



SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY SPECIAL MEETING AGENDA November 14, 2024, 8:30 A.M.

Chair Cory C. Moss
Vice Chair Michael Greubel
Board Member Steve Marcucci
Board Member Mark D. Radecki
Board Member Newell Ruggles

Location: City Council Chambers, 15651 Mayor Dave Way, 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 one-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 (Agenda Items Only):** *During oral communications, if you wish to address the Agency Board during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Agency Board concerning any item that has been described in the notice for the Special Meeting.*

At the time of publication, no board members intend to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a member will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 217 741 502 316

Meeting Passcode: 2cuZDf

Or call in (audio only)

[+1 657-204-3264](tel:+16572043264)

Phone Conference ID: 829 300 27#

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 Mayor Dave Way, City of Industry, California, at the office of the Secretary of the*

Successor Agency during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT ITEM**

- 6.1 Consideration of Amendment No. 10 to the Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., extending the term through June 30, 2027, revising the rate schedule, and increasing compensation by \$240,000.00 (MP 99-31 #16)

RECOMMENDED ACTION:

Approve the Amendment.

7. **ACTION ITEMS-NONE**
8. **PUBLIC HEARINGS-NONE**
9. **CLOSED SESSION-NONE**
10. **EXECUTIVE DIRECTOR REPORTS**
11. **AB 1234 REPORTS**
12. **BOARD MEMBER COMMUNICATIONS**
13. Adjournment. Next regular Successor Agency meeting is January 23, 2025.

SUCCESSOR AGENCY

ITEM NO. 6.1



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

MEMORANDUM

TO: Honorable Chair and Members of the Successor Agency Board
FROM: Joshua Nelson, Executive Director
STAFF: Mathew Hudson, Engineering Manager; Sean Calvillo, Director of Operations, CNC Engineering
DATE: 11/14/2024
SUBJECT: Consideration of Amendment No. 10 to the Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., extending the term through June 30, 2027, revising the rate schedule, and increasing compensation by \$240,000.00 (MP 99-31 #16)

BACKGROUND

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

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

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

SCS also oversees and documents the installation of five (5) landfill gas monitoring wells to document any landfill gas mitigation.

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

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

On March 26, 2020, the Agency approved Amendment No. 6 which extended the term of the Agreement through June 30, 2021, to allow SCS to continue providing the landfill monitoring services for the ROPS 20-21 period. SCS continued to perform annual regulatory requirements for proving through testing protocol and monitoring that the GCCS is operating within SCAQMD permit standards. This included an annual source test that tested the entire monitoring system to verify it is meeting emissions requirements, administer Carbon Media changeouts, and provide the quarterly monitoring and reporting on the perimeter monitoring probes. On May 27, 2021, the Agency approved Amendment No. 7 which extended the term of the Agreement through June 30, 2022, revised the rate schedule, and revised the indemnity language to comply with best practices.

SCS is tasked as a regulatory agency liaison to those who regulate the landfill monitoring work. As part of Amendment No. 4, SCS applied for an exemption to the permit with SCAQMD with the ACP. A budget increase of \$572,000 was approved in Amendment No. 6 and the primary driver for the compensation increase was due to the SCAQMD issuing a requirement that the Agency design and install an additional 30 perimeter monitoring probes ("PMP") around the landfill, and provide additional drawings and documents for justifying less than 30 additional probes through the ACP process. Additionally, a revised rate schedule was approved in Amendment No. 6.

On May 27, 2021, the Board approved Amendment No. 7 to extend the term through June 30, 2022, for the continued monitoring of the landfill while the SCAQMD permit was further processed, revise the rate schedule, and revise the indemnity language specific to independent contractors. In anticipation to a response from SCAQMD on the ACP, the increase in compensation in Amendment No. 6 was sufficient budget for the work in FY 21-22. The application for an exemption to the permit with SCAQMD with the ACP was processed in September of 2021. An additional eight perimeter probes were required for design and installation. SCS recently completed the design of the probes and installation should take place prior to June 30, 2022.

On June 23, 2022, the Board approved Amendment No. 8 to extend the term through June 30, 2023, to continue providing regularly scheduled inspections of the landfill and monitoring probes, including the proper reporting to all government regulatory agencies. It also revised the rate schedule, increased compensation by \$30,000.00, and updated the address for the Agency. On June 22, 2023, the Board approved Amendment No. 9 extending the term through June 30, 2025, revising the rate schedule, and increasing compensation by \$120,000.00.

DISCUSSION

SCS will continue to provide regularly scheduled inspections of the landfill and monitoring probes, including the proper reporting to all government regulatory agencies. SCAQMD completed processing the IBC-East ACP permit, and SCS continues to perform Landfill Gas Control System Operation, Maintenance and Monitoring work complying with all current regulatory requirements. Staff recommends the Agency approve Amendment No. 10, extending the term through June 30, 2027, revising the rate schedule to reflect SCS's current rates through 2027, and a companion increase in compensation of \$240,000.00.

FISCAL IMPACT

The fiscal impact for this amendment is \$240,000.00. SCS is approved in the Recognized Obligation Payment Schedule (ROPS) under Line Item 221 for \$240,000.00 in 2024-2025 and will be subsequently budgeted for in upcoming ROPS 25-26.

RECOMMENDATION

It is recommended that the Agency approve Amendment No. 10 to the Agreement with SCS.

Attachments

A. Amendment No. 10 to Agreement for Consulting Services with Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dated November 14, 2024

**AMENDMENT NO. 10
TO AGREEMENT FOR CONSULTING SERVICES WITH STEARNS, CONRAD AND
SCHMIDT, CONSULTING ENGINEERS, INC.**

This Amendment No. 10 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 14th day of November, 2024, (“Effective Date”) by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“Agency”) and Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dba SCS Engineers, a Virginia corporation (“Contractor”). The Agency and Contractor 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 Contractor, to provide landfill engineering and consulting services; and

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

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

WHEREAS, on or about December 22, 2016, Amendment No. 3 was approved, amending the Scope of Services to include 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; and

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

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

WHEREAS, on or about March 26, 2020, Amendment No. 6 was approved, revising the indemnity language to comply with best practices which were implemented since the original Agreement was executed in 2013, extending the term through June 30, 2021, increasing compensation to allow for continued services, and amending the Rate Schedule in its entirety to reflect Contractor’s current rates; and

WHEREAS, on or about May 27, 2021, Amendment No. 7 was approved, revising the indemnity language to comply with best practices, extending the term through June 30, 2022, and amending the Rate Schedule in its entirety to reflect Contractor’s current rates; and

WHEREAS, on or about June 23, 2022, Amendment No. 8 was approved to extend the term through June 30, 2022, revise the rate schedule to reflect Consultant's current rates, with a companion increase in compensation of \$30,000.00, and updated the address for the Agency; and

WHEREAS, on or about June 23, 2022, Amendment No. 9 was approved to extend the term through June 30, 2025, revise the rate schedule to reflect Consultant's current rates, with a companion increase in compensation of \$120,000.00, and

WHEREAS, the Parties desire to amend the Agreement to extend the term through June 30, 2027, to allow Consultant to continue providing landfill engineering services at the IBC, revise the rate schedule to reflect Consultant's current rates, and provide a companion increase in compensation of \$240,000.00, and

WHEREAS, for the reasons set forth herein, the Agency and Contractor desire to enter into this Amendment No. 10, as set forth below.

AMENDMENT

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

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

3. Term of Agreement

This Agreement shall commence on the Effective Date and shall remain in full force and effect until June 30, 2027, unless sooner terminated as provided in Section 4 herein.

5. Compensation

The dollar figure of \$1,827,550.00 shall be amended, in all instances, to read \$2,067,550.00.

Exhibit C, Rate Schedule

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

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 10 to the Agreement as of the Effective Date.

(SIGNATURES ON THE FOLLOWING PAGE)

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

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

By: _____
Cory C. Moss, Chairperson

By: _____
Srividhya Viswanathan, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

**ATTACHMENT 1
EXHIBIT C
Rate Schedule**

**OM&M
FEE SCHEDULE**

(Effective January 1, 2025 through December 31, 2027)

Technical Field Personnel

Rate (\$)/Hour

Systems Specialist	89
Laborer	90
Field Technician I.....	105
Fusion Technician.....	110
Equipment Operator.....	112
Field Technician II.....	115
Plant Operator	120
GIS Technician.....	121
Senior Field Technician	126
OM&M Project Foreman.....	128
Mechanic	130
Support Specialist	138
OM&M Superintendent	145
Drone Pilot	160
Systems Administrator	160
Controls Specialist.....	182
Network Engineer	182
Senior OM&M Superintendent.....	190
Senior Drone Pilot	220
Systems Integrator	229

Management/Support Personnel

Rate

(\$)/Hour Secretarial	90
Project Administrator.....	100
Field Data Analyst.....	107
Designer/Drafter.....	120
Senior Project Administrator	125
Administrative Coordinator	125
Senior Field Data Analyst.....	130
Field Project Coordinator.....	150
Project Professional.....	155
Project Estimator	156
Project Coordinator/Accountant	165
H&S Specialist	165
Product Development Manager.....	195
Senior H&S Specialist	200

Controls & Instrument Engineer	240
H&S Manager	240
Quality Advisor	250
Project Manager	250
Senior Project Professional	260
GIS Developer	268
Senior Project Manager	275
Quality Manager	300
Regional Manager/Project Director	310
RMC Business Manager	324
Senior Project Advisor	330
National RMC Director	351

EXHIBIT A TO AMENDMENT NO. 10:

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

AGREEMENT FOR CONSULTING SERVICES

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

RECITALS

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

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

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

1. Consultant's Services.

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

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

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

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

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

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

2. City Representative.

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

3. Term of Agreement.

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

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

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

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

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

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

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

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

With a copy to:

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

If to Consultant:

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

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

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

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

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

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

21. Reliance on Reports [check if applicable]

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

22. Discrimination and Equal Employment Opportunity.

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

23. No Assignment.

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

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

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

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

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

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

27. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

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

29. Severability.


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

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

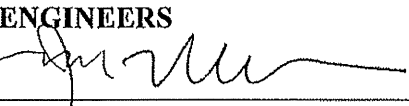
WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY

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

By: 

Tim Spohn, Chairman

By: 


By: 

EXHIBIT A

Scope of Services

Exhibit "A"

Environmental Consultants
and Contractors

6601 Koll Center Parkway
Suite 140
Pleasanton, CA 94566

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

SCS ENGINEERS

December 12, 2013
File No. 011153213

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

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

Dear Mr. Radecki:

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

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

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

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

SCOPE OF SERVICES

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

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



Exhibit "A"

Mr. Kevin Radecki
December 12, 2013
Page 2

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

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

COMPENSATION

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

TERMS AND CONDITIONS

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

Exhibit "A"

Mr. Kevin Radecki
December 12, 2013
Page 3

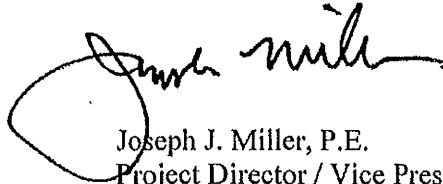
CLOSING

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

Sincerely,



Tina Quo Schmiesing
Project Manager
SCS ENGINEERS



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

cc: Joshua Nelson, CNC Engineering

EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: December 19, 2013

Estimated end of construction: December 31, 2020

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

EXHIBIT C

**Professional Fee Schedule
Hourly Rates**

Exhibit "C"

Environmental Consultants
and Contractors

6601 Koll Center Parkway
Suite 140
Pleasanton, CA 94566

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

SCS ENGINEERS

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

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

General Terms

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



Exhibit "C"

SCS Fee Schedule
April 1, 2013 - March 31, 2014
Page 2

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