



SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA JULY 27, 2017 8:30 A.M.

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

Addressing the Agency:

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

Americans with Disabilities Act:

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

Agendas and other writings:

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

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

5. **BOARD MATTERS**

- 5.1 Consideration of Amendment No. 3 to the Agreement for Consulting Services with PBLA Engineering, Inc., for the Industry Business Center Project (14-PBLA 13-01 C MP 99-31 #16), in the amount of \$500,000.00, for a total Agreement amount not-to-exceed \$3,406,835.00, on a time-and-material basis.

RECOMMENDED ACTION: Approve the Amendment.

6. Adjournment. Next regular Successor Agency meeting will be on Thursday, August 24, 2017, at 8:30 a.m.

SUCCESSOR AGENCY

ITEM NO. 5.1



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 

STAFF: Clement N. Calvillo, Agency Engineer, CNC Engineering 
Joshua Nelson, Regional Vice President, CNC Engineering 

DATE: July 27, 2017

SUBJECT: Consideration of Amendment No. 3 to the Agreement for Consulting Services with PBLA Engineering, Inc., for the Industry Business Center Project (14-PBLA 13-01 C MP 99-31 #16), in the amount of \$500,000.00, for a total Agreement amount not-to-exceed \$3,406,835.00, on a time and material basis (MP 99-31 #16)

Discussion:

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

On February 23, 2017, the Agency approved a budget increase increasing the Agreement compensation by \$350,000.00 for continued grading and drainage design and construction support services.

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

1. Grading and improvement design has been phased into multiple contracts
2. Multiple re-designs were required for the following issues:
 - a. Sewer crossing on Ferrero Parkway and Benton Court based on Los Angeles County comments.
 - b. West Side Storm Drain broken up into in three separate phases.
 - c. Diamond Bar Creek Storm Drain due to Southern California Edison (SCE) underground design and other grading design changes.
 - d. Detention outfall and inlet designs were complicated by the City's LID Ordinance.

- e. Changes from original design considerations for water quality based on new LID Ordinance.

Fiscal Impact:

PBLA has submitted a request for a total budget increase of \$500,000.00 to perform this additional work for a total Agreement amount not to exceed \$3,406,835.00. CNC has reviewed the proposal and has found it to be in order. PBLA is listed in the Recognized Obligation Payment Schedule (ROPS) under Line Item No. 193. The total outstanding obligation is \$500,000 on the latest approved ROPS.

Recommendation:

It is recommended that the Successor Agency Board approve Amendment No. 3 to the Agreement for Consulting Services with PBLA Engineering, Inc.

Exhibits:

- A. Amendment No. 3 to Agreement for Consulting Services with PBLA Engineering, Inc., dated July 27, 2017
 - B. Budget Increase Request from PBLA Engineering, Inc., July 10, 2017
-

PJP/CC/JN:jv

EXHIBIT A

Amendment No. 3 to Agreement for Consulting Services with PBLA Engineering, Inc.,
dated July 27, 2017

[Attached]

**AMENDMENT NO. 3
TO AGREEMENT FOR CONSULTING SERVICES WITH
PBLA ENGINEERING, INC.**

This Amendment No. 3 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 27th day of July, 2017, (“Effective Date”) by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“Agency”) and PBLA Engineering, Inc. (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

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

WHEREAS, on or about February 23, 2017, the Parties amended the Agreement to allow for additional services, and to increase the total compensation set forth in the Agreement; and

WHEREAS, additional services are required to complete the project, and it is therefore necessary to amend Section 5 “Compensation” with a budget increase in the amount of \$500,000.00. The additional services include:

1. Grading and improvement design has been phased into multiple contracts
2. Multiple re-designs were required for the following issues:
 - a. Sewer crossing on Ferrero Parkway and Benton Court.
 - b. West Side Storm Drain in two separate phases.
 - c. Diamond Bar Creek Storm Drain due to Southern California Edison (SCE) underground design and other grading design changes.
 - d. Detention outfall and inlet designs.
 - e. Changes from original design considerations for water quality based on new guidelines.
 - f. Grading plan changes on west side causing significant storm drain and hydrology re-design.

WHEREAS, for the reasons set forth herein, the Agency 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.a. of the Agreement shall be amended in its entirety to read as follows:

5. Compensation.

a. 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 \$3,406,835.00. 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, provided 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. 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 \$3,406,835.00 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.

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

“CONSULTANT”
PBLA ENGINEERING, INC.

By: _____
Mark D. Radecki, Chairman

By: _____
Steve Levissee, President

Attest:

By: _____
Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

EXHIBIT A TO AMENDMENT NO. 3:

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

AGREEMENT FOR CONSULTING SERVICES

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

RECITALS

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

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

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

1. Consultant's Services.

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

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

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

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

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

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

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

2. City Representative.

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

3. Term of Agreement.

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

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

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

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

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

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

With a copy to:

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

If to Consultant:

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

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

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: *J. Radecki*
Kevin Radecki, Executive Director

PBLA ENGINEERING, INC.

By: *[Signature]*
By: *[Signature]* C.F.O.

EXHIBIT A
Scope of Services

EXHIBIT "A"

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

I. SCOPE OF SERVICES

A. FINAL ENGINEERING-WEST OF GRAND AVE.

1. ROUGH GRADING PLAN SUPPORT

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

2. PRELIMINARY EARTHWORK QUANTITIES

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

3. STORM DRAIN PLANS

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

4. HYDROLOGY / HYDRAULICS STUDY

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

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

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

5. TENTATIVE PARCEL MAP

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

Exhibit "A"

6. **FINAL PARCEL MAP**
Prepare Final Parcel Map in accordance with City and County standards and methods outlined in the Subdivision Map Act. The map will be processed for recordation. This service will include obtaining bond and fee amounts, governmental agency clearances, and map approval by the City of Industry.
7. **STANDARD URBAN STORM WATER MITIGATION PLAN (SUSMP)**
Prepare Standard Urban Storm Water Mitigation Plan (SUSMP) to identify best management practices for the intended uses of the project in accordance with state, county and local requirements.
8. **SWPPP - REMEDIAL GRADING**
Prepare Storm Water Pollution Prevention Plan (SWPPP) for remedial grading Phase I to identify and implement best management practices for the mitigating storm water pollution during the course of construction of the project in accordance with state, county and local requirements.
9. **SWPPP - ROUGH GRADING**
Prepare Storm Water Pollution Prevention Plan (SWPPP) for mass grading Phase II to identify and implement best management practices for the mitigating storm water pollution during the course of construction of the project in accordance with state, county and local requirements.
10. **AS-BUILT PLANS**
Provide as-built drawings as required by City.
11. **EASEMENT LEGAL & SKETCH PREPARATION**
Prepare legal descriptions and sketches for easements to WWD, Southern California Edison, The City of Industry, and others as required. The preparation of the Easement Deeds are the responsibility of the easement holder. The easements will be processed through the applicable agency for recordation.

B. FINAL ENGINEERING-EAST OF GRAND AVE.

1. **REMEDIAL GRADING PLAN**
Prepare remedial grading plan in accordance with the City of Industry and County of Los Angeles standards commensurate with the approved Geotechnical Report recommendations. Plan will show removal limits, stability keys, slopes, contours, drainage, and other required details to affect the required soil remediation.
2. **ROUGH GRADING PLAN**
Prepare grading plan in accordance with the City of Industry and County of Los Angeles standards. Plan will be based on the approved site plan. Plan will show

Exhibit "A"

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

3. **EARTHWORK QUANTITIES**
Prepare earthwork quantity estimate based on the rough grading plans.
4. **STORM DRAIN PLANS**
Prepare on-site storm drain plans for the Interim, remedial grading condition as well as the ultimate developed condition in accordance with City of Industry and County of Los Angeles standards. Plans will include plan and profile of proposed mainlines, all existing and proposed crossings, locations of other underground facilities, laterals and catch basins, manholes and required details.
5. **HYDROLOGY / HYDRAULICS STUDY**
Prepare overall on-site hydrology study for both the Interim, remedial grading case as well as the finished site. The study will establish design storm runoff as a basis of design of drainage conveyance systems. Study will be coordinated with the overall regional hydrology study for master planned systems.
Prepare hydraulic calculations based on hydrology study results and proposed drainage systems for adequate capacity.
Prepare flood routing, drawdown, and capacity calculations for detention basin / water quality basin application. Calculations will include outlet calculations and retention time to comply with Water Quality requirements and well as Q attenuation. This will be coordinated with the overall regional hydrology study for master planned systems.
6. **TENTATIVE PARCEL MAP**
Prepare Tentative Parcel Map in accordance with City and County standards and methods outlined in the Subdivision Map Act. The map will be processed for recordation.
7. **FINAL PARCEL MAP**
Prepare Final Parcel Map in accordance with City and County standards and methods outlined in the Subdivision Map Act. The map will be processed for recordation. This service will include obtaining bond and fee amounts, governmental agency clearances, and map approval by the City of Industry.
8. **STANDARD URBAN STORM WATER MITIGATION PLAN (SUSMP)**
Prepare Standard Urban Storm Water Mitigation Plan (SUSMP) to identify best management practices for the intended uses of the project in accordance with state, county and local requirements.
9. **SWPPP - REMEDIAL GRADING**
Prepare Storm Water Pollution Prevention Plan (SWPPP) for remedial grading Phase I to identify and implement best management practices for the mitigating

Exhibit "A"

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

10. **SWPPP - ROUGH GRADING**
Prepare Storm Water Pollution Prevention Plan (SWPPP) for mass grading Phase I to identify and implement best management practices for the mitigating storm water pollution during the course of construction of the project in accordance with state, county and local requirements.
11. **AS-BUILT PLANS**
Provide as-built drawings as required by City.
12. **EASEMENT LEGAL & SKETCH PREPARATION**
Prepare legal descriptions and sketches for easements to WWD, Southern California Edison, The City of Industry, and others as required. The preparation of the Easement Deeds are the responsibility of the easement holder. The easements will be processed through the applicable agency for recordation.

C. PROCESSING

1. **PROCESSING**
Attend meetings with client, other consultants, and governmental agencies as required to accomplish services included herein.
2. **CAL-TRANS PROCESSING**
Attend meetings and coordinate plans as needed to obtain encroachment permit to grade and construct within Caltrans Right of Way.
3. **DEPARTMENT OF FISH & GAME PROCESSING**
Attend meetings and coordinate plans as needed to obtain 401/404 permit to drain to the Diamond Bar Creek as needed.

D. STATUS REPORTS AND MEETINGS

1. **STATUS, CONSULTATION AND MEETINGS**
PBLA Engineering will provide a bi-weekly e-mailed status report to the City and attend a monthly status/design development meeting during the design phase.

E. COORDINATION

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

Exhibit "A"

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

II. SPECIAL PROVISIONS - ENGINEERING

A. ASSUMPTIONS / EXCLUSIONS

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

Exhibit "A"

III. DUTIES OF CLIENT

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

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

IV. COMPENSATION

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

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

EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: July 18, 2013

Estimated end of construction: December 31, 2020

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

EXHIBIT C

Professional Fee Schedule
Hourly Rates

Exhibit "C"

INDUSTRY BUSINESS CENTER - EXHIBIT "B"
ESTIMATED COST ENGINEERING COST (88% REAL COST)
25-MAR-81

OFFICE FIELD		ESTIMATED HRS		ENGINEERING		DRAFTMAN		LS		CALC		SURVEY/MAPPING		2-MAN		3-MAN		ESTIMATED	
HRS	HRS	PRINCIPAL	PROJ MGR	ENG	DRAFTMAN	LS	CALC	SURVEY/MAPPING	2-MAN	3-MAN	ESTIMATED	HRS	HRS	\$180/HR	\$120/HR	\$85/HR	\$180/HR	\$215/HR	
FINAL ENGINEERING - WEST OF GRAND AVE																			
400		\$35,000	\$9,500	\$10,200	\$7														\$54,000
400		\$7,600	\$9,800	\$10,200	\$12,000														\$56,800
900		\$15,750	\$21,600	\$22,950	\$27,000														\$87,300
1000		\$17,500	\$24,000	\$25,500	\$30,000														\$97,000
2400		\$42,000	\$57,600	\$61,200	\$72,000														\$232,800
200		\$3,500	\$4,800	\$5,100	\$6,000														\$19,400
450		\$7,875	\$10,800	\$11,475	\$13,500			\$26,775											\$77,625
650		\$11,375	\$15,800	\$16,575	\$19,500														\$65,050
400		\$7,600	\$9,800	\$10,200	\$12,000														\$38,800
400		\$7,600	\$9,800	\$10,200	\$12,000														\$38,800
400		\$7,600	\$9,800	\$10,200	\$12,000														\$38,800
400		\$7,600	\$9,800	\$10,200	\$12,000														\$38,800
200		\$2,000	\$2,600	\$2,700	\$3,200														\$12,500
SUB TOTAL =																			
\$483,975																			
FINAL ENGINEERING - EAST OF GRAND AVE																			
400		\$2,800	\$9,500	\$10,200	\$12,000														\$36,500
1700		\$21,000	\$28,800	\$30,600	\$36,000														\$116,400
400		\$7,000	\$9,600	\$10,200	\$12,000														\$38,800
900		\$15,750	\$21,600	\$22,950	\$27,000														\$87,300
1000		\$17,500	\$24,000	\$25,500	\$30,000														\$97,000
2000		\$35,000	\$48,000	\$51,000	\$60,000														\$194,000
200		\$3,500	\$4,800	\$5,100	\$6,000														\$19,400
450		\$7,875	\$10,800	\$11,475	\$13,500			\$26,775											\$77,625
650		\$11,375	\$15,800	\$16,575	\$19,500														\$65,050
400		\$7,600	\$9,800	\$10,200	\$12,000														\$38,800
400		\$7,600	\$9,800	\$10,200	\$12,000														\$38,800
400		\$7,600	\$9,800	\$10,200	\$12,000														\$38,800
200		\$2,000	\$2,600	\$2,700	\$3,200														\$12,500
SUB TOTAL =																			
\$483,975																			
STATUS / MEETINGS																			
400		\$70,000																	\$70,000
SUB TOTAL =																			
\$70,000																			
KEY UTILITY COORDINATION																			
200		\$24,000																	\$24,000
200		\$24,000																	\$24,000
300		\$36,000																	\$36,000
300		\$36,000																	\$36,000
300		\$36,000																	\$36,000
375		\$50,625																	\$50,625
SUB TOTAL =																			
\$217,000																			
GRAND TOTAL =																			
\$1,856,550																			

EXHIBIT B

Budget Increase Request from PBLA Engineering, Inc., July 10, 2017

[Attached]

P. B. L. A. ENGINEERING, inc

Planning • Engineering • Surveying

July 10, 2017

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

15625 Stafford Street
Suite 100
City of Industry, CA 91744

Attn.: Mr. Josh Nelson

Re: **INDUSTRY BUSINESS CENTER-DESIGN SERVICES
INDUSTRY, CA
Request For Addendum**

Gentlemen:

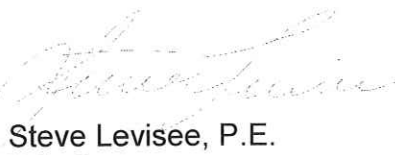
PBLA Engineering, Inc. is pleased to continue to furnish civil engineering services for completion of the above referenced project in the City of Industry.

We have nearly exhausted the originally budgeted amount of the original contract and subsequent approved addendums. We are requesting an additional \$500,000 in design fees be added to our budget to continue the work uninterrupted. A summary of the services performed outside of the original budget, and a breakdown of costs and hours to complete original scope are attached.

Please feel free to call and discuss any aspect of this proposal. This opportunity to be of continued service is appreciated. We look forward to a successful project.

Best Regards,

PBLA Engineering, Inc.



Steve Levissee, P.E.
Principal

SL:kl

A. Summary of Design Services Outside of Original Budget

1. MULTIPLE PHASES

Grading and Improvement design has been Phased into multiple contracts.

2. RE-DESIGN

Multiple re-designs were required for the following issues:

- 1) Sewer Crossing on Ferrero Parkway & Benton Court
- 2) West side Storm Drain in 3 separate phases
- 3) Diamond Bar Creek Storm Drain due to SCE underground design and other grading design changes.
- 4) Detention Outfall and Inlet designs
- 5) Changes from original design considerations for Water Quality based on new guidelines.
- 6) Grading Plan changes on West Side causing significant Storm Drain and Hydrology re-design.