
SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

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



Chair Cory C. Moss
Vice Chair Cathy Marcucci
Board Member Abraham Cruz
Board Member Mark D. Radecki
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 Register of Demands for October 10, 2019

RECOMMENDED ACTION: Ratify the Register of Demands for October 10, 2019.

5.2 Consideration of the Register of Demands for October 24, 2019

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate Agency Officials to pay the bills.

5.3 Consideration of the minutes of September 26, 2019 Regular Meeting

RECOMMENDED ACTION: Approve as submitted.

5.4 Consideration of Amendment No. 2 to the Professional Services Agreement with RKA Consulting Group for civil engineering services for the traffic mitigation requirements related to the Industry East and Industry Business Center projects, through October 24, 2022 (Consultant Contract No. 14-RKA 16-01 MP 99-31 #65)

RECOMMENDED ACTION: Approve the Amendment.

5.5 Consideration to cancel the November 28, 2019 and December 26, 2019 Successor Agency meetings

RECOMMENDED ACTION: Cancel the November 28, 2019 and December 26, 2019 Successor Agency meetings.

6. Adjournment.

SUCCESSOR AGENCY

ITEM NO. 5.1

**Successor Agency To The
Industry Urban-Development Agency
Authorization For Payment of Bills
October 10, 2019**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	53,000.00
222	IUDA PROJECT 2	134,364.34
	IUDA PROJECT 3	0.00
	TOTAL ALL FUNDS	187,364.34

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	134,364.34
BOFA	BANK OF AMERICA	53,000.00
	TOTAL ALL BANKS	187,364.34

**Successor Agency To The
Industry Urban Development Agency**

Wells Fargo Bank

October 10, 2019

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
32494	09/25/2019		INDUSTRY PUBLIC UTILITY	\$140.49
	Invoice	Date	Description	Amount
	2020-00000363	09/13/2019	8/10-9/10/19 SVC-#1 B STREET LOOP, IBC EAST	\$11.25
	2020-00000364	09/13/2019	8/10-9/10/19 SVC-#2 B STREET LOOP, IBC EAST	\$11.25
	2020-00000365	09/13/2019	8/10-9/10/19 SVC-#3 B STREET LOOP, IBC EAST	\$11.25
	2020-00000366	09/13/2019	8/10-9/10/19 SVC-#4 B STREET LOOP, IBC EAST	\$11.25
	2020-00000367	09/13/2019	8/10-9/10/19 SVC-#5 B STREET LOOP, IBC EAST	\$11.25
	2020-00000368	09/13/2019	8/10-9/10/19 SVC-370 GRAND AVE SOUTH	\$84.24
32495	09/26/2019		PBLA ENGINEERING, INC.	\$9,600.00
	Invoice	Date	Description	Amount
	108-2-0719	07/01/2019	DRAINAGE DESIGN-IBC PROJ	\$9,600.00
32496	10/10/2019		AVANT-GARDE, INC	\$962.50
	Invoice	Date	Description	Amount
	5689	09/01/2019	LEMON AVE/60 FWY INTERCHANGE	\$245.00
	5688	09/01/2019	GRAND AVE/SR60 OFF-RAMP	\$717.50
32497	10/10/2019		CNC ENGINEERING	\$79,161.25
	Invoice	Date	Description	Amount
	459423	09/26/2019	BAKER PKY SLOPE MAINT	\$255.00
	459424	09/26/2019	IBC-EAST SIDE ROADWAYS	\$20,065.00
	459425	09/26/2019	IBC-WEST SIDE ROADWAYS	\$50,137.50
	459426	09/26/2019	IBC-FUTURE PHASES AND STUDIES	\$8,703.75

**Successor Agency To The
Industry Urban Development Agency**

Wells Fargo Bank

October 10, 2019

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
32498	10/10/2019		PBLA ENGINEERING, INC.	\$6,300.00
	Invoice	Date	Description	Amount
	108-2-0919	09/01/2019	DRAINAGE DESIGN-IBC PROJ	\$6,300.00
32499	10/10/2019		RKA CONSULTING GROUP	\$23,397.50
	Invoice	Date	Description	Amount
	29215	09/17/2019	INTERSECTION IMPROVEMENT-CITY OF WALNUT	\$23,397.50
32500	10/10/2019		SCS ENGINEERS	\$12,974.44
	Invoice	Date	Description	Amount
	0359893	08/31/2019	ENGINEERING SVC-IBC PROJ	\$12,974.44
32501	10/10/2019		WKE, INC	\$11,428.16
	Invoice	Date	Description	Amount
	14001-68B	09/13/2019	57/60 FWY CONFLUENCE PROJECT	\$11,428.16

Checks	Status	Count	Transaction Amount
	Total	8	\$143,964.34

**Successor Agency To The
Industry Urban Development Agency**

Wells Fargo Voided Check

October 10, 2019

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
32472	08/22/2019	09/26/2019	PBLA ENGINEERING, INC.	(\$9,600.00)
	Invoice	Date	Description	Amount
	108-2-0719	07/01/2019	VOIDED CK-NEVER RECEIVED DRAINAGE DESIGN-IBC PROJ	(\$9,600.00)

Check	Status	Count	Transaction Amount
	Total	1	(\$9,600.00)

**Successor Agency To The
Industry Urban Development Agency**

**Bank of America
October 10, 2019**

Check	Date	Payee Name	Check Amount
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PJ1.BOFA.CHK - Project 1 BofA Checking

1153	09/24/2019		IUDA-ADMINISTRATIVE ACCOUNT	\$53,000.00
	Invoice	Date	Description	Amount
	A2 REG 9/26/19	09/24/2019	TRANSFER FUNDS REGISTER 9/26/19	\$53,000.00

Check	Status	Count	Transaction Amount
	Total	1	\$53,000.00

**Successor Agency To The
Industry Urban-Development Agency
Authorization For Payment of Bills
October 10, 2019**

Reviewed By: _____ Date _____

Approved By: _____ Date _____

SUCCESSOR AGENCY

ITEM NO. 5.2

**Successor Agency To The
Industry Urban-Development Agency
Authorization For Payment of Bills
October 24, 2019**

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	24,000.00
222	IUDA PROJECT 2	1,566,282.75
	IUDA PROJECT 3	13,130.66
	TOTAL ALL FUNDS	1,603,413.41

<u>BANK</u>	<u>NAME</u>	DISBURSEMENTS
WFBK	WELLS FARGO BANK	1,566,282.75
BOFA	BANK OF AMERICA	37,130.66
	TOTAL ALL BANKS	1,603,413.41

**Successor Agency To The
Industry Urban Development Agency**

Wells Fargo Bank

October 24, 2019

Check	Date			Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking					
32502	10/24/2019			ALL AMERICAN ASPHALT	\$524,612.78
	Invoice	Date	Description	Amount	
	#26IBC-0384A	10/01/2019	IBC-ROADWAYS AND SEWERS	\$289,393.98	
	#26IBC-0384H	10/01/2019	IBC-ROADWAYS AND SEWERS	\$74,830.00	
	#26IBC-0384H51	10/01/2019	IBC-ROADWAYS AND SEWERS	\$188,000.00	
32503	10/24/2019			CITIZENS BUSINESS BANK	\$27,611.20
	Invoice	Date	Description	Amount	
	#26IBC-0384A-R	10/01/2019	RETENTION-IBC ROADWAYS AND SEWERS	\$14,469.70	
	#26IBC-0384H-R	10/01/2019	RETENTION-IBC ROADWAYS AND SEWERS	\$3,741.50	
	#26IBC-0384H51-R	10/01/2019	RETENTION-IBC ROADWAYS AND SEWERS	\$9,400.00	
32504	10/24/2019			BRIGHTVIEW LANDSCAPE	\$26,100.00
	Invoice	Date	Description	Amount	
	#56GCD-0382	10/01/2019	BAKER PKY SLOPE MAINT	\$26,100.00	
32505	10/24/2019			CNC ENGINEERING	\$73,609.14
	Invoice	Date	Description	Amount	
	459512	10/10/2019	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$790.00	
	459513	10/10/2019	IBC-EAST SIDE ROADWAYS	\$32,927.50	
	459514	10/10/2019	IBC-WEST SIDE ROADWAYS	\$39,231.64	
	459511	10/10/2019	BAKER PKY SLOPE MAINT	\$660.00	
32506	10/24/2019			COUNTY OF LA DEPT OF PUBLIC	\$4,224.63
	Invoice	Date	Description	Amount	

**Successor Agency To The
Industry Urban Development Agency**

Wells Fargo Bank

October 24, 2019

Check	Date	Payee Name	Check Amount
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IUDAADM.WF.CHK - IUDA Admin WF Checking

PW-19090901018	09/09/2019	PREPARE TEMP SIGNAL PLAN-IBC PROJ	\$4,224.63
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32507	10/24/2019	SHAWNAN	\$864,618.75
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Invoice	Date	Description	Amount
#14IBC-0386A	10/01/2019	IBC-WEST SIDE ROADWAYS	\$338,384.00
#14IBC-0386F	10/01/2019	IBC-WEST SIDE ROADWAYS	\$141,020.00
#14IBC0386G1-116	10/01/2019	IBC-WEST SIDE ROADWAYS	\$360,961.00
#14IBC0386K	10/01/2019	IBC-WEST SIDE ROADWAYS	\$69,760.00

32508	10/24/2019	AMERICAN BUSINESS BANK	\$45,506.25
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Invoice	Date	Description	Amount
#14IBC-0386A-R	10/01/2019	RETENTION-IBC WEST SIDE ROADWAYS	\$16,919.20
#14IBC-0386F-R	10/01/2019	RETENTION-IBC WEST SIDE ROADWAYS	\$7,051.00
#14IBC0386G1116R	10/01/2019	RETENTION-IBC WEST SIDE ROADWAYS	\$18,048.05
#14IBC-0386K-R	10/01/2019	RETENTION-IBC WEST SIDE ROADWAYS	\$3,488.00

Checks	Status	Count	Transaction Amount
	Total	7	\$1,566,282.75

**Successor Agency To The
Industry Urban Development Agency**

Bank Of America

October 24, 2019

Check	Date	Payee Name	Check Amount
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08PJ3REVLOAN - 2008 PJ3 Revol Loan - Restricted

118	09/26/2019	IUDA-ADMINISTRATIVE ACCOUNT	\$740.00
	Invoice	Date	Amount
	BOFA-CK118 9/26	09/26/2019	\$740.00
		Description	
		2008 SUB-LIEN TAX BOND FOR REG 9/26/19	
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119	10/08/2019	IUDA-ADMINISTRATIVE ACCOUNT	\$12,390.66
	Invoice	Date	Amount
	10/8/19	10/08/2019	\$12,390.66
		Description	
		2008 SUB-LIEN TAX BOND FOR REG 10/10/19	

PJ1.BOFA.CHK - Project 1 BofA Checking

1154	10/09/2019	IUDA-ADMINISTRATIVE ACCOUNT	\$24,000.00
	Invoice	Date	Amount
	A2 REG 10/10/19	10/08/2019	\$24,000.00
		Description	
		TRANSFER OF FUNDS REGISTER 10/10/19	

Checks	Status	Count	Transaction Amount
	Total	3	\$37,130.66

**Successor Agency To The
Industry Urban-Development Agency
Authorization For Payment of Bills
October 24, 2019**

Reviewed By: _____ Date _____

Approved By: _____ Date _____

SUCCESSOR AGENCY

ITEM NO. 5.3

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 26, 2019
PAGE 1

CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Chair Cory C. Moss.

ROLL CALL

PRESENT: Cory C. Moss, Chair
Cathy Marcucci, Vice Chair
Abraham Cruz, Board Member
Mark D. Radecki, Board Member
Newell Ruggles, Board Member

STAFF PRESENT: Troy Helling, Executive Director; Bing Hyun, Assistant City Manager; James M. Casso, Legal Counsel; and Julie Robles, Secretary.

PUBLIC COMMENTS

There were no public comments.

BOARD MATTERS

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 12, 2019

RECOMMENDED ACTION: *Ratify the Register of Demands for September 12, 2019.*

MOTION BY BOARD MEMBER RADECKI, AND SECOND BY VICE CHAIR MARCUCCI TO RATIFY THE REGISTER OF DEMANDS FOR SEPTEMBER 12, 2019. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 26, 2019
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AYES: BOARD MEMBERS: CRUZ, RADECKI, RUGGLES, VC/MARCUCCI,
C/MOSS
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 26, 2019

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate Agency Officials to pay the bills.

MOTION BY BOARD MEMBER CRUZ, AND SECOND BY BOARD MEMBER RUGGLES TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE AGENCY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

5.3 CONSIDERATION OF THE MINUTES OF AUGUST 22, 2019 REGULAR MEETING

RECOMMENDED ACTION: Approve as submitted.

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

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

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 26, 2019
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5.4 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED AVANT-GARDE, INC., TO PERFORM GRANT ADMINISTRATION SERVICES THROUGH MARCH 31, 2022 (MP 99-31 #22)

RECOMMENDED ACTION: Approve the Amendment.

Project Manager, Sean Calvillo from CNC Engineering, provided a staff report and was available to answer any questions.

MOTION BY VICE CHAIR MARCUCCI, AND SECOND BY BOARD MEMBER CRUZ TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

5.5 CONSIDERATION OF AMENDMENT NO. 1 TO THE TRAFFIC MITIGATION AGREEMENT WITH THE CITY OF WALNUT FOR CERTAIN PROPERTY ACQUISITION PAYMENTS (MP 99-31 #65)

RECOMMENDED ACTION: Approve the Amendment.

Project Manager, Sean Calvillo from CNC Engineering, provided a staff report and presentation to the Council and was available to answer any questions.

MOTION BY BOARD MEMBER RADECKI, AND SECOND BY VICE CHAIR MARCUCCI TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 26, 2019
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ADJOURNMENT

There being no further business, the Successor Agency to the Industry Urban-Development Agency adjourned at 8:37 a.m.

Cory C. Moss, Chair

Julie Robles, Secretary

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, Agency Engineer *JN*
Upendra Joshi, Senior Project Manager, CNC Engineering *UJ*

DATE: October 24, 2019

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with RKA Consulting Group for civil engineering services for the traffic mitigation requirements related to the Industry East and Industry Business Center projects, through October 24, 2022 (Consultant Contract No. 14-RKA 16-01 MP 99-31 #65)

Background:

On March 10, 2016, the Successor Agency to the Industry Urban-Development Agency ("Agency") approved a professional services agreement ("Agreement") with RKA Consulting Group ("RKA") to provide civil engineering services for various street intersection improvements located in the City of Walnut, as part of the traffic mitigations requirements under the Environmental Impact Reports for the Industry East and Industry Business Center projects. RKA is listed in the Recognized Obligation Payment Schedule 19-20, under line item number 253.

The scope of services included the design and preparation of street intersection plans, traffic signal, signing and striping plans for the intersections of Valley Boulevard and Lemon Avenue, Grand Avenue and La Puente Road, Grand Avenue and San Jose Hills Road, Grand Avenue and Mountaineer Road, Grand Avenue and Shadow Mountain Road, and Nogales Street and Amar Road.

On October 13, 2016, the Agency approved Amendment No. 1 that modified the indemnification and insurance requirements of the original Agreement.

Discussion:

The Agreement term expired on August 31, 2019. Amendment No. 2 to the Professional Services Agreement would extend the term of the Agreement through October 24, 2022.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendation:

Staff recommends that the Board approve Amendment No. 2 to the Professional Services Agreement with RKA Consulting Group for required traffic mitigation measures related to the Industry East and IBC projects.

Exhibit:

- A. Amendment No. 2 to the to the Professional Services Agreement with RKA Consulting Group dated October 24, 2019
-

TH/JN/UJ:jf

EXHIBIT A

Amendment No. 2 to the to the Professional Services Agreement with RKA Consulting
Group for Consulting Services dated October 24, 2019

[Attached]

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH RKA
CONSULTING GROUP**

This Amendment No. 2 to the Professional Services Agreement (the "Agreement") is made and entered into this 24th day of October, 2019, (the "Effective Date") by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and RKA Consulting Group, a California corporation ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about March 10, 2016, the Agreement was entered into and executed between the Agency and Consultant to perform all services necessary for the design and preparation of street intersection plans, including traffic signal, signing, and striping plans, for the intersections of (1) Valley Boulevard and Lemon Avenue, (2) Grand Avenue and La Puente Road, (3) Grand Avenue and San Jose Hills Road/ Mt. San Antonio College Entrance, (4) Grand Avenue and Mountaineer Road, (5) Grand Avenue and Shadow Mountain Road/ College Vista Avenue and (6) Nogales Street and Amar Road (collectively, the "Plans"). Said plans are necessary to comply with the mitigation measures required under the California Environmental Quality Act (Cal. Pub. Resources Code §§21000, *et seq.*) ("CEQA") related to the Industry East and Industry Business Center Projects (collectively "the Projects"); and

WHEREAS, the Agreement also requires the Consultant to provide bidding support, property appraisal, and design support services during construction at the intersections of (1) Valley Boulevard and Lemon Avenue and (2) Grand Avenue and La Puente Road (collectively, the "Construction Projects"); and

WHEREAS, some of the mitigation measures required for the Projects are located in the City of Walnut; and

WHEREAS, the City of Walnut has agreed to accept the Agency's share of the mitigation measures required in Walnut through the preparation of plans and the completion of the Construction Projects; and

WHEREAS, on or about October 13, 2016, Amendment No. 1 to the Agreement was entered into and executed between the Agency and Consultant to modify the indemnification and insurance requirements; and

WHEREAS, the Agency desires to amend the Agreement to extend the Term of the Agreement through October 24, 2022 to provide continuing civil engineering services to complete the design of street intersection plans, traffic signal, signing and striping plans for the various intersections within the City of Walnut jurisdiction., and to revise the address for the Agency's General Counsel; and

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

AMENDMENT

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

Section 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 **October 24, 2022**, unless sooner terminated pursuant to the provisions of this Agreement.

Section 14. NOTICES

The address for James M. Casso is hereby revised to read in its entirety as follows:

James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

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

“CONSULTANT”
RKA CONSULTING GROUP, INC.

By: _____
Troy Helling, Executive Director

By: _____
David Gilbertson, P.E., Vice President

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 2:

**AGREEMENT FOR CONSULTING SERVICES WITH RKA CONSULTING GROUP
DATED MARCH 10, 2016**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 10, 2016 ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and RKA Consulting Group, a California corporation company ("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 **August 31, 2019**, 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 civil engineering and consulting services, 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 **One Million Forty-Nine Thousand Four Hundred Five Dollars (\$1,049,405.00)** 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. 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.

6. 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.

7. 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 counsels 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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: James M. Casso, General Counsel
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant: David Gilberston, P.E., Vice President
RKA Consulting Group
398 Lemon Creek Drive, Suite E
Walnut, CA 91789

15. 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 and 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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**

By: 
Mark D. Radecki, Chairman

"CONSULTANT"

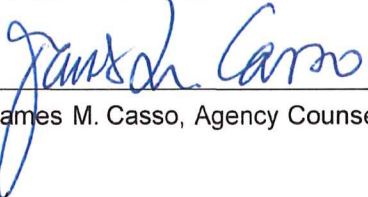
RKA Consulting Group

By: 
David Gilbertson, P.E.,
Vice President

Attest:

By: 
Diane M. Schlichting, Assistant Secretary

Approved as to form:

By: 
James M. Casso, Agency Counsel

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

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide all services necessary for the design and preparation of street intersection plans based upon the specific improvements listed below including, but not limited to, traffic signal, signing and striping plans. A more detailed lists of services is included below:

A. Valley Boulevard and Lemon Avenue intersection:

Work Description:

- Add west bound third lane

B. Grand Avenue and La Puente Road intersection:

Work Description:

- Add third north bound lane.
- Add second north bound left turn lane.

C. Grand Avenue and San Jose Hills Road/ Mt. San Antonio College Entrance intersection

Work Description:

- Add one north bound through lane on Grand Avenue
- Add one south bound through lane on Grand Avenue
- Add one south bound exclusive right turn lane.

D. Grand Avenue and Mountaineer Road intersection

Work Description:

- Add one north bound through lane on Grand Avenue.

E. Grand Avenue and Shadow Mountain Road/ College Vista Avenue intersection

Work Description:

- Add one south bound through lane on Grand Avenue.

F. Nogales Street and Amar Road intersection

Work Description:

- Add second west bound left turn lane.

The Consultant shall incorporate following tasks as applicable:

(Task 1) Preparation of preliminary/conceptual plans for intersections A-F.

(Task 2) Preparation of official construction plans, specifications, and cost estimates (PS&E) for intersections A-F.

(Task 3) Bidding support for intersections A and B

(Task 4) Design support during construction for intersections A and B.

For this project, the following services are anticipated. The Successor Agency expects the consultant to develop the project in the most cost effective way to achieve the results.

TASK 1: Preparation Preliminary/Conceptual Plans (Intersections A, B, C, D, E F).

The Consultant shall determine necessary upgrades, replacements, and/or improvements to roadway geometries; traffic signal modifications; etc. as applicable.

Deliverables:

- Aerial map showing proposed improvement like, proposed and existing curb and gutter, sidewalk, traffic signals, street lights, power poles, retaining walls, fence etc.
- Preliminary right-of-way map.

TASK 2: Preparation of final construction plans, specifications, and cost estimates (PS&E) (Intersections A, B, C, D, E & F).

- The Consultant shall prepare a detailed survey of the existing improvements, incorporating all existing structures and utilities.
- The Consultant shall prepare final engineering plans, street widening plans, traffic signal modification plans, signing and striping modification plans, drainage system modification plans, utility modification plans, specification, right-of-way engineering and acquisition services and construction cost of the proposed improvements.
- The Consultant shall produce 35%, 65% and 95% submittal packages for City of Walnut's review.
- The Consultant shall prepare a final bid document incorporating all comments from previous reviews.
- Plans shall be drawn using AutoCAD (Civil 3D) and plot at appropriate scales on 24" x 36" sheets.
- Specifications shall be written in the format of the City of Walnut standard. The Successor Agency will provide sample specifications for Consultant's use.
- Schedule of bid items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities. Provisions for alternate items should also be included as needed to keep the project within budget.
- A cost estimate in the format of the schedule of bid items shall be provided. Utility coordination services for the relocation of any utilities in conjunction with the improvements for intersections A and B.

Deliverables:

- 35%, 65% and 95% PS&E submittals in both paper and electronic format
- Final bid document - submit original drawings and complete contract book including bid documents, general conditions and special provisions in both paper and electronic format
- Final cost estimate in both paper and electronic format
- Legal and plats for all required rights-of-way

TASK 3: Bidding support and property appraisal (Intersection A and B):

- The Consultant shall attend the pre-bid meeting and shall respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if needed.

Deliverables:

- Prepare contract addenda, if needed, for distribution by Successor Agency.
- Prepare answers to bidder's questions for distribution by Successor Agency during bidding phase
- Prepare property appraisal for all required rights-of-way

TASK 4: Design support during construction (Intersections A and B):

- The Consultant shall attend the pre-construction conference to respond to questions concerning the plans, specifications, and estimates.
- The Consultant shall be available to be called to the site in response to questions arising from the progress of the work.
- The Consultant shall respond to request for information from the contractor when called for by the Successor Agency and prepare modifications or revisions that are related to the project's original scope. The Successor Agency shall not be billed for nor shall it pay for any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents.
- The Consultant shall assist the Successor Agency in preparation of contract change orders, if needed.
- The Consultant shall participate in the final walk through of constructed project and the preparation of "punch list" of needed work.

Deliverables:

- Response to Request for Information from contractor
- Modification or revisions that are related to the project original scope and character
- Contract change orders if necessary

EXHIBIT B

RATE SCHEDULE

The total compensation shall not exceed One Million Forty-Nine Thousand Four Hundred Five Dollars (\$1,049,405.00) and will be based on the rates set forth below.

2016 HOURLY RATE SCHEDULE

Project Principal	\$	170.00
Project Manager	\$	140.00
Project Engineer/Designer	\$	115.00
Engineering CAD Technician	\$	75.00
Public Works Inspector	\$	85.00
Administrative/Clerical	\$	60.00

- All charges for subcontracted services will be in the same amounts as actually invoiced to and paid by RKA Consulting Group.

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.

SUCCESSOR AGENCY

ITEM NO. 5.5



CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

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

FROM: Troy Helling, City Manager *TH*

DATE: October 24, 2019

SUBJECT: Consideration to cancel the November 28, 2019 and December 26, 2019 Successor Agency meetings.

BACKGROUND:

The November 28, 2019 regularly scheduled Successor Agency meeting falls on Thanksgiving and the December 26, 2019 Successor Agency Meeting falls on the day after Christmas. Staff recommends canceling the meetings. Special Successor Agency meetings will be held on November 14, 2019 and December 12, 2019 if needed.

RECOMENDATION:

Staff recommends canceling the November 28, 2019 and December 26, 2019 Successor Agency meetings.

TH/TH

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