



SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA JANUARY 24, 2019 8:30 A.M.

Chairman Mark D. Radecki
Vice Chair Cory C. Moss
Board Member Abraham Cruz
Board Member Catherine Marcucci
Board Member Newell Ruggles

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 Only):** *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 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. Roll Call
4. Public Comments

5. **BOARD MATTERS**

- 5.1 Consideration of the minutes of December 13, 2019 special meeting

RECOMMENDED ACTION: Approve as submitted.

- 5.2 Consideration of authorization to solicit public bids for Contract No. DBC-0388, Diamond Bar Creek Restoration – Phase 3, for an estimated cost of \$950,000

RECOMMENDED ACTION: Approve the plans and specifications and authorize the advertising of receipt of electronic bids.

- 5.3 Consideration of Amendment No. 5 to the Agreement for Consulting Services with Jacobs Engineering Group, Inc. for the State Route 60 Interchange and Lemon Avenue Project extending the Term through May 31, 2019

RECOMMENDED ACTION: Approve Amendment No. 5.

- 5.4 Consideration of a Professional Services Agreement between WKE, Inc., and the Successor Agency to the Industry Urban-Development Agency for structural engineering services for Grand Avenue and Ferrero Parkway Ramps Street Improvement in the amount not to exceed \$299,582.00

RECOMMENDED ACTION: Approve the Agreement.

6. **CLOSED SESSION**

- 6.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002718-CU-WM-GDS

- 6.2 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS
- 6.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171295
- 6.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171398
- 6.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry; Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS173224
- 6.6 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. City of Industry, *et al.*
Superior Court of California, County of Los Angeles
Case No. BS172995

7. Adjournment. Next regular Successor Agency meeting will be on Thursday, February 28, 2019 at 8:30 a.m.

SUCCESSOR AGENCY

ITEM NO. 5.1

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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CALL TO ORDER

The Special Meeting of the Successor Agency to the Industry Urban-Development Agency was called to order by Chairman Radecki at 8:41 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Radecki.

ROLL CALL

PRESENT: Mark Radecki, Chairman
Cory Moss, Vice Chair
Abraham Cruz, Board Member
Catherine Marcucci, Board Member
Newell Ruggles, Board Member

STAFF PRESENT: Troy Helling, Executive Director; Jamie M. Casso, Legal Counsel; Joshua Nelson, Contract City Engineer; and Julie Gutierrez-Robles, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE MINUTES OF CONSIDERATION OF THE MINUTES OF JANUARY 25, 2018 REGULAR MEETING, JANUARY 25, 2018 SPECIAL MEETING, FEBRUARY 8, 2018 SPECIAL MEETING, FEBRUARY 22, 2018 REGULAR MEETING, MARCH 22, 2018 REGULAR MEETING, APRIL 12, 2018 SPECIAL MEETING, MAY 10, 2018 SPECIAL MEETING, MAY 24, 2018 SPECIAL MEETING, JULY 12, 2018 SPECIAL MEETING, SEPTEMBER 13, 2018 SPECIAL MEETING, SEPTEMBER 27, 2018 REGULAR MEETING AND NOVEMBER 29, 2018 SPECIAL MEETING

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER RUGGLES TO APPROVE THE MINUTES AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 13, 2018
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AYES: BOARD MEMBERS: CRUZ, MARCUCCI, RUGGLES, VC/MOSS,
C/RADECKI
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

CONSIDERATION OF RESOLUTION NO. SA 2018-19 – A RESOLUTION OF THE SUCCESSOR AGENCY TO THE URBAN-DEVELOPMENT AGENCY ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2020 (ROPS 19-20) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

Staff report was presented by Director of Finance Yamini Pathak.

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER MARCUCCI TO ADOPT RESOLUTION NO. SA 2018-19. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CRUZ, MARCUCCI, RUGGLES, VC/MOSS,
C/RADECKI
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

CONSIDERATION OF RESOLUTION NO. SA 2018-20 – A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY OF THE CITY OF INDUSTRY APPROVING AN ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2020

MOTION BY VICE CHAIR MOSS, AND SECOND BY BOARD MEMBER MARCUCCI TO ADOPT RESOLUTION NO. SA 2018-20. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CRUZ, MARCUCCI, RUGGLES, VC/MOSS,
C/RADECKI
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

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ADJOURNMENT

There being no further business, the Successor Agency to the Industry Urban-Development Agency adjourned at 8:50 a.m.

Mark D. Radecki, Chairman

Julie Gutierrez-Robles, Assistant Secretary

SUCCESSOR AGENCY

ITEM NO. 5.2



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

MEMORANDUM

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

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Contract Agency Engineer, CNC Engineering *JN*
Sean Calvillo, Project Manager, CNC Engineering *SC*

DATE: January 24, 2019

SUBJECT: Consideration of authorization to solicit public bids for Contract No. DBC-0388, Diamond Bar Creek Restoration – Phase 3, for an estimated cost of \$950,000

Background:

At the direction of the Successor Agency to the Industry Urban-Development Agency (“Agency”) Staff, CNC Engineering, in coordination with Thomsen Engineering and Sage Environmental, has prepared plans and specifications for the above project. This project will be implemented as Contract No. DBC-0388, subject to the approval by the Agency Board. This project is identified in Line Item No. 165 in the Recognized Obligation Payment Schedule (“ROPS”).

The Diamond Bar Creek Restoration is phased into three projects and will ultimately satisfy the CEQA mitigation requirements for the Industry Business Center construction impacts, as well as other surrounding construction projects. The project allows for the creation of wetlands, transitional upland habitat, riparian understory, coastal sage scrub and riparian canopy trees to be used as mitigation.

Discussion:

Phase 1 and Phase 2 for the Diamond Bar Creek Restoration project involved the construction of reinforced concrete boxed storm drains, spillways, headwalls, sewer line relocation, remedial grading, natural channel bank stabilization and access road grading and paving. Construction was completed in 2012 and 2014, respectively.

Diamond Bar Creek Phase 3 is the final phase for the creek restoration. This project involves final grading of the channel for the high-flow bypass, a trapezoidal broad-crested weir and bridge structure, and the final planting and landscaping of the channel with native grown plants per State mitigation requirements.

The high-flow bypass prevents ongoing scour in the existing main channel. It ultimately protects vegetation in the channel from being blown out during peak storm events, resulting in mitigation failures.

At the City Council meeting on 10/28/2004, the Council adopted Resolution No. 2065 adopting a finding of fact, a statement of overriding considerations, establishing a mitigation monitoring program and certifying an environmental impact report prepared in conjunction with this project.

Fiscal Impact:

The engineer's estimate for this project is \$950,000. This project is listed on the Recognized Obligation Payment Schedule (ROPS), Line Item No. 165.

Recommendation:

It is hereby recommended that the Successor Agency Board approve the plans and specifications and authorize the solicitation of public bids.

Exhibits:

- A. Notice Inviting Bids
- B. Engineer's Estimate
- C. Section A – Pages A-1 through A-8
- D. Reduced Set of Project Plans

TH/JN/SC:jv

EXHIBIT A

Notice Inviting Bids

[Attached]

NOTICE INVITING BIDS FOR:

**SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 388**

DIAMOND BAR CREEK RESTORATION - PHASE 3

CONTRACT NO. DBC-0388

The **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, hereinafter referred to as the **AGENCY**, will receive bids for the construction of the above project until **10:00 A.M. on March 1, 2019**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

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

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

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

(Continued)

The Scope of Work is as follows: Final phase of construction consisting of channel grading for high-flow bypass, a trapezoidal broad-crested weir and bridge structure and planting and landscaping of the channel.

Plans and Specifications are available for inspection at the City of Industry City Hall located at 15625 E. Stafford Street, City of Industry, California 91744. City Hall Hours are: Monday-Thursday, 8:00 a.m. to 5:00 p.m. and Fridays from 8:00 a.m. to 4:00 p.m.

Two pre-bid meetings will be conducted by the Engineer at the job site on **Monday, February 11, 2019 at 11:00 A.M.** and **Wednesday, February 13, 2019 at 10:00 A.M.** All bidders are required to attend; it is mandatory to attend one of the pre-bid meetings. Attendees will **enter from Grand Avenue at Old Brea Canyon Road, across from the west bound 60 Freeway off-ramp and follow signs to Job Walk location.** Please be advised that the job walk will involve driving your vehicle along access roads that are unpaved and sometimes have uneven surface.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Wednesday, February 20, 2019 at 5:00 P.M.**

**SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 388**

DIAMOND BAR CREEK RESTORATION - PHASE 3

CONTRACT NO. DBC-0388

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

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

By the order of the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY** dated **January 24, 2019**.

Mark D. Radecki, Chairman

EXHIBIT B

Engineer's Estimate

[Attached]

ESTIMATE FOR:

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

PROJECT NO. 388

DIAMOND BAR CREEK RESTORATION - PHASE 3

CONTRACT NO. DBC-0388

ENGINEER'S ESTIMATE
\$950,000.00

EXHIBIT C

Section A – Pages A-1 through A-8

[Attached]

SECTION A

**SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROJECT NO. 388**

DIAMOND BAR CREEK RESTORATION - PHASE 3

CONTRACT NO. DBC-0388

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Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

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

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

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The Scope of Work is as follows: Final phase of construction consisting of channel grading for high-flow bypass, a trapezoidal broad-crested weir and bridge structure and planting and landscaping of the channel.

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Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Wednesday, February 20, 2019 at 5:00 P.M.**

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY.** The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the AGENCY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: DBC-0388 - DIAMOND BAR CREEK RESTORATION - PHASE 3, City of Industry City Hall, 15625 E. Stafford Street, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond to the Agency and will be given a deadline to submit.

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

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to execution of contract. The above bonds shall be secured by a surety company satisfactory to the AGENCY, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

CONTRACTOR

INSURANCE

Prior to the beginning of and throughout the duration of the Project, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the Agency.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of Agency, and prior to commencement of the Project, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the Agency.

General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or Excess Liability Insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain

Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Contractor shall submit to the Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Agency, its officers, agents, employees and volunteers.

Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of ten years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Agency, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder's Risk Insurance. Upon commencement of construction and with approval of Agency, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the Agency has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and Agency, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to the Agency. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the Agency. The Agency will act as a fiduciary for all other interests in the Project.

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such

insurance shall be on a form acceptable to the Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements:

Proof of Insurance. Contractor shall provide certificates of insurance to the Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Agency's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with the Agency at all times during the term of this contract. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The Agency and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/Noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Agency will be promptly reimbursed by Contractor or the Agency will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Agency may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's risk manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional Insured Status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's Right to Revise Requirements. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Agency and Contractor may renegotiate Contractor's compensation.

Self-insured Retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered,

or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Agency.

Timely Notice of Claims. Contractor shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXPERIENCE AND SAFETY

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

PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform to those on file at City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
 - (ii) Section 1777.4, Apprenticeship Requirements.
 - (iii) Section 1777.5, Apprenticeship Requirements.
 - (iv) Section 1813, Penalty for Failure to Pay Overtime.
 - (v) Section 1810 and 1811, Working Hour Restrictions.
 - (vi) Section 1775, Payroll Records.
 - (vii) Section 1773.8, Travel and Subsistence Pay.

CONTRACTOR REGISTRATION PROGRAM

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

currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the Agency.

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

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

AGREEMENT

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

SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The power of attorney and the bonds must be executed by the same person, and such signatures shall be notarized.

By the order of the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY** dated **January 24, 2019**.

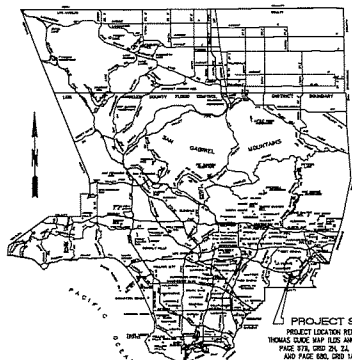
Mark D. Radecki, Chairman

EXHIBIT D

Reduced Set of Project Plans

[Attached]

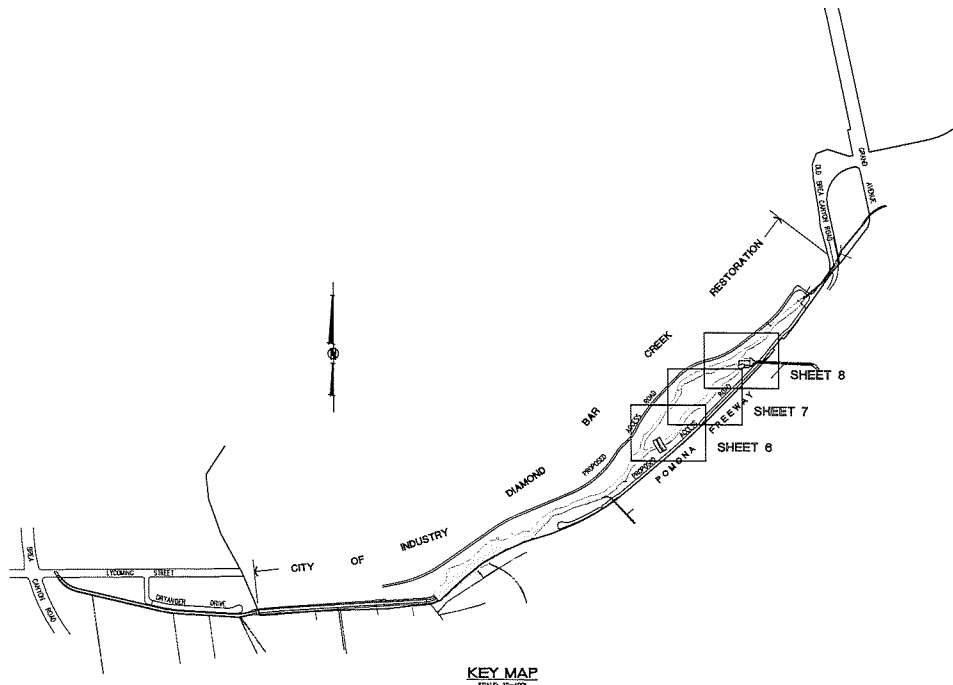
SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY IMPROVEMENT PROJECT NO. 388 DIAMOND BAR CREEK RESTORATION - PHASE 3 GRADING PLAN



PROJECT SITE
PROJECT LOCATION REFERENCE:
THOMAS DATA MAP (LOS ANGELES COUNTY)
PAGE 57A, 58B, 59, 31, 34 AND 3A
AND PAGE 60A, 60B 14 AND 2A

LOCATION MAP
NO SCALE

INDEX OF DRAWINGS		
CONTRACT DRAWING NO.	SHEET NO.	DESCRIPTION
	1	FILE SHEET
	2	NOTES AND LEGEND
	3	DETAILS - ROAD SIDE GRADING CONFIGURATIONS
	4	DETAILS - CONCRETE PAVED TRIANGULAR BRUSH-CRESTED MUD
	5	SECTION A & B - ROCK PROTECTED SLOPEWAY (UPSTREAM EXTENSION) AT OUTFLOW FROM OVERFLOW CHANNEL
	6	GRADING PLAN
	7	GRADING PLAN
	8	GRADING PLAN
	9	SPATIAL LAYOUT FOR GRADING IMPROVEMENTS
	10	SPATIAL LAYOUT FOR GRADING IMPROVEMENTS
	11	SPATIAL LAYOUT FOR GRADING IMPROVEMENTS
	12	SPATIAL LAYOUT FOR GRADING IMPROVEMENTS
	13	SECTION C-C
	14	SECTION D-D
STRUCTURAL DRAWINGS		
	15	PLAN SECTIONS AND GENERAL NOTES
	16	SECTIONS AND DETAILS



KEY MAP
SCALE 1"=400'

GEOTECHNICAL ENGINEER:

LOFTON CONSULTING, INC.
10221 AGADA CIRCLE, SUITE B-4, RANDOLPH CIRCLE, CA 91330
PH. (818) 484-2222, FAX. (818) 484-2170

THIS PLAN HAS BEEN REVIEWED AND CONFORMS TO THE RECOMMENDATIONS
OF THE REPORT OF GEOTECHNICAL INVESTIGATION DATED JANUARY 23, 2012.

JASON D. HERTZBERG R.G.E. 2711 DATE

B.M. _____ CG 4540 ELEV. _____ FEET.
LADDER VERTICAL MARK IN CENTER MARK AT THE CORNER.
GRAND AVE. AND VALLEY BLVD. S. 1/4 TO CORNER OF 1/4 D
VALLEY BLVD. AND 1/4 D TO E CORNER OF GRAND AVE.
AND TL 1229 1978A

1989 ADJUSTMENT (BRAND) CORNER QUAD

REVISIONS		
NO.	DATE	DESCRIPTION



CITY OF INDUSTRY

INCORPORATED - JUNE 19, 1957
P.O. Box 3306, City of Industry, California 91744
Administrative Offices 35025 E. Bradford Street
(626) 333-2211



PREPARED BY
Thomson Engineering, Inc.
Civil, Mechanical, Electrical & Land Planning
2815 W. Century Ave., Suite 200, Industry, CA 91731
Tel: 626-999-0200 Fax: 626-999-0211
www.tei.com

Bid Set
ROBERT FILLMORE GREIFE, R.G.E. 33052 DATE: 1/09/19
DATE: 01/22/2019

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

APPROVED BY: _____ DATE: _____
JASON D. HERTZBERG R.G.E. 2711 JASON D. HERTZBERG

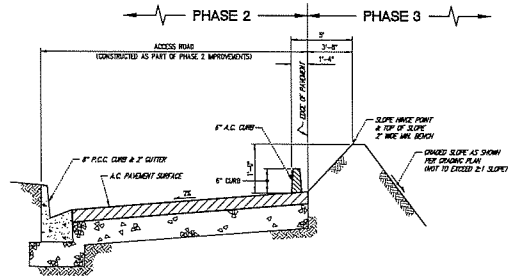
DIAMOND BAR CREEK RESTORATION - PHASE 3
GRADING PLAN

TITLE SHEET

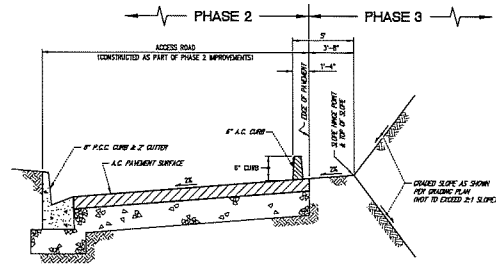
CHECKED BY: _____ DATE: _____
JOB NO. DBC-0398 SHT. 1 OF 16

CONTRACT DRAWING NO. _____ OF _____

8/10/2019 09:07:20



CASE 1
 SOUTHEASTERLY ACCESS ROAD - NORTH-WESTERLY ROAD SIDE
 FROM ROAD STA 2140 TO ROAD STA 2130



CASE 2
 SOUTHEASTERLY ACCESS ROAD - NORTH-WESTERLY ROAD SIDE
 FROM ROAD STA 2140 TO ROAD STA 2145

NO.	DATE	REVISION

CITY OF INDUSTRY
 INCORPORATED JUNE 19, 1957
 P.O. Box 3368, City of Industry, California 91744
 Administrative Offices 15825 E. Stafford Street
 (626) 533-2233



PREPARED BY
Thomson Engineering, Inc.
 2415 W. Century Ave., Suite 1100, Los Angeles, CA 90047
 Tel: 310-499-0274 Fax: 310-499-0274
 www.te-inc.com

Bid Set 1/09/19
 ROBERT FILLMORE GREER, N.E.E. 33052 DATE
 (Professional Seal) TECHNICAL STAMP

SUCCESSOR AGENCY TO THE INDUSTRY
 URBAN-DEVELOPMENT AGENCY

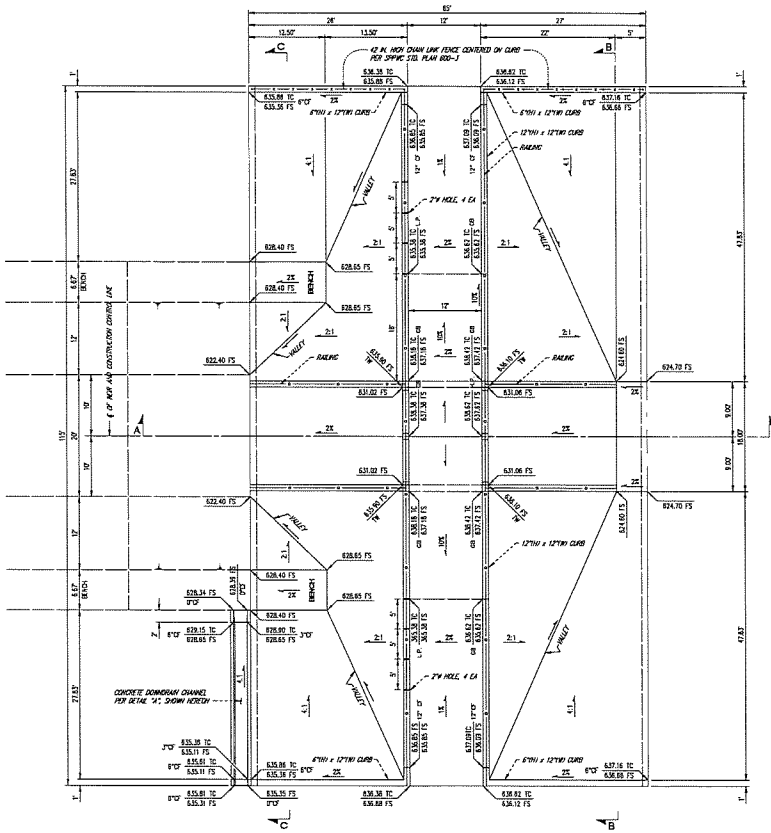
APPROVED BY: _____ DATE: _____
 Jeffrey L. Nelson, P.E., 69728 COUNTY ENGINEER

DIAMOND BAR CREEK RESTORATION - PHASE 3
 GRADING PLAN

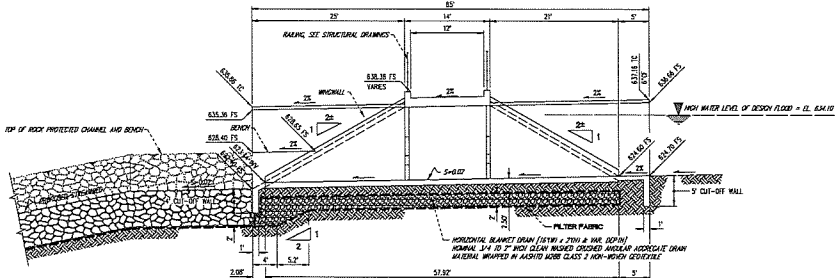
DETAILS
 ROAD SIDE GRADING CONFIGURATIONS

CHECKED BY: _____ DATE: 07/22/2019
 JOB NO. DBC-0386 SHT. 3 OF 16
 CONTRACT P&I, NO. _____ OF _____

6300C-01/07/2019

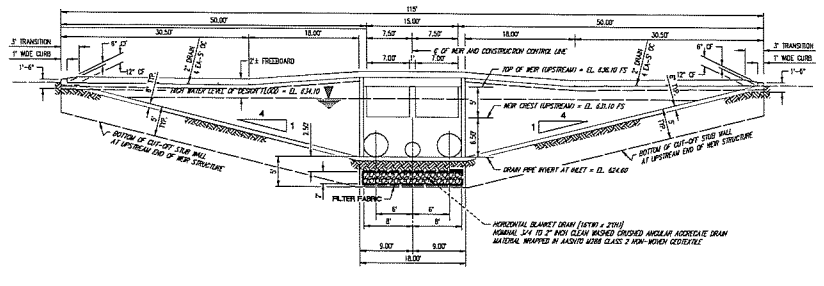


PLAN VIEW
SCALE: 1/8" = 1'-0"

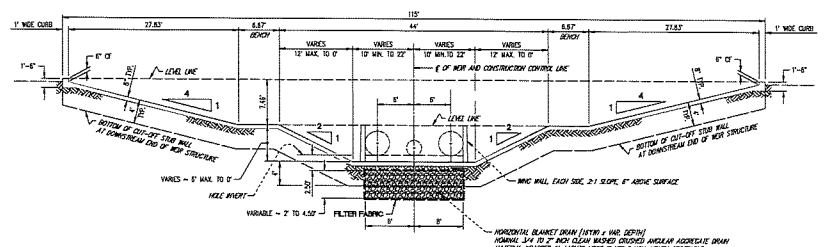


SECTION A-A
SCALE: 1/8" = 1'-0"

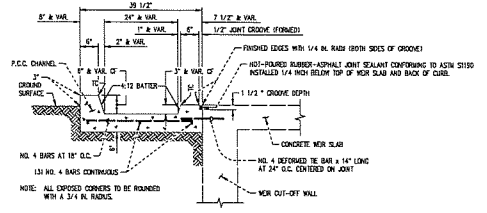
B.M. D.C. 4849, ELEV. 508.885 FT.
 LARGEST CORNER N.W. IN CHAIN RADIUS AT 140 DEG.
 GRAND AVE. AND VALLEY BLVD. S. 100' S.E. 100' N.W. 0
 VALLEY BLVD. AND 40' E. 174 S. 100' S.E. 100' N.W.
 100' N. 125' 10\"/>



SECTION B-B
SCALE: 1/8" = 1'-0"

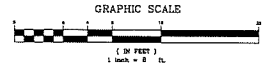


SECTION C-C
SCALE: 1/8" = 1'-0"



DETAIL A
CONCRETE DOWN-DRAIN CHANNEL

NOTE: SEE STRUCTURAL DRAWINGS FOR RAILING, REINFORCING STEEL, & DETAILS



NO.	DATE	DESCRIPTION

CITY OF INDUSTRY
 INCORPORATED JUNE 18, 1957
 P.O. Box 5288, City of Industry, California 91744
 Administrative Office 15625 E. Stafford Street
 (626) 533-2211

Prepared by: **Thomson Engineering, Inc.**
 Civil, Mechanical, Electrical, & Land Planning
 2000 N. Central Ave., Suite 100, CA 91704
 (916) 486-8800 Fax (916) 486-8870
 www.thomson-eng.com

Bid Set: 1/09/19
 ROBERT WILLMORE CHIEF E.R.C.E. 3/05/21 DATE: 6/19/2019
 DESIGN BY: TD

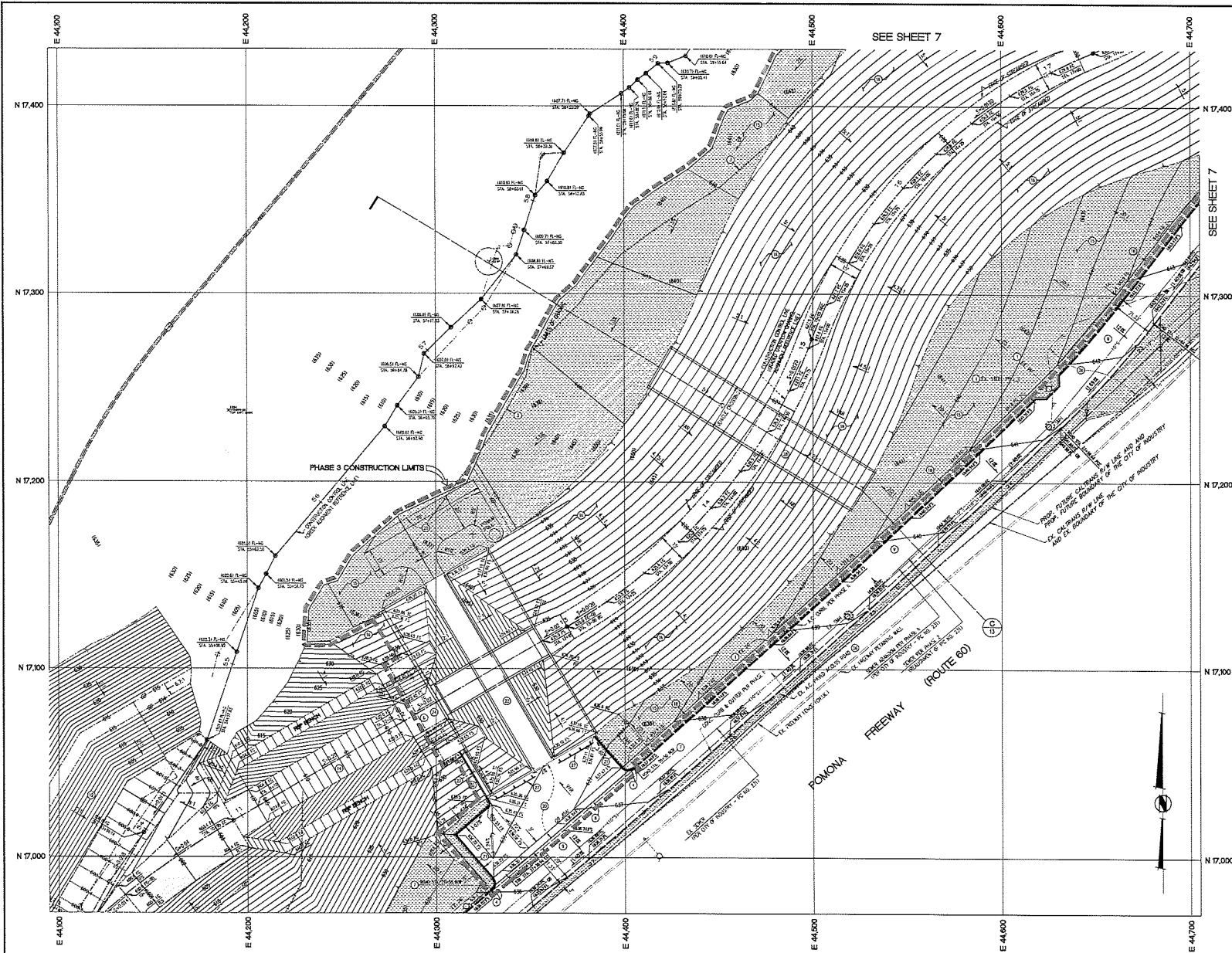
SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

APPROVED BY: _____ DATE: _____
 JAMES J. HANSEN, P.E., 8898A, ASSISTANT ENGINEER

DIAMOND BAR CREEK RESTORATION - PHASE 3
 GRADING PLAN
 DETAILS
 CONCRETE PAVED
 TRAPEZOIDAL BROAD-CRESTED WEIR

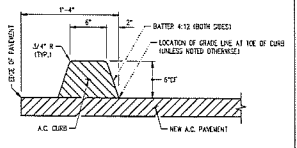
JOB NO. DBC-0388 SH. 4 OF 16
 CONTRACT DWG. NO. _____

6/20/2019 10:20:29

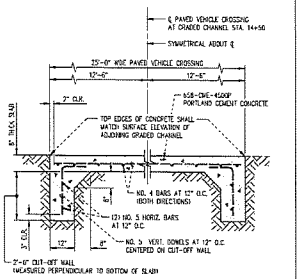


SEE SHEET 7

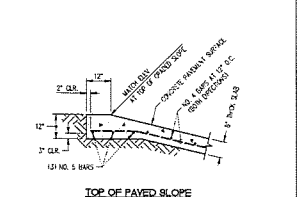
SEE SHEET 7



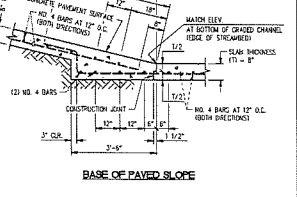
DETAIL A
NO SCALE
6" A.C. CURB



TRANSVERSE SECTION

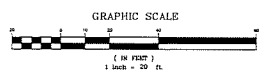


TOP OF PAVED SLOPE



BASE OF PAVED SLOPE

DETAIL B
NO SCALE
CONCRETE PAVED VEHICLE CROSSING
AT GRADED CHANNEL
GRADED OVERFLOW CHANNEL STA. 14+50



NO.	DATE	DESCRIPTION

CITY OF INDUSTRY
INCORPORATED JUNE 18, 1857
P.O. Box 5386, City of Industry, California 91744
Administrative Offices 15625 E. Stafford Street
(626) 333-2211



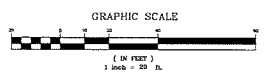
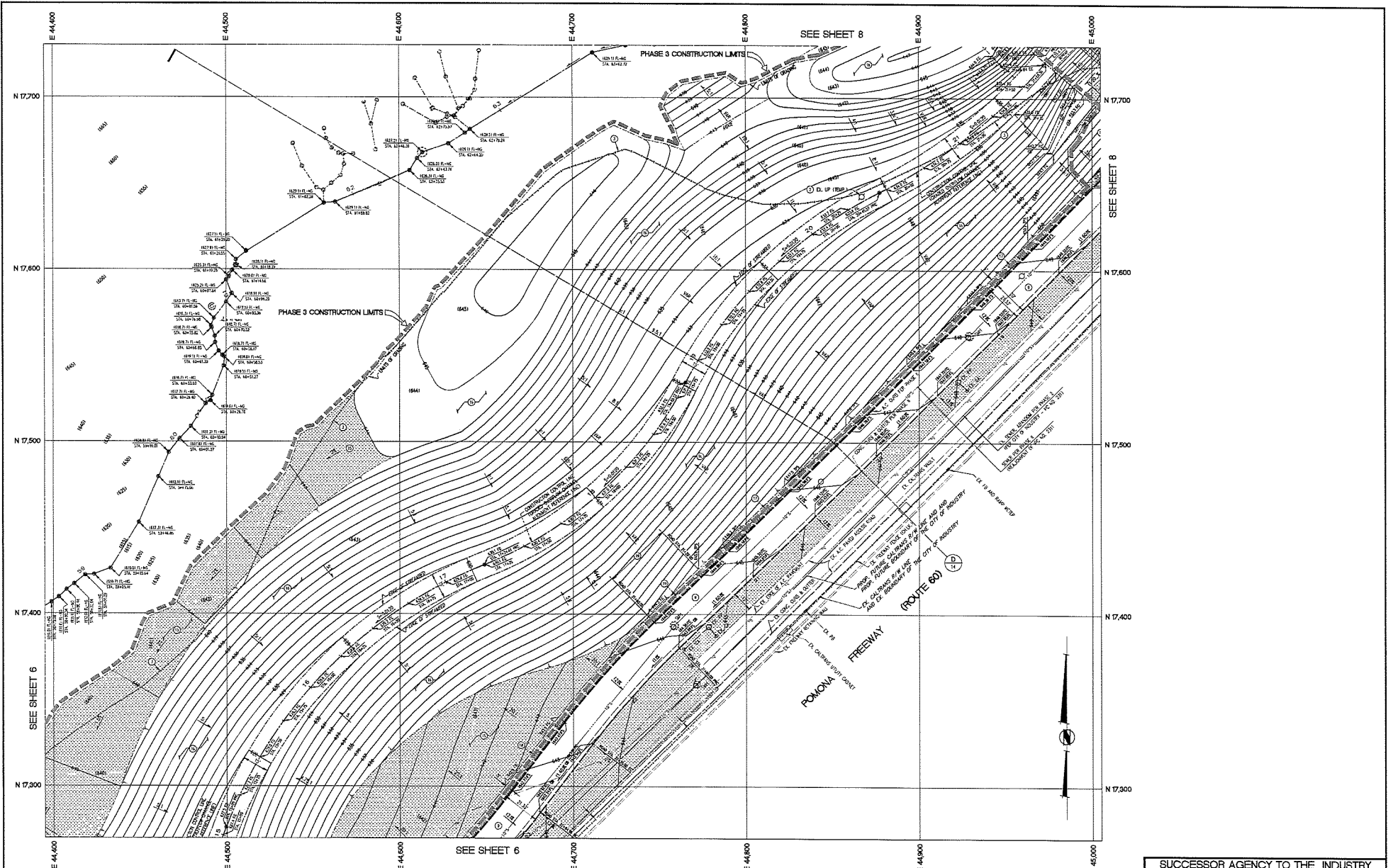
PREPARED BY: **Thomsen Engineering, Inc.**
14000 W. Century Ave., Suite 200, Century City, CA 90045
Tel: 310-555-0000 Fax: 310-555-0001
Bid Set: 1/09/19
PROJECT: PAVEMENT GRATE R.C.E. 33052 DATE: 1/09/19
DESIGNER: RWT

SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

APPROVED BY: _____
DATE: 1/09/19

DIAMOND BAR CREEK RESTORATION - PHASE 3
GRADING PLAN
JOB NO. DBC-0358 SHT. 6 OF 16
CONTRACT DWG. NO. _____

63030-01/09/2019



NO.	DATE	REVISION	DESCRIPTION

CITY OF INDUSTRY
 INCORPORATED - JUNE 10, 1957
 P.O. Box 3088, City of Industry, California 91744
 Administrative Center 15625 E. Stanford Street
 (928) 333-2211



PREPARED BY: **Thomson Engineering, Inc.**
 280 N. Central Ave., Suite 1400, Fullerton, CA 92630
 (714) 771-0200
 Bid Set 1/09/19
 PROJECT: FILLMORE GREIFE R.C.C. 33052 DATE: 01/07/2018
 DESIGN: WJL/STJ

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

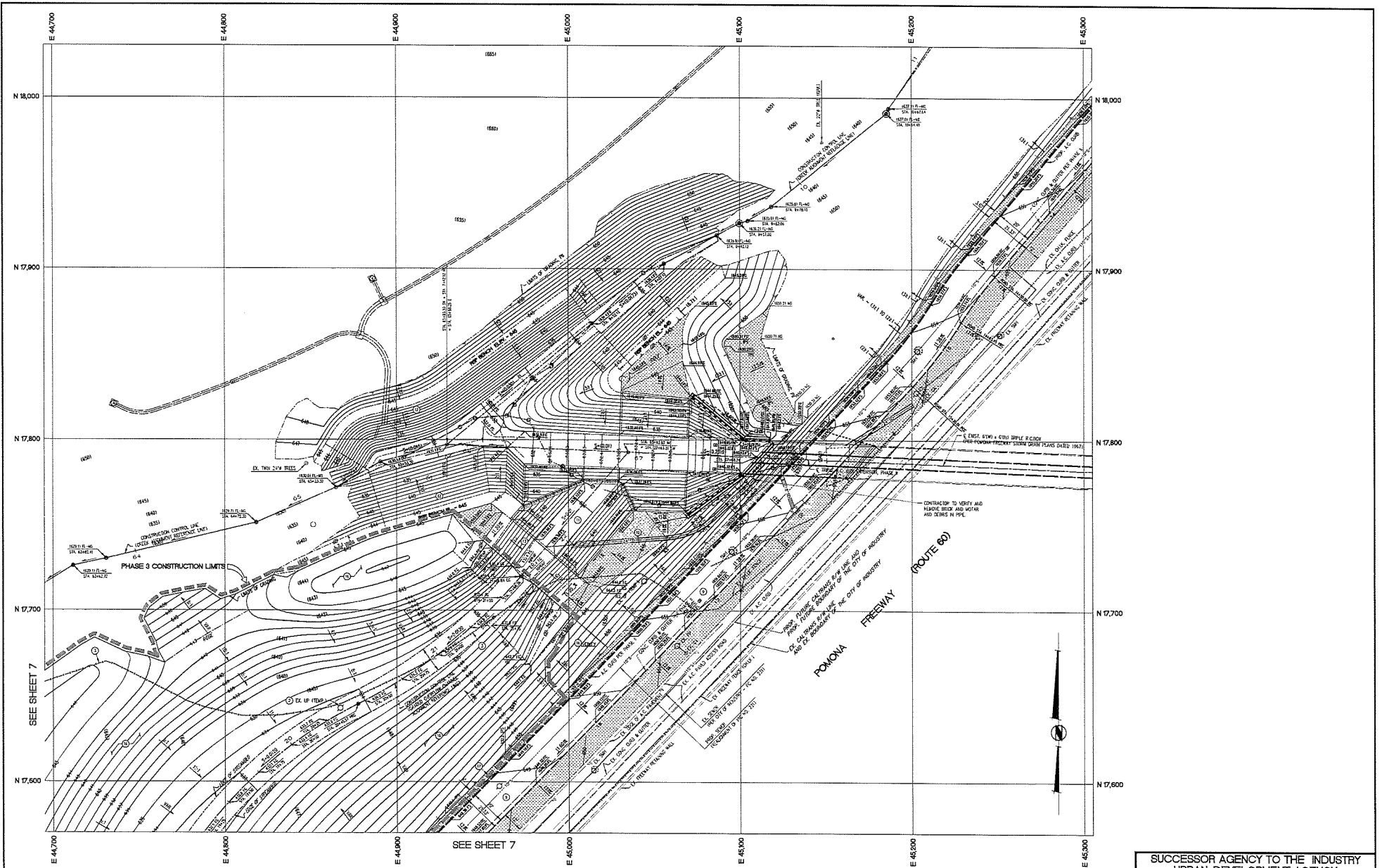
APPROVED BY: _____ DATE: _____

DIAMOND BAR CREEK RESTORATION - PHASE 3 GRADING PLAN

GRADING PLAN

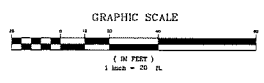
JOB NO. DBC-0388 SHT. 7 OF 15
 CONTRACT NO. _____

6303C-01/07/2019



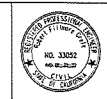
SEE SHEET 7

SEE SHEET 7



NO.	DATE	DESCRIPTION

CITY OF INDUSTRY
INCORPORATED JUNE 19, 1957
P.O. Box 3366 City of Industry, California 91744
Administrative Offices 5525 E. Stafford Street
(626) 333-2211



PREPARED BY
Thomson Engineering, Inc.
10000 Wilshire Blvd., Suite 1000, Los Angeles, CA 90024
Tel: (310) 271-1000 Fax: (310) 271-1001
www.thomsoneng.com

Bid Set
ROBERT FILLMORE GREIFE R.C.E. 33552 DATE 1/09/19
DATE 01/07/2016 DESIGN BY RT

SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

APPROVED BY: _____ DATE: _____
PROJECT NO. 0388

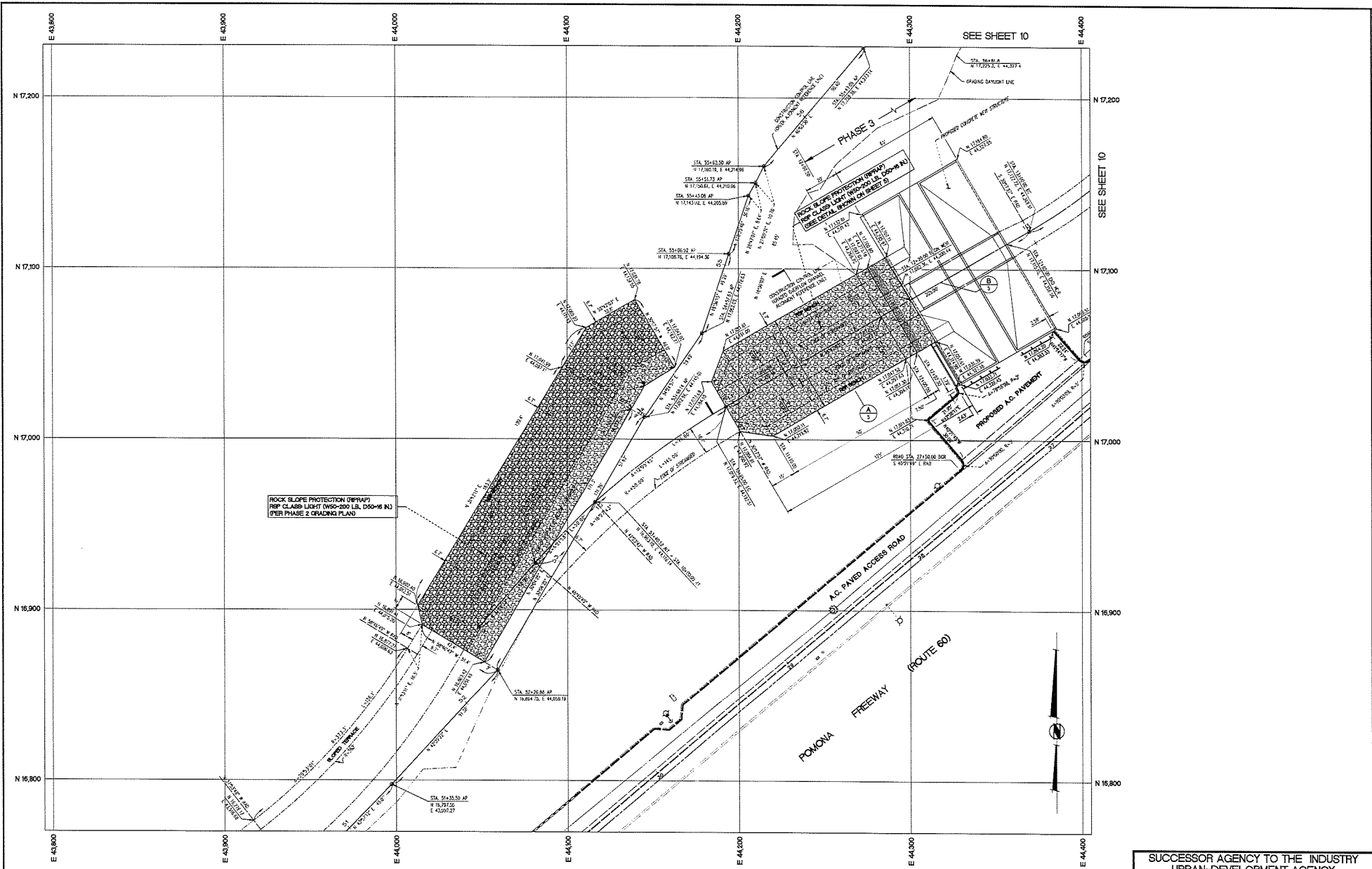
**DIAMOND BAR CREEK RESTORATION - PHASE 3
GRADING PLAN**

GRADING PLAN

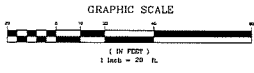
CHECKED BY: _____ DATE: _____
DATE 01/07/2016

JOB NO. DBC-0388 SHEET 8 OF 15
CONTRACT DWS NO. _____ OF _____

6300-C-01/09/2019



ROCK SLOPE PROTECTION (RRAP)
R5P CLASS LIGHT (200-300 LB, 350-450 IN)
PER PHASE 2 GRADING PLAN



NO.	DATE	REVISION	DESCRIPTION

CITY OF INDUSTRY
 INCORPORATED JUNE 18, 1957
 P.O. Box 3236, City of Industry, California 91744
 Administrative Offices 1825 E. Stafford Street
 (626) 533-2211



PREPARED BY: **Thomson Engineering, Inc.**
 1001 E. Main Street, Suite 100, Fullerton, CA 92630
 (714) 944-4444 Fax: (714) 944-4444
 www.thomsoneng.com

Bid Set 1/29/19
 ROBERT FILLMORE GREFF, P.E., 33552 DATE
 CHECKED BY: [] JOB NO. OBC-0388 SHT. 9 OF 16
 DATE: 07/07/2019 CONTRACT DOC. NO. []

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

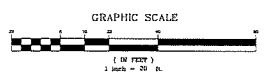
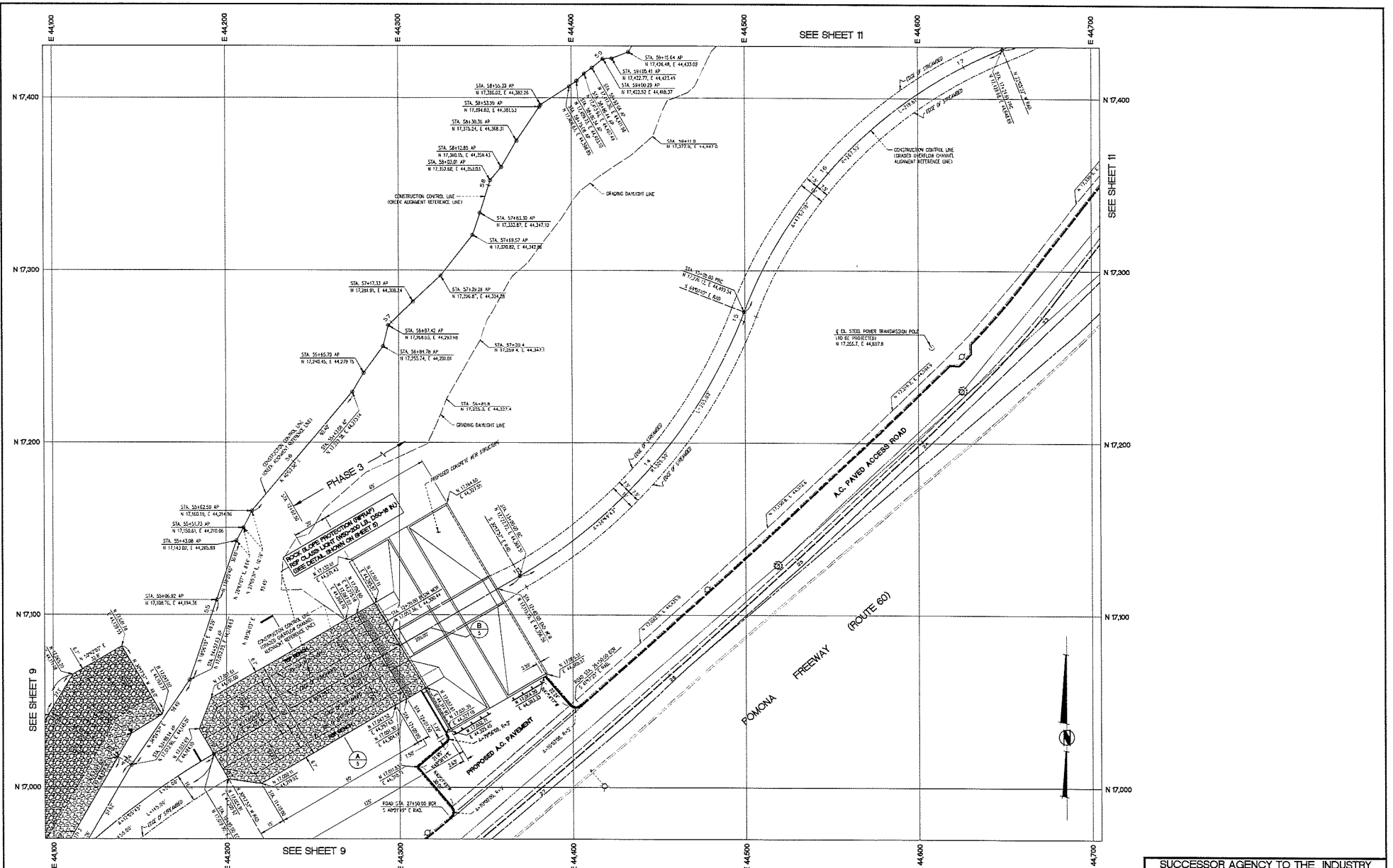
APPROVED BY: [] DATE: []

Job No. OBC-0388, P.E. 45550, ROBERT FILLMORE GREFF

DIAMOND BAR CREEK RESTORATION - PHASE 3 GRADING PLAN

SPATIAL LAYOUT FOR GRADING IMPROVEMENTS

6800C-0107/2019



NO.	DATE	DESCRIPTION

CITY OF INDUSTRY
 INCORPORATED JUNE 18, 1957
 P.O. Box 2388, City of Industry, California 91744
 Administrative Office 5622 E. Starford Street
 (626) 333-2211



PREPARED BY: **Thomson Engineering, Inc.**
 501 W. Central Ave., Suite 100, Fullerton, CA 92630
 (714) 771-1111
 Bid Set
 ROBERT FILLMORE GREFFE R.C.E. 33362 DATE: 1/29/19
 RICHARD W. GRIFFIN, P.E. DESIGN BY: TET

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

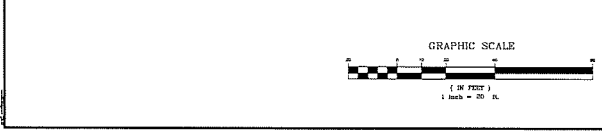
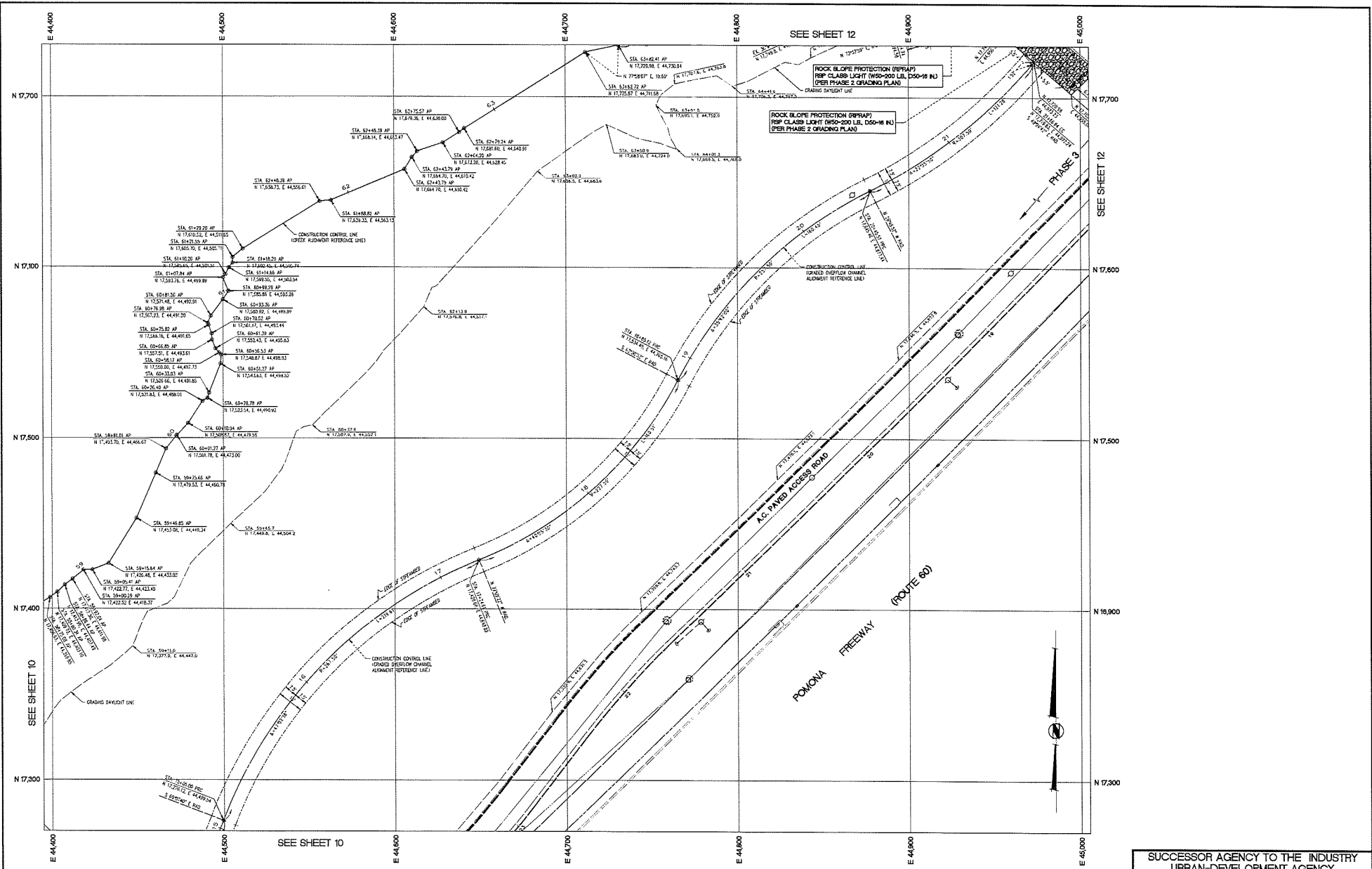
APPROVED BY: _____ DATE: _____
JAMES E. BROWN, P.E., JAMES E. BROWN & ASSOCIATES

DIAMOND BAR CREEK RESTORATION - PHASE 3 GRADING PLAN

SPATIAL LAYOUT FOR GRADING IMPROVEMENTS

JOB NO. DBC-0388 SHT. 10 OF 16
 DATE: 01/07/2019 CONTRACT DWG. NO. _____

685CC-01/07/2019



NO.	DATE	REVISION	DESCRIPTION

CITY OF INDUSTRY
 INCORPORATED JUNE 18, 1957
 P.O. Box 0364, City of Industry, California 91744
 Administrative Offices 15625 E. Stafford Street
 (626) 332-2211



PREPARED BY: **Thomson Engineering, Inc.**
 525 N. Central Ave., Suite 200
 Fullerton, CA 92630
 Tel: 714-771-8888 Fax: 714-771-8889
 www.thomsoneng.com

Bl'd Set: 1/09/19
 ROBERT FILLMORE GREFF, R.C.E. 33052 DATE
 DATE: 01/07/2019

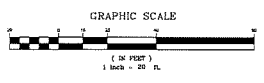
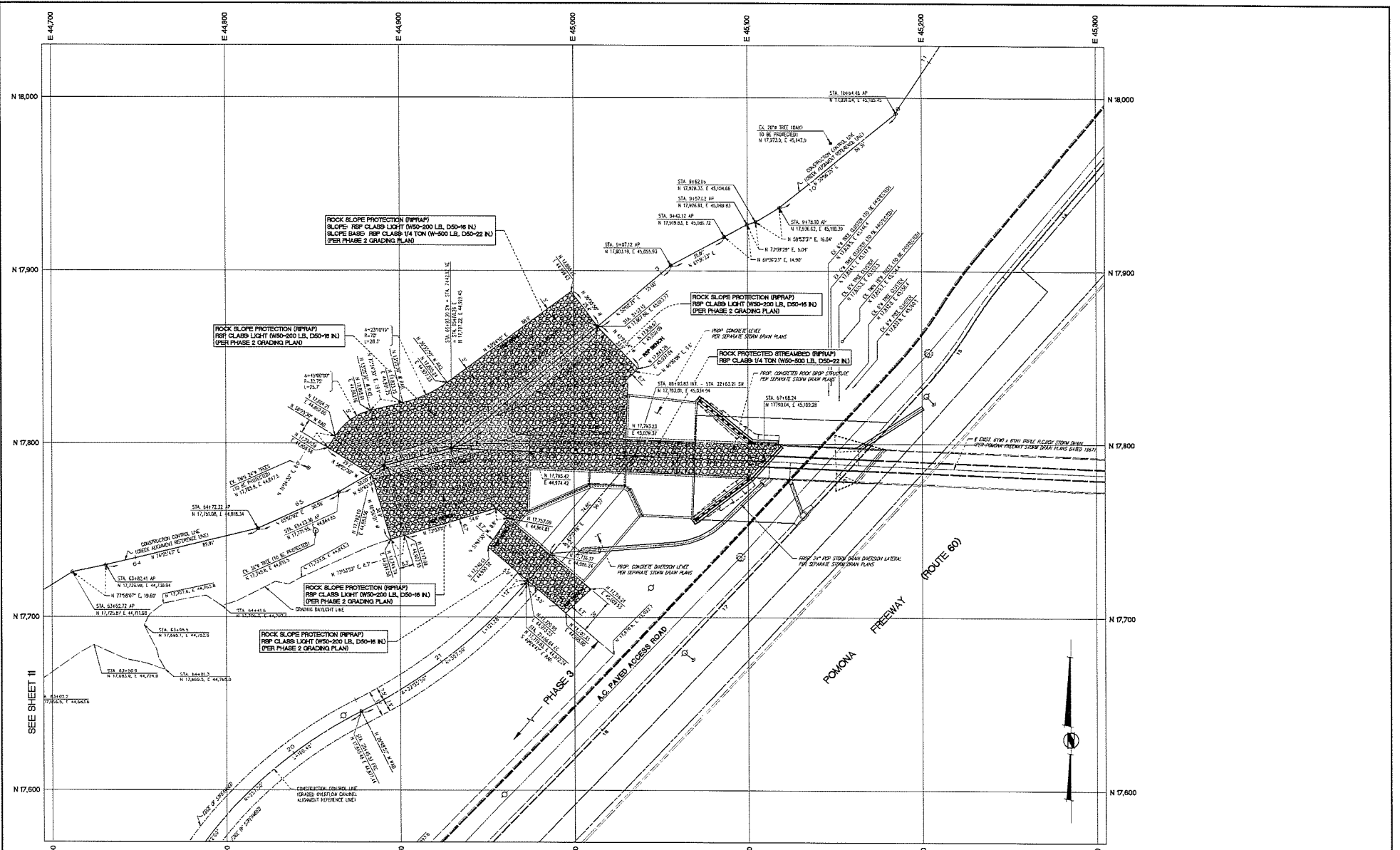
APPROVED BY: **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**

APPROVED BY: **DIAMOND BAR CREEK RESTORATION - PHASE 3 GRADING PLAN**

SPATIAL LAYOUT FOR GRADING IMPROVEMENTS

JOB NO. DBC-0388 SHT. 11 OF 16
 CONTRACT ENG. NO. _____

030C-07/09/2019



NO.	DATE	REVISION	DESCRIPTION

CITY OF INDUSTRY
 INCORPORATED JUNE 18, 1957
 P.O. Box 2388, City of Industry, California 91744
 Administrative Offices 15823 E. Stafford Street
 (626) 333-2281



PREPARED BY: **Thomson Engineering, Inc.**
 2851 N. Central Ave., Suite 214, West Covina, CA 91799
 (626) 917-1100
 www.thomsoneng.com

Bid Set: 1/09/19
 ROBERT F. GREFE, P.E. 33552 DATE: 01/07/2019

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

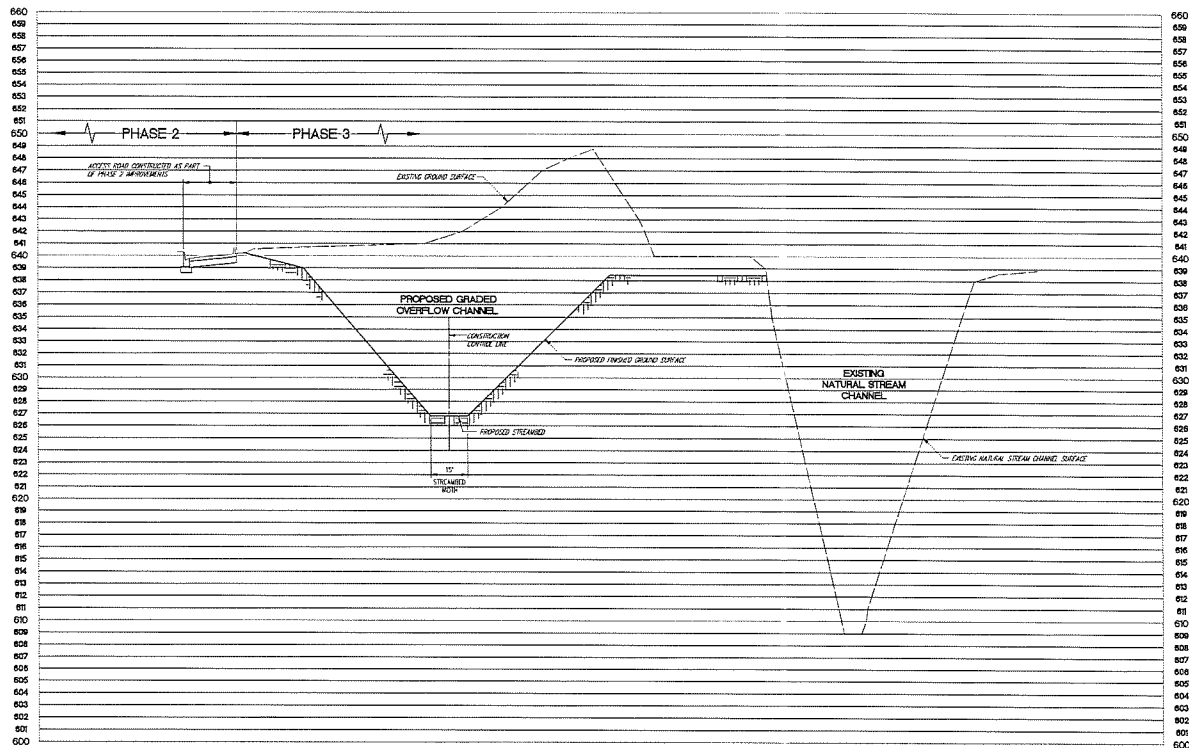
APPROVED BY: _____ DATE: _____

DIAMOND BAR CREEK RESTORATION - PHASE 3 GRADING PLAN

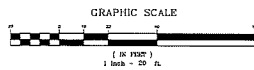
SPATIAL LAYOUT FOR GRADING IMPROVEMENTS

Job No. OBC-0388 SHT. 12 OF 16
 CONTRACT Dwg. No. _____ OF _____

BDCD-CITY/019/2019



SECTION C-C
 HORIZ. SCALE 1"=20', VERT. SCALE 1"=4'
 GRADED OVERFLOW CHANNEL STATION 14+50



NO.	DATE	DESCRIPTION



CITY OF INDUSTRY
 INCORPORATED JUNE 18, 1957
 P.O. Box 3386, City of Industry, California 91744
 Administrative Offices 15525 E. Starford Street
 (626) 333-2211

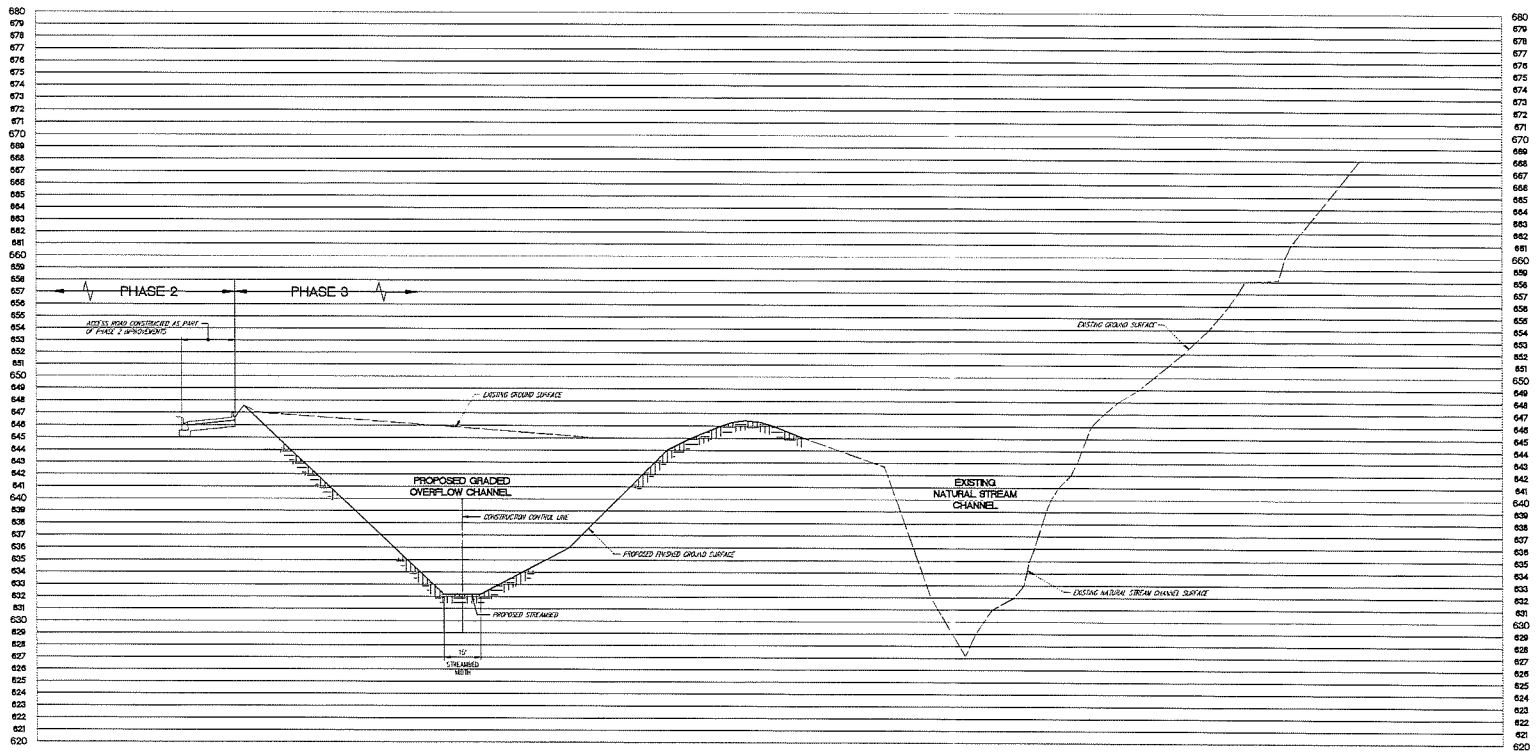


PREPARED BY:
Thomas Engineering, Inc.
 1410 S. Garfield Ave., Suite 100, Industry, CA 91704
 (916) 434-8888 Fax (916) 434-8889
 www.thomase.com

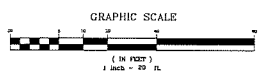
BIG SET 1/20/19
 PROPERTY FILLMORE GRIFFIN P.C.C. 33052 DATE
 ENGINEER FILLMORE GRIFFIN P.C.C. 33052 DATE 01/03/2019

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY		
APPROVED BY:	DATE:	DATE:
DIAMOND BAR CREEK RESTORATION - PHASE 3 GRADING PLAN		
SECTION C-C		
CHECKED BY: JD	JOB NO. DBC-0388	SHT. 13 OF 16
DATE 01/03/2019		

6/20/19-01/03/2019



SECTION D-D
 HORIZ. SCALE 1"=20', VERT. SCALE 1"=4'
 GRADED OVERFLOW CHANNEL STATION 19400



NO.	DATE	DESCRIPTION

CITY OF INDUSTRY
 INCORPORATED JUNE 18, 1957
 P.O. Box 3366, City of Industry, California 91744
 Administrative Offices: 5502 E. Stafford Street
 (626) 333-2211



PREPARED BY: **Thomson Engineering, Inc.**
 1001 N. Central Ave., Suite 200, CA 91704
 (916) 486-2275
 www.thomsoneng.com

Big Set: 1/20/19
 ROBERT FILLMORE GREFFE R.C.C. 33552 DATE
 THOMSON ENGINEERING, INC. P.E. DATE
 DESIGN BY: TE

SUCCESSOR AGENCY TO THE INDUSTRY
 URBAN-DEVELOPMENT AGENCY

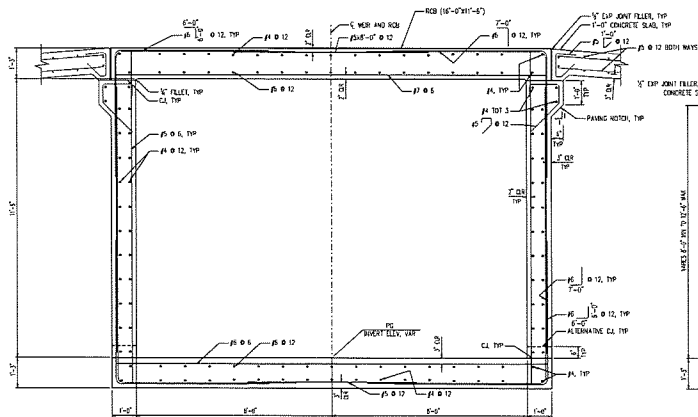
APPROVED BY: _____ DATE: _____
 JAMES H. NAYLOR R.C.C. 38225 AGENCY DESIGNER

DIAMOND BAR CREEK RESTORATION - PHASE 3
 GRADING PLAN

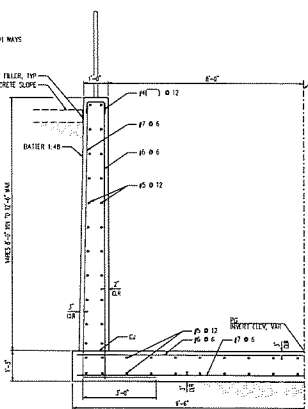
SECTION D-D

CHECKED BY: IU DATE: 07/07/2019
 JOB NO. DBC-0368 SHT. 14 OF 15

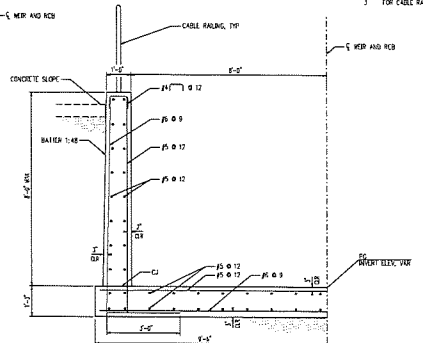
6 DBCC-03/07/2019



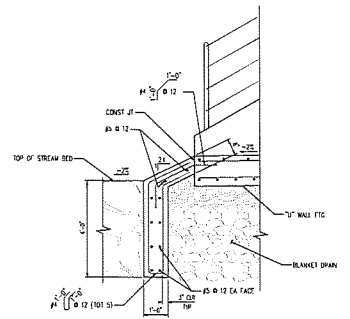
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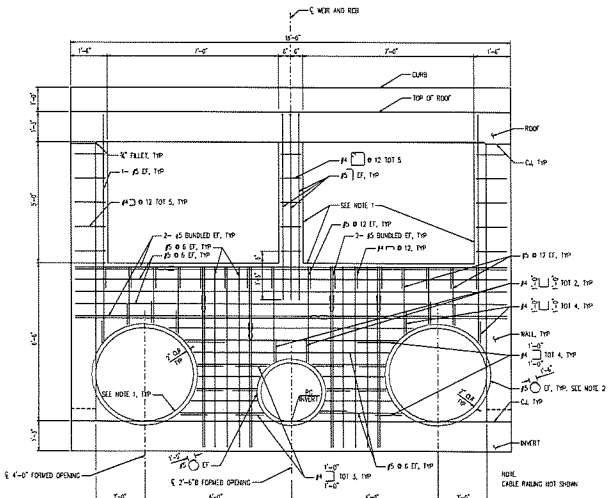
SECTION G-G
SCALE: 1/2"=1'-0"



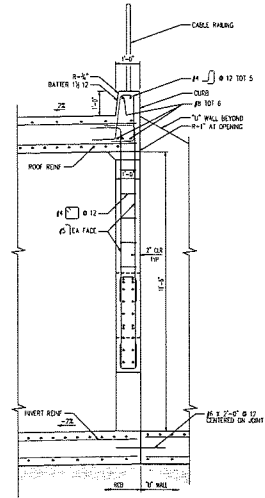
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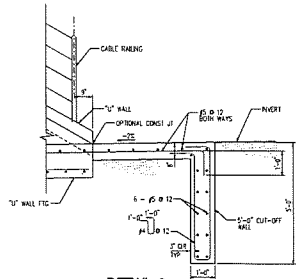
DETAIL 1
SCALE: 1/2"=1'-0"



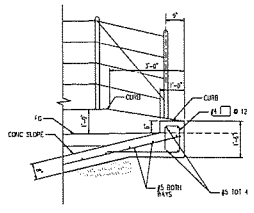
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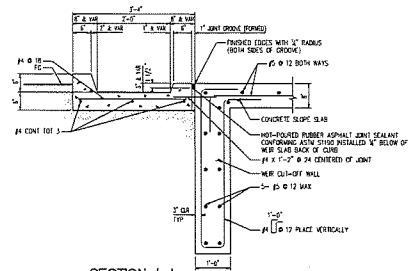
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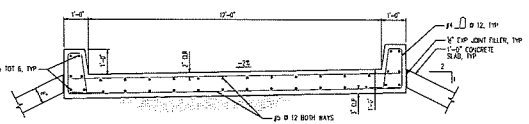
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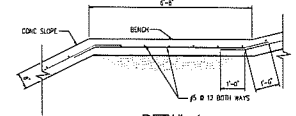
DETAIL 3
SCALE: 1/2"=1'-0"



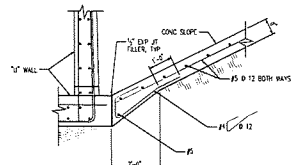
SECTION J-J
SCALE: 1/2"=1'-0"



SECTION K-K
SCALE: 1/2"=1'-0"



DETAIL 4
SCALE: 1/2"=1'-0"

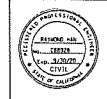


DETAIL 5
SCALE: 1/2"=1'-0"

- NOTES:
- 1 ALL EXPOSED CORNERS TO BE FINISHED WITH A 1" RADIUS
 - 2 MOVE REBAR IN WALL AND INVERT TO CLEAR OPENING REBAR
 - 3 FOR CABLE RAILING DETAIL, SEE LOS ANGELES COUNTY STANDARD PLAN 8011-17

REVISIONS		
NO.	DATE	DESCRIPTION

CITY OF INDUSTRY
 INCORPORATED JUNE 18, 1967
 P.O. Box 3368, City of Industry, California 91744
 Administrative Offices 15625 E. Stafford Street
 (626) 333-2211



PREPARED BY: **WKE**
 1851 E. FIRST STREET, SUITE 1400
 SANTA ANA, CA 92705
 (714) 953-2885

Bid Set
 R C C 88928 DATE: 01/07/19
 TRAYWOLD MAN DESIGN BY: WKE, INC.

SUCCESSOR AGENCY TO THE INDUSTRY
 URBAN-DEVELOPMENT AGENCY

APPROVED BY: **WKE** AGENCY ENGINEER DATE: 01/07/2019

DIAMOND BAR CREEK RESTORATION - PHASE 3

SECTIONS AND DETAILS
 CONCRETE PAVED
 TRAPEZOIDAL BROAD-CRESTED WEIR

DESIGNED BY: WKE, INC. JOB NO. OBC-0388 SHT. 16 OF 16
 DATE: 01/07/2019

SUCCESSOR AGENCY

ITEM NO. 5.3



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

MEMORANDUM

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

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Contract Agency Engineer *gn*

DATE: January 24, 2019

SUBJECT: Consideration of Amendment No. 5 to the Agreement for Consulting Services with Jacobs Engineering Group, Inc. for the State Route 60 Interchange and Lemon Avenue Project, extending the Term through May 31, 2019

Background:

On August 10, 2005, the Agency approved a Professional Services Agreement with Jacobs Civil, Inc., ("Jacobs"). Jacobs was retained in 2005 to provide consulting services to prepare planning, environmental, right-of-way and final design documents including construction support for the Lemon Avenue Interchange at State Route 60. The project is being undertaken in cooperation with the City of Diamond Bar and San Gabriel Valley Council of Governments ("SGVCOG") previously doing business as Alameda Corridor-East Construction Authority ("ACE"), who manages the construction of the project under an encroachment permit from Caltrans. Jacobs is currently listed in the Recognized Obligation Payment Schedule under line Item No. 117.

Discussion:

This project is still closing out the final items of work. Jacobs does not need a budget increase, but the contract term ended at the end of December 2018. At this time, we are presenting an amendment only to extend the term. Due to the expiration of the Term on December 31, 2018, this amendment extends the Term through May 31, 2019 to allow Jacobs to complete this work.

Fiscal Impact:

There is no fiscal impact with this Amendment.

Recommendation:

- 1) Staff recommends that the Board approve Amendment No. 5 to the Agreement for Consulting Services with Jacobs Engineering Group, Inc.

Exhibit:

- A. Amendment No. 5 to the Agreement for Consulting Services with Jacobs Engineering Group, Inc. dated January 24, 2019
-

TH/JN:jv

EXHIBIT A

Amendment No. 5 to the Agreement for Consulting Services with Jacobs Engineering Group, Inc. dated January 24, 2019

[Attached]

**AMENDMENT NO. 5
TO AGREEMENT FOR CONSULTING SERVICES WITH JACOBS ENGINEERING
GROUP, INC.**

This Amendment No. 5 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 24th day of January, 2019, by and between the Successor Agency to the Industry Urban Development Agency, a California municipal corporation (“Agency”) and Jacobs Engineering Group, Inc. (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

WHEREAS, the term of the Agreement was extended to December 31, 2018 at the January 25, 2018 Agency Board meeting, but the project will continue through May 2019; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 5, 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:

3. Term of Agreement

Section 3 is hereby revised to read in its entirety as follows:

This Agreement shall commence on the Effective Date and shall remain in full force and effect until May 31, 2019, unless sooner terminated as provided in Section 4 herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 to the Agreement as of the Effective Date.

“AGENCY”
**Successor Agency to the Industry Urban-
Development Agency**

“CONSULTANT”
Jacobs Engineering Group, Inc.

By: _____
Troy Helling, Executive Director

By: _____
Lou Cornell, B&I Region Vice President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

EXHIBIT A TO AMENDMENT NO. 5

Agreement for Consulting Services with Jacobs Civil, Inc. dated August 10, 2005

[Attached]

AGREEMENT FOR CONSULTING SERVICES

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

RECITALS

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

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

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

1. Consultant's Services.

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

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

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

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

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

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

2. City Representative.

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

3. Term of Agreement.

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

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

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

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

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

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

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

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

10. Qualifications; Standard of Performance.

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

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

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

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

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

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

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

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

With a copy to:

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

If to Consultant:

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

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

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

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

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

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

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

21. Reliance on Reports [check if applicable]

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

22. Discrimination and Equal Employment Opportunity.

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

23. No Assignment.

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

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

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

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

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

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

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

28. Exhibits; Precedence.

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

29. Entire Agreement and Amendments.

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

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

30. Severability.

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


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

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


**INDUSTRY URBAN-
DEVELOPMENT AGENCY**

**CONSULTANT
JACOBS CIVIL, INC.**

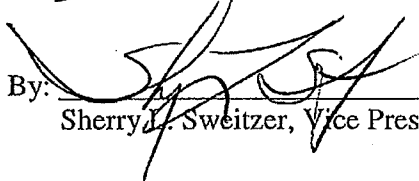
By:


L. Ronald Cipriani, Chairman

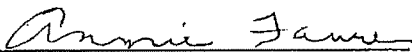
By:


Hank Alonso, Office Manager

By:


Sherry L. Sweitzer, Vice President

Attest:


Annie Faure, Secretary

Approved As To Form:

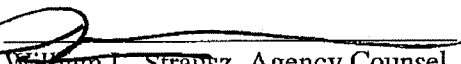
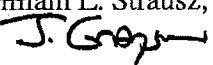

William L. Strausz, Agency Counsel


EXHIBIT A

Scope of Services

See Attached

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

INTRODUCTION

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

PROJECT ASSUMPTIONS

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

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

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

EXHIBIT A

SCOPE OF SERVICES

PHASE I –PA/ED

Task 1.1 Preliminary Coordination/Data Gathering

Task 1.1.1 Kick-off Meeting

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

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

Products: Meeting Agenda, Meeting Minutes.

Task 1.1.2 Data Gathering

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

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

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

Task 1.1.3 Baseline Traffic Analysis and Forecasting

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

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

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

EXHIBIT A

Summary of Task 1.1 Products

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

Task 1.2 Public Information and Scoping

PREPARE PROJECT INITIATION NOTICES

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

Public Outreach Plan

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

Master Distribution and Contact List

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

Informational Meetings

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

Prepare Meeting Materials and Presentation Boards

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

Advertise Informational Meetings

EXHIBIT A

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

Prepare Record of Public and Agency Involvement

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

Task 1.3 Preliminary Engineering

Task 1.3.1 Geometric Plans and Profiles

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

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

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

Task 1.3.2 Structures Advance Planning Studies (if needed)

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

Task 1.3.3 Traffic Analysis

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

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

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

Task 1.3.4 Geotechnical Investigation

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

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

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

EXHIBIT A

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

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

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

Task 1.3.5 Utility Coordination

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

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

Products: Utility Map.

Task 1.3.6 Right-of-Way Requirements

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

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

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

Task 1.3.7 Stage Construction/Traffic Handling

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

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

Product(s): Construction Staging Concept Schematics.

Task 1.3.8 Storm Water Data Report

EXHIBIT A

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

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

Product(s): Storm Water Data Report

Task 1.3.9 Cost Estimates

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

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

Product: Construction Cost Estimates

Summary of Task 1.3 Products

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

Task 1.4 Environmental Technical Studies

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

Task 1.4.1 Air Quality

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

EXHIBIT A

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

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

Task 1.4.2 Noise Study

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

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

Task 1.4.3 Natural Environment Study (NES)

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

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

EXHIBIT A

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

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

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

Task 1.4.4 Cultural Resources

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

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

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

CALTRANS STUDY AREA/APE MAP

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

ARCHIVAL AND HISTORIC RESEARCH

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

EXHIBIT A

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

NATIVE AMERICAN CONSULTATION

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

FIELD SURVEY

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

REPORTS

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

Task 1.4.5 Floodplain Evaluation Report

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

Task 1.4.6 Water Quality Assessment Report

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

EXHIBIT A

Task 1.4.7 Visual Quality

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

Task 1.4.8 Growth Inducement

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

Task 1.4.9 Relocation Impact Report

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

Task 1.4.10 Impacts of Brea Canyon Road Eastbound Ramp Closure

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

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

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

Task 1.5 Initial Study/Environmental Assessment

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

Task 1.5.1 Preparation of Screencheck Initial Study/Environmental Assessment

EXHIBIT A

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

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

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

Task 1.5.2 Public Review of IS/EA

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

Task 1.5.3 Response to Comments/Mitigated Negative Declaration

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

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

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

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

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

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

Task 1.5.4 Completion of NEPA Process

EXHIBIT A

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

Task 1.6 Jurisdictional Delineation and Permit Requirements (if required)

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

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

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

Task 1.6.1 Coordinate with Project Team

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

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

Jurisdictional Delineation

Regulatory Background

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

Jurisdiction Delineation

EXHIBIT A

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

Initial Coordination with Regulatory Agencies

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

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

Permit Application

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

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

Section 404 Permit Application

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

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

Section 401 Water Quality Certification Application

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

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

EXHIBIT A

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

Section 1602 Streambed Alteration Agreement

We will submit the following materials to the CDFG:

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

Project Team Review/Revisions

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

Follow-Up Coordination

EXHIBIT A

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

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

Task 1.7 Project Report

Task 1.7.1 Draft Project Report

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

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

Product: Draft PR

Task 1.7.2 Final Project Report

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

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

Product: FPR

Summary of Task 1.7 Products

- Draft Project Report
- Final project Report
-

PHASE II – PS&E

Task 2.1 30% PS&E - Roadway

Task 2.1.1 30% Plans

EXHIBIT A

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

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

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

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

Task 2.1.2 Utility Research, Coordination and Plans

Requirements: Prepare utility plans for 30% design phase.

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

Products: Preliminary Utility Plans.

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

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

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

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

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

EXHIBIT A

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

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

Task 2.1 Product Summary

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

Task 2.2 Bridge Type Selection (Tie-back Walls)

Task 2.2.1 General Plans and Type Selection

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

Task 2.2 Product Summary

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

TASK 3.0 60% PS&E

Task 3.1 60% PS&E - Roadway

Task 3.1.1 Hydrology and Drainage

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

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

Product(s): Hydrology Report; Drainage Report.

Task 3.1.2 Roadway Plans

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

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

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

Task 3.1.3 Drainage Plans

EXHIBIT A

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

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

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

Task 3.1.4 Lighting and Signal Plans

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

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

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

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

Task 3.1.5 Pavement Delineation Plans

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

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

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

Task 3.1.6 Signing Plans

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

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

Product(s): Signing Plans.

Task 3.1.7 Stage Construction, Traffic Control and Detour Plans

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

EXHIBIT A

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

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

Task 3.1.8 Traffic Management Plan

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

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

Product(s): Traffic Management Plan.

Task 3.1.9 Storm Water Data Report

Requirements: Prepare a Storm Water Data Report.

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

Product(s): Storm Water Data Report.

Task 3.1.10 Construction Cost Estimate

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

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

Product(s): Draft Cost Estimate.

Task 3.1.11 Landscaping and Irrigation Plans

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

EXHIBIT A

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

Product(s): Landscape and Irrigation Plans.

Task 3.1 Product Summary

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

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

Task 3.2.1 Bridge Structure Plans

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

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

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

Task 3.2 Product Summary

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

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

Task 4.1 100% PS&E - Roadway

Task 4.1.1 Roadway Plans

Requirements: Prepare the final roadway PS&E.

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

Product(s): Complete Roadway PS&E.

EXHIBIT A

Task 4.1.2 Roadway Special Provisions

Requirements: Prepare Final Roadway Special Provisions.

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

Product(s): Roadway Special Provisions.

Task 4.1.3 Roadway Construction Cost Estimate

Requirements: Prepare the final roadway construction cost estimate.

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

Product(s): Roadway construction cost estimate.

Task 4.1 Product Summary

- Complete Roadway PS&E

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

Task 4.2.1 Structure Plans

Requirements: Prepare the final structures PS&E.

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

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

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

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

EXHIBIT A

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

Task 4.2.2 Structure Special Provisions

Requirements: Prepare Final Structures Special Provisions.

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

Product(s): Structure Special Provisions.

Task 4.2.3 Structure Construction Cost Estimate

Requirements: Prepare final construction cost estimate for structures.

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

Product(s): Final Structures Construction Cost Estimates.

Task 4.2 Product Summary

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

Task 4.3 Resident Engineer's File

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

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

Product(s): Resident Engineer's File.

EXHIBIT A

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

EXHIBIT A

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

Task	Task Description	LSA Labor Classifications						Total Hours By Task	Direct Costs	Total Costs By Task	Total Costs By Major Task
		Principal	Prin/PM	Sr. Planner	Analyst	Graphics/GIS	WP				
1.0	Preliminary Activities/Management										\$48,825
1.1	Project Management	5	60	10	10	5	30	120	\$100	\$15,350	
1.2	Project Meetings	5	80	40	10	5	20	160	\$100	\$21,200	
1.3	Public Information and Scoping	5	25	20	20	30	10	110	\$100	\$12,275	
2.0	Purpose and Need/Project Description	5	40	10	0	15	15	85	\$100	\$10,950	\$10,950
3.0	Technical Studies										\$73,485
3.1	Traffic Study (N/A)										\$0
3.2	Air Quality Study	1	5	10	40	4	6	66	\$200	\$6,535	
3.3	Noise Study	0	20	30	50	10	10	120	\$200	\$12,750	
3.4	Natural Environment Study	2	10	20	40	10	10	92	\$500	\$9,780	
3.5	Cultural Resources Study	2	10	12	40	20	6	90	\$1,000	\$9,890	
3.6	Floodplain Evaluation Report	0	5	4	32	6	6	53	\$50	\$5,020	
3.7	Water Quality	3	5	4	38	4	6	60	\$100	\$5,905	
3.8	Visual Assessment	1	10	10	20	30	5	76	\$200	\$7,765	
3.9	Growth Inducement	2	5	10	20	4	5	46	\$50	\$4,770	
3.10	Relocation Impact Study	0	10	10	20	4	6	50	\$100	\$5,370	
3.1	Business Impacts Study	2	10	10	20	4	6	52	\$100	\$5,700	
4.0	Prepare IS/EA										\$58,000
4.1	Screencheck IS/EA	1	40	40	80	24	16	201	\$500	\$21,785	
4.2	Draft IS/EA	1	20	40	10	10	5	86	\$2,000	\$12,065	
4.3	Response to Comments/MND	5	45	30	30	7	16	133	\$250	\$16,150	Note: Fixed Amount of Hours
4.5	Completion of NEPA	5	20	20	10	3	4	62	\$250	\$8,000	
5.0	PERMITS										
5.1	Coordinate with Project Team	5	3	15	10	5	5	43	\$100	\$4,805	\$38,295
5.2	Jurisdictional Delineation	10	10	20	20	10	10	80	\$1,500	\$10,400	
5.3	Initiate Contact	5	2	10	10	0	5	32	\$75	\$3,620	
5.4	Permit Application	15	4	10	10	10	5	54	\$75	\$6,440	
5.5	Project Team Review/Revisions	10	4	10	10	5	10	49	\$200	\$5,715	
5.7	Follow Up/Coordination	10	4	20	20	5	5	64	\$200	\$7,315	
	Billing Rate by Classification	\$165	\$160	\$115	\$85	\$85	\$80				
	TOTAL NOT TO EXCEED								\$229,555	\$229,555	
									SAY	\$ 230,000	

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

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

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

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

EXHIBIT A

Leighton Consulting, Inc. for Jacobs Engineering

Lemon Ave Bridge - Phase I ESA & Phase II ESA

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

TOTAL NOT TO EXCEED FEE \$ 53,975

+ 22,295
 + 8,410

 \$ 84,680

EXHIBIT A

Leighton Consulting, Inc. for Jacobs Engineering

Lemon Ave Bridge - Geotechnical Investigation

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

EXHIBIT A



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

SUPPLEMENTAL WORK SCOPE AND FEES

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

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

Assumptions:

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

EXHIBIT A

ASSOCIATED ENGINEERS, INC.

Revised 6.27.05

SR 60/ LEMON, CITY OF INDUSTRY, CA

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

8/2/2005

AE DIRECT LABOR

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

OTHER DIRECT COSTS

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

Total Other Direct Costs \$46,580.00

TOTAL CONTRACT COST

\$275,353.49

*Rates used are averages for these classifications

Overhead = 116.58%; Fee = 10%

EXHIBIT A

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

EXHIBIT A

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

EXHIBIT B
Project Timeline
See Attached

EXHIBIT C

Hourly Rates and Authorized Reimbursements

See Attached

**City of Industry
Lemon Avenue Interchange**

**EXHIBIT C
HOURLY RATE SCHEDULE**

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

Firm: Jacobs Civil Inc.

Key Personnel:

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

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

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

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

Submitted By: Chao Chen

**City of Industry
Lemon Street Interchange**

**EXHIBIT C
HOURLY RATE SCHEDULE**

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

Firm: LSA Associates Inc.

Key Personnel:

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

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

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

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

Submitted By: Lyn Calderine

City of Industry
Lemon Avenue

EXHIBIT C HOURLY RATE SCHEDULE

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

Firm: Leighton Consulting

Key Personnel:

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

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

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

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

Submitted By: Dina Gartland

**City of Industry
Lemon Street Interchange**

**EXHIBIT C
HOURLY RATE SCHEDULE**

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

Firm: Associated Engineers, Inc.

Key Personnel:

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

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

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

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

Submitted By: Jim Imborski

**City of Industry
Lemon Street Interchange**

**EXHIBIT C
HOURLY RATE SCHEDULE**

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

Firm: Katz, Okitsu & Associates

Key Personnel:

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

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

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

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

Submitted By: Jimmy Lin

**City of Industry
Lemon Street Interchange**

**EXHIBIT C
HOURLY RATE SCHEDULE**

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

Firm: CNS Engineers, Inc.

Key Personnel:

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

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

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

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

Submitted By: James Lu

SUCCESSOR AGENCY

ITEM NO. 5.4



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: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Contract Agency Engineer, CNC Engineering *JN*
Ruel Ituralde, Project Manager, CNC Engineering *RI*

DATE: January 24, 2019

SUBJECT: Consideration of a Professional Services Agreement between WKE, Inc., and Successor Agency to the Industry Urban-Development Agency for structural engineering services for Grand Avenue and Ferrero Parkway Ramps Street Improvement in an amount not to exceed \$299,582.00

Background:

As part of the Industry Business Center development Environmental Impact Report ("EIR"), the Successor Agency is responsible for compliance with the Mitigation Monitoring Requirements ("MMP") set forth in the EIR. One of the requirements is to mitigate traffic environmental impacts in the surrounding affected areas. A total number of 87 intersections were deemed affected in the EIR. The intersection at Grand Avenue and Ferrero Parkway is identified in the EIR and the improvements include widening the northbound and southbound departures at the intersection and provide free-flow right turn lanes.

Discussion:

The intersection at Grand Avenue and Ferrero Parkway is to be widened as part of the MMP of the EIR. As stated above, the widening will be on both sides of Grand Avenue, northbound and southbound, adding free-flow right turn lanes. A portion of this widening includes a bridge on Grand Avenue that passes over the railroad. The 12-foot widening across the bridge portion of Grand Avenue that will add the free-flow right turn lane in the northbound direction, requires structural design. WKE, Inc. will provide the structural design portion of the project.

Fiscal Impact:

WKE, Inc. is listed on the Recognized Obligation Payment Schedule (ROPS) under Line Item No. 300. Contract amount is in the amount of \$299,582.00.

Recommendation:

It is hereby recommended that the Board approve the Professional Services Agreement between the Successor Agency to the Industry-Urban Development Agency and WKE, Inc.

Exhibit:

- A. Professional Services Agreement with WKE, Inc. dated January 24, 2019
-

TH/JN/SC:jv

EXHIBIT A

Professional Services Agreement with WKE, Inc. dated January 24, 2019

[Attached]

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of January 24, 2019 ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and WKE, Inc., a California Corporation ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, Agency desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Agency and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the Agency. The Services shall be performed by Consultant, unless prior written approval is first obtained from the Agency. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) Agency shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the Agency and in a first-class manner in conformance with the standards of quality normally observed by an entity providing structural engineering design services for bridge widening on Grand Avenue, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). During the term of this Agreement, Consultant

shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) Agency has not consented in writing to Consultant's performance of such work. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Agency. If Consultant was an employee, agent, appointee, or official of the Agency in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et. seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the Agency for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

The Executive Director or his designee shall represent the Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Ninety-Nine Thousand Five Hundred Eighty-Two Dollars (\$299,582.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

(30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Agency shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the Agency, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days' work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of

the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the Agency pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to review such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office, and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to Agency all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in

the performance of the Services pursuant to this Agreement, shall be and remain the property of the Agency.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Duty to Defend

In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by Agency, Consultant shall have an immediate duty to defend the Agency at Consultant's cost or at Agency's option, to reimburse the Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by Agency is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

10. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the Agency, or bind the Agency in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the Agency, unless otherwise required by law or court order.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the Agency, unless Consultant is prohibited by law from informing the Agency of such Discovery, court order or subpoena. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless Agency is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency:

Successor Agency to the
Industry Urban-Development Agency
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: Executive Director

With a Copy To:

Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Attention: James M. Casso, Agency Attorney

To Consultant:

WKE, Inc.
400 N. Tustin Avenue, Suite 275
Santa Ana, CA 92705
Attention: Wei Koo, President

16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide Agency with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying Agency as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the Agency for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the Agency for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the Agency and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. COUNTERPARTS

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

21. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

22. WAIVER

The waiver by Agency or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Agency or Consultant unless in writing.

23. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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 hereto have caused this Agreement to be executed as of the Effective Date.

“AGENCY”
Successor Agency to the Industry
Urban-Development Agency

“CONSULTANT”
WKE, Inc.

By: _____
Troy Helling, Executive Director

By: _____
Wei Koo, President

Attest:

By: _____
Julie Gutierrez-Robles, Assistant Secretary

Approved as to form:

By: _____
James M. Casso, Agency Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

The project includes the preparation of final Plans, Specification and Estimates (PS&E) of bridge widening of the Grand Avenue Bridge over UPRR (Bridge No. 1940) in the City of Industry (The City). The existing structure was constructed in the 1988 by the County of Los Angeles Department of Public Works. Grand Avenue Bridge is a three-span simply supported structure with span lengths of approximately 47, 77, and 68 feet. The existing bridge is 107 feet wide and it currently carries five through lanes of traffic with 7.5-foot wide raised sidewalks on both sides of Grand Avenue. Existing abutments are diaphragm abutments founded on precast concrete piles. There are wingwalls behind both abutments. A 16" Sewer line passes under the north span. A 20" and 16" high pressure refined petroleum pipe lines pass under the center span.

The proposed widening is along the east side in the northbound direction. The bridge will be widened by approximately 12-feet, which will provide adequate width for one lane of traffic and standard width shoulder in the northbound direction. The bridge widening will be constructed while maintaining two-northbound lanes on Grand Avenue. Vertical clearance of 23' over the tracks will be maintained. (Note, current UPRR standards require 23'-4" vertical clearance.) The widening will match the existing bridge span and geometry, with new abutments located along the alignment of the existing structures.

Existing structure with the proposed widening(s) will be evaluated for seismic performance in accordance with Caltrans MTD 20-4. The seismic vulnerability of the existing structure will be verified with the widening to allow a combined structure to perform with the acceptable seismic performance. Additional seismic retrofit beyond the widening will be identified in the combined structure analysis.

STRUCTURE DESIGN- BRIDGE WIDENING

1) BRIDGE GENERAL PLANS/ STRUCTURE TYPE SELECTION

The WKE Team will prepare the bridge general plans to reflect all the geometric, utility, foundation and bridge design changes. The bridge general plan will follow Caltrans Office of Special Funded Project Branch Information & Procedure Guide Section 4-2 "Structure Type Selection". Bridge General Plans will be based on the bridge site data such as roadway geometry, utility and drainage design. Those data will be supplied by the City. It is assumed that roadway designers will provide completed electronic format (Autocad) to the bridge engineers. Detailed falsework clearance calculations will be prepared by the bridge engineers to verify the proposed overhead clearance of all bridge constructions that require concrete construction on falsework.

Design will follow the Caltrans LRFD Bridge Design Specification.

The existing bridge may require seismic retrofitting measures due to the proposed outside widening. We will investigate the seismic safety and structural integrity of the existing structure follows the latest direction from Caltrans on "sliver" widening and may recommend additional measure to the design of the widening to strengthen the existing structures.

Preliminary seismic analysis will be performed during the Bridge Type Selection Phase. The purpose of the seismic analysis is to confirm the structure dimension and foundation type, size and locations. Seismic analysis will be based on the preliminary geotechnical design

memo produced by the project geotechnical engineer. The analysis would include dynamic analysis based on the proposed ARS curve per SDC 1.7 and estimated foundation stiffness. The analysis will determine elastic seismic displacement of the proposed structure.

The proposed structure will span over one existing UPRR tracks.

Bridge Type Selection Report will be prepared containing the material as required under Caltrans Information and Procedure Guide 4-2. We will also prepare General Plan Estimates for all the structure alternatives that have been studied during the Type Selection process and will confirm the proposed foundation design following foundation recommendations contained in the Preliminary Foundation Report to be supplied by the City.

Deliverables

Bridge General Plans

Bridge Type Selection Report GP

Estimates

2) UNCHECKED DETAILS SUBMITTAL

The bridge design will have prepared in accordance with the codes and standards of Caltrans. The following list summarizes the key design components of the structural improvements for the proposed bridge widening and reconstruction.

1. All plans and calculations will be prepared in English Imperial units.
2. Seismic analysis will follow the procedures as outlined in Caltrans SDC and Chapter 20 of the Caltrans Memo to Designers. Effect of the combined structures will be analyzed, and additional retrofit requirement in addition to the bridge widening will be evaluated.
3. Bridge structures will be designed following the latest Caltrans Seismic Design Criteria (SDC 1.7).
4. Because the bridge widening would involve a partial removal of the existing bridge overhang with raised walkway, structure will be designed with the properly coordinated construction sequence and staging plans. Construction joints will be placed and specified on the plans to indicate location of splices.
5. The bridge may require a new utility opening to accommodate a future utility line. Utility relocation will be referenced in the bridge plans.

The Unchecked Details and Specifications will be submitted to the City for review comments. (UPRR will not review the plans until 95% stage)

Deliverables

Preliminary Estimates

Draft Structure Special Provisions

65% Unchecked Detail Plans. The list of plans is shown below:

Sheet Title	No. of Sheets	Comments
Bridge General Plan	1	
General Notes	1	
Foundation Plans	1	
Grid Grades/ Deck Contour Plans	1	
Abutment 1 and 2 Layout and Sections	2	
Abutment Details/ Wing Wall Details	3	
Bent Sections	1	
Bent Details	2	
Typical Section	1	
Girder Layout	1	
Girder Sections and Details	3	
Barrier Rail and Lighting Details	1	
Miscellaneous Details	1	
Log of Test Borings	1	
Bridge (Widening)	20	

3) INITIAL STRUCTURE PLANS

WKE Team will follow the Caltrans practice and the plans will be checked independently by a registered engineer. The intent is to swap between the designers and checkers in order to maintain objectivity of the independent checking process. Differences in the calculations will be reconciled first before the Initial Plans will be submitted to Caltrans for review and approval.

WKE will prepare a final quantity takeoff. The based on the standard Item List developed in accordance with the Caltrans Standard Specification and Standard Special Provisions. Designer quantity take-offs will be compared with the independent quantity takeoffs following the completion of unchecked Details Plans. We will also prepare a complete set of independent quantity check calculations of all structural components. The quantities will be compared with the designer's quantity takeoffs, and all structure bid items will be checked in accordance with Caltrans Bridge Design Aids Section 11 "Estimating".

Suggested Work Days schedules will be prepared for the individual structures, as well as for the group of structures to be advertised and constructed in single phase. The 2018 Caltrans Standard Specification will be the basis of the project specification. We will develop a project specification using the Caltrans Standard Special Provisions (SSP) format.

WKE will submit the Initial Structure Plans to the UPRR and the City for review and approval. This stage of the submittal will include the followings:

- Bridge Plans,
- Standard Special Provisions
- Quantity and Initial Engineers estimates

Deliverables

90% Plans, Special Provisions and Estimates Design Calculations

Check Calculations
Check Detail Comments and Resolutions

4) FINAL PS&E SUBMITTAL

The final approval submittal will implement the design corrections as noted in the agency's review and our response comments. We will also produce our final Engineers Estimates as part of the final PS&E Submittal. We will also prepare the final RE pending files in accordance with Caltrans OSFP I&P Guides.

All structure plans will be submitted to the City both in hardcopy format, and electronic format. All plans will be prepared in DGN formats following Caltrans structure CAD preparation guidelines. RE pending files will be prepared in accordance with Caltrans MTD requirement, including the quantity summary sheets, MR calculations, final approved foundation report, 4-scale deck contour sheets, and construction notes to RE.

Deliverables

Final 100% PS&E Submittal

RE Pending Files

5) POST DESIGN SERVICES

WKE Team will conduct post design services (PDS) during the construction of the structures. The post design services include the following activities:

1. Attend pre-construction meeting
2. Respond to Request for Information (RFI) generated by the Construction Manager
3. Review prestressing reinforcement and joint seal assembly shop drawings
4. Produce As-Built plans

EXHIBIT B
RATE SCHEDULE

Project Manager	\$280.83
Senior Engineer	\$225.67
Project Engineer	\$130.39
Assistant Engineer	\$92.78
CAD	\$100.30

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant, or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the Agency. The Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Agency.

Timely notice of claims. Consultant shall give the Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.