
**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY**
REGULAR MEETING AGENDA
FEBRUARY 27, 2020 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. **CONSENT CALENDAR**

5.1 Consideration of the Register of Demands for February 13, 2020

RECOMMENDED ACTION: Ratify the Register of Demands.

5.2 Consideration of the Register of Demands for February 27, 2020

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

5.3 Consideration of the minutes of January 23, 2020 regular meeting

RECOMMENDED ACTION: Approve as submitted.

5.4 Consideration of Amendment No. 4 to the Agreement for Consulting Services with Sage Environmental Group for the Diamond Bar Creek Restoration Project, increasing compensation for a total amount not-to-exceed \$226,000.00 (MP 99-31 #26)

RECOMMENDED ACTION: Approve the Amendment.

5.5 Consideration of Amendment No. 4 to the Agreement for Consulting Services with Leighton Consulting, Inc. for the Diamond Bar Creek Restoration Project, to update the Rate Schedule (MP 99-31 #26)

RECOMMENDED ACTION: Approve the Amendment.

5.6 Consideration of Amendment No. 3 to the Agreement for Consulting Services with WKE, Inc. for the Diamond Bar Creek Restoration Project, to update the Rate Schedule (MP 99-31 #26)

RECOMMENDED ACTION: Approve the Amendment.

5.7 Consideration of Amendment No. 3 to the Agreement for Consulting Services with Thomsen Engineering, Inc. for the Diamond Bar Creek Restoration Project, to update the Rate Schedule (MP 99-31 #26)

RECOMMENDED ACTION: Approve the Amendment.

6. Adjournment. Next regular Successor Agency meeting will be on Thursday, March 26, 2020 at 8:30 a.m.

SUCCESSOR AGENCY

ITEM NO. 5.1

**Successor Agency To The
Industry Urban-Development Agency
Authorization For Payment of Bills
February 13, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	52,000.00
222	IUDA PROJECT 2	160,770.44
	IUDA PROJECT 3	43,425.40
	TOTAL ALL FUNDS	256,195.84

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	160,770.44
BOFA	BANK OF AMERICA	95,425.40
	TOTAL ALL BANKS	256,195.84

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

Wells Fargo Bank

February 13, 2020

Check	Date			Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking					
32563	01/28/2020			INDUSTRY PUBLIC UTILITY	\$172.62
	Invoice	Date	Description	Amount	
	2020-00001135	01/17/2020	12/10-01/10/20 SVC - #1 B STREET LOOP, IBC EAST	\$11.35	
	2020-00001136	01/17/2020	12/10-01/10/20 SVC - #2 B STREET LOOP, IBC EAST	\$11.35	
	2020-00001137	01/17/2020	12/10-01/10/20 SVC - #3 B STREET LOOP, IBC EAST	\$11.35	
	2020-00001138	01/17/2020	12/10-01/10/20 SVC - #4 B STREET LOOP, IBC EAST	\$11.35	
	2020-00001139	01/17/2020	12/10-01/10/20 SVC - #5 B STREET LOOP, IBC EAST	\$11.35	
	2020-00001140	01/17/2020	12/10-01/10/20 SVC - 1 MARCELLIN DRIVE	\$11.35	
	2020-00001141	01/17/2020	12/10-01/10/20 SVC - 2 MARCELLIN DRIVE	\$11.35	
	2020-00001142	01/17/2020	12/10-01/10/20 SVC - 3 MARCELLIN DRIVE	\$11.35	
	2020-00001143	01/17/2020	12/10-01/10/20 SVC - 1 GRAND CROSSING PKWY	\$11.35	
	2020-00001144	01/17/2020	12/10-01/10/20 SVC - 2 GRAND CROSSING PKWY	\$11.35	
	2020-00001145	01/17/2020	12/10-01/10/20 SVC - 370 GRAND AVE SOUTH	\$59.12	
32564	02/13/2020			BUTSKO UTILITY DESIGN INC.	\$5,860.00
	Invoice	Date	Description	Amount	
	149944	01/21/2020	UTILITY DESIGN-IBC PROJ	\$1,100.00	
	148157	12/27/2019	UTILITY DESIGN-IBC PROJ	\$4,760.00	
32565	02/13/2020			CNC ENGINEERING	\$113,920.00
	Invoice	Date	Description	Amount	
	500153	01/30/2020	IBC-EAST SIDE ROADWAYS	\$37,110.00	
	500154	01/30/2020	IBC-WEST SIDE ROADWAYS	\$63,420.00	
	500155	01/30/2020	IBC-FUTURE PHASES AND STUDIES	\$10,455.00	
	500156	01/30/2020	IBC-TRAFFIC MITIGATION	\$195.00	
	500151	01/30/2020	BAKER PKY SLOPE MAINT	\$850.00	
	500157	01/30/2020	DIAMOND BAR CREEK	\$1,890.00	

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

Wells Fargo Bank

February 13, 2020

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
32566	02/13/2020		CNC ENGINEERING	\$10,845.00
	Invoice	Date	Description	Amount
	500152	01/30/2020	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$10,845.00
32567	02/13/2020		SCS ENGINEERS	\$21,223.00
	Invoice	Date	Description	Amount
	0368454	12/31/2019	ENGINEERING SVC-IBC PROJ	\$21,223.00
32568	02/13/2020		STATE WATER RESOURCES	\$6,700.00
	Invoice	Date	Description	Amount
	SW-0187680	01/09/2020	ANNUAL PERMIT FEE-IBC PROJ	\$6,700.00
32569	02/13/2020		WKE, INC	\$2,049.82
	Invoice	Date	Description	Amount
	14001-72B	01/21/2020	57/60FWY CONFLUENCE PROJ	\$2,049.82

Checks	Status	Count	Transaction Amount
	Total	7	\$160,770.44

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

Bank of America

February 13, 2020

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

08PJ3REVLOAN - 2008 PJ3 Revol Loan - Restricted

123	01/23/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$43,425.40
	Invoice	Date	Description	Amount
	1/23/2020	01/23/2020	2008 SUB-LIEN TAX BOND FOR REG 1/23/20	\$43,425.40

PJ1.BOFA.CHK - Project 1 BofA Checking

1160	01/22/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$52,000.00
	Invoice	Date	Description	Amount
	A2 REG 1/23/20	01/22/2020	TRANSFER OF FUNDS REG 1/23/20	\$52,000.00

Checks	Status	Count	Transaction Amount
Total		2	\$95,425.40

**Successor Agency To The
Industry Urban-Development Agency
Authorization For Payment of Bills
February 13, 2020**

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
February 27, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	3,000.00
222	IUDA PROJECT 2	1,403,606.13
	IUDA PROJECT 3	12,894.82
	TOTAL ALL FUNDS	1,419,500.95

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	1,403,606.13
BOFA	BANK OF AMERICA	15,894.82
	TOTAL ALL BANKS	1,419,500.95

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

Wells Fargo Bank

February 27, 2020

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
32570	02/27/2020		ALL AMERICAN ASPHALT	\$444,722.27
	Invoice	Date	Description	Amount
	#29IBC-0384A	02/01/2020	IBC-ROADWAYS AND SEWERS	\$76,975.96
	#29IBC-0384H1	02/01/2020	IBC-ROADWAYS AND SEWERS	\$348,852.75
	#29IBC-0384H51	02/01/2020	IBC-ROADWAYS AND SEWERS	\$42,300.00
32571	02/27/2020		AVANT-GARDE, INC	\$2,215.00
	Invoice	Date	Description	Amount
	5930	02/03/2020	GRAND AVE/SR60 OFF-RAMP	\$2,215.00
32572	02/27/2020		BRIGHTVIEW LANDSCAPE	\$26,100.00
	Invoice	Date	Description	Amount
	#60GCD-0382	02/01/2020	BAKER PKY SLOPE MAINT	\$26,100.00
32573	02/27/2020		CNC ENGINEERING	\$78,448.75
	Invoice	Date	Description	Amount
	500298	02/13/2020	IBC-EAST SIDE ROADWAYS	\$10,555.00
	500299	02/13/2020	IBC-WEST SIDE ROADWAYS	\$54,792.50
	500300	02/13/2020	IBC-FUTURE PHASES AND STUDIES	\$7,558.75
	500301	02/13/2020	IBC-TRAFFIC MITIGATION	\$4,500.00
	500296	02/13/2020	BAKER PKY SLOPE MAINT	\$702.50
	500302	02/13/2020	DIAMOND BAR CREEK	\$340.00
32574	02/27/2020		CNC ENGINEERING	\$8,685.00
	Invoice	Date	Description	Amount

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

Wells Fargo Bank

February 27, 2020

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
	500297	02/13/2020	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	\$8,685.00
32575	02/27/2020		ENVIRONS, INC.	\$3,217.50
	Invoice	Date	Description	Amount
	3366	01/30/2020	LANDSCAPE PLANS-IBC PROJ	\$3,217.50
32576	02/27/2020		LEIGHTON CONSULTING INC	\$17,028.36
	Invoice	Date	Description	Amount
	38825	02/07/2020	GEOTECHNICAL SVC-IBC PROJ	\$630.10
	38872	02/12/2020	GEOTECHNICAL SVC-IBC PROJ	\$16,398.26
32577	02/27/2020		RKA CONSULTING GROUP	\$33,436.25
	Invoice	Date	Description	Amount
	29629	01/29/2020	INTERSECTION IMPROVEMENT-CITY OF WALNUT	\$33,436.25
32578	02/27/2020		SHAWNAN	\$750,265.35
	Invoice	Date	Description	Amount
	#18IBC-0386F	02/01/2020	IBC-WEST SIDE ROADWAYS	\$2,680.00
	#18IBC0386G1-116	02/01/2020	IBC-WEST SIDE ROADWAYS	\$682,573.00
	#18IBC-0386K	02/01/2020	IBC-WEST SIDE ROADWAYS	\$104,500.00
32579	02/27/2020		AMERICAN BUSINESS BANK	\$39,487.65
	Invoice	Date	Description	Amount
	#18IBC-0386F-R	02/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$134.00
	#18IBC0386G1116R	02/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$34,128.65

Successor Agency To The
Industry Urban Development Agency

Wells Fargo Bank

February 27, 2020

Check	Date	Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking			
#18IBC-0386K-R	02/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$5,225.00

Checks	Status	Count	Transaction Amount
	Total	10	\$1,403,606.13

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

Bank of America

February 27, 2020

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

08PJ3REVLOAN - 2008 PJ3 Revol Loan - Restricted

125	02/12/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$12,894.82
	Invoice	Date	Description	Amount
	02/12/20	02/12/2020	2008 SUB-LIEN TAX BOND FOR REG 2/13/20	\$12,894.82

PJ1.BOFA.CHK - Project 1 BofA Checking

1161	02/11/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$3,000.00
	Invoice	Date	Description	Amount
	A2 REG 2/13/20	02/11/2020	TRANSFER OF FUNDS REGISTER 2/13/20	\$3,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$15,894.82

**Successor Agency To The
Industry Urban-Development Agency
Authorization For Payment of Bills
February 27, 2020**

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
JANUARY 23, 2020
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 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, City Manager; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, Legal Counsel; and Julie Robles, Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSENT ITEMS

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 23, 2020

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

5.2 CONSIDERATION OF THE MINUTES OF JANUARY 9, 2020 SPECIAL MEETING

RECOMMENDED ACTION: Approve as submitted.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 23, 2020
PAGE 2

5.3 CONSIDERATION OF THE ANNUAL AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2019 FOR THE SUCCESSOR AGENCY

RECOMMENDED ACTION: *Approve Annual Audited Financial Statements for FY 18-19.*

5.4 CONSIDERATION OF THE INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND COMPLIANCE AND ON COMPLIANCE AND OTHER MATTERS FOR THE YEAR END JUNE 30, 2019 FOR THE SUCCESSOR AGENCY

RECOMMENDED ACTION: *Approve Independent Auditor's Report for FY 18-19.*

MOTION BY BOARD MEMBER RUGGLES, AND SECOND BY BOARD MEMBER CRUZ TO APPROVE ITEM NO. 5.1 THROUGH ITEM NO. 5.4 OF THE CONSENT CALENDAR. 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

City Clerk announced a need to approve items 5.5 through 5.9.

5.5 CONSIDERATION OF THE AUDITOR'S COMMUNICATIONS WITH THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY FOR THE YEAR ENDED JUNE 30, 2019

RECOMMENDED ACTION: *Approve Auditor's Communication Report for FY 18-19.*

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 23, 2020
PAGE 3

5.6 CONSIDERATION OF AMENDMENT NO. 3 TO THE AGREEMENT FOR CONSULTING SERVICES WITH SAGE ENVIRONMENTAL GROUP FOR THE DIAMOND BAR CREEK RESTORATION PROJECT, EXTENDING THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2022 (MP 99-31 #26)

RECOMMENDED ACTION: Approve the Amendment.

5.7 CONSIDERATION OF AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSULTING SERVICES WITH WKE, INC. FOR THE DIAMOND BAR CREEK RESTORATION PROJECT, EXTENDING THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2022 (MP 99-31 #26)

RECOMMENDED ACTION: Approve the Amendment.

5.8 CONSIDERATION OF AMENDMENT NO. 3 TO THE AGREEMENT FOR CONSULTING SERVICES WITH LEIGHTON CONSULTING, INC. FOR THE DIAMOND BAR CREEK RESTORATION PROJECT, EXTENDING THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2022 (MP 99-31 #26)

RECOMMENDED ACTION: Approve the Amendment.

5.9 CONSIDERATION OF AMENDMENT NO. 2 TO THE AGREEMENT FOR CONSULTING SERVICES WITH THOMSEN ENGINEERING, INC. FOR THE DIAMOND BAR CREEK RESTORATION PROJECT, EXTENDING THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2022 (MP 99-31 #26)

RECOMMENDED ACTION: Approve the Amendment.

MOTION BY VICE CHAIR MARCUCCI, AND SECOND BY BOARD MEMBER RUGGLES TO APPROVE ITEM NO. 5.5 THROUGH ITEM NO. 5.9 OF THE CONSENT CALENDAR. 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
JANUARY 23, 2020
PAGE 4

6. CLOSED SESSION

Secretary Robles announced there was a need for Closed Session as follows:

- 6.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.98(d)(4);
One Case

Chair Moss recessed the meeting at 8:35 a.m.

Chair Moss reconvened the meeting at 10:09 a.m., and recessed into Closed Session.

Chair Moss reconvened the meeting at 10:46 a.m. All members of the Successor Agency were present.

Legal Counsel Casso reported out of Closed Session.

With regard to Closed Session item 6.1, direction was given to the City Attorney's office. No final action was taken. Nothing further to report.

ADJOURNMENT

There being no further business, the Successor Agency to the Industry Urban-Development Agency adjourned at 10:47 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 Chair and Members of the Successor Agency Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Agency Engineer *JN*

DATE: February 27, 2020

SUBJECT: Consideration of Amendment No. 4 to the Agreement for Consulting Services with Sage Environmental Group for the Diamond Bar Creek Restoration Project for an amount not-to-exceed \$226,000.00 (MP 99-31 #26)

Background:

On April 24, 2013, the Successor Agency to the Industry Urban-Development Agency ("Agency") approved an Agreement for Consulting Services with Sage Environmental Group ("SAGE"). SAGE was retained to provide biological and regulatory services for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction project. The Diamond Bar Creek project is being constructed in three phases. Phases 1 and 2 are complete, and the final Phase 3 is set to begin in 2020. On January 25, 2016, the Agency approved Amendment No. 1 to increase the budget by \$25,000.00 because the California Department of Fish and Wildlife issued a Steambed Alteration Agreement that provided additional requirements related to the Diamond Bar Creek project. This action required additional time for SAGE to provide the proper monitoring and reporting. This was part of their original scope of services but due to the nature of the request and schedule, additional budget was required. On March 23, 2017, the Agency Board approved Amendment No. 2 extending the term of the Agreement through April 24, 2020, and on January 23, 2020 approved Amendment No. 3 extending the term through June 30, 2022.

Discussion:

Amendment No. 3 extended the Agreement through June 30, 2022, as the final Phase 3 construction will begin this year and biological services will be required thereafter to monitor the mitigated planting. This is included in the original scope of services. With the extension through June 30, 2022, which coincides with the ROPS periods and provides for any potential delays, and with this being a multi-year and multi-phase project that started back in 2013, a budget increase of \$80,000.00 is needed for SAGE to provide the biological monitoring and regulatory services through to the end of the project. This budget increase should have coincided with the term extension approved in Amendment No. 3 as Phase 3 of the project begins. Staff is therefore requesting that the Agency amend the Agreement to increase compensation by \$80,000.00. Additionally, the current rate schedule under the Agreement was approved in 2013 and an updated rate schedule is proposed to replace the old one as part of this Amendment

No. 4. SAGE is listed in the Recognized Obligation Payment Schedule 19-20 under Line Item No. 166.

Fiscal Impact:

The fiscal impact for Amendment No. 4 is \$80,000.00. Sage is approved in the Successor Agency's Recognized Obligation Payment Schedule 19-20 ("ROPS") under Line Item No. 166 with a budget of \$115,000.00. No additional appropriations are needed.

Recommendation:

It is recommended that the Successor Agency Board approve Amendment No. 4 to the Agreement for Consulting Services with Sage Environmental Group, LLC, and authorize the Executive Director to execute same.

Exhibit:

- A. Amendment No. 4 to Agreement for Consulting Services with Sage Environmental Group, LLC., dated February 27, 2020

TH/JN:jf

EXHIBIT A

Amendment No. 4 to Agreement for Consulting Services with Sage Environmental Group, LLC., dated February 27, 2020

[Attached]

**AMENDMENT NO. 4
TO AGREEMENT FOR CONSULTING SERVICES WITH
SAGE ENVIRONMENTAL GROUP**

This Amendment No. 4 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 27th day of February, 2020, by and between the Successor Agency to the Industry Urban-Development Agency, a public body, (“Agency”) and Sage Environmental Group, LLC, a California Limited Liability Company (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about April of 2013, the Agreement was entered into and executed between the Agency and Consultant to provide biological and regulatory services for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction project; and

WHEREAS, on or about January 25, 2016, the Agency approved Amendment No. 1, to permit a budget increase, increasing the compensation by \$25,000.00 for continued biological and regulatory services that required additional time for Consultant due to the California Department of Fish and Wildlife’s Steambed Alteration Agreement which included additional requirements for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction project; and

WHEREAS on or about March 23, 2017, the Agency approved a term extension through April 24, 2020; and

WHEREAS on or about January 23, 2020, the Agency approved a term extension through June 30, 2022; and

WHEREAS, given the extension of the term under Amendment No. 3, the commencement of Phase 3 of the Diamond Bar Creek Project, and the biological monitoring required beyond the project completion, it is necessary to increase the total compensation under the Agreement by \$80,000.00. Further, because Consultant’s rates have not been increased since 2013, it is recommended that the Rate Schedule be amended in its entirety to reflect Consultant’s current rates; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 4, as set forth below.

AMENDMENT

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

Section 5. Compensation

Section 5 (a) is hereby revised to read in its entirety as follows:

Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of the Agency, in an amount not to exceed Two Hundred Twenty Six Thousand Dollars (\$226,000.00), 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.

Exhibit C, Rate Schedule

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 to the Agreement as of the Effective Date.

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

**“CONSULTANT”
SAGE ENVIRONMENTAL GROUP, LLC**

By: _____
Troy Helling, Executive Director

By: _____
Alissa Cope, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

**ATTACHMENT 1
EXHIBIT C**

Rate Schedule

Principal in Charge	\$250.00/HR
Project Manager	\$200.00/HR
Senior Biologist/Botanist	\$185.00/HR
Senior Regulatory Specialist	\$180.00/HR
Associate Biologist/Botanist	\$150.00/HR
Licensed Herbicide Applicator	\$120.00/HR
Senior Cultural Resources Specialist	\$180.00/HR
Associate Cultural Resources Specialist	\$150.00/HR
Principal Environmental Planner	\$185.00/HR
Associate Environmental Planner	\$150.00/HR
CADD/GIS Technician	\$120.00/HR
Field Crew Supervisor	\$90.00/HR
Field Crew Labor	\$60.00/HR
Word Processor	\$90.00/HR

EXHIBIT A TO AMENDMENT NO. 4:

**AGREEMENT FOR CONSULTING SERVICES WITH SAGE ENVIRONMENTAL
GROUP, LLC (DATED APRIL 24, 2013)**

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 24 day of April 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **SAGE ENVIRONMENTAL GROUP**, a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires the following professional services from a consultant to provide biological and regulatory services for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction.

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 Alissa Cope, 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 April 24, 2017, unless sooner terminated as provided in Section 4 herein.

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, in an amount not to exceed one hundred twenty one dollars and no cents (\$121,000.00), 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.

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]

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

a. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 4 years. Agency shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. If applicable under this Agreement, all files, documents, samples, test results, chain of custody logs, and other records and other relevant data developed by Consultant in the course of performing this Agreement shall be maintained for a period of two (2) years after

completion of all work and after final payments have been made and shall be made available to Agency upon request.

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service

during Agency's and Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to Agency:

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

With a copy to:

Richards, Watson & Gershon
333 South Hope Street - 38th Floor
Los Angeles, CA 90071
Attn: William L. Strausz, Esq.
(213) 626-8484
Fax: (213) 626-0078

If to Consultant:

Sage Environmental
24040 Camino Del Avion, Suite A77
Monarch Beach, CA 92629
Attn: Alissa Cope

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

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

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

Consultant shall comply with § 306 of the Federal Clean Air Act (42 U.S.C. §1857(h)), § 508 of the Federal Water Pollution Prevention Act (33 U.S.C. § 368), and the laws implementing those acts, including Executive Order 11,738 and 40 C.F.R. pt. 15. Consultant shall comply with the provisions of the "Barry Keane Underground Storage Tank Cleanup Trust Fund Act of 1989 (Health & safety Code §§ 25299.10 et. seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 23, § 2810 et. seq. Consultant shall also comply with mandatory standards and policies relating to energy efficiency, according the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

21. Reliance on Reports [check if applicable]

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

22. Discrimination and Equal Employment Opportunity.

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

23. No Assignment.

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

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

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

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

27. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

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

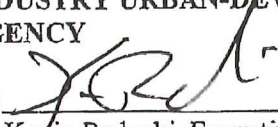
29. Severability.

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

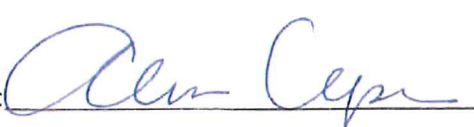
30. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY

By: 
Kevin Radecki, Executive Director

CONSULTANT

By: 

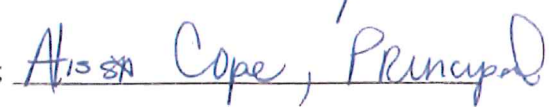
By:  Alan Cope, Principal

EXHIBIT A

Scope of Services

EXHIBIT "A"

SAGE ENVIRONMENTAL GROUP
Environmental • Biological • Habitat Restoration • Regulatory Compliance Services

December 3, 20122

Mr. Kevin Radecki
Successor Agency to the Industry Urban-Development Agency
P.O. Box 3366
15625 East Stafford Street
City of Industry, CA 91744-0366

Electronic Transmittal

Subject: Scope of Services – Consultant Services to provide Biological and Regulatory Compliance Services

Project: Diamond Bar Creek Habitat Restoration Project , City of Industry, Los Angeles County, CA

Dear Mr. Radecki,

Thank you for the opportunity to provide biological and regulatory compliance services for the continued implementation of the 26-acre Diamond Bar Creek Habitat Restoration Project (Project). The habitat restoration is based upon engineering plans developed by CNC Engineering and the resource agency-approved¹ *Final Industry Business Center Habitat Mitigation and Monitoring Plan* (HMMP), prepared by Sage Environmental Group (SAGE), as updated on June 16, 2009. The Project provides mitigation for several transportation projects, including the SR 60 Westbound On-ramp at the Grand Avenue Interchange Project, the SR 57/SR 60 Confluence at Grand Avenue Project, and the SR 60 Lemon Avenue Interchange Project.

Diamond Bar Creek, at this, location is a perennial stream course which conveys nuisance, low and peak flows. The creek bed is deeply incised due to high velocity peak storm events that continue to remove sediment from the creek bottom and undercut the side slopes. The comprehensive mitigation program consists of stream course stabilization, non-native plant species eradication, and the preservation, expansion, and long-term management of native habitat. Upon project completion, the 26-acre habitat area will be placed into conservation. To date, non-native plant species eradication and initial grubbing within the construction zones has been completed.

Sage Environmental Group will provide biological and regulatory compliance services for the project in order to ensure the successful installation and maintenance of habitat within the 26-acre habitat area during the three-year establishment period. Principal compliance tasks include:

Task 1: Biological Monitoring – Construction Phase

Consistent with the requirements of the United States Fish and Wildlife Service (USFWS), all construction will be monitored utilizing a USFWS-approved biologist to ensure minimization of

¹ California Department of Fish and Game Streambed Alteration Unit; Regional Water Quality Control Board, Los Angeles Region, 401 Unit; United States Army Corps of Engineers, Los Angeles District, Regulatory Division, South Coast Section; United States Fish and Wildlife Service, Carlsbad Office.

EXHIBIT "A"

Mr. Kevin Radecki
Page 2
December 3, 2012

Act (ESA) and the federal Migratory Bird Treaty Act (MBTA). Biological monitoring will cover construction impacts to the extent feasible and compliance with the federal Endangered Species the area of direct impact and a 500-foot buffer area for associated riparian vegetation. Of special Project interest is the least Bell's vireo (*Vireo bellii pusillus*), a federal and state listed as endangered species, which was observed onsite in 2009 and 2010.

The proposed scope of work includes: 1) construction contractor education program; 2) oversight of the installation of construction fencing; 3) a pre-construction nesting bird survey of the Project site and adjacent 500 foot buffer area; 4) daily monitoring during site clearing; 5) weekly site monitoring after the initial site clearance is finished for the duration of construction work to ensure compliance with Resource Agency permit conditions, and project-specific biological resources mitigation and monitoring measures as defined in supporting documentation.

Task 2: HMMP Installation Management, Monitoring and Reporting – Year 1 through 3

Consistent with the Resource Agency requirements, habitat mitigation will be implemented in accordance with the resource agency-approved HMMP. Sage Environmental Group will provide oversight and monitoring for the HMMP installation and maintenance to be done by a licensed Landscape Contractor. SAGE will be responsible for implementation management, including assisting CNC Engineering in the development of bid specifications, and construction-phase management and oversight for the 26-acre habitat area. The monitoring effort will include qualitative evaluations for a three year period, as defined in the HMMP. Annual success evaluations reports will be prepared following the completion of installation.

Fee Schedule

Tasks	
Task 1: Biological Monitoring – Construction Phase.....	45,000
Task 2: HMMP Installation Management, Monitoring and Reporting	76,000
Total - Time and Materials Not-to-Exceed Fee	121,000

If you have any questions regarding this Scope of Services request, please feel free to call me at 949.243.2282. We look forward to continuing to work with you on this interesting project.

Sincerely,



Alissa Cope
Principal
Sage Environmental Group

Accepted By:
Successor Agency to the
Industry Urban-Development Agency

Kevin Radecki

EXHIBIT B

Project Timeline

Start date: April 24, 2013

Estimated end of construction: June 30, 2017

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

EXHIBIT C

**Professional Fee Schedule
Hourly Rates**

EXHIBIT "C"

SAGE ENVIRONMENTAL GROUP

Environmental • Biological • Habitat Restoration • Regulatory Compliance Services

2013 PROFESSIONAL SERVICES BILLING RATES SCHEDULE

Charges for professional services, including technical and administrative staff directly charging time to the project will be calculated and billed on the following hourly billing rates.

Principal in Charge \$ 140.00

Project Manager \$ 130.00

Senior Biologist/Botanist \$ 125.00

Senior Regulatory Specialist \$ 125.00

Associate Biologist/Botanist \$ 105.00

Senior Cultural Resources Specialist \$ 115.00

Assoc. Cultural Resources Specialist \$ 92.00

Principal Environmental Planner \$ 130.00

Assoc. Environmental Planner \$ 105.00

CADD/GIS Technician \$ 98.00

Word Processor \$ 68.00

Sage Environmental Group holds active California State Contractors License Number 947034 (C27-Landscaping) and utilizes highly trained landscape crews familiar with native flora within the southwestern region of the United States. Our crews are familiar with the identification, removal methods, and level of significance with over 200 exotic species likely to occur within the region, hold current California Department of Pesticide Regulation Qualified Applicators Licenses and are registered in Los Angeles, Orange, Riverside, San Bernardino and Ventura counties.

Field Crew Supervisor \$ 62.00

Field Crew Labor \$ 40.00

Expert witness testimony and participation in a judicial or administrative proceeding is available at two hundred percent (200%) of the Billing Rate. Preparation time shall be billed at the standard billing rate.

REIMBURSABLE COSTS

The following costs will be reimbursed at cost and are not included in the Fees for Professional Services. Reimbursable costs will not exceed ten percent (10%) of fees for Professional Services:

- A. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel is currently at \$0.51 per mile and will fluctuate with the US Dept. of Labor Federal Travel Regulation rate.
- C. Cost of postage and shipping expenses.
- D. Long distance telephone and facsimile charges.
- E. Electronic data processing.
- F. Photographic services, film and processing.
- G. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by the Client.
- H. Plotting and associated costs for drawings in CADD format.

SUCCESSOR AGENCY

ITEM NO. 5.5



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

TO: Honorable Chair and Members of the Successor Agency Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Agency Engineer *JN*

DATE: February 27, 2020

SUBJECT: Consideration of Amendment No. 4 to the Agreement for Consulting Services with Leighton Consulting, Inc. for the Diamond Bar Creek Restoration Project (MP 99-31 #26)

Background:

On April 24, 2013, the Successor Agency ("Agency") approved an Agreement for Consulting Services with Leighton Consulting, Inc. ("Leighton"). Leighton was retained to provide geotechnical services and materials testing for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction project. The Diamond Bar Creek project is being constructed in three phases. Phases 1 and 2 are complete, and the final Phase 3 is set to begin in 2020.

On January 25, 2016, the Agency approved Amendment No. 1 for a budget increase of \$100,000.00 for continued geotechnical services and materials testing, due to unforeseen conditions that occurred during the Phase 2 portion of the project. This included the review of several iterations of storm drain plans and profiles for Diamond Bar Creek, recommendations for surcharge and settlement monitoring in areas where wet conditions limited removal of compressible soils beneath proposed structures, the review and recommendations for drainage and removal of water in the area of the proposed construction as well as monitoring during construction. It also included an extended period of grading significantly longer than expected. On March 23, 2017, the Agency approved Amendment No. 2, extending the term of the Agreement through April 24, 2020, and on January 23, 2020 approved Amendment No. 3 extending the term through June 30, 2020.

Discussion:

Amendment No. 3 extended the Agreement through June 30, 2022, as the final Phase 3 construction will begin this year. With the extension through June 30, 2022, which coincides with the ROPS periods and provides for any potential delays, and with this being a multi-year and multi-phase project that started back in 2013, Leighton has requested an amendment to its Rate Schedule to represent its current rates, which represents a varying percent increase for professional classifications over its prior rates. This should have coincided with the term extension approved in Amendment No. 3 as Phase 3 of the project begins. Leighton is listed in the Recognized Obligation Payment Schedule under Line Item No. 150.

Fiscal Impact:

While Staff is recommending a revised Rate Schedule to reflect current pricing, sufficient funding remains in the contract, therefore a budget increase is unnecessary at this time. Leighton is listed in the Recognized Obligation Payment Schedule under Line Item No. 150.

Recommendation:

It is recommended that the Agency Board approve Amendment No. 4 to the Agreement for Consulting Services with Leighton Consulting, Inc.

Exhibit:

- A. Amendment No. 4 to Agreement for Consulting Services with Leighton Consulting, Inc., dated February 27, 2020

TH/JN:jf

EXHIBIT A

Amendment No. 4 to Agreement for Consulting Services with Leighton Consulting, Inc.,
dated February 27, 2020

[Attached]

**AMENDMENT NO. 4
TO AGREEMENT FOR CONSULTING SERVICES WITH
LEIGHTON CONSULTING, INC.**

This Amendment No. 4 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 27th day of February, 2020, by and between the Successor Agency to the Industry Urban-Development Agency, a public body, (“Agency”) and Leighton Consulting, Inc., a California corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about April of 2013, the Agreement was entered into and executed between the Agency and Consultant to provide geotechnical services and materials testing for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction; and

WHEREAS, on or about January 25, 2016, the Agency approved a budget increase, increasing the Agreement compensation by \$100,000.00 for continued geotechnical services and materials testing for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction due to unforeseen conditions that occurred during the Phase 2 portion of the project; and

WHEREAS, on or about March 23, 2017, the Agency approved a term extension through April 24, 2020; and

WHEREAS, on or about January 23, 2020, the Agency approved a term extension through June 30, 2022; and

WHEREAS, because Consultant’s rates have not been increased since 2013, it is recommended that the Rate Schedule be amended in its entirety to reflect Consultant’s current rates; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 4, 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:

Exhibit C, Rate Schedule

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 to the Agreement as of the Effective Date.

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

“CONSULTANT”
LEIGHTON CONSULTING, INC.

By: _____
Troy Helling, Executive Director

By: _____
Thomas C. Benson Jr., President & CEO

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

**ATTACHMENT 1
EXHIBIT C**

Rate Schedule

ATTACHMENT 1

Exhibit C Rate Schedule

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Prevailing Wage (field soils / materials tester) *	125	Project Administrator/Word Processor/Dispatcher	72
Prevailing Wage (Special Inspector) *	131	Information Specialist	99
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	135	CAD Operator	113
System Operation & Maintenance (O&M) Specialist	126	GIS Specialist	126
Non Destructive Testing (NDT)	135	GIS Analyst	149
Field / Laboratory Supervisor	131	Staff Engineer / Geologist / Scientist	135
City of Los Angeles Deputy Building (including Grading) Inspector	140	Senior Staff Engineer / Geologist / Scientist / ASMR	144
		Operations / Laboratory Manager	162
		Project Engineer / Geologist / Scientist	162
		Senior Project Engineer / Geologist / Scientist / SMR	180
		Associate	198
		Principal	200
		Senior Principal	200

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		California Bearing Ratio (CBR, ASTM D1883):	
Photograph of sample	10	- 3 point	500
Moisture content (ASTM D2216)	20	- 1 point	185
Moisture & density (ASTM D2937) ring samples	30	R-Value (AASHTO T190/ASTM D2844/CTM 301) untreated soils/aggregates	310
Moisture & density (ASTM D2937) Shelby tube or cutting	40	R-Value (AASHTO T190/ASTM D2844/CTM 301) lime or cement treated soils/aggregates	340
Atterberg limits (ASTM D4318) 3 points:	150		
- Single point, non-plastic	85	SOIL CHEMISTRY & CORROSIIVITY	
- Atterberg limits (organic ASTM D2487 / D4318)	180	pH Method A (ASTM D4972 or CTM 643)	45
- Visual classification as non-plastic (ASTM D2488)	10	Electrical resistivity – single point – as received moisture	45
Particle size:		Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
- Sieve only 1½ inch to #200, (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	135	pH + minimum resistivity (CTM 643)	130
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	175	Sulfate content - gravimetric (CTM 417 B Part II)	70
- Hydrometer only (ASTM D422)	110	Sulfate screen (Hach®)	30
- Sieve + hydrometer (≤3 inch sieve, ASTM D422)	185	Chloride content (AASHTO T291/CTM 422)	70
- Percent passing #200 sieve, wash only (ASTM D1140)	70	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	125	Organic matter content (ASTM D2974)	65
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	100	SHEAR STRENGTH	
- Total porosity - on Shelby tube sample (calculated from density & specific gravity)	165	Pocket penetrometer	15
- Total porosity - on other sample	155	Direct shear (ASTM D3080, mod., 3 points):	
Shrinkage limits (wax method, ASTM D4943)	126	- Consolidated undrained - 0.05 inch/min (CU)	285
Pinhole dispersion (ASTM D4647)	210	- Consolidated drained - <0.05 inch/min (CD)	345
Dispersive characteristics (double hydrometer ASTM D4221)	90	- Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
As-received moisture & density (chunk/carved samples)	60	Remolding or hand trimming of specimens (3 points)	90
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	105	Oriented or block hand trimming (per hour)	65
COMPACTION & PAVEMENT SUBGRADE TESTS		Single point shear	105
Standard Proctor compaction, (ASTM D698) 4 points:		Torsional shear (ASTM D6467 / ASTM D7608)	820
- 4 inch diameter mold (Methods A & B)	160	CONSOLIDATION & EXPANSION/SWELL TESTS	
- 6 inch diameter mold (Method C)	215	Consolidation (ASTM D2435):	195
Modified Proctor compaction (ASTM D1557) 4 points:		- Each additional time curve	45
- 4 inch diameter mold (Methods A & B)	220	- Each additional load/unload w/o time reading	40
- 6 inch diameter mold (Method C)	245	Expansion Index (EI, ASTM D4829)	130
Check point (per point)	65	Swell/collapse – Method A (ASTM D4546-A, up to 10 load/unloads w/o time curves)	290
Relative compaction of untreated/treated soils/aggregates (CTM 216)	250	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	105
Relative density (0.1 ft mold, ASTM D4253, D4254)	235		

METHOD	\$/TEST	METHOD	\$/TEST
TRIAxIAL TESTS		HYDRAULIC CONDUCTIVITY TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135	Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	310
Unconsolidated undrained triaxial compression test on cohesive soils (USACE Q test, ASTM D2850, per confining stress)	170	- Each additional effective stress	120
Consolidated undrained triaxial compression test for cohesive soils, (ASTM D4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	- Hand trimming of soil samples for horizontal K	60
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):		Remolding of test specimens	65
- Sand or silty sand soils (per confining stress)	375	Permeability of granular soils (ASTM D2434)	135
- Silt or clayey sand soils (per confining stress)	500	Soil suction (filter paper method, ASTM D5298)	400
- Clay soils (per confining stress)	705	SOIL-CEMENT	
- Three-stage triaxial (sand or silty sand soils)	655	Moisture-density curve for soil-cement mixtures (ASTM D558)	240
- Three-stage triaxial (silt or clayey sand soils)	875	Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
- Three-stage triaxial (clay soils)	1,235	Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	60
Remolding of test specimens	65	Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235
		¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS		AGGREGATE PROPERTIES	
Concrete cylinders compression (ASTM C39) (6" x 12")	25	Bulk density and voids in aggregates (AASHTO T19/ASTM C29/ CTM 212)	50
Concrete cylinders compression (ASTM C39) (4" x 8")	22	Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	60
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	40	LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/ CTM 211)	200
Trimming concrete cores (per core)	20	LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)	250
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	85	Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/ CTM 208)	130
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)	85	Clay lumps, friable particles (AASHTO T112/ASTM C142)	175
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25	Durability Index (AASHTO T210/ASTM D3744/CTM 229)	200
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400	Moisture content of aggregates by oven drying (AASHTO T255/ ASTM C566/CTM 226)	40
Length of drilled concrete cores (CTM 531)	40	Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	130
HOT MIX ASPHALT (HMA)		Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	135
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100	Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	215
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900	Cleanness value of coarse aggregate (CTM 227)	210
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	350	Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	225
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	150	Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	650
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,350	MASONRY	
Extraction by centrifuge, percent asphalt (ASTM D2172)	150	Mortar cylinders (2" by 4", ASTM C780)	25
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)	135	Grout prisms (3" by 6", ASTM C1019)	25
Stabilometer, S-Value (ASTM D1560/CTM 366)	265	Masonry cores compression, ≤6" diameter (testing only, ASTM C42)	40
Bituminous mixture preparation (AASHTO R30/CTM 304)	80	CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)	45
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	60	CMU moisture content, absorption & unit weight (6 required, ASTM C140)	40
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)	50	CMU linear drying shrinkage (ASTM C426)	175
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)	55	CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM C1314)	180
Maximum density - Hveem (CTM 308)	200	CMU grouted prisms (compression test > 8" x 8" x 16", ASTM C1314)	250
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	130	Masonry core-shear, Title 24 (test only)	70
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40	BRICK	
Rubberized asphalt (add to above rates)	+ 25%	Compression (cost for each, 5 required, ASTM C67)	40

METHOD	\$/TEST	METHOD	\$/TEST
REINFORCING STEEL		SPRAY APPLIED FIREPROOFING	
Rebar tensile test up to ≤ No. 10 bars (ASTM A370)	45	Unit weight (density, ASTM E605)	60
Rebar tensile test > No. 10 bars ≤ No. 17, (ASTM A370)	100	BEARING PADS/PLATES AND JOINT SEAL	
Rebar bend test, up to ≤ No. 10 bars (ASTM A370)	45	Elastomeric Bearing Pads (Caltrans SS 51-3)	990
Rebar bend test > No. 10 bars ≤ No. 17, (ASTM A370)	150	Elastomeric Bearing Pad with Hardness and Compression Tests (Caltrans SS 51-3)	1230
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775)	45	Type A Joint Seals (Caltrans SS 51-2)	1620
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)	65	Type B Joint Seals (Caltrans SS 51-2)	1530
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775)	45	Bearing Plates (A536)	720
Tensile strength, ≤100,000 pounds axial load (ASTM A370)	45	STREET LIGHTS/SIGNALS	
Prestressing wire, tension (ASTM A416)	150	100W HPS Lighting (Caltrans RSS 86)	1296
Sample preparation (cutting)	50	SAMPLE TRANSPORT	
Resistance Butt-Welded Hoops/Bars, up to No. 10 (CTM 670)	180	Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	90
Post-Tensioned Bars (ASTM A772)	420		

EQUIPMENT, SUPPLIES & MATERIALS

	\$/UNIT		\$/UNIT
1/4 inch Grab plates	5 each	Manometer	25 day
1/4 inch Tubing (bonded)	0.55 foot	Mileage (IRS Allowable)	0.545 mile
1/4 inch Tubing (single)	0.35 foot	Moisture test kit (excludes labor to perform test, ASTM E1907)	60 test
3/8 inch Tubing, clear vinyl	0.55 foot	Nuclear moisture and density gauge	88 day
4-Gas meter (RKI Eagle or similar)/GEM 2000	130 day	Pachometer	25 day
Air flow meter and purge pump (200 cc/min)	50 day	Particulate Monitor	125 day
Box of 24 soil drive-sample rings	120 box	pH/Conductivity/Temperature meter	55 day
Brass sample tubes	10 each	Photo-Ionization Detector (PID)	120 day
Caution tape (1000-foot roll)	20 each	Pump, Typhoon 2 or 4 stage	50 day
Combination lock or padlock	11 each	QED bladder pump w/QED control box	160 day
Compressed air tank and regulator	50 day	Resistivity field meter & pins	50 day
Concrete coring machine (≤6-inch-dia)	150 day	Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	15 each
Consumables (gloves, rope, soap, tape, etc.)	35 day	Slope inclinometer	200 day
Core sample boxes	11 each	Soil sampling T-handle (Encore)	10 day
Crack monitor	25 each	Soil sampling tripod	35 day
Cutoff saws, reciprocating, electric (Sawzall®)	75 day	Stainless steel bailer	40 day
Disposable bailers	12 each	Submersible pump, 10 gpm, high powered Grunfos 2-inch with controller	160 day
Disposable bladders	10 each	Submersible pump/transfer pump, 10-25 gpm	50 day
Dissolved oxygen meter	45 day	Support service truck usage (well installation, etc.)	200 day
DOT 55-gallon containment drum with lid	65 each	Survey/fence stakes	8 each
Double-ring infiltrometer	125 day	Tedlar® bags	18 each
Dual-stage interface probe	80 day	Traffic cones (≤25)/barricades (single lane)	50 day
Dynamic Cone Penetrometer	400 day	Turbidity meter	70 day
Generator, portable gasoline fueled, 3,500 watts	90 day	Tyvek® suit (each)	18 each
Global Positioning System/Laser Range Finder	80 day	Vapor sampling box	55 day
Hand auger set	90 day	Vehicle usage (carrying equipment)	20 hour
HDPE safety fence (≤100 feet)	40 roll	VelociCalc	35 day
Horiba U-51 water quality meter	135 day	Visqueen (20 x 100 feet)	100 roll
Light tower (towable vertical mast)	150 day	Water level indicator (electronic well sounder) <300 feet deep well	60 day
Magnehelic gauge	15 day	ZIPLEVEL®	15 day

Expiration: This fee schedule is effective through December 31, 2021 after which staff hourly rates will be subject to 4% annual increase.

Overtime: Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on California official holidays.

Expert Witness Time: Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.

Minimum Field Hourly Charges: For Field Technicians, Special Inspectors or any on-site (field) materials testing services:

4 hours: 4-hour minimum charge up to the first four hours of work

8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.

Project time accrued includes portal to portal travel time.

Earth Material Samples: Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.

Construction Material Samples: After all designated day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting

EXHIBIT A TO AMENDMENT NO. 4:

**AGREEMENT FOR CONSULTING SERVICES WITH LEIGHTON CONSULTING, INC.
(DATED APRIL 24, 2013)**

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 24th day of April 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **LEIGHTON CONSULTING, INC.** ("Consultant").

RECITALS

A. Agency has determined that it requires geotechnical services and materials testing from a consultant for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction.

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 provide the general services set forth in Consultant's proposal, attached hereto and incorporated herein as Exhibit A. The specific tasks to be performed by Consultant pursuant to this Agreement, however, shall be set forth in subsequent proposals presented to and approved by the Agency Executive Director. Any such proposal shall be incorporated into this Agreement and be subject to all of this Agreement's terms and conditions as though fully set forth therein. Consultant shall complete the tasks in a timely manner to meet the schedule of performance established by the Executive Director.

b. Project Manager. Michael Grace shall be the Project Manager for this Agreement. The Project Manager will have the overall responsibility and will supervise the work performed by Consultant pursuant to this Agreement.

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. Time for Performance. Consultant shall commence the services upon a written notice to proceed provided to Consultant by the Executive Director and shall perform all services in conformance with the project timeline established by the Executive Director, set forth as Exhibit "B".

2. Agency 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 April 24, 2017 unless sooner terminated as provided in Section 4 herein.

4. Termination.

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

5. Compensation.

a. Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, on a time and materials basis using Consultant's standard fee schedule set forth in Exhibit C. In no event shall the total amount of compensation, including reimbursable expenses, exceed three hundred thousand dollars and twenty thousand no cents (\$320,000.00) during the term of this Agreement unless otherwise agreed upon in writing by the parties.

b. 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 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 or electronic material developed by Consultant in the performance of this Agreement shall be the property of the Agency without restriction or limitation upon its use or dissemination by Agency and shall be delivered to the Agency upon request of the Executive Director or upon the termination of this Agreement. Such materials shall not be the subject of a copyright application by Consultant. Any re-use by Agency of any such materials on any project other than the project for which they were prepared shall be at the sole risk of the Agency unless Agency compensates Consultant for such use. Consultant shall have no claim for further compensation as a result of the exercise by Agency of its full right of ownership of the documents and materials hereunder.

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

11. Independent Contractor.

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

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

12283\0001\706108.1

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 agrees to indemnify and hold harmless the Agency their respective officers, agents, representatives, consultants, shareholders, elected and appointed officials, employees, volunteers, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising, in connection with, resulting from, or related to 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 or Consultant's failure to perform or negligent performance of any term, provision, covenant, or condition of the Agreement, including this indemnity provision, except to the extent such claim is based solely on the gross negligence or willful misconduct of the 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 Indemnitees' right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. Consultant shall pay Indemnitees for any attorney's fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision.

b. 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 indemnify and hold harmless the Indemnitees from and against any and all Claims resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement, as set forth in this Section.

13. Insurance.

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

(1) A policy or policies of commercial general liability insurance written on an occurrence basis with limits no less than \$1,000,000 per occurrence and for all covered losses and \$2,000,000 general aggregate against any injury, death, loss or damage to property 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 insurance or errors and omissions liability insurance to cover or partially cover damages that may be the result of errors, omission, or negligent acts of the Consultant and "Covered Professional Services" as designated in policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and \$3,000,000 aggregate. The policy must "pay on behalf of" the insured.

(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.

b. Consultant shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

c. 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.

d. Consultant agrees that if it does not keep the insurance in full force and effect, the Agency may immediately terminate this Agreement.

e. 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.

f. 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.

12283\0001\706108.1

g. 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 request its insurer that it 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.

h. 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.

i. Any deductibles or self-insured retentions shall be subject to Agency approval.

j. If Consultant is a Limited Liability Company, 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.

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, overnight courier service or facsimile during Agency's and Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to Agency:

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

With a copy to:

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

If to Consultant:

Leighton Consulting, Inc.
10532 Acacia St., Suite B-6
Rancho Cucamonga, CA 91730
Attn: Michael Grace
Fax: (909) 484-2170

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. Licences. 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. 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
12283\0001\706108.1

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. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

20. Compliance with Laws.

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

21. Reliance on Reports.

Consultant understands that the 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 condition of a site, and/or the soils beneath a site, may be relied upon by the Agency, its program managers, consultants, agents 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 beneath a site, and for the purpose of assessing the geotechnical condition of a site, issuing closure letters, permits, licenses or authorizations to develop a site, and to determine whether further investigation, assessment, review or study is necessary, and so that 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 that 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. Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default by the other party.

27. Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specified performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

28. 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.

29. Exhibits; Precedence.

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A or any other proposal approved by the Executive Director, the provisions of this Agreement shall prevail.

30. Agency Not Obligated to Third Parties. The Agency shall not be obligated or liable under this Agreement to any party other than Consultant.

31. 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.

32. 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.

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

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

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY

By: 
Kevin Radecki, Executive Director

CONSULTANT:
LEIGHTON CONSULTING, INC.

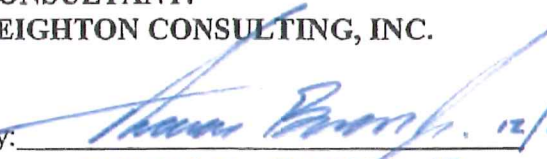
By:  12/11/2012
THOMAS C. BENSON, JR.
PRESIDENT & CEO

EXHIBIT A

Scope of Services



EXHIBIT "A"

Leighton Consulting, Inc
A LEIGHTON GROUP COMPANY

December 3, 2012

Proposal No. RC12-052

To: Successor Agency to the Industry Urban-Development Agency
c/o CNC Engineering
255 North Hacienda Boulevard, Suite 222
City of Industry, California 91744

Attention: Mr. Josh Nelson

Subject: Proposal to Provide Geotechnical and Materials Testing Services During Grading and Construction of Diamond Bar Creek Restoration - Phase 2 and Trapezoidal Channel Reconstruction 2 and Future Phase 3 (Highwater Bypass Grading), Contract No. DBC-0375, City of Industry, California

Introduction

In response to your request, Leighton Consulting is pleased to present this proposal to provide geotechnical and materials testing services during construction of the subject project. This proposal is based in part on our review of the project specifications dated October 2012, the project plans prepared by CNC Engineering, titled Diamond Bar Creek Restoration Phase 2 and Trapezoidal Channel Reconstruction (105 sheets) dated September 13, 2012.

Proposed Scope of Work - Phase 2

Based on our conversations with the project team we understand the project duration is expected to be 130 days (6 months). We estimate that our services will be required during construction for a period of 24 weeks full time (40 hours per week) for our soil field technician and part time (6 hours per week) for our Senior Staff Geologist. We

EXHIBIT "A"

estimate that approximately 160 hours of field time, total, will be required for field special inspection of concrete.

We propose the following scope of work:

- Attendance by our Principal Geologist and Field Operations Manager at a preconstruction meeting and weekly site meetings, as needed.
- Field observation and testing services by our soil field technician and concrete inspector will be provided full- and part-time, on an as-needed, as-requested basis during:
 - Grading and fill placement.
 - Backfill of various utility trenches.
 - Subgrade preparation for pavement and flat work improvements.
 - Concrete placement for concrete structures.
 - Attendance at weekly site meetings as requested.
- Field geologic mapping during grading will be provided by our geologic staff.
- Laboratory testing will be conducted for:
 - Maximum dry density/optimum moisture
 - Sieve analysis
 - Sand equivalent
 - Concrete compressive strength
- Geotechnical engineering analysis, QA/QC supervision and project management of our services will be provided as needed by our Engineering Geologist and Field Operations Manager.
- Daily Field Reports summarizing the earthwork activities will be provided to your field representative.
- Preparation of one final report summarizing the construction activities and the results of our field and laboratory tests.



EXHIBIT "A"

Proposed Scope of Work - Phase 3

Based on our conversations with the project team, we estimate that an additional fee of \$100,000 will be required for future highwater bypass grading.

Fee Estimate

We estimate that the fee for the geotechnical and materials testing services for Phase 2 will be approximately Two Hundred Twenty Thousand Dollars (\$220,000) and (\$100,000) for future Phase 3 Highwater bypass grading for a total estimate of Three Hundred Twenty Thousand Dollars (\$320,000). A breakdown of the assumptions and the estimated fees for our services are provided in Table 1, attached. The actual fees for our services will be dependent upon the schedule, pace and efficiency of your various subcontractors working during the project. Our fees will be charged on a time-and-materials basis in accordance with the attached 2012 Professional Fee Schedule for Prevailing Wage Projects.

We look forward to working with the Agency on this project. If you have any questions regarding our proposal or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Michael E. Grace
Field Operations Manager

MG/rsm

Attachments: Table 1 - Breakdown of Estimated Fee for Geotechnical and Materials Testing Services
2012 Professional Fee Schedule for Prevailing Wage Projects

Distribution: (2) Addressee

Accepted by: _____

Date: _____



Leighton

EXHIBIT "A"

**Table 1
Breakdown of Estimated Fees
Geotechnical and Materials Testing Services**

Diamond Bar Creek Restoration Phase 2

Field Meetings

	<u>Hrs./Wk</u>	<u>Weeks</u>	<u>Rate</u>	<u>Amount</u>
Principal Geologist	1	24	\$215	\$5,160
Field Operations Manager	2	24	160	7680
Vehicle	3	24	15	<u>1080</u>
	Subtotal:			\$13,920

Field Services*

	<u>Hrs. Wk</u>	<u>Weeks</u>	<u>Rate</u>	<u>Amount</u>
Field Soil Technician	40	24	\$105	\$100,800
Staff Geologist	6	24	140	20,160
Field Operations Manager/Project Engineer	4	24	160	15,360
Principal	1	24	215	5,160
Vehicle	51	24	15	18,360
Deputy Inspector	20	10	95	19,000
Sample Pickup 10 Trips @ \$80/trip				<u>1,600</u>
	Subtotal:			\$180,440

Project Management & QA/QC

	<u>Hrs./Wk</u>	<u>Weeks</u>	<u>Rate</u>	<u>Amount</u>
Field Operations Manager	2	24	\$160	\$7,680
Associate Engineer	1	24	200	<u>4,800</u>
	Subtotal:			\$12,480

Laboratory Testing**

	<u>No. of Tests</u>	<u>Rate</u>	<u>Amount</u>
Maximum Density/Optimum Moisture Content	6	\$245	\$1,470
Sand Equivalent	4	105	420
Sieve Analysis	4	175	<u>700</u>
	Subtotal:		\$2,590

Laboratory Materials Testing**

	<u>No. of Tests</u>	<u>Rate</u>	<u>Amount</u>
Compressive Strength of Concrete Cylinders	60	\$25	<u>\$1,500</u>
	Subtotal:		\$1,500

Report Preparation

Preparation of One Final Report		\$9,070
	Total Estimated Fee Phase 2:	
		\$220,000
Future Highwater Bypass Grading Phase 3	Estimated Fee Phase 3:	
		\$100,000
	Total Estimated Fee:	
		\$320,000

* Actual field hours will depend on the contractor's schedule and efficiency.

** Actual number and type of tests will vary depending on field conditions.



EXHIBIT B

Project Timeline

Start date: April 24, 2013

Estimated end of construction: June 30, 2017

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

EXHIBIT C

**Professional Fee Schedule
Hourly Rates**



Leighton

EXHIBIT "C"

PROFESSIONAL FEE SCHEDULE 2012

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Non-Destructive Testing (NDT) (ANSI)	95	Senior Staff Engineer/Geologist/Scientist	140
Prevailing Wage (Soil Field Technician)*	105	Operations/Laboratory Manager	160
Remediation System Operation & Maintenance Specialist	105	Project Engineer/Geologist/Scientist	160
Materials Inspection Manager/Deputy Grading Inspector	110	Senior Project Engineer/Geologist/Scientist Associate	180
Field/Laboratory Supervisor	125	Principal	200
Staff Engineer/Geologist/Scientist	125	Senior Principal	215
		Project Administrator /Word Processor	78
		Information Specialist	105
		CAD Operator	110
		GIS Specialist	125
		Vehicle usage	15

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		Modified Proctor Compaction (ASTM D 1557) 4 points	
Moisture Content (ASTM D 2216)	\$20	- 4 inch diameter mold (Methods A & B)	220
Moisture & Density (ASTM D 2937) ring samples	30	- 6 inch diameter mold (Method C)	245
Moisture & Density (ASTM D 2937) Shelby tube or cutting	40	Check Point (per point)	65
Atterberg Limits (ASTM D 4318) 3 points:	150	SOIL CHEMISTRY & CORROSION	
- single point, non-plastic	85	pH Method A (ASTM 4972 or CTM 643)	45
- Atterberg Limits (Organic ASTM D 2487 / 4318)	180	Electrical Resistivity – single point – in-situ moisture	45
- Visual classification as non-plastic (ASTM D 2488)	10	Minimum Resistivity 3 moisture content points (CTM 643)	90
Particle Size		pH + Minimum Resistivity (CTM 643)	130
- sieve only 1½" to #200, (ASTM D 6913/CTM 202)	110	Sulfate Content - Gravimetric (CTM 417 B (73) Part II)	70
- large sieve - 6" to #200 (ASTM D 6913/C136/CTM 202)	175	Sulfate Screen (HACH kit)	30
- hydrometer only (ASTM D 422)	110	Chloride Content (AASHTO T291/CTM 422 (78))	70
- sieve + hydrometer (≤3" sieve, ASTM D 422)	185	Corrosion Suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
Dispersive Characteristics of Clay Soil (double hydrometer, ASTM D 4221)	90	Organic Matter Content (ASTM 2974)	65
Specific Gravity-fine (passing #4, ASTM D 854/CTM 207)	125	SHEAR STRENGTH	
Specific Gravity-coarse (ASTM C 127/CTM 206) retained on #4	100	Pocket Penetrometer	15
- Total Porosity - on Shelby tube sample (calculated from density & specific gravity)	165	Direct Shear (ASTM D 3080, mod., 3 points)	
- Total Porosity - on other sample	155	- Consolidated Undrained - 0.05 inch/min	285
Photograph of sample	10	- Consolidated Drained - <0.05 inch/min	345
Shrinkage Limits (Wax Method, ASTM D 4943)	126	Residual Shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
Pinhole Dispersion (ASTM D 4647)	210	Remolding or hand trimming of specimens (3 points)	90
Percent Passing #200 Sieve, wash only (ASTM D 1140)	70	Oriented or block hand trimming (per hour)	65
As-Received Moisture & Density (chunk/carved samples)	60	Single Point Shear	105
Sand Equivalent (CTM 217)	105	Torsional Shear (ASTM D 6467 / ASTM D 7608)	820
COMPACTION & PAVEMENT SUBGRADE TESTS		CONSOLIDATION & EXPANSION/SWELL TESTS	
Relative Compaction of Untreated & Treated Soils & Aggregates (CTM 216)	250	Consolidation (ASTM D 2435)	195
Relative Density (0.1 ft ³ mold, ASTM D 4253, D 4254)	235	- Each additional time curve	45
California Bearing Ratio (ASTM D 1883)		- Each additional load/unload w/o Time Reading	40
- 3 point	500	Expansion Index (ASTM D 4829)	130
- 1 point	185	Swell/Collapse – Method A (ASTM D 4546-A, up to 10 load/unloads w/o time curves)	290
R-Value (CTM 301) Untreated	310	Single Load Swell/Collapse - Method B (ASTM D 4546-B, seat, load & inundate only)	105
R-Value (CTM 301) Lime or cement treated soils	340	Collapse Potential of Soils (ASTM D 5333)	220
Standard Proctor Compaction, (ASTM D 698) 4 points:			
- 4 inch diameter mold (Methods A & B)	180		
- 6 inch diameter mold (Method C)	215		

EXHIBIT "C"

METHOD	\$/TEST	METHOD	\$/TEST
TRIAXIAL TESTS		HYDRAULIC CONDUCTIVITY TESTS	
Unconfined Compression Strength of Cohesive Soil (with stress/strain plot, ASTM D 2166)	135	Triaxial Permeability in Flexible-Wall Permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C)	310
Unconsolidated Undrained Triaxial Compression Test on Cohesive Soils (USACE Q test, ASTM D 2850, per confining stress)	170	Each Additional Effective Stress	120
Consolidated Undrained Triaxial Compression Test for Cohesive Soils, (ASTM D 4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	Hand Trimming of Soil Samples for Horizontal K	60
Consolidated Drained Triaxial Compression Test (CD, USACE S test, with volume change measurement. Price per soil type below EM 1110-2-1906(X):		Remolding of Test Specimens	65
Sand or silty sand soils (per confining stress)	375	Permeability of Granular Soils (ASTM D 2434)	135
Silt or clayey sand soils (per confining stress)	500	SOIL-CEMENT	
Clay soils (per confining stress)	705	Moisture-Density curve for Soil-Cement Mixtures (ASTM D 558)	240
Three-stage Triaxial (sand or silty sand soils)	655	Wet-Dry Durability of Soil-Cement Mixtures (ASTM D 559) **	1,205
Three-stage Triaxial (silt or clayey sand soils)	875	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D 1633) per cylinder **	60
Three-stage Triaxial (clay soils)	1,235	Soil-Cement Remolded Specimen (for shear strength, consolidation, etc.) **	235
Remolding of Test Specimens	65	** Compaction (ASTM D 558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

TECHNICIAN SERVICES	\$/UNIT	METHOD	\$/TEST
Pick-up & Delivery – (weekdays, per trip, <50 mile radius from Leighton office)	80	AGGREGATE PROPERTIES	
Coring & Sizing (at Leighton laboratory per core)	80	Sieve Analysis (fine & coarse aggregate ASTM C 136)	135
METHOD		Sieve Analysis-finer than #200, Wash, ASTM C 117)	90
\$/TEST		LA Rattler-smaller coarse aggregate <1.5" (ASTM C 131)	165
CONCRETE STRENGTH CHARACTERISTICS		LA Rattler-larger coarse aggregate 1-3" (ASTM C 535)	190
Concrete Cylinders Compression (ASTM C 39) (6" x 12")	25	Durability Index (CTM 229)	200
Compression, Concrete or Masonry Cores (testing only) ≤6" diameter (ASTM C 42)	40	Cleaness Value of Coarse Aggregate (CTM 227)	210
Trimming concrete cores (per core)	20	Unit Weight of Aggregate (CTM 212)	50
Flexural Strength of Concrete (Simple Beam with 3rd pt. Loading, ASTM C 78/CTM 523)	65	Soundness Magnesium (ASTM C 88)	225
Flexural Strength of Concrete (simple beam w/ center point loading, ASTM 293/CTM 523)	65	Soundness Sodium	650
Mix Design, (review of existing data)	215	Uncompacted Void Content -fine aggregate (CTM 234)	130
Non Shrink Grout Cubes (2" ³ , ASTM C 109/C 1107)	25	Flat & Elongated Particles in Coarse Aggregate (CTM 235)	215
Drying Shrinkage (four readings, up to 90 days, 3 bars, ASTM C 157)	400	Percent of Crushed Particles (CTM 205)	135
ASPHALT CONCRETE, HMA, SPECIMEN TESTING		Organic Impurities in Concrete Sand (CTM 213)	60
Extraction by Ignition Oven (CTM 382)	150	Apparent Specific Gravity of Fine Aggregate (CTM 208)	130
Extraction by Ignition Oven, percent asphalt & gradation (CTM 382/CTM 202)	195	Moisture Content of Aggregates by Oven Drying (CTM 226)	40
Extraction, Percent Asphalt & Gradation, Centrifuge (ASTM D 2172/D 5444)	195	Clay Lumps, Friable Particles (ASTM C 142)	175
Extraction & Percent Asphalt, centrifuge (ASTM D 2172)	155	MASONRY	
Extraction & Gradation, centrifuge (ASTM D 2172 /C 136)	175	Mortar Cylinders (2" by 4", ASTM C 780)	25
Stabilometer Value (CTM 366)	265	Grout Prisms (3" by 6", ASTM C 1019)	25
Bituminous Mixture Preparation (CTM 304)	80	Masonry Cores Compression, ≤6" diameter (testing only, ASTM C 42)	25
Moisture Content of Asphalt (CTM 370)	60	CMU Compression to size 8" x 8" x 16" (3 required, ASTM C 140)	40
Bulk Specific Gravity – Molded Specimen or Cores (ASTM D 1188/CTM 308)	55	CMU Moisture Content, Absorption & Unit Weight (6 required, ASTM C 140)	45
Maximum Density - Hveem (CTM 308)	125	CMU Linear Drying Shrinkage (ASTM C 426)	175
Theoretical Maximum Density & Specific Gravity of HMA, (CTM 309)	130	CMU Grouted Prisms (compression test ≤8" x 8" x 16", ASTM E 447 C 1314)	180
Ignition Oven Correction/Correlation Values	quote	CMU Grouted Prisms (compression test > 8" x 8" x 16", ASTM E 447 C 1314)	250
Thickness or Height of Compacted Bituminous Paving Mixture Specimens (ASTM 3549)	40	Masonry Core-Shear Title 24 (test only)	250
Rubberized Asphalt (add to above rates)	+ 25%	BRICK	
		Compression (5 required, cost for each, ASTM C 67)	40

EXHIBIT "C"

METHOD	\$/TEST	METHOD	\$/TEST
SLAB-ON-GRADE MOISTURE EMISSION KIT		STEEL	
Moisture Test Kit (excludes labor to perform test, ASTM E 1907)	60	Tensile Strength, ≤100,000 pounds axial load (ASTM A 370)	45
REINFORCING STEEL		Prestressing Wire, Tension (ASTM A 416)	150
Rebar Tensile Test, Up to No. 10 (ASTM A 370)	45	Sample Preparation (cutting)	50
Rebar Tensile Test, No. 11 & over (ASTM A 370)	100	SPRAY APPLIED FIREPROOFING	
Rebar Bend Test, Up to No. 11 (ASTM A 370)	45	Unit Weight (Density, ASTM E 605)	60

EQUIPMENT, SUPPLIES & MATERIALS

	\$/UNIT		\$/UNIT
1/4" Grab Plates	\$ 5 ea	Nitrile Gloves	20 pair
1/4" Tubing (bonded)	0.55 foot	Nuclear Moisture & Density Gauge (licensed, calibrated, swipe tested)	88 day
1/4" Tubing (single)	0.35 foot	Pachometer	25 day
3/8" Tubing, clear vinyl	0.55 foot	pH/Conductivity/Temperature Meter	55 day
Box of 10 soil drive-sample rings	25 day	Photo-Ionization Detector (PID)	110 day
Brass Sample Tubes	10 each	Pump, Typhoon 2 or 4 Stage	50 day
Caution Tape (1000-foot roll)	20 each	QED Bladder Pump w/QED control box	160 day
Combination Lock or Padlock	11 each	Resistivity Field Meter & Pins	50 day
Compressed Air tank & Regulator	50 day	Service Vehicle Usage	150 day
Consumables (gloves, rope, soap, tape, etc.)	35 day	Slip / Threaded Cap, 2" or 4" diameter, PVC Schedule 40	15 each
Core Sample Boxes	11 each	Slope Inclinometer	50 day
Crack monitor	25 each	Stainless Steel Bailer	40 day
Cutoff Saws, reciprocating, electric (Saws-All)	75 day	Submersible Pump, 10 gpm, high powered Grunfos 2" with controller	160 day
Disposable Bailers	12 each	Submersible Sump/Transfer Pump, 10-25 gpm	50 day
Disposable Bladders	10 each	Survey/Fence Stakes	8 each
Dissolved Oxygen Meter	45 day	Tedlar® Bags	18 each
DOT 55-gallon Containment Drum with lid	65 each	Traffic Cones (≤25)/Barricades (single lane)	50 day
Double-ring Infiltrometer	125 day	Turbidity Meter	70 day
Generator, portable gasoline fueled, 3,500 watts	90 day	Tyvek® Suit	18 each
Global Positioning System (GPS)	80 day	Vapor Sampling Box	45 day
Hand Auger Set	90 day	Visqueen (20' x 100')	100 roll
HDPE Safety Fence (100')	40 roll	Water Level Indicator (electronic well sounder) <300 feet deep well	60 day
In-Situ Level Troll 500 (each)	90 day		
In-Situ Troll 9500 low flow water sampling equipment	150 day		
Lockable Equipment Box	15 day		
Magnahelic Gauge	15 day		
Manometer	25 day		
Mileage	IRS rate/mile		

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

EXHIBIT "C"

TERMS & CONDITIONS

* Our fees for prevailing wage work are subject to change at any time based upon the project advertised date & any changes in California prevailing laws or wage rates. Prevailing wage time accrued will include portal to portal travel time.

- For all classifications except those subject to prevailing wage, this fee schedule is effective through December 31, 2012 after which remaining work will be billed at then-current rates.
- **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, & 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, & 3 times basic hourly rates on California official holidays.
- **Expert Witness Time:** Expert witness deposition & testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Hourly Charges:** Geotechnical & Environmental Technicians (field time only):
 - 2 hours : Monday-Friday
 - 4 hours: Saturday & Sunday
- **Minimum Hourly Charges:** Special Inspectors or Material Testing Field Services (field time only):
 - 2 hours: Cancellation of inspections not canceled by 4:00 p.m. on preceding day (No charge if cancellation is made before 4:00 p.m. of the preceding work day.)
 - 4 hours: One-half working day or less except as No. 3 (below) applies
 - 8 hours: Over one-half working day, or begins before noon & extends into afternoon
- **Outside Direct Costs:** Heavy equipment, subcontractor fees & expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, & other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to & paid by client.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage & a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities & hazardous materials on the project site, prior to fieldwork, & agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe & legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag & \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing & reporting.

SUCCESSOR AGENCY

ITEM NO. 5.6



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

MEMORANDUM

TO: Honorable Chair and Members of the Successor Agency Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Agency Engineer *JN*

DATE: February 27, 2020

SUBJECT: Consideration of Amendment No. 3 to the Agreement for Consulting Services with WKE, Inc. for the Diamond Bar Creek Restoration Project (MP 99-31 #26)

Background:

On April 24, 2013, the Successor Agency ("Agency") approved an Agreement for Consulting Services with WKE, Inc. ("WKE"). WKE was retained to provide final structural design and structural engineering services during construction of the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction project. The Diamond Bar Creek project is being constructed in three phases. Phases 1 and 2 are complete, and the final Phase 3 is set to begin in 2020. On March 23, 2017, the Agency approved Amendment No. 1 extending the term of the Agreement through April 24, 2020, and on January 23, 2020 approved Amendment No. 2 extending the term through June 30, 2020.

Discussion:

Amendment No. 2 extended the Agreement through June 30, 2022, as the final Phase 3 construction will begin this year. With the extension through June 30, 2022, which coincides with the ROPS periods and provides for any potential delays, and with this being a multi-year and multi-phase project that started back in 2013, WKE has requested an amendment to its Rate Schedule to represent its current rates, which represents a varying percent increase for professional classifications over its prior rates. This should have coincided with the term extension approved in Amendment No. 2 as Phase 3 of the project begins. WKE is listed in the Recognized Obligation Payment Schedule under Line Item No. 167.

Fiscal Impact:

While Staff is recommending a revised Rate Schedule to reflect current pricing, sufficient funding remains in the contract, therefore a budget increase is unnecessary at this time. WKE is listed in the Recognized Obligation Payment Schedule under Line Item No. 167.

Recommendation:

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

Exhibit:

- A. Amendment No. 3 to Agreement for Consulting Services with WKE, Inc., dated February 27, 2020

TH/JN:jf

EXHIBIT A

Amendment No. 3 to Agreement for Consulting Services with WKE, Inc., dated
February 27, 2020

[Attached]

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

This Amendment No. 3 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 27th day of February, 2020, by and between the Successor Agency to the Industry Urban-Development Agency, a public body, (“Agency”) and WKE, Inc., a California corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about April of 2013, the Agreement was entered into and executed between the Agency and Consultant to provide final structural design and structural engineering services during construction of the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction; and

WHEREAS, on or about March 23, 2017, the Agency approved a term extension through April 24, 2020; and

WHEREAS, on or about January 23, 2020, the Agency approved a term extension through June 30, 2022; and

WHEREAS, because Consultant’s rates have not been increased since 2013, it is recommended that the Rate Schedule be amended in its entirety to reflect Consultant’s current rates; and

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

AMENDMENT

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

Exhibit C, Rate Schedule

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

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

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

“CONSULTANT”
WKE, INC.

By: _____
Troy Helling, Executive Director

By: _____
Wei Koo, President

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

**ATTACHMENT 1
EXHIBIT C**

Rate Schedule

Classification	Billing Rate per hour
Project Manager	\$276.38
Senior Engineer	\$196.41
Project Engineer	\$129.45
Assistant Engineer	\$94.55
CADD	\$113.45

EXHIBIT A TO AMENDMENT NO. 3:

**AGREEMENT FOR CONSULTING SERVICES WITH WKE, INC. (DATED APRIL 24,
2013)**

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 24th day of April 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **WKE, INC.**, a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires the following professional services from a consultant to provide final structural design and structural engineering services during construction from a consultant for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction.

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 Wei Koo, 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.

12283\0001\778041.2

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 April 24, 2017, unless sooner terminated as provided in Section 4 herein.

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, in an amount not to exceed fifty six thousand dollars and no cents (\$56,000.00), 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.

12283\0001\778041.2

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 Agency. In no event shall expenses exceed the sum of \$_____.

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

11. Independent Contractor.

a. Consultant is an independent contractor and shall have no power to incur any debt, obligation or liability on behalf of Agency. Consultant shall not, at any time or in any

manner, represent that it or any of its agents or employees are in any manner agents or employees of Agency.

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

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

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

12. Indemnification.

a. To the full extent permitted by law, Consultant shall indemnify, defend and hold harmless the IUDA, its officers, officials, employees, and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or representatives, in the performance of professional services under this Agreement.

b. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless the IUDA, its officers, officials, employees, and agents from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the IUDA, its officers, employees and agents may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property arising out of or in connection with the performance of this Agreement by Consultant, its agents, employees or representatives.

c. 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, except for any liability resulting from actions that are covered by the Professional Liability or Errors and Omissions Insurance policy.

d. 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 IUDA, its officers, officials, employees, and agents from and against any and all Claims resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement as set forth in this Section.

13. Insurance.

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

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

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

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

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

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

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

12283\0001\778041.2

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

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

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

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

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

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

h. All insurance coverage provided pursuant to this Agreement, with the exception of the Professional Liability or Errors and Omissions Insurance, shall not prohibit Consultant, and Consultants officers, employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Agency, its officers, employees, agents and representatives, except for any liability resulting from actions that are covered by the Professional Liability or Errors and Omissions Insurance policy.

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 his duty) to monitor the handling of any such claim or claims if they are likely to involve the Agency.

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

With a copy to:

Richards, Watson & Gershon
333 South Hope Street - 38th Floor
Los Angeles, CA 90071
Attn: William L. Strausz, Esq.
(213) 626-8484
Fax: (213) 626-0078

If to Consultant:

WKE, Inc.
400 N. Tustin Avenue, Suite 275
Santa Ana, CA 92705
Attn: Wei T. Koo, President
(714) 953-2665
Fax: (714) 953-5408

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

12283\0001\778041.2

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.

12283\0001\778041.2

27. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

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

29. Severability.

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

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

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

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

**CONSULTANT:
WKE, INC.**

By: 
Kevin Radecki, Executive Director

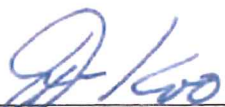
By: 
Wei Koo, President

EXHIBIT A

Scope of Services



EXHIBIT "A"

December 05, 2012

Mr. Kevin Radecki
Executive Director
Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street, Suite 200
City of Industry, CA 91744

Attention: Mr. Joshua Nelson / C&C Engineering

RE: Engineering Proposal for
Diamond Bar Creek Restoration Phase II and III

Dear Mr. Radecki:

WKE is pleased to submit an engineering proposal to the Successor Agency to the Industry Urban-Development Agency (S-IUDA) for the Diamond Bar Creek Restoration project Phases II & III. The proposed scope of work and the maximum not-to-exceed fee proposal are described below. A detailed summary containing breakdown of man-hour by tasks is provided in Attachment A.

Phase II – Structural Engineering Services During Construction

WKE will provide structural engineering support services for the Diamond Bar Creek Phase II Construction. Our services include the following tasks:

- Attend preconstruction construction meetings;
- Review shop drawings and respond to Requests for Information (RFIs);
- Attend construction meetings/site visits at the request of the Construction Manager (CM);
- Prepare Contract Change Order (CCOs) as needed.

Total estimated man-hour for Phase II is 204 hours.
Total not-to-exceed engineering budget is \$ 26,000

Phase III – Final Design and Structural Engineering Service during Construction.

WKE will provide final structural design, plans, specifications, and estimates for the “high-flow” splitter structure and realigned maintenance access road around the splitter structure. The hydraulic analysis and the configuration of the flow-splitter structure will be prepared by Thompson Engineering. Following is a summary of the engineering tasks by WKE:

EXHIBIT "A"

Diamond Bar Creek Restoration Phases II and III
December 04, 2012

Page 2

- Prepare structural engineering calculations;
- Prepare engineering plans for the flow splitter structure and the realignment of the DB Creek access road;
- Design quality check;
- Submit plans to the City and the County, and respond to comments ;
- Revise and submit final plans for approval

WKE will provide structural engineering support services for the Diamond Bar Creek Phase III Construction. Our services include the following tasks:

- Attend preconstruction construction meetings;
- Review shop drawings and respond to Requests for Information (RFIs);
- Attend construction meetings/site visits at the request of the Construction Manager (CM);
- Prepare Contract Change Order (CCOs) as needed.

Total estimated man-hour for Phase III is 266 hours.
Total not-to-exceed engineering budget is \$ 30,000

The proposed fee does not include other direct costs (ODC). ODCs are reimbursable by the S-IUDA at invoice time with supporting documents.

WKE appreciates the opportunity to continue servicing the Successor Agency to the Industry Urban-Development Agency on this important project. Please contact me should you have any questions on the proposal.

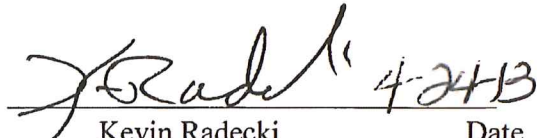
Respectfully Submitted

WKE, Inc.



Wei Koo, SE
President

Approved by



Kevin Radecki
City Manager

Date

Cc: contract file

WKE, Inc.

PROFESSIONAL FEE PROPOSAL
FOR

PROJECT: Diamond Bar Creek Restoration Phase II and Phase III		CONTRACT NO.		
CLIENT: S-IUDA		OWNER: S-IUDA		
Prep. by : W. Koo		Date: 12/3/2012		
RFP No :		Date: 12/3/2012		
PROPOSED SERVICE:				
Diamond Bar Creek Restoration Project - Phase II and Phase III				
1. Phase II Construction Support				
<ul style="list-style-type: none"> - Attend preconstruction meeting - Review shop drawings and respond to RFIs - Attend construction meetings/site visits at the request of CM - Prepare CCOs as needed 				
2. Phase III Final Design and Construction Support				
<ul style="list-style-type: none"> - Final Design <ul style="list-style-type: none"> • Prepare structural engineering calcs • Prepare engineering plans • Design quality check • Submit plans to the City and the County for review and construction permit • Final plans - Construction Support <ul style="list-style-type: none"> • Attend preconstruction meeting • Review shop drawings and respond to RFIs • Attend construction meetings/site visits at the request of CM • Prepare CCOs as needed 				
MANHOURLY SUMMARY:				
No.	Classification	Manhours	Salary Cost	Total Labor Cost
1	Project Manager	33	75.00	2,475
2	Senior Engineer	138	68.00	9,384
3	Project Engineer	101	45.00	4,545
4	Assistant Engineer	141	32.00	4,512
5	CAD	57	30.00	1,710
(1)	Labor Cost (unburdened)	470		22,626
(2)	Overhead + G&A	125%		28,283
(3)	Total Labor + OH+G&A			50,909
(4)	Fee @	10%		5,091
(5)	Total Burdened Labor + Fee			\$ 56,000
(6)	Escalation Factor (% per year)	5%		\$ -
OTHER DIRECT COST SUMMARY^(a)				
01 Reproductions				
02 Xerox				
03 Computer				
04 Travel/Transportation				
05 SubConsultants				
06 Special Deliveries				
(7)	TOTAL ODC (Reimb)			\$ -
(8)	TOTAL PROPOSED AMOUNT			\$ 56,000

(a) Other direct costs are not included; they are direct reimbursable

WKE, Inc.

MANHOOR ESTIMATES BY CATEGORY

PROJECT		Diamond Bar Creek Restoration Phase II and Phase III					CONTRACT NO.	
CLIENT:		S-IUDA						
		Project Manager	Senior Engineer	Project Engineer	Assistant Engineer	CAD	TOTAL MANHOURS	TOTAL PROPOSED FEE
TOTAL MANHOOR SUM		33	138	101	141	57	470	56,000
Effective Hourly Rate		185.63	168.30	111.38	79.20	74.25		
TASK DESCRIPTION								
Task No.								
1 - Phase II - CONSTRUCTION SUPPORT								
Year	0							
		Escalation for this milestone						0
1.A	Preconstruction Meeting	4	4	-	-	-	8	1,416
1.B	Review Shop Drawings & Respond to RFIs	4	36	45	48	-	133	15,615
1.C	Construction Meetings/Site Visits	4	36	-	-	-	40	6,801
1.D	Prepare CCOs	2	2	-	10	9	23	2,168
Labor SubTotal		14	78	45	58	9	204	26,000
2 - PHASE III - DESIGN AND CONSTRUCTION SUPPORT								
Year	0							
		Escalation for this milestone						0
2.A.1	Prepare Structural Engineering Calcs	3	18	24	30	-	75	8,635
2.A.2	Prepare Engineering Plans	2	6	12	17	36	73	6,737
2.A.3	Design Quality Check	1	10	-	-	-	11	1,869
2.A.4	Submit Plans to the City/County	1	2	4	8	4	19	1,898
2.A.5	Final Plans	1	2	-	4	4	11	1,136
2.B.1	Preconstruction Meeting	4	4	-	-	-	8	1,416
2.B.2	Review Shop Drawings & Respond to RFIs	4	10	12	20	-	46	5,346
2.B.3	Construction Meetings/Site Visits	2	6	4	-	-	12	1,827
2.B.4	Prepare CCO	1	2	-	4	4	11	1,137
Labor Subtotal		19	60	56	83	48	266	30,000

EXHIBIT B

Project Timeline

Start date: April 24, 2013

Estimated end of construction: June 30, 2017

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

EXHIBIT C

Professional Fee Schedule
Hourly Rates

EXHIBIT "C"

RATE Sheet

12/3/2012

WKE, Inc.

Overhead Rate		125%
FEE		10%
Classification	Salary	Billing Rate
Project Manager	\$ 75.00	\$ 185.63
Senior Engineer	\$ 68.00	\$ 168.30
Project Engineer	\$ 45.00	\$ 111.38
Assistant Engineer	\$ 32.00	\$ 79.20
CAD	\$ 30.00	\$ 74.25

SUCCESSOR AGENCY

ITEM NO. 5.7



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

TO: Honorable Chair and Members of the Successor Agency Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Agency Engineer *JN*

DATE: February 27, 2020

SUBJECT: Consideration of Amendment No. 3 to the Agreement for Consulting Services with Thomsen Engineering, Inc. for the Diamond Bar Creek Restoration Project (MP 99-31 #26)

Background:

On April 24, 2013, the Successor Agency ("Agency") approved an Agreement for Consulting Services with Thomsen Engineering, Inc. ("Thomsen"). Thomsen was retained to provide design and construction support services for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction project. The Diamond Bar Creek project is being constructed in three phases. Phases 1 and 2 are complete, and the final Phase 3 is set to begin in 2020. On March 23, 2017, the Agency approved Amendment No. 1 extending the term of the Agreement through April 24, 2020, and on January 23, 2020, approved Amendment No. 3 extending the term through June 30, 2020.

Discussion:

Amendment No. 2 extended the Agreement through June 30, 2022, as the final Phase 3 construction will begin this year. With the extension through June 30, 2022, which coincides with the ROPS periods and provides for any potential delays, and with this being a multi-year and multi-phase project that started back in 2013, Thomsen has requested an amendment to its Rate Schedule to represent its current rates, which represents a varying percent increase for professional classifications over its prior rates. This should have coincided with the term extension approved in Amendment No. 2 as Phase 3 of the project begins. Thomsen is listed in the Recognized Obligation Payment Schedule under Line Item No. 149.

Fiscal Impact:

While Staff is recommending a revised Rate Schedule to reflect current pricing, sufficient funding remains in the contract, therefore a budget increase is unnecessary at this time. Thomsen is listed in the Recognized Obligation Payment Schedule under Line Item No. 149.

Recommendation:

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

Exhibit:

- A. Amendment No. 3 to Agreement for Consulting Services with Thomsen Engineering, Inc., dated February 27, 2020

TH/JN:jf

EXHIBIT A

Amendment No. 3 to Agreement for Consulting Services with Thomsen Engineering,
Inc., dated February 27, 2020

[Attached]

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

This Amendment No. 3 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 27th day of February, 2020, by and between the Successor Agency to the Industry Urban-Development Agency, a public body, (“Agency”) and Thomsen Engineering, Inc., a California corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about April of 2013, the Agreement was entered into and executed between the Agency and Consultant to provide design and construction support services for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction project; and

WHEREAS, on or about March 23, 2017, the Agency approved a term extension through April 24, 2020; and

WHEREAS, on or about January 23, 2020, the Agency approved a term extension through June 30, 2022; and

WHEREAS, because Consultant’s rates have not been increased since 2013, it is recommended that the Rate Schedule be amended in its entirety to reflect Consultant’s current rates; and

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

AMENDMENT

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

Exhibit C, Rate Schedule

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

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

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

“CONSULTANT”
THOMSEN ENGINEERING, INC.

By: _____
Troy Helling, Executive Director

By: _____
Robert E. Sullivan, President

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

**ATTACHMENT 1
EXHIBIT C**

Rate Schedule

PRINCIPAL I	\$140.00/hr
PRINCIPAL, II, Supervision	\$140.00/hr
CIVIL ENGINEER IV	\$130.00/hr
CIVIL ENGINEER III	\$110.00/hr
CIVIL ENGINEER II	\$102.00/hr
CIVIL ENGINEER I	\$98.00/hr
SPECIAL SERVICES	\$96.00/hr
DRAFTSMAN	\$90.00/hr
CIVIL ENGINEER (Apprentice I)	\$59.00/hr
CLERICAL	\$52.00/hr

EXHIBIT A TO AMENDMENT NO. 3:

**AGREEMENT FOR CONSULTING SERVICES WITH THOMSEN ENGINEERING, INC.
(DATED APRIL 24, 2013)**

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 24th day of April 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **THOMSEN ENGINEERING, INC**, a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires design and construction support from a consultant for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction.

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 Robert Sullivan, 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 April 24, 2017, unless sooner terminated as provided in Section 4 herein.

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, in an amount not to exceed one hundred ninety five thousand dollars and no cents (\$195,000.00), 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.

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 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 4 years. Agency shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. If applicable under this Agreement, all files, documents, samples, test results, chain of custody logs, and other records and other relevant data developed by Consultant in the course of performing this Agreement shall be maintained for a period of two (2) years after

completion of all work and after final payments have been made and shall be made available to Agency upon request.

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service

during Agency's and Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to Agency:

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

With a copy to:

Richards, Watson & Gershon
333 South Hope Street - 38th Floor
Los Angeles, CA 90071
Attn: William L. Strausz, Esq.
(213) 626-8484
Fax: (213) 626-0078

If to Consultant:

Thomsen Engineering
18611 E. Gale Avenue
City of Industry, CA 91748
Attn: Robert Sullivan

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

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

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

Consultant shall comply with § 306 of the Federal Clean Air Act (42 U.S.C. §1857(h)), § 508 of the Federal Water Pollution Prevention Act (33 U.S.C. § 368), and the laws implementing those acts, including Executive Order 11,738 and 40 C.F.R. pt. 15. Consultant shall comply with the provisions of the "Barry Keane Underground Storage Tank Cleanup Trust Fund Act of 1989 (Health & safety Code §§ 25299.10 et. seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 23, § 2810 et. seq. Consultant shall also comply with mandatory standards and policies relating to energy efficiency, according the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

21. Reliance on Reports [check if applicable]

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

22. Discrimination and Equal Employment Opportunity.

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

23. No Assignment.

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

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

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

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

27. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

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

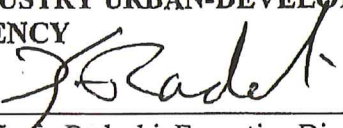
29. Severability.

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

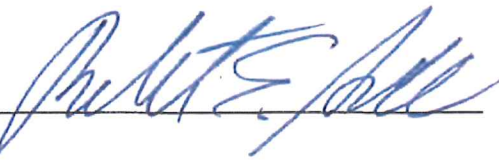
30. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

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

By: 
Kevin Radecki, Executive Director

CONSULTANT

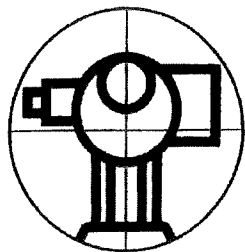
By: 

By: _____

EXHIBIT A

Scope of Services

EXHIBIT "A"



**Thomsen
Engineering, Inc.**

- Civil Engineering
- Surveying
- Land Planning

18611 E. Gale Ave.
Industry, CA 91748

E-mail
info@tei-civil.com

Telephone
626-965-9350

FAX
626-965-2379

December 12, 2012

Mr. Kevin Radecki
Successor Agency to Industry Urban-Development Agency
15625 E. Stafford Street
Industry, CA 91744

Re: Scope of services - Phase II and Phase III, Diamond Bar Creek Remediation and related Improvements. Provide Consultant Services for Design, Revisions and Construction Administration during the construction Phase on an as needed basis.
Jn: 6130-F & G

Dear Mr. Radecki:

We hereby request a service contract for miscellaneous engineering services for assistance in the preparation of various civil design and revisions to construction plans and bid packages for the remainder of the Phases of Diamond Bar Creek Improvements and the construction administration services to assist during the construction of the above referenced project.

CONSTRUCTION ADMINISTRATION (Phases II)

We will provide design engineering and revisions as directed by the Agency Engineer as well as construction administration assistance during the construction of the Phase II Project which includes the remediation of Diamond Bar Creek, construction of the access/maintenance road, replacement of the trapezoidal channel and the various storm drain extensions and outlets for the storm drain facilities from under the freeway on an as needed and hourly rate basis. This will include assistance in packaging and bidding, reviewing and answering questions, attending preconstruction meetings, site review, attend various onsite construction meetings and review of contractor submittals during construction for Phase II.

The above described services will be provided on an hourly rate basis with a not to exceed amount of \$125,000.00.

EXHIBIT "A"

Page 2 of 2

CONSTRUCTION ADMINISTRATION (Phases III)

We will provide design engineering and revisions as directed by the Agency Engineer as well as construction administration assistance during the construction of the Phase III Project which includes the grading of the bypass and detention basin facility including the outlet weir for the control and release of the detained runoff. This will complete the remediation of Diamond Bar Creek. Our services will include assistance in packaging and bidding, reviewing and answering questions, attending preconstruction meetings, site review, attend various onsite construction meetings and review of contractor submittals during construction for Phase III.

The above described services will be provided on an hourly rate basis with a not to exceed amount of \$70,000.00.

EXCLUSION

Soils and structural engineering is not provided by our company, therefore, it is excluded.

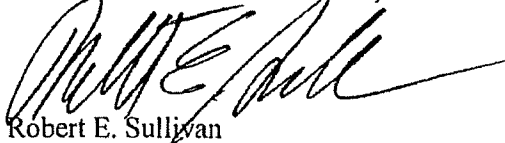
REIMBURSEMENT

All research materials, conferences with clients and attorneys, blueprints, computer plots, specialty computer software, messenger fees and governmental fees are reimbursable and are not included in the above estimates.

We appreciate the opportunity to assist the Agency and look forward to providing engineering services during the construction of this project.

Sincerely,

THOMSEN ENGINEERING, INC.



Robert E. Sullivan
President

res/hs

EXHIBIT B

Project Timeline

Start date: April 24, 2013

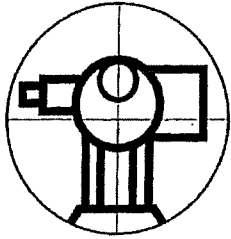
Estimated end of construction: June 30, 2017

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

EXHIBIT C

Professional Fee Schedule
Hourly Rates

EXHIBIT "C"



**Thomsen
Engineering, Inc.**

18611 E. Gale Ave
Industry, CA 91748

Telephone
626-965-9350

- Civil Engineering
- Surveying
- Land Planning

Email
info@ThomsenEngInc.com

FAX
626-965-2379

RATE SCHEDULE

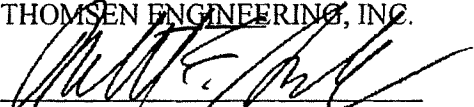
10/01/2012

HOURLY RATES

<u>DESCRIPTION</u>	<u>REG.</u>	<u>O.T.</u>	<u>SUN.</u>
1. GPS CREW, 2 SURVEYORS	\$279.00	\$418.50	\$558.00
2. CREW, 3 SURVEYORS	\$262.00	\$393.00	\$524.00
3. CREW, 2 SURVEYORS	\$229.00	\$343.50	\$458.00
4. PRINCIPAL I	\$125.00		
5. PRINCIPAL, II, Supervision	\$125.00		
6. CIVIL ENGINEER IV	\$104.00		
7. CIVIL ENGINEER III	\$ 94.00		
8. CIVIL ENGINEER II	\$ 84.00		
9. CIVIL ENGINEER I	\$ 74.00		
10. SPECIAL SERVICES	\$ 72.00		
11. DRAFTSMAN	\$ 70.00		
12. CIVIL ENGINEER (Apprentice I)	\$ 54.00		
13. CLERICAL	\$ 48.00		

All blueprints, research material, conferences and discussions with our client and their attorneys or the attorneys of a lender, computer plots, specialized computer software, overnight shipping charges and governmental fees are reimbursable and not included in the above estimate. Rates subject to change annually per Union agreement anniversary on August 1st.

THOMSEN ENGINEERING, INC.


Robert E. Sullivan

Approved By: _____