed to Consultant by a third party under no obligation of confidentiality to Agency.

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

10. Qualifications; Standard of Performance.

a. Consultant's Qualifications. Consultant has represented to the Agency that the Consultant, its employees and its subcontractors are knowledgeable, skilled and experienced and fully qualified to provide the services described in this Agreement and to perform such assessment, investigation, and analysis contemplated by the Agreement in accordance with good

industry practices of Consultant's profession performing similar services under similar circumstances at the time the services are performed.

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

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

11. Independent Contractor.

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

b. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement.

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant hereby shall, at its sole cost and expense, defend, protect, indemnify, and hold harmless the Agency, its respective

officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever; including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), resulting from any negligent act, error, omission or failure to act of Consultant or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or their respective officers, agents, servants or employees in connection with, resulting from, or related to this Agreement or for failure to perform or negligent performance of any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that this Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees. This indemnity provision shall survive the termination of this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

Industry Urban-Development Agency
15660 East Stafford Street
City of Industry, California 91744
Attn: Executive Director

With a copy to:

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

If to Consultant:

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

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

- a. Organization. Consultant is duly organized, validly existing and in good standing under the laws of the State of California and in each other state in which it conducts business.
- b. Agency. Consultant has all requisite licenses, permits, certifications, power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement.
- c. Approval. The execution, delivery and performance of this Agreement by Consultant and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by the Board of Directors and are not subject to ratification by the Shareholders of Consultant at a special meeting therefore.
- d. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Consultant, and all documents and instruments required hereunder to be executed and delivered by Consultant have likewise been duly executed and delivered. This Agreement does, and such documents and instruments will, constitute legal, valid and binding obligations of Consultant in accordance with their terms. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of the partnership agreement, charter, bylaws or governing documents of Consultant (or any of corporations comprising Consultant), or any agreement or instrument to which Consultant is a

party or by which Consultant is bound, or any judgment, decree, order statute, rule or regulation applicable to Consultant.

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

Consultant shall comply with § 306 of the Federal Clean Air Act (42 U.S.C. §1857(h)), § 508 of the Federal Water Pollution Prevention Act (33 U.S.C. § 1368), and the laws implementing those acts, including Executive Order 11,738 and 40 C.F.R. pt. 15. Consultant shall comply with the provisions of the "Barry Keane Underground Storage Tank Cleanup Trust Fund Act of 1989 (Health & safety Code §§ 25299.10 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 23, § 2810 et. seq.). Consultant shall also comply with mandatory standards and policies relating to energy

efficiency, according the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

21. Reliance on Reports [check if applicable]

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

22. Discrimination and Equal Employment Opportunity.

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

23. No Assignment.

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

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

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

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

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

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

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

28. Exhibits; Precedence.

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

29. Entire Agreement and Amendments.

This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and the Agency. This Agreement supercedes all prior oral or written negotiations, representations or agreements.

This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

30. Severability.

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

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

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

INDUSTRY URBAN-
DEVELOPMENT AGENCY

CONSULTANT
JACOBS CIVIL, INC.

By: *L. Ronald Cipriani*
L. Ronald Cipriani, Chairman

By: *Hank Alonso*
Hank Alonso, Office Manager

By: *Sherry J. Sweitzer*
Sherry J. Sweitzer, Vice President

Attest:

Annie Faure
Annie Faure, Secretary

Approved As To Form:

William L. Strausz
William L. Strausz, Agency Counsel
J. Gray

EXHIBIT A

Scope of Services

See Attached

EXHIBIT A

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

INTRODUCTION

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

PROJECT ASSUMPTIONS

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

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

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

EXHIBIT A

SCOPE OF SERVICES

PHASE I –PA/ED

Task 1.1 Preliminary Coordination/Data Gathering

Task 1.1.1 Kick-off Meeting

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

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

Products: Meeting Agenda, Meeting Minutes.

Task 1.1.2 Data Gathering

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

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

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

Task 1.1.3 Baseline Traffic Analysis and Forecasting

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

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

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

EXHIBIT A

Summary of Task 1.1 Products

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

Task 1.2 Public Information and Scoping

PREPARE PROJECT INITIATION NOTICES

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

Public Outreach Plan

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

Master Distribution and Contact List

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

Informational Meetings

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

Prepare Meeting Materials and Presentation Boards

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

Advertise Informational Meetings

EXHIBIT A

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

Prepare Record of Public and Agency Involvement

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

Task 1.3 Preliminary Engineering

Task 1.3.1 Geometric Plans and Profiles

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

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

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

Task 1.3.2 Structures Advance Planning Studies (if needed)

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

Task 1.3.3 Traffic Analysis

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

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

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

Task 1.3.4 Geotechnical Investigation

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

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

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

EXHIBIT A

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

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

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

Task 1.3.5 Utility Coordination

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

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

Products: Utility Map.

Task 1.3.6 Right-of-Way Requirements

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

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

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

Task 1.3.7 Stage Construction/Traffic Handling

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

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

Product(s): Construction Staging Concept Schematics.

Task 1.3.8 Storm Water Data Report

EXHIBIT A

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

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

Product(s): Storm Water Data Report

Task 1.3.9 Cost Estimates

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

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

Product: Construction Cost Estimates

Summary of Task 1.3 Products

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

Task 1.4 Environmental Technical Studies

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

Task 1.4.1 Air Quality

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

EXHIBIT A

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

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

Task 1.4.2 Noise Study

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

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

Task 1.4.3 Natural Environment Study (NES)

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

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

EXHIBIT A

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

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

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

Task 1.4.4 Cultural Resources

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

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

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

CALTRANS STUDY AREA/APE MAP

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

ARCHIVAL AND HISTORIC RESEARCH

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

EXHIBIT A

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

NATIVE AMERICAN CONSULTATION

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

FIELD SURVEY

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

REPORTS

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

Task 1.4.5 Floodplain Evaluation Report

We will prepare a Floodplain Evaluation Report in accordance with Caltrans guidelines (Environmental Handbook, Volume 1, Chapter 17) based on the Location Hydraulic Study prepared by the project civil engineer (pursuant to 23CFR650A). The report will discuss potential impacts and mitigation measures related to floodplain encroachment, flood related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

Task 1.4.6 Water Quality Assessment Report

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

EXHIBIT A

Task 1.4.7 Visual Quality

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

Task 1.4.8 Growth Inducement

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

Task 1.4.9 Relocation Impact Report

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

Task 1.4.10 Impacts of Brea Canyon Road Eastbound Ramp Closure

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

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

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

Task 1.5 Initial Study/Environmental Assessment

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

Task 1.5.1 Preparation of Screencheck Initial Study/Environmental Assessment

EXHIBIT A

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

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

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

Task 1.5.2 Public Review of IS/EA

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

Task 1.5.3 Response to Comments/Mitigated Negative Declaration

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

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

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

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

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

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

Task 1.5.4 Completion of NEPA Process

EXHIBIT A

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

Task 1.6 Jurisdictional Delineation and Permit Requirements (if required)

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

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

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

Task 1.6.1 Coordinate with Project Team

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

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

Jurisdictional Delineation

Regulatory Background

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

Jurisdiction Delineation

EXHIBIT A

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

Initial Coordination with Regulatory Agencies

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

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

Permit Application

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

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

Section 404 Permit Application

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

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

Section 401 Water Quality Certification Application

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

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

EXHIBIT A

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

Section 1602 Streambed Alteration Agreement

We will submit the following materials to the CDFG:

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

Project Team Review/Revisions

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

Follow-Up Coordination

EXHIBIT A

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

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

Task 1.7 Project Report

Task 1.7.1 Draft Project Report

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

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

Product: Draft PR

Task 1.7.2 Final Project Report

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

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

Product: FPR

Summary of Task 1.7 Products

- Draft Project Report
- Final project Report
-

PHASE II – PS&E

Task 2.1 30% PS&E - Roadway

Task 2.1.1 30% Plans

EXHIBIT A

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

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

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

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

Task 2.1.2. Utility Research, Coordination and Plans

Requirements: Prepare utility plans for 30% design phase.

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

Products: Preliminary Utility Plans.

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

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

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

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

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

EXHIBIT A

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

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

Task 2.1 Product Summary

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

Task 2.2 Bridge Type Selection (Tie-back Walls)

Task 2.2.1 General Plans and Type Selection

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

Task 2.2 Product Summary

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

TASK 3.0 60% PS&E

Task 3.1 60% PS&E - Roadway

Task 3.1.1 Hydrology and Drainage

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

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

Product(s): Hydrology Report; Drainage Report.

Task 3.1.2 Roadway Plans

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

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

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

Task 3.1.3 Drainage Plans

EXHIBIT A

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

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

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

Task 3.1.4 Lighting and Signal Plans

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

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

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

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

Task 3.1.5 Pavement Delineation Plans

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

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

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

Task 3.1.6 Signing Plans

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

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

Product(s): Signing Plans.

Task 3.1.7 Stage Construction, Traffic Control and Detour Plans

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

EXHIBIT A

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

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

Task 3.1.8 Traffic Management Plan

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

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

Product(s): Traffic Management Plan.

Task 3.1.9 Storm Water Data Report

Requirements: Prepare a Storm Water Data Report.

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

Product(s): Storm Water Data Report.

Task 3.1.10 Construction Cost Estimate

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

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

Product(s): Draft Cost Estimate.

Task 3.1.11 Landscaping and Irrigation Plans

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

EXHIBIT A

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

Product(s): Landscape and Irrigation Plans.

Task 3.1 Product Summary

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

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

Task 3.2.1 Bridge Structure Plans

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

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

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

Task 3.2 Product Summary

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

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

Task 4.1 100% PS&E - Roadway

Task 4.1.1 Roadway Plans

Requirements: Prepare the final roadway PS&E.

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

Product(s): Complete Roadway PS&E.

EXHIBIT A

Task 4.1.2 Roadway Special Provisions

Requirements: Prepare Final Roadway Special Provisions.

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

Product(s): Roadway Special Provisions.

Task 4.1.3 Roadway Construction Cost Estimate

Requirements: Prepare the final roadway construction cost estimate.

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

Product(s): Roadway construction cost estimate.

Task 4.1 Product Summary

- Complete Roadway PS&E

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

Task 4.2.1 Structure Plans

Requirements: Prepare the final structures PS&E.

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

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

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

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

EXHIBIT A

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

Task 4.2.2 Structure Special Provisions

Requirements: Prepare Final Structures Special Provisions.

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

Product(s): Structure Special Provisions.

Task 4.2.3 Structure Construction Cost Estimate

Requirements: Prepare final construction cost estimate for structures.

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

Product(s): Final Structures Construction Cost Estimates.

Task 4.2 Product Summary

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

Task 4.3 Resident Engineer's File

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

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

Product(s): Resident Engineer's File.

EXHIBIT A

Lemon Ave/SR60 Interchange Improv					
COST ESTIMATE SUMMARY					
July 28, 2005					
STAFF TITLE	STAFF NAME	TOTAL HOURS		HOURLY RATE* ESCALATED	LABOR COSTS
PIC	Alonso	32		\$76.45	\$2,446
Proj Mgr	Chen	420		\$78.48	\$32,963
QA/QC	Sr Staff	164		\$68.90	\$11,300
Civil Engr Supv	Sr Staff	698		\$56.18	\$39,214
Structures Supv	Sr Staff	0		\$55.12	\$0
Drainage Engr	Sr Staff	488		\$55.12	\$26,899
Sr Civil Engr	Sr Staff	1,139		\$53.00	\$60,367
Struct Proj Engr	Sr Staff	0		\$58.30	\$0
Sr Struct Engr	Sr Staff	0		\$53.00	\$0
Civil Engr	Staff	2,984		\$33.92	\$101,217
Struct Engr I	Staff	0		\$29.68	\$0
Roadway CADD	Staff	1,172		\$31.80	\$37,270
Struct CADD	Staff	0		\$33.92	\$0
Proj Ctls/Contract Admin	Staff	240		\$61.48	\$14,755
Proj Admin	Staff	240		\$29.68	\$7,123
* RATES GOOD THROUGH SEPTEMBER 30, 2007					
ESCALATION AS OF OCTOBER 1, 2007 4% ANNUALLY					
DIRECT LABOR SUBTOTALS		7,577		\$44.02	\$333,553
DIRECT LABOR TOTAL					\$333,553
OVERHEAD @	140%				\$466,974
TOTAL JACOBS LABOR & OVERHEAD					\$800,527
OTHER DIRECT COSTS (ODC'S):					
	Mileage				
	Reproduction				
	Postage/Deliveries				
	Phone				
	Travel				
TOTAL OTHER DIRECT COSTS (4% of Total Labor & OH)					\$32,021
FEE (10% OF LABOR & OVERHEAD)					\$80,053
TOTAL DIRECT COSTS					\$912,601
Sub Consultants					
	LSA			\$230,000	
	Leighton			\$84,680	
	Associated Engineers			\$275,353	
	Katz, Okitsu			\$182,645	
	CNS			\$67,062	
	Sub Consultants Total			\$839,740	
				\$0	
ADDITIONAL ITEMS					\$839,740
TOTAL COSTS					\$1,752,341

EXHIBIT A

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

Task	Task Description	LSA Labor Classifications						Total Hours By Task	Direct Costs	Total Costs By Task	Total Costs By Major Task
		Principal	Prin/PM	Sr. Planner	Analyst	Graphics/GIS	WP				
1.0	Preliminary Activities/Management										\$48,825
1.1	Project Management	5	60	10	10	5	30	120	\$100	\$15,360	
1.2	Project Meetings	5	80	40	10	5	20	160	\$100	\$21,200	
1.3	Public Information and Scoping	5	25	20	20	30	10	110	\$100	\$12,275	
2.0	Purpose and Need/Project Description	5	40	10	0	15	15	85	\$100	\$10,950	\$10,950.
3.0	Technical Studies										\$73,485
3.1	Traffic Study (N/A)									\$0	
3.2	Air Quality Study	1	5	10	40	4	8	65	\$200	\$6,535	
3.3	Noise Study	0	20	30	50	10	10	120	\$200	\$12,750	
3.4	Natural Environment Study	2	10	20	40	10	10	92	\$500	\$9,780	
3.5	Cultural Resources Study	2	10	12	40	20	6	90	\$1,000	\$9,890	
3.6	Floodplain Evaluation Report	0	5	4	32	6	6	53	\$50	\$5,020	
3.7	Water Quality	3	5	4	38	4	6	60	\$100	\$5,905	
3.8	Visual Assessment	1	10	10	20	30	5	78	\$200	\$7,765	
3.9	Growth Inducement	2	5	10	20	4	5	46	\$50	\$4,770	
3.10	Relocation Impact Study	0	10	10	20	4	6	50	\$100	\$5,370	
3.1	Business Impacts Study	2	10	10	20	4	8	62	\$100	\$5,700	
4.0	Prepare IS/EA										\$58,000
4.1	Screencheck IS/EA	1	40	40	80	24	16	201	\$500	\$21,785	
4.2	Draft IS/EA	1	20	40	10	10	5	86	\$2,000	\$12,085	
4.3	Response to Comments/MND	5	45	30	30	7	16	133	\$260	\$16,150	Note: Fixed Amount of Hours
4.5	Completion of NEPA	5	20	20	10	3	4	62	\$250	\$8,000	
5.0	PERMITS										\$38,295
5.1	Coordinate with Project Team	5	3	15	10	5	5	43	\$100	\$4,805	
5.2	Jurisdictional Delineation	10	10	20	20	10	10	80	\$1,500	\$10,400	
5.3	Initiate Contact	5	2	10	10	0	5	32	\$75	\$3,820	
5.4	Permit Application	15	4	10	10	10	5	54	\$75	\$6,440	
5.5	Project Team Review/Revisions	10	4	10	10	5	10	49	\$200	\$5,715	
5.7	Follow Up/Coordination	10	4	20	20	5	5	64	\$200	\$7,315	
	Billing Rate by Classification	\$165	\$160	\$115	\$85	\$85	\$80				
	TOTAL NOT TO EXCEED								\$229,555	\$229,555	
									SAY	\$ 230,000	

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

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

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

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

EXHIBIT A

Leighton Consulting, Inc. for Jacobs Engineering

Lemon Ave Bridge - Phase I ESA & Phase II ESA

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

TOTAL NOT TO EXCEED FEE \$ 53,975

+ 22,295
 + 8,410

 \$ 84,680

EXHIBIT A

Leighton Consulting, Inc. for Jacobs Engineering

Lemon Ave Bridge - Geotechnical Investigation

Labor Classifications & Hourly Billing Rates	ODC's	Principal \$185.00	Sr. Assoc \$170.00	Proj. Engr./Geo \$130.00	Sr Staff Eng/Geo \$120.00	Staff Eng/Geo \$105.00	CAD \$90.00	Tech. \$95.00	Clerical \$65.00	LAB/Sub	Total Hours	Total Cost
Geotechnical Investigation												
Geo -Site Background Review				1	1						2	250
Geo -Field Investigation	10					10				\$5,060	10	6330
Geo -Client Meetings				10							10	1300
Geotechnical Engineering Analysis				18	15					\$2,555	33	6695
Geotechnical Report Writing		8	5	10	8		16		10		57	6680
Geo -Project Management				8							8	1040
											\$7,615	
Total Hours		8	5	47	34	0	16	0	10		120	
											TOTAL NOT TO EXCEED FEE	\$ 22,295



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

SUPPLEMENTAL WORK SCOPE AND FEES

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

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

Assumptions:

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

Revised 6.27.05

SR 60/ LEMON, CITY OF INDUSTRY, CA

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

8/2/2005

AE DIRECT LABOR

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

OTHER DIRECT COSTS

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

Total Other Direct Costs	\$46,580.00
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TOTAL CONTRACT COST

\$275,353.49

*Rates used are averages for these classifications
Overhead = 116.58%; Fee = 10%

EXHIBIT A

Industry Interchange Projects (Lemon Avenue & State Route 60)											
Katz, Okitsu & Associates - Fee Proposal Breakdown											
Task	Principal Engineer \$190.00	Senior Engr./ Proj. Mgr. \$165.00	Principal Planner \$165.00	Assoc. Engineer \$130.00	Assoc. Designer \$95.00	Asst. Engr./ CAD \$80.00	Admin. Support \$50.00	TOTAL HOURS	TOTAL LABOR COST	Other Costs	TOTAL COST
DESIGN SERVICES											
Traffic Analysis for PSR (incl. traffic counts)			289					289	\$47,685	\$4,700	\$52,385
Traffic Signal Design (up to 3 shfts)		15		24	48	120		207	\$19,755		\$19,755
Pavement Delineation Design (up to 7 shfts)		14		14	42	168		238	\$21,560		\$21,560
Signage Design (up to 10 shfts)		10		20	50	80		160	\$15,400		\$15,400
Overhead Sign Design (up to 1 sbt)		4		4	16	32		56	\$5,260		\$5,260
Street Lighting and Ramp Lighting Design (up to 6 shfts)		12		24	52	104		192	\$18,360		\$18,360
Ramp Meter Design (up to 3 shfts)		6		12	24	72		114	\$10,590		\$10,590
Specifications and Estimates		11		28	44	16		99	\$10,915		\$10,915
Project Design Coordination and Meetings	12	156					8	176	\$28,420		\$28,420
TOTAL HOURS	12	228	289	126	276	592	8	1531			
TOTAL COST	\$2,280	\$37,620	\$47,685	\$16,380	\$26,220	\$47,360	\$400		\$177,945	\$4,700	\$182,645

EXHIBIT A

LEMON STREET INTERCHANGE - CNS CITY OF INDUSTRY TASK: PS&E DESIGN - TIEBACK WALLS				
STAFF TITLE	STAFF NAME	TOTAL HOURS	LOADED HOURLY RATE	LOADED LABOR COSTS
Project Engineer	James J. Lu	174	\$137.33	\$23,895.91
Senior Bridge Engineer	TBD	104	\$121.18	\$12,602.30
Bridge Design Engineer	Dong Kim	176	\$69.53	\$12,236.94
Bridge CADD Technician	TBD	172	\$88.86	\$15,284.33
Structural Design Engr	TBD	10	\$94.25	\$942.48
DIRECT LABOR SUBTOTALS		636	\$102.14	\$64,961.97
TOTAL DIRECT LABOR & OVERHEAD				\$64,962
OTHER DIRECT COSTS (ODC'S):				
	Mileage	800	\$0.375 per mile	\$300
	Reproduction/Plotting			\$1,400
	Postage/Deliveries			\$400
	Phone			\$0
	Travel			\$0
TOTAL OTHER DIRECT COSTS				\$2,100
TOTAL CNS COSTS				\$67,062
SUBCONSULTANTS:				
		Hours	Billing Hourly Rate	
None		0	\$0.00	\$0
SUBTOTAL SUBCONSULTANT COSTS			\$0	
MARKUP ON SUBCONSULTANTS (0%)			\$0	
TOTAL SUBCONSULTANT COSTS				\$0
TOTAL COSTS				\$67,062

EXHIBIT B

Project Timeline

See Attached

EXHIBIT C

Hourly Rates and Authorized Reimbursements

See Attached

EXHIBIT C HOURLY RATE SCHEDULE

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

Firm: Jacobs Civil Inc.

Key Personnel:

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

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

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

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

Submitted By: Chao Chen

EXHIBIT C
HOURLY RATE SCHEDULE

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

Firm: LSA Associates Inc.

Key Personnel:

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

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

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

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

Submitted By: Lyn Calerdine

EXHIBIT C
HOURLY RATE SCHEDULE

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

Firm: Leighton Consulting

Key Personnel:

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

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

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

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

Submitted By: Dina Gartland

EXHIBIT C
HOURLY RATE SCHEDULE

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

Firm: Associated Engineers, Inc.

Key Personnel:

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

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

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

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

Submitted By: Jim Imborski

**EXHIBIT C
HOURLY RATE SCHEDULE**

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

Firm: Katz, Okitsu & Associates

Key Personnel:

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

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

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

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

Submitted By: Jimmy Lin

**EXHIBIT C
HOURLY RATE SCHEDULE**

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

Firm: CNS Engineers, Inc.

Key Personnel:

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

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

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

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

Submitted By: James Lu

EXHIBIT C
Hourly Rates and Authorized Reimbursements

City of Industry
Lemon Avenue Interchange

HOURLY RATE SCHEDULE
(1/1/2018 - 12/31/2019)

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

Firm: Jacobs Engineering Group Inc.

Key Personnel:

Name	Classification	Job Function	Hourly Rate
Walter Quesada	Management	Project Manager	\$ 270

Other Labor Charges	
Job Function:	Hourly Rate
Project Engineer	\$ 162
Sr. Civil Engineer	\$ 190
Structural Engineer	\$ 163
Civil Engineer	\$ 142
CADD	\$ 123
Project Controls	\$ 151
Administrative Assistant	\$ 104
Jr. Engineer	\$ 105

Submitted By: Walt Quesada

City of Industry
Lemon Avenue Interchange

HOURLY RATE SCHEDULE
 (1/1/2018 - 12/31/2019)

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

Firm: Jacobs Engineering Group Inc.

Key Personnel:

Name	Classification	Job Function	Hourly Rate
Walter Quesada	Management	Project Manager	\$ 270

Other Labor Charges	
Job Function:	Hourly Rate
Project Engineer	\$ 162
Sr. Civil Engineer	\$ 190
Structural Engineer	\$ 163
Civil Engineer	\$ 142
CADD	\$ 123
Project Controls	\$ 151
Administrative Assistant	\$ 104
Jr. Engineer	\$ 105

Submitted By: Walt Quesada

EXHIBIT B

Budget Increase Request from Jacobs Civil, Inc.

[Attached]



3257 E. Guasti Rd
Suite 120
Ontario, CA 91761 USA
1.909.974.2700 Fax 1.909.974.2759

October 6, 2016

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

RE: SR-60 Interchange/ Lemon Ave Budget Increase No. 18
Consultant Contract No. 5-JACOBS 10-01 MP 03-10

Dear Mr. Philips:

A budget increase request for the following items is attached for your review and signature.

1. Additional budget for seven additional months of Caltrans Office Engineer (OE) Review.
2. Additional budget for Pre-construction Support as project transitioned to ACE.
3. Additional budget for KOA to incorporate Electrical Updates released 4/15/16.
4. Additional budget for LSA to update the Environmental Commitment Record (ECR).
5. Additional budget for WSP-PB to perform Record of Survey
6. Additional budget to account for adjustments for Rate Increases
7. Additional Construction support and Other Direct Costs

The requested increase in budget for all of the items above is \$281,143.64. A breakdown of additional costs included in this request is provided below.

1. Additional Office Engineer Review	\$137,002.75
2. Additional budget for Pre-construction Support	\$47,365.50
3. Additional budget for PS&E Electrical, pavement delineation and sign Updates	\$38,050.00
4. Additional budget for Environmental Commitment Record Updates	\$1,517.00
5. Additional budget for Record of Survey	\$39,004.26
6. Adjustment for Rate Increases	\$11,204.14
7. Additional Construction support and Other Direct Costs	\$7,000.00
Additional budget for Budget Increase No. 18	\$281,143.64

An explanation of each item is provided in the following sections.

1. ADDITIONAL CALTRANS OFFICE ENGINEER (OE) REVIEW

At the time change order request No. 17 was prepared; the Ready to List (RTL) Certification was anticipated by December 31, 2015. The additional budget requested at that time was based on the Caltrans Office Engineer (OE) completing their review in December 2015 as

stated in item 7 of that request. However, the OE review and coordination with Caltrans continued for an additional six months until the Encroachment Permit for construction was issued to the City on June 29, 2016. The RTL certification is issued when the project construction phase administered by Caltrans, but in this case an Encroachment Permit was issued in lieu of the RTL Certification since the project will be administered ACE. From January 2016 thru June 2016, full-time coordination with Caltrans was required to address the OE review comments requiring. These activities required for instance that our Project Engineer Georgia Medina work full time on the project. The additional cost expended during this time is \$137,002.75. The cost breakdown is provided in Attachment A.

2. ADDITIONAL BUDGET FOR PRE-CONSTRUCTION SUPPORT

After the Encroachment Permit for construction was issued to the City on June 29, 2016, additional effort was required to transition the project from a project administered by Caltrans to a project administered by ACE. This effort included locating various project documents and uploading for the City and ACE team members as well as addressing questions from the contractor. Insert any additional description as needed. The additional cost expended during this time is \$47,365.50. The cost breakdown is provided in Attachment A.

3. PS&E ELECTRICAL UPDATES

The 2010 Caltrans Contract Standards Update released on 4/15/16 completely restructured the presentation of the Electrical Special Provisions. Twenty non-standards special provisions had to be dissected and re-written to fit into Caltrans new structure as nonstandard special provisions (NSSPs). The 4/15/16 update also required revising the title block for every electrical sheet and revising the electrical bid items to follow the new standards. The effort has required two separate conference calls with Caltrans electrical staff on 5/2 and 5/11 and participation in a WebEx training regarding these updates on 5/17. Although, KOA made the NSSP updates, Jacobs involvement was required to help facilitate the revisions, update the bid items and coordinate with Caltrans to track the status of Caltrans approval for the revised NSSPs. It was critical that these items be completed as soon as possible since the HQ reviewer who needed to approve them was going vacation in June and the PS&E needed to be approved by Caltrans before June 30 to avoid updating to 2015 standards. In addition, there was additional effort required by KOA to update pavement delineation and sign sheets. Although KOA complied with the Plan Preparation Manual when preparing these sheets, Caltrans traffic staff required that the sheets be revised to follow the District 7 unpublished format. Additional effort was also required to resolve conflicting direction from the Office Engineer and the Traffic Design staff. The process involved several revisions and reviews and a meeting on March 8, 2016 with both Caltrans Office Engineer and Traffic Design staff. Attached under attachment G is an e-mail from the City dated May 27, 2016 authorizing Jacobs to proceed with this work.

The additional cost expended for this task by KOA was \$38,050.00. The cost breakdown most current rates are provided in Attachment B.

4. ENVIRONMENTAL COMMITMENT RECORD UPDATES

Additional effort beyond our original scope was required for LSA to update the ECR. Caltrans environmental staff required it be revised to list all permit conditions. The additional cost expended for this task was \$1,517. The cost breakdown is provided in Attachment C with hourly rate included under Table A of Attachment C. An e-mail dated June 22, 2016 from the City authorizing the work is included under Attachment G.

5. RECORD OF SURVEY

The PS&E cooperative agreement lists, included in Attachment D, the City as the responsible party for completing the Record of Survey after construction is complete. Since this was not included in our original scope, WSP-Parsons Brinkerhoff (formerly Associated Engineers) has prepared a scope and fee estimate (included in Attachment D) in to provide his service. The additional cost expended for this task was \$39,004.26.

6. ADJUSTMENT FOR RATE INCREASES

Change orders number 13 and 14 were submitted almost five (5) years ago and the rates have increased since then. While Change Order 17 had approved the new rate schedule through December 31, 2017, the budgets were never adjusted to account for the rates approved in CCO's 13 and 14. Attachment A shows the calculations for both change orders to establish the difference between the two rates. The additional cost is \$11,204.14. We are projecting that 10% of the work effort will occur passed December 31, 2017. The Jacobs 2018- 2019 rate schedule is provided under Attachment E.

Updated hourly rate schedule are provided in Attachment F for WSP-Parsons Brinckerhoff.

7. ADDITIONAL CONSTRUCTION SUPPORT AND OTHER DIRECT COSTS

We are requesting additional funding for ODCs that were not included in previous requests. The ODC's include fee estimates for other agencies to process permits as well as mileage. Because of the uncertainty of this number, we will track and document these expenses and bill as they are incurred with your prior authorization. This estimate also includes budget for KOA to provide support as needed in the areas of electrical and traffic engineering. Contract Change Orders 13 and 14 did not include construction support from KOA.

8. BUDGET SUMMARY

Contract Change Order#18 is requested to cover project charges from January through September 2016 to replenish budget for construction support. The current authorized budget is \$4,585,670.09 and the table below shows the budget impact of this request.

Original Contract Amount	\$1,752,341.00
Current Contract Amount (includes CCO No. 1 thru17)	\$4,585,670.09
Additional Budget CCO No. 18	\$281,143.64
Revised Contract Amount	\$4,866,813.73



3257 E. Guasti Rd
Suite 120
Ontario, CA 91761 USA
1.909.974.2700 Fax 1.909.974.2759

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

Sincerely,

Tom Sardo
Operations Manager

Walt Quesada
Project Manager

Attachments

Change Order Request No. 18

Attachment A: Jacobs Cost Breakdown

Attachment B: KOA Cost Breakdown for PS&E Plan Updates

Attachment C: LSA Scope and Cost Breakdown for ECR Update

Attachment D: WSP-PB Scope and Cost Breakdown for Record of Survey and Cooperative Agreement

Attachment E: Jacobs Updated Hourly Rate Schedule

Attachment F: WSP-Parsons Brinckerhoff Updated Hourly Rate Schedules

Attachment G: E-mail authorization

CHANGE ORDER REQUEST

CLIENT: Successor Agency to the Industry Urban-Development Agency
 PHASE: Phase II (PS&E)

PROJECT NUMBER: W9X95000
 PROJECT NAME: Lemon Ave./SR-60 Interchange

DESCRIPTION:

- 1) Additional budget for seven additional months of Caltrans Office Engineer (OE) Review.
- 2) Additional budget for Pre-Construction Support as project transitioned to ACE.
- 3) Additional budget for KOA to incorporate Electrical Updates released 4/15/16.
- 4) Additional budget for LSA to update the Environmental Commitment Record.
- 5) Additional budget for WSP-PB (formerly Associated Engineers) to perform Record of Survey
- 6) Additional budget to provide for rate increases for CCOs # 13 and 14.
- 7) Additional Construction support and Other Direct Costs.

JUSTIFICATION:

- 1) Due to due to numerous review cycles by Caltrans, the OE review continued longer than anticipated.
- 2) Additional effort was required to address questions from ACE prior to the start of Construction
- 3) Caltrans required the updates be incorporated prior to plan approval.
- 4) Caltrans required the Environmental Commitment Record be updated to list all permit conditions.
- 5) The PS&E Cooperative Agreement indicates City is responsible for Record of Survey.
- 6) This is to cover for increases in proposed rates for change orders that were submitted in 2011 and 2014 and were not implemented due to project delays.
- 7) The additional construction support and other direct costs covers for cost related to permit fees required for counties, mileage support from subconsultants.

ORIGINATOR: Jacobs

REQUESTED BY: Jacobs

Item	Description	Hours	Rate	Expense	TOTAL
1	Extended Office Engineer Review from January thru June (See Attachment A)				\$137,002.75
	Jacobs (see Attachment A for breakdown)	-	-	\$137,002.75	
2	Pre-Construction Support from July thru September (See Attachment A)				\$47,365.50
	Jacobs (see Attachment A for breakdown)	-	-	\$47,365.50	
3	Electrical Updates to PS&E (See Attachment B)				\$38,050.00
	KOA (See Attachment B)	-	-	\$38,050.00	
4	Environmental Commitment Record Updates (See Attachment C)				\$1,517.00
	LSA	-	-	\$1,517.00	
5	Record of Survey - WSP Parsons Brinckerhoff (See Attachment D)				\$39,004.26
	Obtain Ca Cons	-	-	\$1,710.62	
	Add'l coord. for access to private property	-	-	\$1,660.32	
	Field Survey - recover / tie survey control	-	-	\$4,810.11	
	Field Survey - set 18 R/W monuments	-	-	\$12,256.29	
	Prepare and file Record of Survey	-	-	\$16,876.43	
	Other Direct Costs	-	-	\$1,690.50	
6	Adjustment for Rate Increases (See Attachment A)				\$11,204.14
	Salary Rate Adjustment CCO# 13			\$6,203	
	Salary Rate Adjustment CCO# 14			\$5,001	
7	Additional Construction Support and Other Direct Costs (See Attachment A)				\$7,000.00
	Jacobs	-	-	\$2,000.00	
	KOA	-	-	\$5,000.00	
	TOTAL				\$281,143.64

ENGINEERING SCHEDULE IMPACT: 9 MONTHS
 CONSTRUCTION SCHEDULE IMPACT: n/a DAYS

REMARKS:

COST ENGINEER: _____ DATE: _____
 Sandra Gallo de Godoy

JACOBS PROJECT MANAGER: _____ DATE: _____
 Wait Quesada

CLIENT REPRESENTATIVE: _____ DATE: _____
 Paul J. Phillips, Executive Director

ATTACHMENT A

- Table 1 – Six additional months for Office Engineers Review (January 1 through June 30, 2016)
- Table 2 – Pre-construction support (July 1 through September 16, 2016)
- Table 3 – Construction Support Adjustment for Rate Increases
- Table 4 – Construction Support and Other Direct Costs

ATTACHMENT A

Table 1 - Six additional Months for Office Engineers Review (January 1, 2016 thru June 30, 2016)

DISCIPLINE	NAME	Rate	Total Hours (Jan. thru June 2016)	Total Cost (Jan thru June 2016)
Project Manager	C. Chen	\$260	18.0	\$4,680.00
Project Manager	W. Quesada	\$260	52.0	\$13,520.00
Project Engineer	G. Medina	\$156	742.0	\$115,752.00
Civil Engineer	T. Walbaum	\$137	7.0	\$959.00
Jr. Engineer	J. Jung	\$101	10.0	\$1,010.00
Jr. Engineer	C. Villela	\$101	4.0	\$404.00
Administrative Assistant	L. Bonson	\$100	2.8	\$280.00
Administrative Assistant	R. Zavelion	\$100	3.0	\$300.00
TOTAL LABOR			838.8	\$136,905.00
ODCs - Mileage (C. Chen)				\$97.75
TOTAL				\$137,002.75

Table 2 - Pre-construction Support (July 1, 2016 thru September 16, 2016)

DISCIPLINE	NAME	Rate	Total Hours (July thru Sept. 2016)	Total Cost (July thru Sept. 2016)
Project Manager	W. Quesada	\$260	66.0	\$17,160.00
Project Engineer	G. Medina	\$156	42.0	\$6,552.00
Project Engineer	S. Xie	\$156	12.0	\$1,872.00
Civil Engineer	T. Walbaum	\$137	112.0	\$15,344.00
CADD	C. Wynter	\$118	21.0	\$2,478.00
Jr. Engineer	N. Odell	\$101	20.5	\$2,070.50
Administrative Assistant	L. Bonson	\$100	0.8	\$75.00
TOTAL LABOR			274.3	\$45,551.50
ODCs - Printing and FedEx				\$1,814.00
TOTAL				\$47,365.50

Table 3 - Construction Support Adjustment for Rate Increases

JOB FUNCTION	Hours per Month*	Total Hours for 18 Months	CCO# 14		CCO# 18			Adjustment
			Hourly Rate (2014 - 2015)	Total Cost	Hourly Rate (2016 -2017)	Hourly Rate (2018 - 2019)	Total Cost	
Project Manager	2	36	\$240	\$8,640	\$260	\$270	\$9,397	\$757
Project Engineer	10	180	\$144	\$25,920	\$156	\$162	\$28,192	\$2,272
Sr. Civil Engineer	4	72	\$169	\$12,168	\$183	\$190	\$13,229	\$1,061
Civil Engineer	4	72	\$127	\$9,144	\$137	\$142	\$9,903	\$759
Admin. Assistant	1	18	\$92	\$1,656	\$100	\$104	\$1,807	\$151
TOTAL	21	378		\$57,528			\$62,529	\$5,001

* Approximate hours

JOB FUNCTION	Hours per Month*	Total Hours for 18 Months	CCO# 13		CCO# 18			Adjustment
			Hourly Rate (2011 - 2012)	Total Cost	Hourly Rate* (2016 -2017)	Hourly Rate** (2018 - 2019)	Total Cost	
Project Manager	4	72	\$230	\$16,560	\$260	\$270	\$18,795	\$2,235
Project Engineer	24	432	\$157	\$67,824	\$156	\$162	\$67,662	-\$162
Sr. Civil Engineer	16	288	\$174	\$50,112	\$183	\$190	\$52,915	\$2,803
Civil Engineer	8	144	\$129	\$18,576	\$137	\$142	\$19,807	\$1,231
Administrative Assistant	2	36	\$81	\$2,916	\$100	\$104	\$3,614	\$698
Project Controls	1	18	\$179	\$3,222	\$145	\$151	\$2,620	-\$602
TOTAL	55	990		\$159,210			\$165,413	\$6,203

* Approximate hours

** 90% effort occurring in 2016 through 2017 and 10% in 2018

Table 4 - Construction Support and Other Direct Costs

	Amount	Description
Jacobs	\$2,000	ODC's - mileage and permits
KOA	\$5,000	Electrical and Traffic Support
TOTAL	\$7,000	



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Ontario, CA 91761 USA
1.909.974.2700 Fax 1.909.974 2759

ATTACHMENT B

- KOA Cost Breakdown for PS&E Plans Updates

ATTACHMENT B

SR-60 Lemon Avenue Interchange Project - 2016 PS&E Electrical Updates/Revisions									
NOT TO EXCEED FREE BREAKDOWN AND SUMMARY									
KOA Corporation									
Task / Deliverable	Principal Engineer	Senior Engineer	Associate Engineer	Assistant Engineer	Assistant Designer	Admin. Assistant	TOTAL HOURS	Other Direct Costs	TOTAL FEE ESTIMATE (NTE SUM)
	\$228.00	\$195.00	\$149.00	\$100.00	\$91.00	\$63.00			
PS&E Revisions (due to Caltrans release of electrical standards update on 4-15-16)									
Meetings and coordination with Caltrans and Design Team to review and identify required changes to PS&E (Electrical)		35		24			59		\$9,225.00
Plan Revisions (E-1 to E-28) - Total 28 sheets		8		24			32		\$3,960.00
NSSP Revisions (86-1 and 86-2)		12		8			20		\$3,140.00
SUBTOTAL HOURS	0	55	0	56	0	0	111	\$0.00	\$16,325.00
Plan Revisions (due to Caltrans request to eliminate sign lighting)									
Plan Revisions (E-12, E-13 and E-16) - Total 3 sheets		15		30					\$5,925.00
SUBTOTAL HOURS	0	15	0	30	0	0	0	\$0.00	\$5,925.00
Revisions to Pavement Delineation and Sign Sheets									
Revisions to Pavement Delineation and Sign Sheets		30		80					\$13,850.00
Coordination with Office Engineer and Traffic Design staff		10							\$1,950.00
SUBTOTAL HOURS	0	40	0	80	0	0	0	\$0.00	\$15,800.00
TOTAL HOURS / COST	0	110	0	166	0	0	111	\$0.00	\$38,050.00



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ATTACHMENT C

- LSA Scope and Cost Breakdown for ECR Update



LSA ASSOCIATES, INC.
20 EXECUTIVE PARK, SUITE 200
IRVINE, CALIFORNIA 92614

949.553.0666 TEL
949.553.8076 FAX

BERKELEY
CARLSBAD
FORT COLLINS

FRESNO
PALM SPRINGS
PT. RICHMOND

RIVERSIDE
ROCKLIN
SAN LUIS OBISPO

July 13, 2016

Walt Quesada, Project Manager
Jacobs Civil, Inc.
3850 East Guasti Road, Suite 120
Ontario, California 91761

Subject: SR-60/Lemon Avenue Interchange Project, Contract Modification Request

Dear Mr. Quesada:

This letter addresses LSA Associates, Inc.'s (LSA) Contract Modification Request for the State Route 60 (SR-60)/Lemon Avenue Interchange in the Cities of Industry and Diamond Bar. As described in detail below, this contract modification request covers the cost of additional services that are not included in the original scope or under previously authorized Change Orders.

SCOPE OF ADDITIONAL SERVICE

Task 1: Environmental Commitments Record (ECR) Update

Based on the new instruction received from Jacobs Civil, Inc. (Jacobs) on July 7, 2016, LSA will add all the conditions and agreements that listed on California Department of Fish and Wildlife (CDFW) Permit 1602, United States Army Corps of Engineers Nationwide Permit 404 and Los Angeles Regional Water Quality Control Board Permit 401 to the exiting ECR. In addition, the ECR will be updated to eliminate any inapplicable conditions and agreements, and environmental commitments during the PS&E phase.

COMPENSATION AND TERMS

This service will be completed on an hourly not-to-exceed basis, with the total cost not to exceed \$1,517. When added to the previously approved total budget of \$364,783.30, the new not-to-exceed budget would be \$366,300.30. LSA will not exceed this amount without your prior authorization. This is LSA's best estimate for the cost of these environmental services, based on LSA's knowledge and understanding of the project at this time. However, changes in the project design; the project schedule; or by Caltrans may result in additional tasks and associated costs.

If you have questions regarding this contract amendment request, please contact me at (949) 553-0666.

Sincerely,

LSA ASSOCIATES, INC.

A handwritten signature in cursive script that reads "Carmen Lo".

Carmen Lo
Project Manager

Attachment: Contract Amendment Budget Spreadsheet

cc: Rob McCann, LSA

Table A

**SR-60/Lemon Avenue Interchange - Environmental Commitments Record (ECR) Update
LSA Staffing Allocations for Additional Environmental Services**

Task	Task Description	LSA Labor Classifications					Total Hours	Total Costs
		Principal	Planner	Biologist	Editing/WP	Ofc Assist	by Task	by Task
1	ECR Update	1	6	4			11	\$1,517
	Billing Rate by Classification	\$329	\$93	\$158	\$87	\$64		



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ATTACHMENT D

- WSP-PB Scope and Cost Breakdown for Record of Survey
- PS&E Cooperative Agreement

**Re: SR-60 / Lemon Ave Interchange Improvement Project (LA-60-22.0/22.7) (PB 177545)
Final Monumentation of New Right of Way, and Record of Survey**

8/04/2016

Project Background

The design team for this project was led by Jacobs Engineering, with Associated Engineers, now WSP | Parsons Brinckerhoff (PB), as a sub for surveying, mapping and Right of Way Engineering. Construction is scheduled to begin October of 2016 and be complete in January of 2018. The project's Cooperative Agreement requires that the City be responsible for Final R/W Monumentation and Record of Survey; to meet this requirement, PB proposes to set final monuments on all new right of way (angle points, begin curves, end curves) after construction is completed, and then to prepare and file a Record of Survey in accordance with State Code. All work will be done in accordance with Caltrans Surveys and Right of Way Manuals and will be done under the supervision of a licensed land surveyor.

Scope of Work:

1. Apply for and obtain encroachment permit and coordinate entry into private property
2. Recover and verify horizontal survey control
3. Set durable monuments at all angle points, BC's, EC's of new R/W in accordance with Sec. 10.16-2 of the Caltrans Surveys Manual
4. Prepare Record of Survey map and file with the County Surveyor.

Deliverables:

- Monuments placed for new Right of Way lines
- Approved Record of Survey

Assumptions – the following assumptions have been made:

1. Approximately 18 monuments are proposed to be set for new ROW;
2. Reasonable attempts will be made to access all monument locations, however some locations may not be safe or otherwise conducive to surveying and the setting of monuments due to walls or other physical restrictions, or where access to private property is denied;
3. It is assumed that no fee will be charged for encroachment permit;



08/08/16

451 E. Vanderbilt Way, Suite 200
 San Bernardino, CA 92408
 P: 909-888-1106

Re: PB 177545

**/ Lemon Ave Interchange Improvements (LA-60-22.0/22.7)
 Set Final Monuments and Prepare Record of Survey - Cost Proposal**

TASKS	JE	JN	JN	JH	AP	RW+SS	KS	CC	TOTAL HOURS	TOTAL COST	
	PLS	PLS	Surveyor	Technician	Technician	3-Man * Field Crew	2-Man * Field Crew	Clerical			Proj Admin
Unit Rates (period of performance January through June, 2018):	\$253.97	\$185.76	\$185.76	\$147.64	\$141.46	\$446.15	\$295.00	\$86.12	\$118.54		
Final Monuments - Additional effort											
Obtain Caltrans Encroachment Permit	4		2					1	2	9	\$1,710.62
Add coord. for access to private property	2		4					2	2	10	\$1,660.32
Field Survey - recover / tie survey	2		6	4				8	2	22	\$4,810.11
Field Survey - set 18 RW	4		10	6				28	2	50	\$12,256.29
Prepare and file Record of Survey	8		24	40	30				2	104	\$16,876.43
										0	\$0.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
Total Hours	20	0	46	50	30	0	36	3	10	195	
Total Costs	\$5,079.45	\$0.00	\$8,545.02	\$7,381.81	\$4,243.85	\$0.00	#####	\$258.37	\$1,185.40		\$37,313.76

Rates shown are based on FAR indirect cost 156.7% plus profit of 10.0% FCCM: 0.40%
 * Prevailing Wage rates for field personnel, at 111.8% plus profit of 10.0% FCCM: 0.40%

Other Direct Costs:			
Printing and Reproduction			\$150.00
Delivery Costs	2	at \$35	\$70.00
Mileage	540	at \$0.575	\$310.50
Encroachment Permit fee (est)			\$0.00
RS map-check and recording fees (est)			\$500.00
Materials (pipe, discs, drill bits etc)			\$300.00
Generator	3	at \$120	\$360.00
			\$0.00
Total Other Direct Costs:			\$1,890.50

ODC Total: \$1,690.50

SUBS	
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total Other Direct Costs:	\$0.00

Subs Total: \$0.00

Total Cost: \$39,004.26

Scope of Work Table from Executed R/W Cooperative Agreement**ATTACHMENT 1****Scope of Work**

This Scope of Work outlines the specific areas of responsibility for various right of way activities for the proposed Route 60/Lemon Ave Interchange.

RESPONSIBILITY	STATE	CITY
PROJECT ACTIVITY		
R/W ACQUISITION & UTILITIES		
Prepare Request for Authorization of Federal-Aid		X complete
Secure Federal-Aid for Right of Way Activities		X complete
Right of Way Capital & support (EA Phases 9 & 2)	X	
Request Utility Verification	X	
Request Preliminary Utility Relocation Plans from Utilities	X	
Prepare R/W Requirements		X complete
Prepare R/W Certification	X	
Submit R/W Requirements		X complete
Review and Comment on R/W Requirements	X	
Longitudinal Encroachment Review	X	
Longitudinal Encroachment Application to District		X N/A
Approve Longitudinal Encroachment Application	X	
Request Final Utility Relocation Plans	X	
Submit Utility Relocation Plans for Approval & Review	X	
Recommend for Approval Utility Relocation Plans for Project Design and Encroachment Permit compliance		X complete
Approve Utility Relocation Plans	X	
Submit Final R/W Requirements for Review & Approval		X complete
Fence and Excess Land Review	X	
R/W Layout Review	X	
Approve R/W Requirements	X	
Obtain Title Reports, Updated Title Reports and Policies of Title		X complete
Provide all the deeds and other acquisition documents including resolution of necessity and court exhibits		X complete
Complete Appraisals	X	
Review and Approve Appraisals for Setting Just Compensation	X	
Prepare Acquisition Contracts	X	

Acquire R/W	X	
Open escrows and Make Payments	X	
Provide Displacee Relocation Services	X	
Prepare Relocation Payment Valuations	X	
Prepare Displacee Relocation Payments	X	
Perform Property Management Activities	X	
Perform R/W Clearance Activities	X	
Prepare and Submit Certification of R/W	X	
Review and Approve Certification of R/W	X	
Approve & Record Title Transfer Documents	X	
Prepare R/W Record Maps		X
Prepare R/W Appraisal Maps		X
Submit R/W Appraisal Maps		X
Approve R/W Appraisal Maps	X	
Prepare Excess Land Descriptions and Plats		X
Final R/W Monumentation and Record of Survey		X

in progress by Caltrans

complete

complete

N/A

Activities stated against STATE name are together referred to STATE SERVICES.

EXHIBIT A

This task is to occur after construction, but is not currently in our scope. A scope and fee from our survey team (WSP-PB) is included in case the City would like us to perform this task.

COST ESTIMATE for STATE SERVICES

<u>Item</u>	STATE	CITY	INDUSTRY
Right of Way Capital	\$0	\$675,000 (75%)	\$225,000 (25%)
Right of Way Support	\$0	\$439,500 (75%)	\$146,500 (25%)
Total		\$1,114,500	\$371,500

CITY funds are federal DEMO funds
 INDUSTRY funds are local funds



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ATTACHMENT E

- Jacobs Updated Hourly Rate Schedule

ATTACHMENT E

City of Industry
Lemon Avenue Interchange

HOURLY RATE SCHEDULE (1/1/2018 - 12/31/2019)

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

Firm: Jacobs Engineering Group Inc.

Key Personnel:

Name	Classification	Job Function	Hourly Rate ¹
Walter Quesada	Management	Project Manager	\$ 270

Other Labor Charges	
Job Function:	Hourly Rate ¹
Project Engineer	\$ 162
Sr. Civil Engineer	\$ 190
Structural Engineer	\$ 163
Civil Engineer	\$ 142
CADD	\$ 123
Project Controls	\$ 151
Administrative Assistant	\$ 104
Jr. Engineer	\$ 105

Notes:

1. Rates for Key Personnel were held to a 4% increase from the previous rate period.
2. Rates will be fixed for a 2 year period (1/1/18 - 12/31/19)

Submitted By: Walt Quesada



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ATTACHMENT F

- WSP- Parsons Brinckerhoff Updated Hourly Rate Schedules

City of Industry
SR-60 / Lemon Avenue Interchange

HOURLY RATE SCHEDULE
(08/2016 THRU 7/31/2018)

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

Firm: Associated Engineers, Inc.
 c/o WSP | Parsons Brinckerhoff

Key Personnel:

Name	Classification	Job Function	Hourly Rate
Jim Imbiorski	Management	Project Principle	-
Jim Elliott	Management	Survey Manager	\$253.97
Marc Wilson	Management	Chief of Surveys	-

Other Labor Charges	
Job Function:	Hourly Rate
Licensed Land Surveyor	\$185.76
Survey Party Chief	\$144.54
Survey Chainman	\$151.89
Project Administrator	\$118.54
Clerical	\$86.12
Survey Technician	\$147.64
CADD Technician	\$141.46

Note: These rates were calculated using the named personnel's actual salary as of 08/01/16. Includes indirect rates of 157.1% GSO and 112.2% Field, profit rate of 10% to develop fully burdened rates.
 Rates will be fixed for a 2 year period starting from the execution of this agreement.

Submitted By: Jim Elliott



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ATTACHMENT G

- E Mail Authorizations

Gallo de Godoy, Sandra

From: Eduardo Pereira <EPereira@cc-eng.com>
Sent: Friday, May 27, 2016 2:33 PM
To: Medina, Georgia
Subject: Fwd: SR-60/Lemon: 4/15/16 Exemption and 5/27 Electrical Conference Call Recap

Georgia,

You have the go ahead to proceed with 4/15/2016 updates.

Thank you.

Eduardo

Sent from my iPhone 6

Begin forwarded message:

From: Joshua Nelson <JNelson@cc-eng.com>
Date: May 27, 2016 at 2:21:58 PM PDT
To: Eduardo Pereira <EPereira@cc-eng.com>
Cc: Alex Gonzalez <alex@cityofindustry.org>, Clement Calvillo <CCalvillo@cc-eng.com>
Subject: Re: SR-60/Lemon: 4/15/16 Exemption and 5/27 Electrical Conference Call Recap

I agree - have them proceed.

Sent from my iPhone

On May 27, 2016, at 2:04 PM, Eduardo Pereira <EPereira@cc-eng.com> wrote:

Josh,

I recommend that the City of Industry agree to have Jacobs continue to complete the 4/15/3016 updates for the following reasons:

1. Caltrans will provide edited NSSP's for the project rather than just the templates. Jacobs just needs to review and concur with these new specs.
2. The exemption that Caltrans was willing to allow would actually need more work on Risk Register, Reviews for Legal Inconsistencies, Reverting to Jan. 2016, Five Additional SSP's and Three New NSSP's for deleted bid items.

Thank you.

Eduardo

Sent from my iPhone 6

Begin forwarded message:

From: "Medina, Georgia" <Georgia.Medina@jacobs.com>
Date: May 27, 2016 at 1:20:19 PM PDT
To: "Medina, Georgia" <Georgia.Medina@jacobs.com>, Eduardo Pereira <EPereira@cc-eng.com>, Lissette Calleros <lcalleros@avant-garde-inc.com>, "Kimberly M. Young" <KYoung@DiamondBarCA.Gov>, "Joshua Nelson (jnelson@cc-eng.com)" <jnelson@cc-eng.com>
Cc: "Quesada, Walt" <Walt.Quesada@jacobs.com>
Subject: SR-60/Lemon: 4/15/16 Exemption and 5/27 Electrical Conference Call Recap

All,

KOA and Jacobs had another call with Caltrans this morning to discuss the status of the electrical updates and recently approved exemption. The Caltrans attendees included the Project Manager, Design Oversight, Office Engineer and ITS Electrical staff. They informed us that the exemption has conditions that will actually require more effort than completing the 4/15/16 updates. They were not willing not share a copy of the exemption since it's an internal document, but the concerns they mentioned are listed below.

- 1) Risk Register: The approved Risk Register must be updated to identify potential risks during construction if the 4/15/16 update is not incorporated
- 2) Additional Reviews for Legal Inconsistencies: Caltrans released Revised Standard Specs (RSS) in January 2016, February 2012 and April 2016. Our project has already incorporated the February RSS. However if we use the exemption we can't just proceed with what we have, we will need to revert back to the January RSS. The reason being that the February RSS incorporated new law that would result in inconsistencies if used without the 4/15/16 update. If we use the January specs, the approved NSSPs would need to be reviewed again to identify and correct theses inconsistencies.
- 3) Reverting to January specs: This is not as simple as just using an older version of our project specs. Since January, there have been numerous changes made to the specs to address OE comments unrelated to the 4/15/16 update. Theses changes will still be needed regardless of the exemption. Reverting back to the January RSS would require an item by item reviewing of the specs to determine which portions are still valid for the January RSS and which are not.
- 4) Additional SSPs: Five additional SSPs would need to be added to our specs in order to revert back to the January RSS.
- 5) Deleted Bid Items: Three bid items used for the project were deleted from the standard bid item list as part of the 4/15/16 update. Continuing to use the bid items will require additional

NSSPs and will likely create problems during the HQ IQA review that occurs prior to advertising.

Regarding the status of the electrical NSSP update, we are further along than last reported in my email below. Rather than just sending a template, Caltrans ITS staff will send us the ITS NSSPs edited for our project. This is good news, because we longer need to transfer NSSPs from the old format to the new format, now will only need to concur with the NSSPs they provide. We will have a separate conference call with Electrical Design staff on Tuesday to discuss the status of those NSSPs.

When Robert So and Nancy Pe called me on Wednesday I indicated that the exemption was the preferred option, since at that time I was not aware that there were conditions that had to be met. However, after learning about the additional effort required for the exemption, it is clear that incorporating the 4/15/16 update is quickest and and simplest path to RTL. Please confirm that based on this new information, the Cities agree that continuing with the 4/15/16 updates is the preferred option at this point.

Also, Zareh mentioned he will email the Cities a revised version of the funding table in the AAA cooperative agreement next week. This version will reflect the final construction cost.

Let me know if you have any questions. Enjoy the holiday weekend!

Thanks,
Georgia Medina, PE
Jacobs
Project Engineer | North America Infrastructure
909.974.2737
909.974.2759 fax

From: Medina, Georgia
Sent: Tuesday, May 24, 2016 6:52 PM
To: Eduardo Pereira; Lissette Calleros; Kimberly M. Young
Cc: Quesada, Walt
Subject: SR-60/Lemon: 5/24 Electrical Conference Call Recap

All,
In an effort to keep you in the loop, here's an overview of today's call with Caltrans.

Jacobs requested the call so we could give Caltrans a quick overview of the information we were submitting for their review. The attachment is the revised NSSP that was edited by our team in accordance with the template they provided on 5/11. You may recall this was the approach that was agreed to during the 5/11

conference call. During today's call, Caltrans informed us that 5/11 template is now obsolete. They have been working on a new template that changed the wording to follow the plain language style and also rearranged sections. They will send us a draft version of the new template tomorrow. Caltrans staff declined to review our document until we update it to match their new template. We will revised and resubmit for their review once we received the new template.

- Zareh mentioned that just before the meeting he received a letter from HQ stating that the project may be eligible for an exception from this 4/15/16 update, but the letter was very vague. Caltrans staff will follow-up with the HQ reviewer to determine what justification is required to get an exception. Caltrans staff discussed that getting the exception may be challenge since the project still has a funding shortfall and will sit on the shelf after RTL.

- I mentioned that the Cities are working on securing additional funding for the project. Zareh indicated that once a funding is source is identified to cover the shortfall, an email or letter would be needed initially to inform Caltrans, and then two processes need to be completed prior to advertising the project. First, the City will need to obligate funds and obtain the E-76 and secondly the funding page of the AAA Cooperative Agreement will need to be amended to match the final BEES estimate and the agreement will need to be signed again. The E-76 and AAA Coop are both required attachments when the project is sent to HQ for advertisement.

- I reminded the group that we need to wrap up the revisions soon because the HQ reviewer (Theresa Gabriel) will be on vacation for three weeks in June. The District ITS reviewer (Candace Fung) who is the one most familiar with our NSSPs, indicated she will also be on vacation for two weeks in June. I emphasized that we need to ensure that the project is RTL by June 30 to avoid having to update to the 2015 standards. The Electrical OE (Mario Portugal) indicated that once he receives the updated NSSP from our team, he will expedite his review and send comments within one day.

Let me know if you have any questions.

Thanks,

Georgia Medina, PE
Jacobs
Project Engineer | North America Infrastructure
909.974.2737
909.974.2759 fax
georgia.medina@jacobs.com<<mailto:georgia.jeffers@jacobs.com>>

From: Frank Benavidez [<mailto:fbenavidez@koacorp.com>]
Sent: Monday, May 23, 2016 6:43 PM
To: Medina, Georgia; Nzeogu, Godfrey I@DOT; Shahbazian, Zareh@DOT; Ruelas, Jesse F@DOT; Fung, Candace W@DOT; Portugal, Mario C@DOT
Cc: Kalainesan, Sujaya@DOT; Eduardo Pereira; Kimberly M. Young; Lissette Calleros
Subject: RE: EA 224101 - ITS/ELECTRICAL SPECS UPDATES

Georgia,
Attached are two documents for our call tomorrow. Document 1 is the previously approved Electrical SSP document which includes the finalized SSPs and NSSPs prior to the April release of the revised 86-1 and 86-2 SSPs. Document 2 is the current working draft of the Electrical NSSP 86-1 and 86-2 document which is being edited from the sample that Candace provided which we understand is similar to our project.

In Document 1, we went through the previously approved Electrical SSPs and NSSPs and highlighted and added a comment to the sections that we found are either addressed in the RSS or in the working draft (Document 2). Aside from the tamper resistant NSSP (pg 19) and Video Detection NSSP (pg 80), any items not highlighted in Document 1, we assume are no longer required and do not need to be transferred to the revised electrical SSP document. We understand Jesse will provide us with the tamper resistant NSSP that would need to be inserted into Document 2. For the Video Detection NSSP, we could use direction on where this should be included. Since the Video Detection is for a City traffic signal, we are not sure where this should be inserted in Section 86.

Similarly in Document 2, we highlighted and added a comment to the sections that are either identical or very similar to sections in Document 1. Also any items that were struck in Document 1 were also struck in Document 2 with my initials added. Unless otherwise noted, we propose no changes to these highlighted sections. Any sections that were not highlighted or struck, we could use assistance in determining whether these may be deleted, edited, or remain unchanged.

Below is a summary on the two documents and the assistance we could use from Caltrans.

Document 1 - Previously approved Electrical SSPs and NSSPs

- Highlighted sections – No action
- Non-highlighted section – Aside from the tamper resistant NSSP and Video Detection NSSP, confirm no longer required.
- Tamper resistant NSSP (pg 19) – Requesting modified NSSP from Jesse.
- Video Detection NSSP (pg 80) – Requesting direction on where this should be inserted.

Document 2 – Electrical NSSP 86-1 and 86-2 (working draft)

- Highlighted sections – Confirm no changes unless noted otherwise.
- Non-highlighted sections or striked text – Determine whether should be deleted, edited, or remained unchanged.

Hopefully, this makes sense. I can explain more in our call tomorrow. My intent is with these two documents we can easily trace where the previous specification are being transferred to the new specifications. Once we are able to highlight everything in Document 1, we will know that we are not missing anything.

Frank Benavidez, P.E.
VP/Senior Engineer
KOA Corporation
1100 Corporate Center Dr., Suite 201
Monterey Park, CA 91754
t: 323.260.4703 x3151
d: 323.859.3151
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www.koacorporation.com <<http://www.koacorporation.com/>>

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[cid:image001.png@01D1B512.09F73610] <<https://www.facebook.com/koacorp>> [cid:image002.png@01D1B512.09F73610]
<<https://twitter.com/koacorp>> [cid:image003.png@01D1B512.09F73610]
<<https://www.linkedin.com/in/koacorp>> [cid:image004.png@01D1B512.09F73610] <<https://instagram.com/koacorp/>>

From: Medina, Georgia [<mailto:Georgia.Medina@jacobs.com>]
Sent: Monday, May 23, 2016 4:30 PM
To: Nzeogu, Godfrey I@DOT; Shahbazian, Zareh@DOT; Ruelas, Jesse F@DOT; Fung, Candace W@DOT; Portugal, Mario

C@DOT

Cc: Kalainesan, Sujaya@DOT; Frank Benavidez; Eduardo Pereira;
Kimberly M. Young; Lissette Calleros
Subject: RE: EA 224101 - ITS/ELECTRICAL SPECS UPDATES

Thanks Godfrey.

The call-in number for tomorrow's 12:45 call is provided below. The purpose of this call is to provide a quick overview of the approach taken for the revisions and to point out items requiring Caltrans input. The updated NSSP files are currently being finalized and will be sent out prior to the call. We don't expect Caltrans to review prior to the call, the documents that will be sent are just for reference during the discussion.

Call-in Number: 1-866-365-4406

Access Code: 9742737

Thanks,

Georgia Medina, PE

Jacobs

Project Engineer | North America Infrastructure

909.974.2737

909.974.2759 fax

georgia.medina@jacobs.com <<mailto:georgia.jeffers@jacobs.com>>

From: Nzeogu, Godfrey I@DOT

[<mailto:godfrey.i.nzeogu@dot.ca.gov>]

Sent: Monday, May 23, 2016 3:46 PM

To: Shahbazian, Zareh@DOT; Ruelas, Jesse F@DOT; Fung,
Candace W@DOT; Portugal, Mario C@DOT

Cc: Kalainesan, Sujaya@DOT; Medina, Georgia; Frank Benavidez

Subject: RE: EA 224101 - ITS/ELECTRICAL SPECS UPDATES

Conference Call is Scheduled for 12:45 pm at Room 06-041 on
5/24/2016.

Godfrey Nzeogu

Office of Design C

CT- D7

213-897-7515

From: Shahbazian, Zareh@DOT

Sent: Monday, May 23, 2016 2:53 PM

To: Ruelas, Jesse F@DOT

<jesse.f.ruelas@dot.ca.gov<<mailto:jesse.f.ruelas@dot.ca.gov>>>;

Fung, Candace W@DOT

<candace.fung@dot.ca.gov<<mailto:candace.fung@dot.ca.gov>>>;

Nzeogu, Godfrey I@DOT

<godfrey.i.nzeogu@dot.ca.gov<<mailto:godfrey.i.nzeogu@dot.ca.gov>>>; Portugal, Mario C@DOT

<mario.portugal@dot.ca.gov<<mailto:mario.portugal@dot.ca.gov>>
>
Cc: Kalainesan, Sujaya@DOT
<sujaya.kalainesan@dot.ca.gov<<mailto:sujaya.kalainesan@dot.ca.gov>>>
Subject: RE: EA 224101 - ITS/ELECTRICAL SPECS UPDATES

I am available after 12:30 as well.

Thank you,
Zareh Shahbazian, PE PMP
Senior Transportation Engineer
Division of Program/Project Management
213-897-4255

From: Ruelas, Jesse F@DOT
Sent: Monday, May 23, 2016 2:46 PM
To: Fung, Candace W@DOT
<candace.fung@dot.ca.gov<<mailto:candace.fung@dot.ca.gov>>>;
Nzeogu, Godfrey I@DOT
<godfrey.i.nzeogu@dot.ca.gov<<mailto:godfrey.i.nzeogu@dot.ca.gov>>>; Portugal, Mario C@DOT
<mario.portugal@dot.ca.gov<<mailto:mario.portugal@dot.ca.gov>>
>
Cc: Kalainesan, Sujaya@DOT
<sujaya.kalainesan@dot.ca.gov<<mailto:sujaya.kalainesan@dot.ca.gov>>>; Shahbazian, Zareh@DOT
<zareh.shahbazian@dot.ca.gov<<mailto:zareh.shahbazian@dot.ca.gov>>>
Subject: RE: EA 224101 - ITS/ELECTRICAL SPECS UPDATES

I'll also be available after 12:30 tomorrow. Thank you, Jesse.

From: Fung, Candace W@DOT
Sent: Monday, May 23, 2016 2:36 PM
To: Nzeogu, Godfrey I@DOT; Portugal, Mario C@DOT; Ruelas, Jesse F@DOT
Cc: Kalainesan, Sujaya@DOT; Shahbazian, Zareh@DOT
Subject: RE: EA 224101 - ITS/ELECTRICAL SPECS UPDATES

I will be available after 12:30 pm tomorrow. Thanks.

Candace Fung, P.E.
Transportation Engineer, Electrical
Office of Intelligent Transportation Systems (ITS)
(213) 897-0068

From: Nzeogu, Godfrey I@DOT

Sent: Monday, May 23, 2016 2:01 PM
To: Fung, Candace W@DOT; Portugal, Mario C@DOT; Ruelas, Jesse F@DOT
Cc: Kalainesan, Sujaya@DOT; Shahbazian, Zareh@DOT
Subject: EA 224101 - ITS/ELECTRICAL SPECS UPDATES

PDT,

The Design Consultant is requesting a Conference Call for the updates before submittal. Please let me know of your earliest available time tomorrow.

Regards,

Godfrey Nzeogu
Office of Design C
CT – D7
7-7515

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Gallo de Godoy, Sandra

From: Medina, Georgia
Sent: Wednesday, June 22, 2016 1:08 PM
To: Joshua Nelson; Eduardo Pereira
Cc: Quesada, Walt; Walbaum, Tricia J.
Subject: RE: SR-60/Lemon Ave: NTP for Additional Environmental Coordination

Great, thank you Josh!

Georgia Medina, PE
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Project Engineer | North America Infrastructure
909.974.2737
909.974.2759 fax
georgia.medina@jacobs.com

From: Joshua Nelson [<mailto:JNelson@cc-eng.com>]
Sent: Wednesday, June 22, 2016 12:47 PM
To: Medina, Georgia; Eduardo Pereira
Cc: Quesada, Walt
Subject: RE: SR-60/Lemon Ave: NTP for Additional Environmental Coordination

This is fine with me to proceed.

Josh

From: Medina, Georgia [<mailto:Georgia.Medina@jacobs.com>]
Sent: Wednesday, June 22, 2016 9:39 AM
To: Eduardo Pereira <EPereira@cc-eng.com>
Cc: Quesada, Walt <Walt.Quesada@jacobs.com>; Joshua Nelson <JNelson@cc-eng.com>
Subject: RE: SR-60/Lemon Ave: NTP for Additional Environmental Coordination

Hi Eduardo,

Mark is inquiring about the status of the permit transfers in the attached email. Can we get the NTP from the City for LSA to proceed with this work? I will send you and Josh a separate email listing all the items I mentioned during our conversation yesterday but it would be good if LSA can start on this task in the meantime. Let us know.

Thanks,
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georgia.medina@jacobs.com

From: Medina, Georgia
Sent: Friday, June 17, 2016 3:28 PM
To: Eduardo Pereira

Cc: Quesada, Walt

Subject: SR-60/Lemon Ave: NTP for Additional Environmental Coordination

Hi Eduardo,

I wanted to make you aware that the additional coordination required to transfer the permits was not part of LSA's original scope. LSA is estimating the additional cost for this effort to be \$1,652 as described in the attached letter. Please confirm we have the City's authorization for LSA to proceed with this effort.

Thanks,

Georgia Medina, PE

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909.974.2737

909.974.2759 fax

georgia.medina@jacobs.com

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