



**SUCCESSOR AGENCY TO THE  
INDUSTRY URBAN-DEVELOPMENT AGENCY  
SPECIAL MEETING AGENDA  
DECEMBER 10, 2020 8:30 A.M.**

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

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

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**NOTICE OF TELEPHONIC MEETING:**

- ***Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the Successor Agency shall be held telephonically. Members of the public shall be able to attend the meeting telephonically and offer public comment by calling the following conference call number: 657-204-3264 and entering the following Conference ID: 978 354 316#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Successor Agency meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, December 8, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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- ***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.
  - ***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.

**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 City Clerk of the City Council 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. City Hall doors open to the public Monday through Friday 9:00 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.***

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1. Call to Order

2. Flag Salute

3. Roll Call

4. Public Comments

5. **CONSENT ITEMS**

5.1 Consideration of the Register of Demands for November 12, 2020 and November 26, 2020

*RECOMMENDED ACTION: Ratify the Register of Demands.*

5.2 Consideration of the Register of Demands for December 10, 2020

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

5.3 Consideration of Amendment No. 1 to Professional Services Agreement for Financial Auditing Services with White Nelson Diehl Evans, LLP

*RECOMMENDED ACTION: Approve Amendment No. 1.*

5.4 Consideration of Resolution No. SA 2020-03 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER INDUSTRY URBAN-DEVELOPMENT AGENCY ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022 (ROPS 21-22) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

*RECOMMENDED ACTION: Adopt Resolution NO. SA 2020-03.*

5.5 Consideration of Resolution No. SA 2020-04 - A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING AN ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2021 TO JUNE 30, 2022

*RECOMMENDED ACTION: Adopt Resolution NO. SA 2020-04.*

6. **BOARD MATTERS**

- 6.1 Consideration of authorization to advertise for public bids for Agreement No. IBC-0389, Industry Business Center Slopes Landscape Maintenance, for an estimated cost of \$7,470,000.00 (MP 99-31 #16)

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

7. Adjournment. Next regular Successor Agency meeting will be on Thursday, January 28, 2021 at 8:30 a.m.

*SUCCESSOR AGENCY*

ITEM NO. 5.1

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
November 12, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	28,000.00
222	IUDA PROJECT 2	158,493.47
	IUDA PROJECT 3	10,130.00
	TOTAL ALL FUNDS	196,623.47

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	158,493.47
BOFA	BANK OF AMERICA	38,130.00
	TOTAL ALL BANKS	196,623.47

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

**Wells Fargo Bank**

**November 12, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
<b>32740</b>	10/22/2020		<b>SAGE ENVIRONMENTAL GROUP</b>	<b>\$10,099.76</b>
	Invoice	Date	Description	Amount
	925	10/20/2020	BIOLOGICAL MONITORING-IBC PROJECT	\$10,099.76
<b>32741</b>	10/28/2020		<b>INDUSTRY PUBLIC UTILITY</b>	<b>\$196.25</b>
	Invoice	Date	Description	Amount
	2021-00000647	10/15/2020	09/10-10/10/20 SVC - #1 B STREET LOOP, IBC EAST	\$10.89
	2021-00000648	10/15/2020	09/10-10/10/20 SVC - #2 B STREET LOOP, IBC EAST	\$13.37
	2021-00000649	10/15/2020	09/10-10/10/20 SVC - #3 B STREET LOOP, IBC EAST	\$13.08
	2021-00000650	10/15/2020	09/10-10/10/20 SVC - #4 B STREET LOOP, IBC EAST	\$12.94
	2021-00000651	10/15/2020	09/10-10/10/20 SVC - #5 B STREET LOOP, IBC EAST	\$13.08
	2021-00000652	10/15/2020	09/10-10/10/20 SVC - 370 GRAND AVE SOUTH	\$68.96
	2021-00000653	10/15/2020	09/10-10/10/20 SVC - 1 MARCELLIN DR	\$14.46
	2021-00000654	10/15/2020	09/10-10/10/20 SVC - 2 MARCELLIN DR	\$12.40
	2021-00000655	10/15/2020	09/10-10/10/20 SVC - 3 MARCELLIN DR	\$12.40
	2021-00000656	10/15/2020	09/10-10/10/20 SVC - 1 GRAND CROSSING PKWY	\$12.27
	2021-00000657	10/15/2020	09/10-10/10/20 SVC - 2 GRAND CROSSING PKWY	\$12.40
<b>32742</b>	10/29/2020		<b>LEIGHTON CONSULTING INC</b>	<b>\$16,137.34</b>
	Invoice	Date	Description	Amount
	41627	09/09/2020	GEOTECHNICAL SVC-IBC PROJ	\$2,310.20
	41628	09/09/2020	GEOTECHNICAL SVC-IBC PROJ	\$13,827.14
<b>32743</b>	11/12/2020		<b>BRIGHTVIEW LANDSCAPE</b>	<b>\$628.00</b>
	Invoice	Date	Description	Amount
	7036231	09/28/2020	REPAIR BROKEN MAIN-BAKER PKY SLOPES	\$628.00

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

**Wells Fargo Bank**

**November 12, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
<b>32744</b>	11/12/2020		<b>BUTSKO UTILITY DESIGN INC.</b>	<b>\$6,970.00</b>
	Invoice	Date	Description	Amount
	181009	10/02/2020	UTILITY DESIGN-IBC PROJ	\$3,060.00
	181007	10/02/2020	UTILITY DESIGN-IBC PROJ	\$2,635.00
	181006	10/02/2020	UTILITY DESIGN-IBC PROJ	\$1,020.00
	181005	10/02/2020	UTILITY DESIGN-IBC PROJ	\$255.00
<b>32745</b>	11/12/2020		<b>CNC ENGINEERING</b>	<b>\$84,065.00</b>
	Invoice	Date	Description	Amount
	501796	10/29/2020	BAKER PKY SLOPE MAINT	\$945.00
	501803	10/29/2020	INDUSTRY EAST TRAFFIC MITIGATION	\$575.00
	501802	10/29/2020	DIAMOND BAR CREEK	\$700.00
	501797	10/29/2020	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$6,812.50
	501798	10/29/2020	IBC-EAST SIDE ROADWAYS	\$15,535.00
	501799	10/29/2020	IBC-WEST SIDE ROADWAYS	\$32,107.50
	501800	10/29/2020	IBC-FUTURE PHASES AND STUDIES	\$27,390.00
<b>32746</b>	11/12/2020		<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$7,556.93</b>
	Invoice	Date	Description	Amount
	PW-20101301806	10/13/2020	REVIEW GEO REPORT-GRAND AVE/GOLDEN	\$7,556.93
<b>32747</b>	11/12/2020		<b>ENVIRONS, INC.</b>	<b>\$2,587.91</b>
	Invoice	Date	Description	Amount
	3436	10/19/2020	LANDSCAPE PLANS-IBC PROJ	\$2,587.91

**Successor Agency To The  
Industry Urban Development Agency  
Wells Fargo Bank  
November 12, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
32748	11/12/2020		LEIGHTON CONSULTING INC	\$1,430.10
	Invoice	Date	Description	Amount
	42066	10/13/2020	GEO SVC-TRAFFIC MITIGATION GRAND/GOLDEN	\$1,430.10
32749	11/12/2020		PLACEWORKS	\$5,576.25
	Invoice	Date	Description	Amount
	73369	09/30/2020	INDUSTRY BUSINESS CENTER	\$5,576.25
32750	11/12/2020		THOMSEN ENGINEERING, INC	\$1,857.50
	Invoice	Date	Description	Amount
	I2020063	10/31/2020	DIAMOND BAR CREEK	\$1,857.50
32751	11/12/2020		WKE, INC	\$37,525.77
	Invoice	Date	Description	Amount
	14001-81B	10/13/2020	57/60FWY CONFLUENCE PROJ	\$37,525.77

Checks	Status	Count	Transaction Amount
	Total	12	\$174,630.81



**Successor Agency To The  
Industry Urban Development Agency  
Wells Fargo Voided Check  
November 12, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
32717	09/24/2020	10/29/2020	LEIGHTON CONSULTING INC	(\$16,137.34)
	Invoice	Date	Description	Amount
			VOIDED CK-NOT RECEIVED	
	41627	09/09/2020	GEOTECHNICAL SVC-IBC PROJ	(\$2,310.20)
	41628	09/09/2020	GEOTECHNICAL SVC-IBC PROJ	(\$13,827.14)

Check	Status	Count	Transaction Amount
	Total		(\$16,137.34)

**Successor Agency To the  
Industry Urban Development Agency  
Bank of America  
November 12, 2020**

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

145	10/19/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$10,130.00
	Invoice	Date	Description	Amount
	10/19/20	10/19/2020	2008 SUB-LIEN TAX BOND FOR REG 10/22/20	\$10,130.00

**PJ1.BOFA.CHK - Project 1 BofA Checking**

1177	10/15/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$28,000.00
	Invoice	Date	Description	Amount
	A2 REG 10/22/20	10/15/2020	TRANSFER OF FUNDS REGISTER 10/22/20	\$28,000.00

Check	Status	Count	Transaction Amount
Total		2	\$38,130.00

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
November 12, 2020**

Reviewed By: \_\_\_\_\_ Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
November 26, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	5,000.00
222	IUDA PROJECT 2	564,415.71
	IUDA PROJECT 3	0.00
	TOTAL ALL FUNDS	569,415.71

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	564,415.71
BOFA	BANK OF AMERICA	5,000.00
	TOTAL ALL BANKS	569,415.71

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

**Wells Fargo Bank**

**November 26, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
<b>32752</b>	11/26/2020		<b>BRIGHTVIEW LANDSCAPE</b>	<b>\$26,100.00</b>
	Invoice	Date	Description	Amount
	#69GCD-0382	11/01/2020	BAKER PKY SLOPE MAINT	\$26,100.00
<b>32753</b>	11/26/2020		<b>CNC ENGINEERING</b>	<b>\$49,377.50</b>
	Invoice	Date	Description	Amount
	501969	11/12/2020	BAKER PKY SLOPE MAINT	\$735.00
	501974	11/12/2020	INDUSTRY EAST TRAFFIC MITIGATION	\$525.00
	501971	11/12/2020	IBC-EAST SIDE ROADWAYS	\$6,207.50
	501972	11/12/2020	IBC-WEST SIDE ROADWAYS	\$16,765.00
	501973	11/12/2020	IBC-FUTURE PHASES AND STUDIES	\$25,145.00
<b>32754</b>	11/26/2020		<b>CNC ENGINEERING</b>	<b>\$2,240.00</b>
	Invoice	Date	Description	Amount
	501970	11/12/2020	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$2,240.00
<b>32755</b>	11/26/2020		<b>LEIGHTON CONSULTING INC</b>	<b>\$7,960.84</b>
	Invoice	Date	Description	Amount
	42473	11/10/2020	GEOTECHNICAL SVC-IBC PROJ	\$723.60
	42475	11/10/2020	GEOTECHNICAL SVC-IBC PROJ	\$6,990.44
	42474	11/10/2020	GEOTECHNICAL SVC-IBC PROJ	\$246.80
<b>32756</b>	11/26/2020		<b>RKA CONSULTING GROUP</b>	<b>\$23,530.00</b>
	Invoice	Date	Description	Amount
	30513	10/27/2020	CITY OF WALNUT-STREET IMPROVEMENTS	\$23,530.00

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

**Wells Fargo Bank**

**November 26, 2020**

Check	Date	Payee Name			Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>					
<b>32757</b>	11/26/2020	<b>SCS ENGINEERS</b>			<b>\$17,248.40</b>
	Invoice	Date	Description	Amount	
	0390859	10/31/2020	ENGINEERING SVC-IBC PROJ	\$17,248.40	
<b>32758</b>	11/26/2020	<b>SHAWNAN</b>			<b>\$401,499.45</b>
	Invoice	Date	Description	Amount	
	#27IBC-0386A	11/01/2020	IBC-WEST SIDE ROADWAYS	\$14,922.00	
	#27IBC-0386C	11/01/2020	IBC-WEST SIDE ROADWAYS	\$190,500.00	
	#27IBC-0386F	11/01/2020	IBC-WEST SIDE ROADWAYS	\$3,600.00	
	#27IBC-0386G116	11/01/2020	IBC-WEST SIDE ROADWAYS	\$44,289.00	
	#27IBC-0386G166	11/01/2020	IBC-WEST SIDE ROADWAYS	\$7,200.00	
	#27IBC-0386G216	11/01/2020	IBC-WEST SIDE ROADWAYS	\$162,120.00	
<b>32759</b>	11/26/2020	<b>AMERICAN BUSINESS BANK</b>			<b>\$21,131.55</b>
	Invoice	Date	Description	Amount	
	#27IBC-0386C-R	11/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$9,525.00	
	#27IBC-0386F-R	11/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$180.00	
	#27IBC-0386G116R	11/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$2,214.45	
	#27IBC-0386G166R	11/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$360.00	
	#27IBC-0386G216R	11/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$8,106.00	
	#27IBC-0386A-R	11/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$746.10	
<b>32760</b>	11/26/2020	<b>WKE, INC</b>			<b>\$15,327.97</b>
	Invoice	Date	Description	Amount	

Successor Agency To The  
Industry Urban Development Agency

Wells Fargo Bank

November 26, 2020

Check	Date	Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking			
14001-82B	11/05/2020	57/60FWY CONFLUENCE PROJ	\$15,327.97

Checks	Status	Count	Transaction Amount
	Total	9	\$564,415.71

**Successor Agency To The  
Industry Urban Development Agency  
Bank of America  
November 26, 2020**

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

1178	11/05/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$5,000.00
	Invoice	Date	Description	Amount
	A2 REG 11/12/20	11/05/2020	TRANSFER FUNDS REGISTER 11/12/20	\$5,000.00

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Check	Status	Count	Transaction Amount
	Total	1	\$5,000.00



**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
November 26, 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  
December 10, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	51,000.00
222	IUDA PROJECT 2	467,208.22
	IUDA PROJECT 3	69,463.17
	TOTAL ALL FUNDS	587,671.39

<u>BANK</u>	<u>NAME</u>	DISBURSEMENTS
WFBK	WELLS FARGO BANK	467,208.22
BOFA	BANK OF AMERICA	120,463.17
	TOTAL ALL BANKS	587,671.39

**Successor Agency To The  
Industry Urban Development Agency  
Wells Fargo Bank  
December 10, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
<b>32761</b>	11/24/2020		<b>INDUSTRY PUBLIC UTILITY</b>	<b>\$183.76</b>
	Invoice	Date	Description	Amount
	2021-00000861	11/16/2020	10/10-11/10/20 SVC - 370 GRAND AVE SOUTH	\$58.23
	2021-00000862	11/16/2020	10/10-11/10/20 SVC - 1 MARCELLIN DR	\$13.19
	2021-00000863	11/16/2020	10/10-11/10/20 SVC - 2 MARCELLIN DR	\$12.50
	2021-00000864	11/16/2020	10/10-11/10/20 SVC - 3 MARCELLIN DR	\$12.46
	2021-00000865	11/16/2020	10/10-11/10/20 SVC - 1 GRAND CROSSING PKWY	\$12.50
	2021-00000866	11/16/2020	10/10-11/10/20 SVC - 2 GRAND CROSSING PKWY	\$12.39
	2021-00000867	11/16/2020	10/10-11/10/20 SVC - #1 B STREET LOOP, IBC EAST	\$11.25
	2021-00000868	11/16/2020	10/10-11/10/20 SVC - #2 B STREET LOOP, IBC EAST	\$12.51
	2021-00000869	11/16/2020	10/10-11/10/20 SVC - #3 B STREET LOOP, IBC EAST	\$12.95
	2021-00000870	11/16/2020	10/10-11/10/20 SVC - #4 B STREET LOOP, IBC EAST	\$12.83
	2021-00000871	11/16/2020	10/10-11/10/20 SVC - #5 B STREET LOOP, IBC EAST	\$12.95
<b>32762</b>	12/10/2020		<b>BRIGHTVIEW LANDSCAPE</b>	<b>\$6,552.52</b>
	Invoice	Date	Description	Amount
	7077506	10/27/2020	REPLACE ET WATER CONTROLLER-BAKER PKY	\$6,136.52
	7077508	10/27/2020	REPAIR MAIN MANIFOLD-BAKER PKY SLOPES	\$416.00
<b>32763</b>	12/10/2020		<b>BUTSKO UTILITY DESIGN INC.</b>	<b>\$6,970.00</b>
	Invoice	Date	Description	Amount
	185906	10/30/2020	IBC MASTER AGREEMENT	\$2,040.00
	185907	10/30/2020	IBC MASTER AGREEMENT	\$680.00
	185908	10/30/2020	IBC MASTER AGREEMENT	\$1,020.00
	185903	10/30/2020	IBC MASTER AGREEMENT	\$3,230.00

**Successor Agency To The  
Industry Urban Development Agency  
Wells Fargo Bank  
December 10, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
<b>32764</b>	12/10/2020		<b>CITY OF INDUSTRY</b>	<b>\$373,337.44</b>
	Invoice	Date	Description	Amount
	8	11/25/2020	SA PORTION OF CALTRANS INV FOR GRAND AVE ON-	\$373,337.44
<b>32765</b>	12/10/2020		<b>CNC ENGINEERING</b>	<b>\$48,475.00</b>
	Invoice	Date	Description	Amount
	502034	11/25/2020	BAKER PKY SLOPE MAINT	\$630.00
	502040	11/25/2020	DIAMOND BAR CREEK	\$87.50
	502036	11/25/2020	IBC-EAST SIDE ROADWAYS	\$10,472.50
	502037	11/25/2020	IBC-WEST SIDE ROADWAYS	\$18,047.50
	502038	11/25/2020	IBC-FUTURE PHASES AND STUDIES	\$19,237.50
<b>32766</b>	12/10/2020		<b>CNC ENGINEERING</b>	<b>\$2,620.00</b>
	Invoice	Date	Description	Amount
	502035	11/25/2020	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$2,620.00
<b>32767</b>	12/10/2020		<b>RKA CONSULTING GROUP</b>	<b>\$20,967.50</b>
	Invoice	Date	Description	Amount
	30584	11/18/2020	CITY OF WALNUT-STREET IMPROVEMENTS	\$20,967.50
<b>32768</b>	12/10/2020		<b>STATE WATER RESOURCES</b>	<b>\$7,021.00</b>
	Invoice	Date	Description	Amount
	SW-0198423	11/10/2020	ANNUAL PERMIT FEE-IBC EAST SIDE ROADWAYS	\$7,021.00
<b>32769</b>	12/10/2020		<b>STATE WATER RESOURCES</b>	<b>\$1,081.00</b>

**Successor Agency To The  
Industry Urban Development Agency  
Wells Fargo Bank  
December 10, 2020**

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

Invoice	Date	Description	Amount
SW-0198298	11/10/2020	ANNUAL PERMIT FEE-IBC WEST SIDE ROADWAYS	\$1,081.00

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Checks	Status	Count	Transaction Amount
	Total	9	\$467,208.22

**Successor Agency To The  
Industry Urban Development Agency  
Bank of America  
December 10, 2020**

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

146	11/11/2020	11/30/2020	IUDA-ADMINISTRATIVE ACCOUNT	\$51,895.20
	Invoice	Date	Description	Amount
	11/11/2020	11/11/2020	2008 SUB-LIEN TAX BOND FOR REG 11/12/20	\$51,895.20
147	11/25/2020	11/30/2020	IUDA-ADMINISTRATIVE ACCOUNT	\$17,567.97
	Invoice	Date	Description	Amount
	11/25/2020	11/25/2020	2008 SUB-LIEN TAX BOND FOR REG 11/26/20	\$17,567.97

**PJ1.BOFA.CHK - Project 1 BofA Checking**

1179	11/19/2020	11/30/2020	IUDA-ADMINISTRATIVE ACCOUNT	\$51,000.00
	Invoice	Date	Description	Amount
	A2 REG 11/26/20	11/19/2020	TRANSFER FUNDS REGISTER 11/26/20	\$51,000.00

Checks	Status	Count	Transaction Amount
	Total	3	\$120,463.17

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
December 10, 2020**

Reviewed By: \_\_\_\_\_ Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_



*SUCCESSOR AGENCY*

ITEM NO. 5.3



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

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**STAFF REPORT**

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**TO:** Honorable Chair and Members of the Successor Agency Board

**FROM:** Troy Helling, Executive Director *TH*

**STAFF:** Yamini Pathak, Finance Director  
Consultant – Dean Yamagata - Frazer, LLP

**DATE:** December 10, 2020

**SUBJECT:** Amendment No. 1 to Professional Services Agreement for Financial Auditing Services with White Nelson Diehl Evans, LLP

On April 23, 2020, the Successor Agency to the Industry Urban-Development Agency (“Agency”) entered into a professional services agreement for Financial Auditing Services for a term of one year ending June 30, 2021 with White Nelson Diehl Evans, LLP (“WNDE”). Effective November 1, 2020, WNDE merged with CliftonLarsonAllen, LLP (“CLA”), the 8<sup>th</sup> largest CPA firm in the United States. Amendment No. 1 is to transfer the WNDE agreement to its successor in interest CLA. All terms of the WNDE agreement remain the same as approved by the Agency on April 23, 2020.

**Recommended Action**

Approve amendment No. 1.

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT FOR  
FINANCIAL AUDITING SERVICES**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 10th day of December 2020, by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (the “Agency”) and CliftonLarsonAllen LLP, a Minnesota limited liability partnership registered to do business in the State of California (“CLA”). The Agency and CLA are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about April 23, 2020 the Agreement was entered into and executed between the Agency and White Nelson Diehl Evans LLP, a California limited liability partnership (“WNDE”) for financial auditing services. The Agreement is attached hereto as Exhibit “A”; and

**WHEREAS**, effective on November 1, 2020 CLA is the successor in interest to WNDE;  
and

**WHEREAS**, the Parties desire to continue the terms and conditions of the Agreement and the Parties desire to enter into this Amendment No. 1, as set forth below.

**AMENDMENT**

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

**Section 1. Term**

Section 1, Term, is hereby revised to read in its entirety as follows:

This Amendment shall be effective as of November 1, 2020, and shall remain and continue in effect, but in no event later than June 30, 2021, unless sooner terminated in accordance with Section 5 of the Agreement.

**Section 10. Independent Contractor**

Section 10(c) is hereby added in its entirety to read as follows:

(c) Contractor represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Contractors, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Contractor agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. Contractor

shall indemnify, defend and hold harmless, Agency, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with the provisions of AB 5 and/or Labor Code Section 2750.3. The provisions of this Section 10(c) shall be retroactive to April 23, 2020.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

**“AGENCY”**  
**Successor Agency to the IUDA**

**“CONSULTANT”**  
**CliftonLarsonAllen LLP**

By: \_\_\_\_\_  
Troy Helling, Executive Director

By: \_\_\_\_\_  
Daphnie Munoz, Principal

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Agency Secretary

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, Agency Counsel

**EXHIBIT "A"**

**PROFESSIONAL SERVICES AGREEMENT  
WITH WHITE NELSON DIEHL EVANS LLP DATED APRIL 23, 2020**



# WNDE

White Nelson Diehl Evans LLP  
CPAs | TAX | ADVISORY | AUDIT

October 14, 2020

White Nelson Diehl Evans, LLP (WNDE) intends to join national professional services firm CLA (Clifton Larson Allen) on November 1, 2020.

As one of the nation's leading professional services firm, CLA has retained the agility to serve clients of all sizes and locations, while expanding service offerings to clients.

CLA has a national presence in the state and local government sector and CLA has 120 locations, 6200 people and serves approximately 3,400 governmental entities and is the largest Single Audit provider in the nation.

The service to your local government will continue to be provided by the partners, managers and staff from our Irvine office. It is our intention that this transition will be seamless as it relates to the services we are currently providing to your local government.

*White Nelson Diehl Evans LLP*

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

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 23, 2020, ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and White Nelson Diehl Evans, LLP, a California Limited Liability Partnership ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties".

**RECITALS**

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

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

**1. TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the Agency may extend the Term of the Agreement for three (3) one (1) year extensions.

**2. SERVICES**

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the Agency and in a first-class manner in conformance with the standards of quality normally observed by an entity providing financial auditing services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws,

regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) Agency has not consented in writing to Consultant's performance of such work. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Agency. If Consultant was an employee, agent, appointee, or official of the Agency in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the Agency for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Nine Thousand One Hundred and Twenty Dollars (\$9,120.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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



agreed to by Agency and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency,

at the Consultant's office, and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to Agency all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the Agency.

## **7. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

### **(b) Indemnity for other than professional liability**

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

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

Payment by Agency is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered

adjudicating the Agency as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

## **8. INSURANCE**

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

## **9. INDEPENDENT CONSULTANT**

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

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

## **10. LEGAL RESPONSIBILITIES**

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

## **11. UNDUE INFLUENCE**

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

material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

**12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

**13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

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

**14. NOTICES**

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

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

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

To Consultant: Daphnie Munoz, CPA  
White Nelson Diehl Evans, LLP  
2875 Michelle Drive, Suite 300  
Irvine, CA 92606

**15. ASSIGNMENT**

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

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

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

**16. GOVERNING LAW/ATTORNEYS' FEES**

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services

provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**17. ENTIRE AGREEMENT**

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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**“AGENCY”**

**Successor Agency to the Industry  
Urban-Development Agency**

By: \_\_\_\_\_

  
Troy Helling, Executive Director

**“CONSULTANT”**

**White Nelson Diehl Evans, LLP**

By: \_\_\_\_\_

  
Daphnie Munoz, CPA

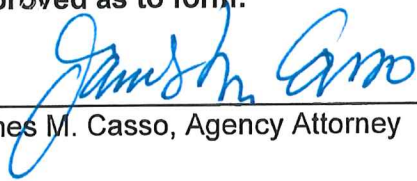
**Attest:**

By: \_\_\_\_\_

  
Julie Gutierrez-Robles, Assistant Secretary

**Approved as to form:**

By: \_\_\_\_\_

  
James M. Casso, Agency Attorney

Attachments:

- Exhibit A      Scope of Services
- Exhibit B      Rate Schedule
- Exhibit C      Insurance Requirements

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall:

- Conduct a financial audit of all funds of the Agency and its component units in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits in General Accounting Office's (GAO) Government Auditing Standards (2003), the provisions of the Federal Single Audit Act of 2003 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations and Article XIII B of the California Constitution Appropriations Limit.
- Review the Agency Annual Financial Report (CAFR), in full compliance with all current and proposed GASB statements, which will include both Government-Wide Financial Statements and Fund Financial Statements. Apply limited audit procedures to Management's Discussion and Analysis and required supplementary information pertaining to the General Fund and each major fund of the Agency.
- Issue a separate Management Report and Auditor's Communication Letter that includes recommendations for improvements in internal control that are considered non-reportable conditions.
- Prepare year-end adjusting journal entries as needed.
- Retain all working papers and reports at the audit firm's expense for a minimum of five (5) years. In addition, make working papers available to the Agency and/or any government agency as appropriate.
- Consultant shall issue a SAS 114 report addressed to the Agency Board at the conclusion of the audit. Consultant shall provide the Agency one electronic copy in PDF format each year. (A separate SAS 114 letter addressed to the Agency Board shall be provided during the planning phase of the audit to open the "two-way communication" between the Consultant and the Agency Board.)

### **TIMETABLE OF DELIVERABLES**

The Agency's financial books are generally closed by the beginning of September of each year, and reconciliations completed shortly thereafter. Interim audit fieldwork may begin before the books are closed. Final audit fieldwork is to be completed no later than October 31st. Estimated timetable for the audit as follows:



<b>Item</b>	<b>Responsible Party</b>	<b>Due Date**</b>
Interim Fieldwork	Consultant	July 1 to August 31
Final Trial Balance, audit schedules and draft financial statements	Finance Department	October 1
Audit Field Work	Consultant	October 5 to October 31
Comments on draft financial statements to the Director of Finance	Consultant	November 2
Draft of Internal Control Letter and Audit letter to the Finance Director	Consultant	November 2
All financial reports and letters finalized and issued	Consultant	November 16

EXHIBIT B  
RATE SCHEDULE

Description of Services	Estimated Hours	Cost
Audited Financial Statements of the Successor Agency to the Industry Urban-Development Agency, Report on Internal Controls Over Financial Reporting, and Auditors' Communication with the Board of Directors	72	\$9,120.00
<b>Total</b>	72	\$9,120.00

**AUDIT STAFF STANDARD HOURLY BILLING RATES**

Partner	\$250
Manager	\$175
Supervisory Staff	\$120
Professional Staff	\$95
Clerical	\$70

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*SUCCESSOR AGENCY*

ITEM NO. 5.4



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

**MEMORANDUM**

**TO:** Honorable Chair and Members of the Successor Agency Board

**FROM:** Troy Helling, Executive Director

**STAFF:** Yamini Pathak, Director of Finance  
Joshua Nelson, Agency Engineer

**DATE:** December 10, 2020

**SUBJECT:** Consideration of Resolution No. SA 2020-03– A Resolution of the Successor Agency to the Industry Urban-Development Agency (“Agency”) Adopting the Recognized Obligation Payment Schedule 21-22 and Resolution No. SA 2020-04 – A Resolution of the Agency to adopt the Administrative Budget for the Twelve-Month Period of July 1, 2021 to June 30, 2022

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**BACKGROUND:**

The Successor Agency to the former Industry Urban-Development Agency (“Agency”) is required to adopt a recognized obligation payment schedule (“ROPS”) setting forth the nature and amount of all existing Agency recognized obligations (as defined by law). Each ROPS reflects a 12-month interval of obligations. In addition, the Agency is required to prepare a proposed administrative budget and submit to the Oversight Board (“Board”) for approval.

Pursuant to California Health and Safety Code (“HSC”) 34177(o)(1), the Agency must submit an oversight board approved annual ROPS to the State Department of Finance (“DOF”) and the County Auditor-Controller by February 1st.

The obligations of the Agency may include the following:

- a. Bonds;
- b. Loans legally required to be repaid pursuant to a payment schedule with mandatory repayment terms;
- c. Payments required by the federal government, pre-existing obligations to the state or obligations imposed by state law;
- d. Judgments, settlements or binding arbitration decisions that bind the agency;

- e. Legally binding and enforceable agreements or contracts; and
- f. Contracts or agreements necessary for the continued administration or operation of the agency, including agreements to purchase or rent office space, equipment and supplies.
- g. Administrative Cost Allocation of 3% of the total Redevelopment Property Tax Trust Fund (“RPTTF”) received by the Agency.

**DISCUSSION:**

The following is a summary of the enforceable obligations listed in ROPS 21-22:

<b>Project Name</b>	<b>ROPS Line No.</b>	<b>Total Amt</b>	<b>Funding Source</b>
Landscaping Baker Slopes	99,100, 276	\$1,944,000	Other Funds
57/60 Confluence (Grand Ave)	123, 126, 128, 132-133, 295	\$3,645,000 \$4,500,000	Other Funds Bond Proceeds
Diamond Bar Creek	148-156, 158-162, 165-167	\$4,364,000	Other Funds
Industry Business Center (IBC)	192-206, 208-223, 290, 291, 298-300, 302-305, 307	\$28,468,796	Other Funds
Industry East Traffic Mitigation	251-254	\$1,374,888	Other Funds
Lemon Ave Int 60	306	\$40,000	Other Funds
Administrative Cost Allowance	301	\$1,808,230	Other Funds
Debt Service Payments	283-288, 296	\$66,842,487	20-21 RPTTF, 21-22 RPTTF, Other Funds

**TOTAL PROPOSED ROPS 21-22                      \$112,987,401**

The attached resolution, SA 2020-03 (“Resolution”) approves ROPS 21-22, setting forth the recognized obligations of the Agency and the amount of payments to be made for each obligation from July 1, 2021 to June 30, 2022 and the administrative budget (Attachment). Upon the approval by the SA Board, it is presented to the Los Angeles County First District Consolidated Oversight Board of the Agency for its approval, and then forwarded to the DOF, by February 1, 2021, for its review and determination. The Resolution also authorizes Staff to amend the ROPS in order to revise line items as requested by the Oversight Board and/or DOF.

The Agency is entitled to receive 3% of the total RPTTF as an administrative cost allocation. Resolution SA 2020-04 adopts the proposed administrative budget reflecting the estimated costs to perform the administrative functions for the purpose of winding down the Industry Urban-Development Agency’s affairs for the ROPS 21-22 period.



**FISCAL IMPACT:**

Approval of ROPS 21-22 will facilitate the ability of the Agency to continue payment of the enforceable obligations of the former Industry Urban-Development Agency for the next twelve-month period. The total request funding on ROPS 21-22 is \$112,987,401.00 and is to be funded from RPTTF, bond proceeds, and other funds such as rental income and collections on notes receivable. The total requested amount includes \$1,808,230.00 allocated for Agency administrative costs.

**RECOMMENDED ACTION:**

Staff recommends that the Successor Agency Board adopt Resolution No. SA 2020-03, approving ROPS 21-22 and Resolution No. SA 2020-04, approving the administrative budget for the period of July 1, 2021 through June 30, 2022 pursuant to AB x1 26 as amended by AB 1484.

**ATTACHMENTS:**

1. Resolution No. SA 2020-03: Approving ROPS 21-22 for the Period from July 1, 2021 to June 30, 2022.
2. Exhibit A: ROPS 21-22
3. Resolution No. SA 2020-04: Approving SA Administrative Budget for the Period from July 1, 2021 to June 30, 2022

**ATTACHMENT 1**

Resolution No. SA 2020-03: Approving ROPS 21-22 for the Period from July 1, 2021 to  
June 30, 2022

**RESOLUTION NO. SA 2020-03**

**A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER INDUSTRY URBAN-DEVELOPMENT AGENCY ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2021 TO JUNE 30, 2022 (ROPS 21-22) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177**

**WHEREAS**, pursuant to Health and Safety Code Section 34173(d), the City of Industry serves as the successor agency to the dissolved Industry Urban-Development Agency (“Successor Agency”); and

**WHEREAS**, Health and Safety Code Section (“HSC”) 34177(o), enacted by AB x1 26, requires successor agencies to prepare a Recognized Obligation Payment Schedule (“ROPS”) annually listing the anticipated payments for enforceable obligations to be made by the Successor Agency (“Agency”) and submit to the Oversight Board of the Agency for approval; and

**WHEREAS**, the Agency previously adopted ROPS 20-21, Resolution No. SA 2019-07, dated December 12, 2019, operative for July 1, 2020 through June 30, 2021 so that the Agency may continue to meet the Agency’s recognized obligations; and

**WHEREAS**, pursuant to HSC Section 34177(o)(1), the Agency is required to prepare and submit an Oversight Board approved ROPS before each twelve-moth fiscal year period to the State Department of Finance (“DOF”) and to the County Auditor-Controller (“County”) not later than February 1st of each year; and

**WHEREAS**, pursuant to HSC Section 34177, the Agency is legally required to continue to make payments due for enforceable obligations; and

**WHEREAS**, the SA has prepared a ROPS 21-22 covering the period July 1, 2021 through June 30, 2022 as seen in the attached Exhibit A; and

**NOW, THEREFORE, THE SUCCESSOR AGENCY OF THE FORMER INDUSTRY URBAN-DEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1:** The Agency Board finds that all of the facts set forth in the Recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** Approval of the ROPS. The Successor Agency hereby approves and adopts the ROPS 21-22, as set forth in the form attached to this Resolution as Exhibit A, pursuant to Health and Safety Code Section 34177.

**SECTION 3.** Implementation. The Successor Agency hereby directs staff to submit copies of the ROPS to the Oversight Board for its review, consideration and approval and to also submit copies to the County of Los Angeles Administrative Officer, the County of Los Angeles Auditor-Controller and the State of California Department of Finance. Once the Oversight Board approves the ROPS on or before February 1, 2021, the staff shall post the ROPS on the Successor

Agency's website.

**SECTION 4.** Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**SECTION 5.** Certification. The Agency Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**SECTION 6.** Effective Date. This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the Successor Agency to the Industry Urban-Development Agency at a special meeting held this 10th day of December 2020, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

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Cory C. Moss, Chairperson

**ATTEST:**

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Julie Gutierrez-Robles, Secretary

**ATTACHMENT 2**

Exhibit A: ROPS 21-22

**EXHIBIT A**  
**RECOGNIZED OBLIGATION PAYMENT SCHEDULE 21-22**  
**July 01, 2021 to June 30, 2022**  
**(Attached)**

**Recognized Obligation Payment Schedule (ROPS 21-22) - Summary  
Filed for the July 1, 2021 through June 30, 2022 Period**

**Successor Agency:** Industry City  
**County:** Los Angeles

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>21-22A Total (July - December)</b>	<b>21-22B Total (January - June)</b>	<b>ROPS 21-22 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	<b>\$ 31,143,115</b>	<b>\$ 15,001,799</b>	<b>\$ 46,144,914</b>
B Bond Proceeds	4,500,000	-	4,500,000
C Reserve Balance	-	-	-
D Other Funds	26,643,115	15,001,799	41,644,914
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 10,148,801</b>	<b>\$ 56,693,686</b>	<b>\$ 66,842,487</b>
F RPTTF	10,148,801	56,693,686	66,842,487
G Administrative RPTTF	-	-	-
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 41,291,916</b>	<b>\$ 71,695,485</b>	<b>\$ 112,987,401</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date

Industry City  
 Recognized Obligation Payment Schedule (ROPS 21-22) - ROPS Detail  
 July 1, 2021 through June 30, 2022

A	B	C	D	E	F	G	H	I	J	K	ROPS 21-22A (Jul - Dec)					Q	ROPS 21-22B (Jan - Jun)					W		
											Fund Sources						21-22A Total	Fund Sources					21-22B Total	
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF			Bond Proceeds	Reserve Balance	Other Funds	RPTTF			Admin RPTTF
								\$239,596,289		\$112,987,401	\$4,500,000	\$-	\$26,643,115	\$10,148,801	\$-	\$41,291,916	\$-	\$-	\$15,001,799	\$56,693,686	\$-	\$71,695,485		
99	Landscaping Baker Slopes (MP 91-31 #61)	Professional Services	06/22/2011	06/30/2022	CNC Engineering	Engineering Consulting	Project 2	40,000	N	\$20,000	-	-	10,000	-	-	\$10,000	-	-	10,000	-	-	\$10,000		
100	Landscaping Baker Slopes (MP 91-31 #61)	Professional Services	06/12/2006	06/30/2022	Environs Landscape Arch	Landscape Architect	Project 2	28,000	N	\$14,000	-	-	7,000	-	-	\$7,000	-	-	7,000	-	-	\$7,000		
123	Route 57/60 Confluence (MP99-31 #22)	Bond Funded Project - Pre-2011	06/22/2011	06/30/2022	CNC Engineering	Engineering Consulting	Project 2	625,000	N	\$600,000	-	-	300,000	-	-	\$300,000	-	-	300,000	-	-	\$300,000		
126	Route 57/60 Confluence (MP99-31 #22)	Bond Funded Project - Pre-2011	01/13/2010	06/30/2022	Casey O'Callaghan Golf Design	Golf course architect	Project 2	25,000	N	\$25,000	-	-	15,000	-	-	\$15,000	-	-	10,000	-	-	\$10,000		
128	Route 57/60 Confluence (MP99-31 #22)	Bond Funded Project - Pre-2011	07/01/2020	06/30/2022	Los Angeles Engineering/ Los Angeles County	Contractor; Right of Way	Project 2	9,000,000	N	\$7,000,000	4,500,000	-	2,000,000	-	-	\$6,500,000	-	-	500,000	-	-	\$500,000		
132	Route 57/60 Confluence (MP99-31 #22)	Bond Funded Project - Pre-2011	07/01/2020	06/30/2022	MX Graphics	Blueprints	Project 2	10,000	N	\$10,000	-	-	5,000	-	-	\$5,000	-	-	5,000	-	-	\$5,000		
133	Route 57/60 Confluence (MP99-31 #22)	Bond Funded Project - Pre-2011	11/07/2007	06/30/2022	WKE, Inc	Engineering Consulting	Project 2	2,000,000	N	\$450,000	-	-	225,000	-	-	\$225,000	-	-	225,000	-	-	\$225,000		
148	Diamond Bar Creek (MP 99-31 #26)	Professional Services	06/22/2011	06/30/2022	CNC Engineering	Engineering Consulting	Project 2	350,000	N	\$300,000	-	-	200,000	-	-	\$200,000	-	-	100,000	-	-	\$100,000		
149	Diamond Bar Creek (MP 99-31 #26)	Professional Services	04/24/2013	06/30/2022	Thomsen Engineering	Engineering Consulting geotechnical	Project 2	90,000	N	\$80,000	-	-	50,000	-	-	\$50,000	-	-	30,000	-	-	\$30,000		
150	Diamond Bar Creek (MP 99-31 #26)	Professional Services	04/24/2013	06/30/2022	Leighton Consulting	Engineering Consulting geotechnical	Project 2	170,000	N	\$170,000	-	-	100,000	-	-	\$100,000	-	-	70,000	-	-	\$70,000		
151	Diamond Bar Creek (MP 99-31 #26)	Fees	06/29/2011	06/30/2022	Regional Wtr Quality Control	Permit	Project 2	20,000	N	\$20,000	-	-	10,000	-	-	\$10,000	-	-	10,000	-	-	\$10,000		
152	Diamond Bar Creek (MP 99-31 #26)	Fees	04/05/2007	06/30/2022	Army Corps Engineers	Permit	Project 2	1,000	N	\$1,000	-	-	1,000	-	-	\$1,000	-	-	-	-	-	\$-		
153	Diamond Bar Creek (MP 99-31 #26)	Fees	01/19/2010	06/30/2022	CA Dept Fish & Wildlife	Permit	Project 2	10,000	N	\$10,000	-	-	10,000	-	-	\$10,000	-	-	-	-	-	\$-		
154	Diamond Bar Creek (MP 99-31 #26)	Fees	07/01/2020	06/30/2022	St Wtr Resources Cont Board	Permit - Storm water Drains	Project 2	12,000	N	\$12,000	-	-	12,000	-	-	\$12,000	-	-	-	-	-	\$-		



A	B	C	D	E	F	G	H	I	J	K	ROPS 21-22A (Jul - Dec)					Q	ROPS 21-22B (Jan - Jun)					W	
											Fund Sources						21-22A Total	Fund Sources					
											L	M	N	O	P			R	S	T	U		V
155	Diamond Bar Creek (MP 99-31 #26)	Miscellaneous	07/01/2020	06/30/2022	MX Graphics	Blueprints	Project 2	6,500	N	\$6,500	-	-	3,500	-	-	\$3,500	-	-	3,000	-	-	\$3,000	
156	Diamond Bar Creek (MP 99-31 #26)	Fees	10/13/2011	06/30/2022	SureTec Insurance Co.	Bonding Insurance	Project 2	25,000	N	\$25,000	-	-	15,000	-	-	\$15,000	-	-	10,000	-	-	\$10,000	
158	Diamond Bar Creek (MP 99-31 #26)	Miscellaneous	07/01/2020	06/30/2022	San Gabriel Valley Newspaper	Advertisement for bids	Project 2	1,500	N	\$1,500	-	-	1,000	-	-	\$1,000	-	-	500	-	-	\$500	
159	Diamond Bar Creek (MP 99-31 #26)	Fees	07/01/2020	06/30/2022	LA County Health Department	Permit for use of reclaimed water	Project 2	3,000	N	\$3,000	-	-	1,500	-	-	\$1,500	-	-	1,500	-	-	\$1,500	
160	Diamond Bar Creek (MP 99-31 #26)	Improvement/Infrastructure	07/01/2020	06/30/2022	So Calif Edison	Modifications of facilities	Project 2	50,000	N	\$50,000	-	-	30,000	-	-	\$30,000	-	-	20,000	-	-	\$20,000	
161	Diamond Bar Creek (MP 99-31 #26)	Improvement/Infrastructure	07/01/2020	06/30/2022	Walnut Valley Water District	Extension of water mains and new meters	Project 2	30,000	N	\$30,000	-	-	20,000	-	-	\$20,000	-	-	10,000	-	-	\$10,000	
162	Diamond Bar Creek (MP 99-31 #26)	Fees	07/01/2020	06/30/2022	LA City Sewer Maint District	New sewer annexation fees	Project 2	20,000	N	\$20,000	-	-	20,000	-	-	\$20,000	-	-	-	-	-	\$-	
165	Diamond Bar Creek (MP 99-31 #26)	Improvement/Infrastructure	07/01/2020	06/30/2022	Contractor - by public bidding	Contractor	Project 2	3,500,000	N	\$3,500,000	-	-	2,000,000	-	-	\$2,000,000	-	-	1,500,000	-	-	\$1,500,000	
166	Diamond Bar Creek (MP 99-31 #26)	Professional Services	04/24/2013	06/30/2022	Sage Environmental	Consultant for environmental clearance	Project 2	130,000	N	\$110,000	-	-	60,000	-	-	\$60,000	-	-	50,000	-	-	\$50,000	
167	Diamond Bar Creek (MP 99-31 #26)	Professional Services	04/24/2013	06/30/2022	WKE, Inc	Engineering Consulting (Permit coordination Cal-Trans)	Project 2	25,000	N	\$25,000	-	-	15,000	-	-	\$15,000	-	-	10,000	-	-	\$10,000	
192	Industry Business Center (MP 99-31 #16)	Professional Services	07/18/2013	06/30/2022	Placeworks	Consulting for EIR review and mitigation monitoring	Project 2	200,000	N	\$200,000	-	-	175,000	-	-	\$175,000	-	-	25,000	-	-	\$25,000	
193	Industry Business Center (MP 99-31 #16)	Professional Services	07/18/2013	06/30/2022	PBLA Engineering	Consulting for Storm drain design and SWPPP preparation	Project 2	15,000	N	\$15,000	-	-	10,000	-	-	\$10,000	-	-	5,000	-	-	\$5,000	
194	Industry Business Center (MP 99-31 #16)	Professional Services	07/18/2013	06/30/2022	Leighton Consulting	Consulting for geotechnical svcs for improvements	Project 2	600,000	N	\$550,000	-	-	300,000	-	-	\$300,000	-	-	250,000	-	-	\$250,000	
195	Industry Business Center (MP 99-31 #16)	Professional Services	07/01/2020	06/30/2022	Leighton Consulting	Consulting for geotechnical svcs for traffic	Project 2	315,504	N	\$300,000	-	-	150,000	-	-	\$150,000	-	-	150,000	-	-	\$150,000	

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W				
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 21-22 Total	ROPS 21-22A (Jul - Dec)					21-22A Total	ROPS 21-22B (Jan - Jun)					21-22B Total				
											Fund Sources						Fund Sources									
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF					
	99-31 #16)					mitigations																				
196	Industry Business Center (MP 99-31 #16)	Professional Services	06/22/2011	06/30/2022	CNC Engineering	Engineering consulting for on-site improvements	Project 2	2,400,000	N	\$2,000,000		-	-	1,000,000		-	-	\$1,000,000		-	-	1,000,000		-	-	\$1,000,000
197	Industry Business Center (MP 99-31 #16)	Professional Services	06/22/2011	06/30/2022	CNC Engineering	Engineering consulting for traffic mitigation	Project 2	1,000,000	N	\$1,000,000		-	-	500,000		-	-	\$500,000		-	-	500,000		-	-	\$500,000
198	Industry Business Center (MP 99-31 #16)	Professional Services	07/18/2013	06/30/2022	Thomsen Engineering	Engineering consulting	Project 2	15,000	N	\$15,000		-	-	10,000		-	-	\$10,000		-	-	5,000		-	-	\$5,000
199	Industry Business Center (MP 99-31 #16)	Professional Services	07/18/2013	06/30/2022	Sage Environmental	Consulting for environmental clearance	Project 2	70,000	N	\$60,000		-	-	30,000		-	-	\$30,000		-	-	30,000		-	-	\$30,000
200	Industry Business Center (MP 99-31 #16)	Miscellaneous	07/01/2020	06/30/2022	MX Graphics	Blueprints	Project 2	10,000	N	\$10,000		-	-	5,000		-	-	\$5,000		-	-	5,000		-	-	\$5,000
201	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	12/13/2011	06/30/2022	So Cal Sandbags	Replace damaged BMPs	Project 2	175,000	N	\$100,000		-	-	50,000		-	-	\$50,000		-	-	50,000		-	-	\$50,000
202	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	07/01/2020	06/30/2022	So Calif Edison	Relocation of existing transmissions & distribution facilities	Project 2	1,500,000	N	\$1,500,000		-	-	1,000,000		-	-	\$1,000,000		-	-	500,000		-	-	\$500,000
203	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	07/01/2020	06/30/2022	Frontier	Relocation of existing & installation of new utilities	Project 2	694,080	N	\$150,000		-	-	100,000		-	-	\$100,000		-	-	50,000		-	-	\$50,000
204	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	07/01/2020	06/30/2022	So Calif Gas Co	Relocation of existing & installation of new utilities	Project 2	200,000	N	\$200,000		-	-	100,000		-	-	\$100,000		-	-	100,000		-	-	\$100,000
205	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	07/01/2020	06/30/2022	Walnut Valley Water District	Relocation of existing & installation of new utilities	Project 2	1,702,796	N	\$1,702,796		-	-	1,000,000		-	-	\$1,000,000		-	-	702,796		-	-	\$702,796
206	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	07/01/2020	06/30/2022	Ind Public Utilities	Installation of new utility system	Project 2	200,000	N	\$200,000		-	-	100,000		-	-	\$100,000		-	-	100,000		-	-	\$100,000
208	Industry Business Center (MP	Miscellaneous	07/01/2020	06/30/2022	San Gabriel Valley Newspaper	Advertisement for bids	Project 2	5,000	N	\$5,000		-	-	2,500		-	-	\$2,500		-	-	2,500		-	-	\$2,500



A	B	C	D	E	F	G	H	I	J	K	L					Q	R					W		
											ROPS 21-22A (Jul - Dec)						ROPS 21-22B (Jan - Jun)							
											Fund Sources						Fund Sources							
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF			
	99-31 #16)																							
222	Industry Business Center (MP 99-31 #16)	Professional Services	08/27/2015	06/30/2022	WKE, Inc	Structural engineer	Project 2	60,000	N	\$50,000	-	-	25,000	-	-	\$25,000	-	-	25,000	-	-	-	-	\$25,000
223	Industry Business Center (MP 99-31 #16)	Professional Services	07/18/2013	06/30/2022	Butsko Engineering/ NV5	Electrical engineer	Project 2	400,000	N	\$250,000	-	-	125,000	-	-	\$125,000	-	-	125,000	-	-	-	-	\$125,000
251	Industry East Traffic Mitigation Improvements	Professional Services	06/22/2011	06/30/2022	CNC Engineering	Engineering Consultant intersection 7-9,11-9, 21,22,24	Project 2	550,000	N	\$500,000	-	-	250,000	-	-	\$250,000	-	-	250,000	-	-	-	-	\$250,000
252	Industry East Traffic Mitigation Improvements	Professional Services	07/01/2020	06/30/2022	Geotechnical Consultant	Engineering Consultant intersection 7-9,11-9, 21,22,24	Project 2	174,888	N	\$174,888	-	-	150,000	-	-	\$150,000	-	-	24,888	-	-	-	-	\$24,888
253	Industry East Traffic Mitigation Improvements	Professional Services	03/10/2016	06/30/2022	RKA Consulting Group	Engineering Consultant intersection 7-9,11-9, 21,22,24	Project 2	750,000	N	\$700,000	-	-	350,000	-	-	\$350,000	-	-	350,000	-	-	-	-	\$350,000
254	Industry East Traffic Mitigation Improvements	Improvement/ Infrastructure	07/01/2020	06/30/2022	Contractor - by public bidding	Construction of intersections 7-9,11-9, 21,22,24	Project 2	200,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	-	\$-
269	City/Agency Reimbursement Agreement for Property Maintenance and other costs	Property Maintenance	07/01/2020	06/30/2022	City of Industry	Obligation created pursuant to HSC Sections 34171(b) and 34171(d)(1)(F)	All Project	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	-	\$-
276	Landscaping Baker Slopes (MP 91-31 #61)	Property Maintenance	07/01/2020	06/30/2022	Contractor - by public bidding	Maintenance of the asset created in ROPS line items 99, 100 and 217	Project 2	7,470,000	N	\$1,910,000	-	-	955,000	-	-	\$955,000	-	-	955,000	-	-	-	-	\$955,000
282	Appraisal Fees	Property Dispositions	07/01/2020	06/30/2022	City Of Industry	Reimburse Appraisal Fees paid by City		-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	-	\$-
283	Tax Allocation Revenue Refunding Bonds, Series 2015A Prj#1-Taxable	Refunding Bonds Issued After 6/27/12	07/01/2015	01/01/2025	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #1	Project 1	67,670,278	N	\$10,823,240	-	-	-	559,120	-	\$559,120	-	-	-	10,264,120	-	-	-	\$10,264,120
284	Tax Allocation	Refunding	07/01/	01/01/2025	Trustee/Bond	Refinancing of	Project	4,100,250	N	\$1,024,500	-	-	-	69,750	-	\$69,750	-	-	-	954,750	-	-	-	\$954,750

A	B	C	D	E	F	G	H	I	J	K	ROPS 21-22A (Jul - Dec)					Q	ROPS 21-22B (Jan - Jun)					W					
											L	M	Fund Sources				R	S	Fund Sources				V				
													Bond Proceeds	Reserve Balance	Other Funds				RPTTF	Admin RPTTF	Bond Proceeds			Reserve Balance	Other Funds	RPTTF	Admin RPTTF
	Revenue Refunding Bonds, Series 2015A Prj#2-Tax Exempt	Bonds Issued After 6/27/12	2015		Holder	previous issued IUDA bonds Project #2	2																				
285	Tax Allocation Revenue Refunding Bonds, Series 2015B-Prj#2 Taxable	Refunding Bonds Issued After 6/27/12	07/01/2015	01/01/2027	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #2	Project 2	66,474,704	N	\$41,295,210	-	-	-	850,105	-	\$850,105	-	-	-	40,445,105	-	-	-	-	\$40,445,105		
287	Tax Allocation Revenue Refunding Bonds, Series 2015A-Prj#3-Tax Exempt	Refunding Bonds Issued After 6/27/12	07/01/2015	01/01/2025	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #3	Project 3	4,150,750	N	\$1,041,250	-	-	-	70,625	-	\$70,625	-	-	-	970,625	-	-	-	-	\$970,625		
288	Tax Allocation Revenue Refunding Bonds, Series 2015B-Prj#3-Taxable	Refunding Bonds Issued After 6/27/12	07/01/2015	01/01/2027	Trustee/Bond Holder	Refinancing of previous issued IUDA bonds Project #3	Project 3	25,192,484	N	\$4,513,172	-	-	-	454,086	-	\$454,086	-	-	-	4,059,086	-	-	-	-	\$4,059,086		
290	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	09/24/2015	06/30/2022	All American Asphalt	IBC-0384 east side streets, landscaping, sewer lines, & electrical substructures a portion of line 217	Project 2	3,000,000	N	\$3,000,000	-	-	1,500,000	-	-	\$1,500,000	-	-	1,500,000	-	-	-	-	-	\$1,500,000		
291	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	07/01/2020	06/30/2022	Contractor - by public bidding	Construction - a subset of Line Items 218 & 254	Project 2	1,704,530	N	\$1,700,000	-	-	850,000	-	-	\$850,000	-	-	850,000	-	-	-	-	-	\$850,000		
295	Route 57/60 Confluence (MP99-31 #22)	Bond Funded Project - Pre-2011	03/10/2016	03/31/2022	Avant-Garde	Project Funding/ Contract Administration	Project 2	100,000	N	\$60,000	-	-	30,000	-	-	\$30,000	-	-	30,000	-	-	-	-	-	\$30,000		
296	Tax Allocation Revenue Refunding Bonds Carryover	RPTTF Shortfall	07/01/2020	06/30/2022	Trustee/Bond Holder	Per 2015 Bond Indenture		8,145,115	N	\$8,145,115	-	-	-	8,145,115	-	\$8,145,115	-	-	-	-	-	-	-	-	\$-		
298	Industry Business Center (MP 99-31 #16)	Improvement/Infrastructure	07/01/2020	06/30/2022	To be determined	Right-of-way in Walnut & Pomona - a subset of Line Items 218 &		800,000	N	\$600,000	-	-	300,000	-	-	\$300,000	-	-	300,000	-	-	-	-	-	\$300,000		



A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 21-22 Total	ROPS 21-22A (Jul - Dec)					21-22A Total	ROPS 21-22B (Jan - Jun)					21-22B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
305	Industry Business Center (MP 99-31 #16)	Property Maintenance	07/01/2021	06/30/2022	Walnut Valley Water District	Landscape irrigation for asset created in Line Items 290 and 299	Project 2	1,000,000	N	\$700,000	-	-	350,000	-	-	\$350,000	-	-	350,000	-	-	\$350,000
306	Lemon Ave Int 60 (MP 03-10)	Bond Funded Project - Pre-2011	08/10/2005	06/30/2022	Jacobs Civil	Engineering Consulting	Project 2	40,000	N	\$40,000	-	-	30,000	-	-	\$30,000	-	-	10,000	-	-	\$10,000
307	Industry Business Center (MP 99-31 #16)	Professional Services	07/01/2021	06/30/2022	City of Industry	Reimbursement for EIR review and mitigation monitoring	Project 2	150,000	N	\$150,000	-	-	150,000	-	-	\$150,000	-	-	-	-	-	\$-

**Industry City**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - Report of Cash Balances**  
**July 1, 2018 through June 30, 2019**  
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	<b>ROPS 18-19 Cash Balances (07/01/18 - 06/30/19)</b>	<b>Fund Sources</b>					<b>Comments</b>
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	<b>Beginning Available Cash Balance (Actual 07/01/18)</b> RPTTF amount should exclude "A" period distribution amount.	9,706,695		59,240,343	84,758,820		C2 and E2 balances do not agree with the balances originally reported in the prior year as the additional accrual amounts applied against the cash balances were delayed until the next year.
2	<b>Revenue/Income (Actual 06/30/19)</b> RPTTF amount should tie to the ROPS 18-19 total distribution from the County Auditor-Controller	1,354,498		682,989	75,672,630	69,483,138	H2: Represents RPTTF Distributions received January and June 2019/C2: represents \$242,952 interest income and use of other funds/F2:represents interest income
3	<b>Expenditures for ROPS 18-19 Enforceable Obligations (Actual 06/30/19)</b>	4,730,124		59,240,343	26,070,886		E3 the actual bond payments requested on ROPS was \$112,141,020 the shortfall of \$52,900,697 was funded by the City's tax override funds.
4	<b>Retention of Available Cash Balance (Actual 06/30/19)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	6,331,069		682,989	134,360,564	69,483,138	F4 and G4 will be used pay for the upcoming bond payments in FYE 2019-2020 and the funds are currently held by the bond trustee.



Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	<b>ROPS 18-19 Cash Balances (07/01/18 - 06/30/19)</b>	<b>Fund Sources</b>					<b>Comments</b>
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
<b>5</b>	<b>ROPS 18-19 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 18-19 PPA form submitted to the CAC		<b>No entry required</b>				
<b>6</b>	<b>Ending Actual Available Cash Balance (06/30/19)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-	

**Industry City**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - Notes**  
**July 1, 2021 through June 30, 2022**

Item #	Notes/Comments
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**Industry City**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - Notes**  
**July 1, 2021 through June 30, 2022**

Item #	Notes/Comments
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**Industry City**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - Notes**  
**July 1, 2021 through June 30, 2022**

Item #	Notes/Comments
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*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

**STAFF:** Yamini Pathak, Director of Finance  
Joshua Nelson, Agency Engineer

**DATE:** December 10, 2020

**SUBJECT:** Consideration of Resolution No. SA 2020-03– A Resolution of the Successor Agency to the Industry Urban-Development Agency (“Agency”) Adopting the Recognized Obligation Payment Schedule 21-22 and Resolution No. SA 2020-04 – A Resolution of the Agency to adopt the Administrative Budget for the Twelve-Month Period of July 1, 2021 to June 30, 2022

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**BACKGROUND:**

The Successor Agency to the former Industry Urban-Development Agency (“Agency”) is required to adopt a recognized obligation payment schedule (“ROPS”) setting forth the nature and amount of all existing Agency recognized obligations (as defined by law). Each ROPS reflects a 12-month interval of obligations. In addition, the Agency is required to prepare a proposed administrative budget and submit to the Oversight Board (“Board”) for approval.

Pursuant to California Health and Safety Code (“HSC”) 34177(o)(1), the Agency must submit an oversight board approved annual ROPS to the State Department of Finance (“DOF”) and the County Auditor-Controller by February 1st.

The obligations of the Agency may include the following:

- a. Bonds;
- b. Loans legally required to be repaid pursuant to a payment schedule with mandatory repayment terms;
- c. Payments required by the federal government, pre-existing obligations to the state or obligations imposed by state law;
- d. Judgments, settlements or binding arbitration decisions that bind the agency;

- e. Legally binding and enforceable agreements or contracts; and
- f. Contracts or agreements necessary for the continued administration or operation of the agency, including agreements to purchase or rent office space, equipment and supplies.
- g. Administrative Cost Allocation of 3% of the total Redevelopment Property Tax Trust Fund (“RPTTF”) received by the Agency.

**DISCUSSION:**

The following is a summary of the enforceable obligations listed in ROPS 21-22:

Project Name	ROPS Line No.	Total Amt	Funding Source
Landscaping Baker Slopes	99,100, 276	\$1,944,000	Other Funds
57/60 Confluence (Grand Ave)	123, 126, 128, 132-133, 295	\$3,645,000 \$4,500,000	Other Funds Bond Proceeds
Diamond Bar Creek	148-156, 158-162, 165-167	\$4,364,000	Other Funds
Industry Business Center (IBC)	192-206, 208-223, 290, 291, 298-300, 302-305, 307	\$28,468,796	Other Funds
Industry East Traffic Mitigation	251-254	\$1,374,888	Other Funds
Lemon Ave Int 60	306	\$40,000	Other Funds
Administrative Cost Allowance	301	\$1,808,230	Other Funds
Debt Service Payments	283-288, 296	\$66,842,487	20-21 RPTTF, 21-22 RPTTF, Other Funds

**TOTAL PROPOSED ROPS 21-22                      \$112,987,401**

The attached resolution, SA 2020-03 (“Resolution”) approves ROPS 21-22, setting forth the recognized obligations of the Agency and the amount of payments to be made for each obligation from July 1, 2021 to June 30, 2022 and the administrative budget (Attachment). Upon the approval by the SA Board, it is presented to the Los Angeles County First District Consolidated Oversight Board of the Agency for its approval, and then forwarded to the DOF, by February 1, 2021, for its review and determination. The Resolution also authorizes Staff to amend the ROPS in order to revise line items as requested by the Oversight Board and/or DOF.

The Agency is entitled to receive 3% of the total RPTTF as an administrative cost allocation. Resolution SA 2020-04 adopts the proposed administrative budget reflecting the estimated costs to perform the administrative functions for the purpose of winding down the Industry Urban-Development Agency’s affairs for the ROPS 21-22 period.

**FISCAL IMPACT:**

Approval of ROPS 21-22 will facilitate the ability of the Agency to continue payment of the enforceable obligations of the former Industry Urban-Development Agency for the next twelve-month period. The total request funding on ROPS 21-22 is \$112,987,401.00 and is to be funded from RPTTF, bond proceeds, and other funds such as rental income and collections on notes receivable. The total requested amount includes \$1,808,230.00 allocated for Agency administrative costs.

**RECOMMENDED ACTION:**

Staff recommends that the Successor Agency Board adopt Resolution No. SA 2020-03, approving ROPS 21-22 and Resolution No. SA 2020-04, approving the administrative budget for the period of July 1, 2021 through June 30, 2022 pursuant to AB x1 26 as amended by AB 1484.

**ATTACHMENTS:**

1. Resolution No. SA 2020-03: Approving ROPS 21-22 for the Period from July 1, 2021 to June 30, 2022.
2. Exhibit A: ROPS 21-22
3. Resolution No. SA 2020-04: Approving SA Administrative Budget for the Period from July 1, 2021 to June 30, 2022



**ATTACHMENT 3**

Resolution No. SA 2020-04: Approving SA Administrative Budget for the Period from  
July 1, 2021 to June 30, 2022

**RESOLUTION NO. SA 2020-04**

**A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER  
INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING AN  
ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2021 TO  
JUNE 30, 2022**

**WHEREAS**, pursuant to Health and Safety Code Section 34177(j), the City of Industry serves as the successor agency to the dissolved Industry Urban-Development Agency (“Successor Agency”); and

**WHEREAS**, Health and Safety Code Section 34177(j), requires that the Successor Agency submit to the Oversight Board for its approval, the Administrative Budget for the period of July 1, 2021 through June 30, 2022; and

**WHEREAS**, the Agency has prepared an administrative budget for the Administrative Costs listed in ROPS 21-22, covering the period July 1, 2021 through June 30, 2022 (“Budget”). Attached hereto as Exhibit A; and

**NOW, THEREFORE, THE SUCCESSOR AGENCY OF THE FORMER  
INDUSTRY URBAN-DEVELOPMENT AGENCY DOES HEREBY RESOLVE AS  
FOLLOWS:**

**SECTION 1:** The Agency Board finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

**SECTION 2.** Approval of the Administrative Budget. The Successor Agency hereby approves and adopts the Administrative Budget, as set forth in the form attached to this Resolution as Exhibit A, pursuant to Health and Safety Code Section 34177(j).

**SECTION 3.** Implementation. The Successor Agency hereby directs staff to submit copies of the Administrative Budget to the Oversight Board for its review, consideration and approval and to also submit a copy to the County of Los Angeles Auditor-Controller.

**SECTION 4.** Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Agency Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**SECTION 5.** Certification. The Agency Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** this 10th day of December 2020.

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

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Cory Moss, Chairman

**ATTEST:**

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Julie Gutierrez-Robles, Assistant Secretary

**EXHIBIT A**

**ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2021 TO JUNE 30, 2022**

<b>Successor Agency to the Industry Urban-Development Agency Administrative Budget July 1, 2021 through June 30, 2022</b>			
	<b>July 1, 2021 to June 30, 2022</b>		
	<b>Budget 21-22A</b>	<b>Budget 21-22B</b>	<b>Total</b>
Personnel Cost	508,350.00	508,350.00	1,016,700.00
Office/ Delivery/Phone and Overhead	1,500.00	1,500.00	3,000.00
Professional Fees	42,000.00	42,000.00	84,000.00
Annual Trustee Fees	3,500.00	3,500.00	7,000.00
Legal and Litigation Services	208,265.00	266,265.00	474,530.00
Auditing and Consulting Fees	82,500.00	82,500.00	165,000.00
General Insurance and Bonding	58,000.00	-	58,000.00
	<b>904,115.00</b>	<b>904,115.00</b>	<b>1,808,230.00</b>

*SUCCESSOR AGENCY*

ITEM NO. 6.1



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

**MEMORANDUM**

**TO:** Honorable Chair and Members of the Successor Agency Board

**FROM:** Troy Helling, Executive Director *TH*

**STAFF:** Joshua Nelson, Agency Engineer  
James Cramsie, Director of Engineering, CNC Engineering

**DATE:** December 10, 2020

**SUBJECT:** Consideration of authorization to advertise for public bids for Agreement No. IBC-0389, Industry Business Center Slopes Landscape Maintenance, for an estimated cost of \$7,470,000.00 (MP 99-31 #16)

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**Background:**

As part of the ongoing construction at the Industry Business Center, the landscaping on the east side and west side slopes are nearing completion. The landscape maintenance will be the responsibility of the Agency. Staff have prepared plans and specifications for the slope landscape maintenance. This project will be implemented as Agreement No. IBC-0389 subject to the approval by the Board.

**Discussion:**

The scope of work involves slopes landscape maintenance with an area of approximately 200 acres on the east and west side of Grand Avenue, for the Industry Business Center development, for a period of three years. The Agreement would take effect July 1, 2021 through June 30, 2024. This allows for the slope landscaping to be maintained properly until the sale of the property is complete. If that takes place prior to the completion of the contract, it can be terminated earlier.

**Fiscal Impact:**

The estimated cost for this project is \$7,470,000.00 (MP 99-31 #16) over three years. This item will be covered under a future line item pending approval in the Recognized Obligation Payment Schedule 2021-2022, for \$1,910,000.00.

**Recommendation:**

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

**Exhibits:**

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

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TH/JN/RI:jf

**EXHIBIT A**

Notice Inviting Bids

[Attached]



FOR PUBLICATION

NOTICE INVITING BIDS FOR:

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY  
PROJECT NO. 389

INDUSTRY BUSINESS CENTER SLOPES LANDSCAPE MAINTENANCE

CONTRACT NO. IBC-0389

The **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, hereinafter referred to as the **AGENCY**, will receive bids for the maintenance of the above project until **10:00 A.M.** on **January 15, 2021**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

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

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

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class C-27 - Landscaping** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

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

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

(Continued)

The Scope of Work is as follows: Provide labor, equipment and materials to maintain 200 acres of slopes landscaping and irrigation for Industry Business Center development for a period of three years.

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

**Two** pre-bid meeting(s) will be conducted by the Agency Engineer at the job site on **Friday, December 18, 2020** and **Tuesday, January 5, 2021** at **10:00 A.M.** All bidders are required to attend; it is mandatory to attend one of the pre-bid meetings. Attendees will meet at the Northeast Corner of Grand Ave. and Baker Parkway/Industry Way Intersection. In an effort to slow the spread of COVID-19, please be advised that necessary precautions will be enforced. Face masks or facial coverings covering both nose and mouth are required.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **January 6, 2021 at 4:00 p.m.**

**SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY  
PROJECT NO. 389**

**INDUSTRY BUSINESS CENTER SLOPES LANDSCAPE MAINTENANCE**

CONTRACT NO. IBC-0389

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

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

By the order of the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY** dated **December 10, 2020**.

The City of Industry hereby releases the maintenance bid **for advertisement**.

\_\_\_\_\_  
Cory Moss, Chairwoman

\_\_\_\_\_  
Date

**EXHIBIT B**

Engineer's Estimate

[Attached]

ESTIMATE FOR:

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

**PROJECT NO. 389**

**INDUSTRY BUSINESS CENTER SLOPES LANDSCAPE MAINTENANCE**

CONTRACT NO. IBC-0389

ENGINEER'S ESTIMATE  
\$7,470,000.00

**EXHIBIT C**

Section A – Pages A-1 through A-8

[Attached]

SECTION A

**SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY  
PROJECT NO. 389**

INDUSTRY BUSINESS CENTER SLOPES LANDSCAPE MAINTENANCE

CONTRACT NO. IBC-0389

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

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The Scope of Work is as follows: Provide labor, equipment and materials to maintain 200 acres of slopes landscaping and irrigation for Industry Business Center development for a period of three years.

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

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Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **January 6, 2021 at 4:00 p.m.**

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the AGENCY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: IBC-0389 - INDUSTRY BUSINESS CENTER SLOPES LANDSCAPE MAINTENANCE, City of Industry City Hall, 15625 E. Stafford Street, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond to the Agency and will be given a deadline to submit.

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

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. The above bonds shall be secured by a surety company satisfactory to the AGENCY, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.



## CONTRACTOR

### INSURANCE

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

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

Contractor shall provide the following types and amounts of insurance:

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

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

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

**Umbrella or Excess CGL Insurance.** If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.

- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

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

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

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

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

Other provisions or requirements:

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

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

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

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

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

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

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

**Requirements Not Limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to

a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

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

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

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

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

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

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

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

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

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

#### EXPERIENCE AND SAFETY

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

#### PREVAILING WAGES

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

#### CONTRACTOR REGISTRATION PROGRAM

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

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

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

AGREEMENT

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

SURETY BONDS

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

By the order of the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY** dated **December 10, 2020**.

The City of Industry hereby releases the maintenance bid for advertisement.

\_\_\_\_\_  
Cory Moss, Chairwoman

\_\_\_\_\_  
Date

**EXHIBIT D**

Reduced Set of Project Plans

[Attached]

**GENERAL NOTES**

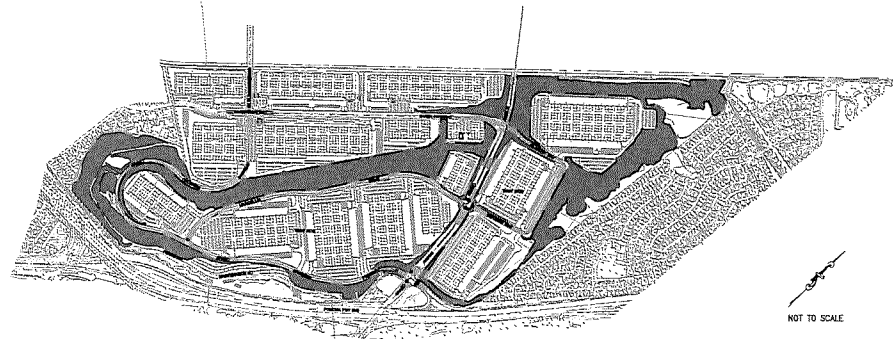
- UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION WITH ALL CORRECT SUPPLEMENTS, PUBLISHED BY BUILDING NEWS INC., LOCATED AT 950 PARK CENTER DRIVE, SUITE E, VISTA, CA 92081 AND APPROPRIATE STANDARD DRAWINGS.
- PRIOR TO BEGINNING OF ANY WORK, OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, 15625 E. STAFFORD STREET, CITY OF INDUSTRY, CA 91744, (626) 333-2211.
- ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER. REQUEST FOR INSPECTION SERVICE SHALL BE MADE 24-HOURS IN ADVANCE AT (618) 333-0336.
- STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS, LATEST EDITION, OF THE CITY OF INDUSTRY, AVAILABLE AT THE OFFICE OF THE CITY ENGINEER AT 15625 E. STAFFORD STREET, CITY OF INDUSTRY, CA 91744.
- WORK IN EXISTING STREETS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF CITY ORDINANCE.
- THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (618) 963-2417 AND THE LOS ANGELES SHERIFF DEPARTMENT (618) 330-3322 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48-HOURS PRIOR TO START OF WORK.
- ALL UTILITY TRENCHES IN PUBLIC STREETS OR FUTURE PUBLIC STREETS SHALL BE BACKFILLED WITH A CLEAN GRANULAR MATERIAL HAVING A MINIMUM SAND EQUIVALENT OF 30. BACKFILL SHALL BE COMPACTED TO A MINIMUM RELATIVE DENSITY OF 90 PERCENT, UP TO 6" BELOW FINAL GRADE AND AT LEAST 604 AT UPPER 6" OF FINAL GRADE.
- THE OPTION OF USING SLAG OR CRUSHED MISC. BASE (CMB) IN LIEU OF CRUSHED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED.
- EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE PAVEMENT SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO JOIN.
- ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 403 OF THE STANDARD SPECIFICATIONS. CONTRACTOR SHALL NOTIFY COUNTY SANITATION DISTRICT OF LOS ANGELES COUNTY (CSO), SUPERINTENDENT OF MAINTENANCE AT (213) 774-7272 A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK IN THE AREA OF THEIR MANHOLES. CONTRACTOR SHALL ASSIST IN THE ADJUSTMENT OF MANHOLES IN ACCORDANCE WITH THEIR PROCEDURES, LATEST EDITION.
- THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 400, 402-1 AND 402-2 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY NATURE WHETHER SHOWN HEREON OR NOT TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF SAID UTILITIES DAMAGED BY OPERATIONS IN CONNECTION WITH THE PROSECUTION OF THE WORK.
- 48-HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (800) 422-4133 AND OBTAIN AN INDUSTRY IDENTIFICATION NUMBER.
- THE FOLLOWING IS A LIST OF THE UTILITY COMPANIES AND THE PERSONS TO CONTACT REGARDING THE RESPECTIVE UTILITIES WITHIN THE LIMITS OF THIS PROJECT:

MR. AMIN ABDELHOUHA FRONTIER CALIFORNIA, INC.	(909) 649-6389
MR. GABRIEL DAVALOS CALIFORNIA GAS COMPANY	(714) 634-3040
MR. MIKE HOWARD (DISTRIBUTION) CALIFORNIA Edison COMPANY	(909) 592-3725
MR. KEN DECK ROWLAND WATER DISTRICT	(310) 697-1726
MR. DOUG WALTON SANITATION DISTRICT OF L.A. COUNTY	(310) 638-1161
MR. JOE ZAVALA SOUTHERN CALIFORNIA Edison	(909) 592-3729
MR. JORDAN HEINER KINDER MORGAN	(310) 528-7350

**NOTICE TO CONTRACTOR**

APPROVAL OF THIS PLAN BY THE ENGINEER AND CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES WITHIN THE LIMITS OF THIS PROJECT. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS.

# SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY IMPROVEMENT PROJECT NO. 389 INDUSTRY BUSINESS CENTER SLOPES LANDSCAPE MAINTENANCE CONTRACT NO. IBC-0389



VICINITY MAP  
NOT TO SCALE

**LEGEND:**



NOT TO SCALE

**INDEX OF DRAWINGS**

CONTRACT DWG. NO.	SHEET NO.	DESCRIPTION
1 OF 4	1 OF 4	PROJECT TITLE SHEET, VICINITY MAP, INDEX OF DRAWING, GENERAL NOTES AND 2004 EIR MITIGATION NOTES
2 OF 4	2 OF 4	OVERALL LANDSCAPE MAINTENANCE AREA MAP
3 OF 4	3 OF 4	WESTSIDE AND MEDIAN LANDSCAPE MAINTENANCE AREA
4 OF 4	4 OF 4	EASTSIDE LANDSCAPE MAINTENANCE AREA

**2004 EIR MITIGATION 5.2-1**

- THE CONSTRUCTION CONTRACTOR SHALL IMPLEMENT THE FOLLOWING MEASURES DURING GRADING AND CONSTRUCTION.
- USE LOW EMISSION MOBILE CONSTRUCTION EQUIPMENT.
  - MAINTAIN CONSTRUCTION EQUIPMENT ENGINES BY KEEPING THEM TUNED.
  - USE LOW SULFUR FUEL FOR STATIONARY CONSTRUCTION EQUIPMENT.
  - UTILIZE EXISTING POWER SOURCES (I.E. POWER POLES) WHEN FEASIBLE.
  - CONFOUR CONSTRUCTION PARKING TO MINIMIZE TRAFFIC INTERFERENCE.
  - MINIMIZE OBSTRUCTION OF THROUGH-TRAFFIC LANES. WHEN FEASIBLE, CONSTRUCTION SHOULD BE PLANNED SO THAT LANE CLOSURES ON EXISTING STREETS ARE KEPT TO A MINIMUM.
  - SCHEDULE CONSTRUCTION OPERATIONS AFFECTING TRAFFIC FOR OFF-PEAK HOURS.
  - DEVELOP A TRAFFIC PLAN TO MINIMIZE TRAFFIC FLOW INTERFERENCE FROM CONSTRUCTION ACTIVITIES (THE PLAN MAY INCLUDE ADVANCE PUBLIC NOTICE OF ROUTING, USE OF PUBLIC TRANSPORTATION AND SATELLITE PARKING AREAS WITH A SHUTTLE SERVICE).
  - USE LOW VOC COATINGS AND SOLVENTS OR ATTAIN SIMILAR EMISSIONS REDUCTIONS BY LIMITING THE NUMBER OF GALLONS APPLIED PER DAY.

**PRELIMINARY PLAN**

<b>SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY</b>			
APPROVED BY:		DATE:	
JOSHUA L. NELSON, P.E.	CITY ENGINEER		TROY WELLS
			CITY MANAGER
<b>INDUSTRY BUSINESS CENTER SLOPES LANDSCAPE MAINTENANCE</b>			
<b>PROJECT TITLE SHEET, VICINITY MAP, INDEX OF DRAWING, GENERAL NOTES AND 2004 EIR MITIGATION NOTES</b>			
DESIGNED BY:	R.L.	CHECKED BY:	J.C.
DRAFTED BY:	E.C.	DATE:	OCT 2020
		JOB NO.:	MP 99-31#16
		CONTRACT NO.:	IBC-0389
			SHEET 1 OF 4

NO.	DATE	REVISIONS	OK BY:



**CITY OF INDUSTRY**

INCORPORATED JUNE 18, 1967  
P.O. Box 3295, City of Industry, California 91744  
Administrative Offices: 15625 E. Stafford Street  
(626) 333-2211



Prepared by:

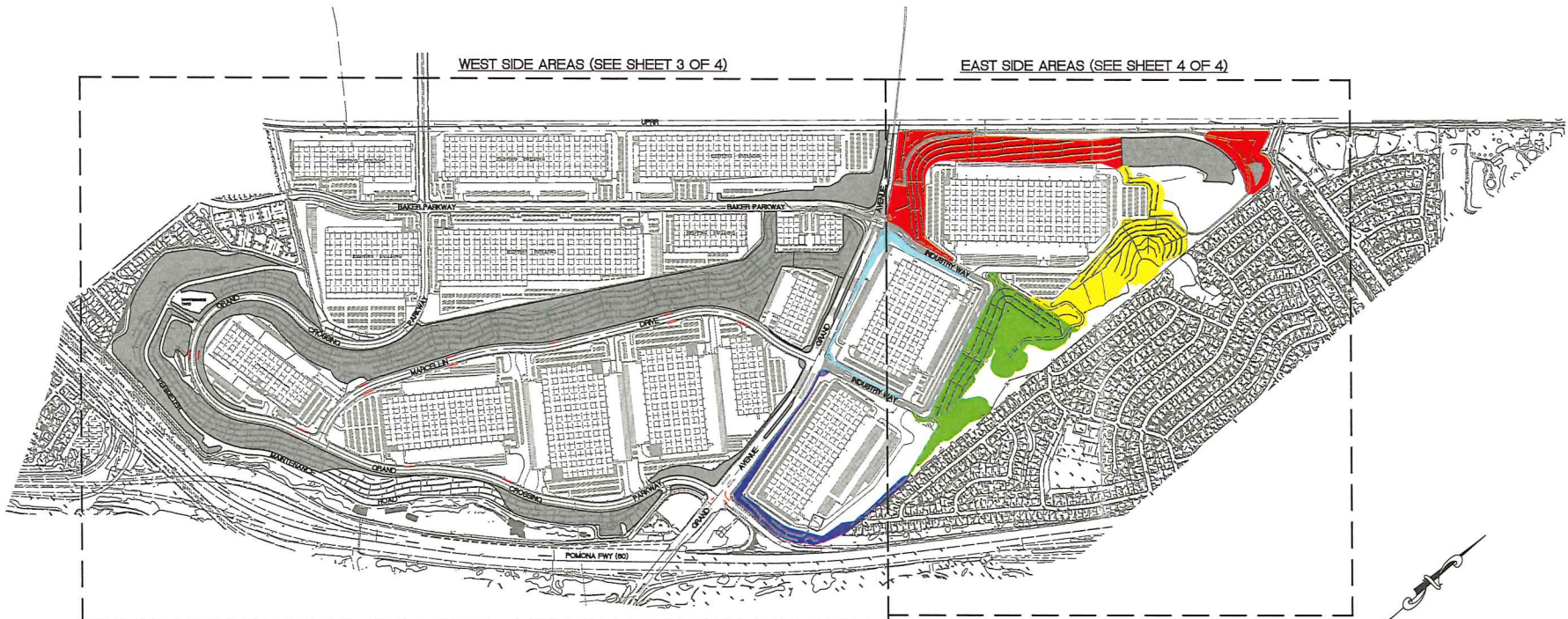


JAMES R. GRANSE, P.E. 059785 DATE

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○ OVERALL LANDSCAPE MAINTENANCE AREA MAP



NOT TO SCALE

<b>BENCHMARK</b>	
B.M. <u>  X-XX  </u>	ELEV. <u>  X-XX  </u>
XXXXXXXXXXXXXXXXXX	
XXXXXXXXXXXXXXXXXX	
XXXXXXXXXXXXXXXXXX	

NO.	DATE	REVISIONS	OK BY



**CITY OF INDUSTRY**  
 INCORPORATED JUNE 16, 1957  
 P.O. Box 2346, City of Industry, California 91744  
 Administrative Offices: 15625 E. Stafford Street  
 (626) 333-2211



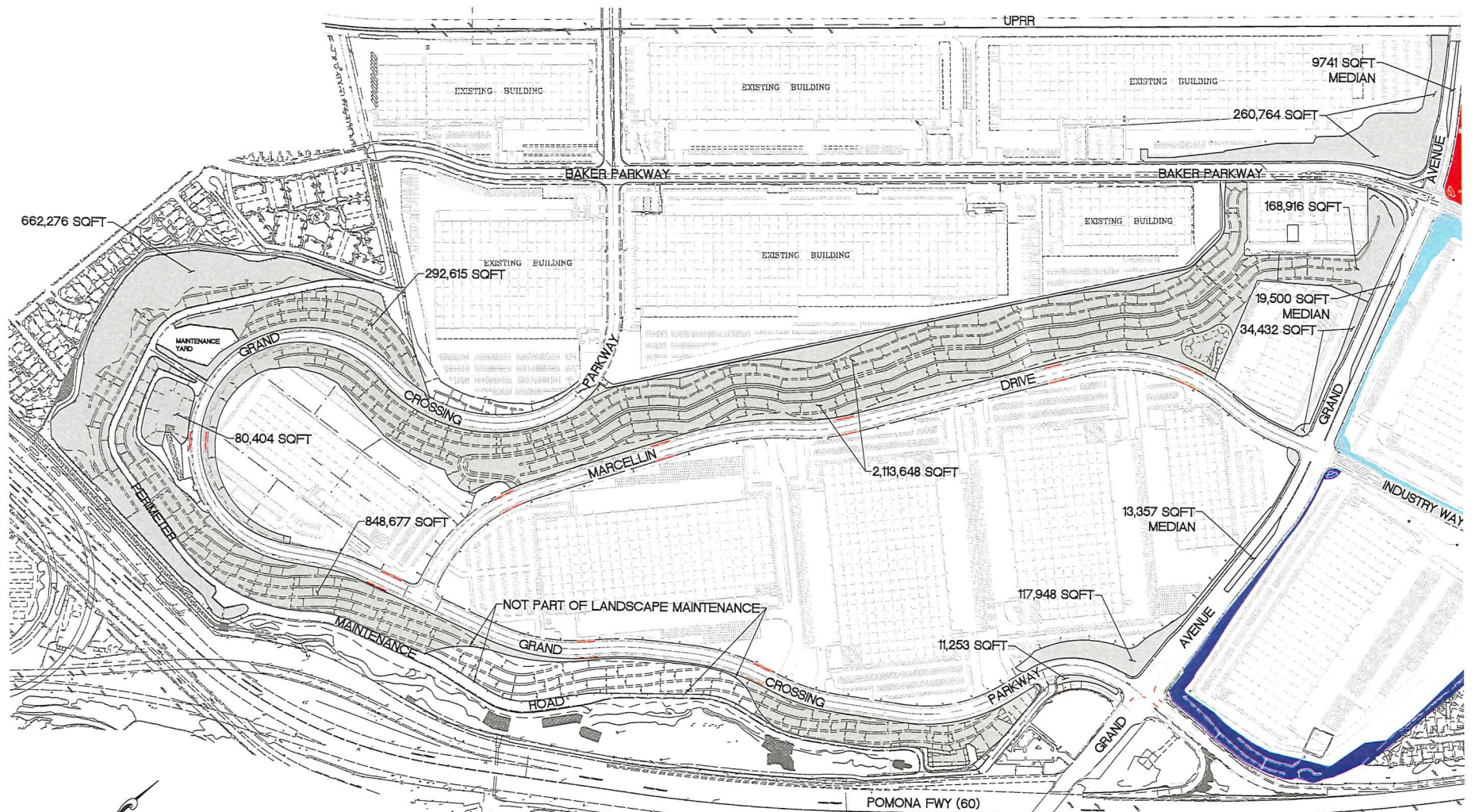
Prepared by:  
**ACNC**  
 ENGINEERING | SURVEYING | CONSTRUCTION  
 255 N. Highlands Blvd | Ste. 222  
 City of Industry | CA | 91744  
 P | 626.333.0335  
 www.acnc-mcg.com

**PRELIMINARY PLAN**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY			
APPROVED BY:	_____	AGENCY ENGINEER	DATE
<b>INDUSTRY BUSINESS CENTER</b> SLOPES LANDSCAPE MAINTENANCE			
OVERALL LANDSCAPE MAINTENANCE AREA MAP			
DESIGNED BY:	R.L.	CHECKED BY:	J.C.    JOB NO.    MP 99-31#16
DRAFTED BY:	E.C.	DATE:	OCT 2020    CONTRACT NO.    IBC-0389
Prepared by: JAMES R. CRAMSE, P.E., 059705			DATE
			SHEET 2 OF 4

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662,276 SQFT

80,404 SQFT

292,615 SQFT

848,677 SQFT

MARCELLIN DRIVE

2,113,648 SQFT

117,948 SQFT

11,253 SQFT

13,357 SQFT MEDIAN

19,500 SQFT MEDIAN

34,432 SQFT

168,916 SQFT

260,764 SQFT

9741 SQFT MEDIAN

**LEGEND:**



AVAILABLE DATE FOR MAINTENANCE  
JULY 1, 2021

**BENCHMARK**

B.M. X-XX ELEV. X-XX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

NO.	DATE	REVISION	OK BY



**CITY OF INDUSTRY**

INCORPORATED JUNE 18, 1957  
P.O. Box 3346, City of Industry, California 91744  
Administrative Offices: 15625 E. Starford Street  
(626) 333-2211



Prepared by:

**CNC**  
ENGINEERING | SURVEYING | CONSTRUCTION

255 N. Highlands Blvd | Ste 222  
City of Industry | CA | 91744  
P | 626.333.0304  
www.cnc-eng.com

JAMES R. GRAMSE, P.E. 059785 DATE

**PRELIMINARY PLAN**

SUCCESSOR AGENCY TO THE  
INDUSTRY URBAN-DEVELOPMENT AGENCY

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

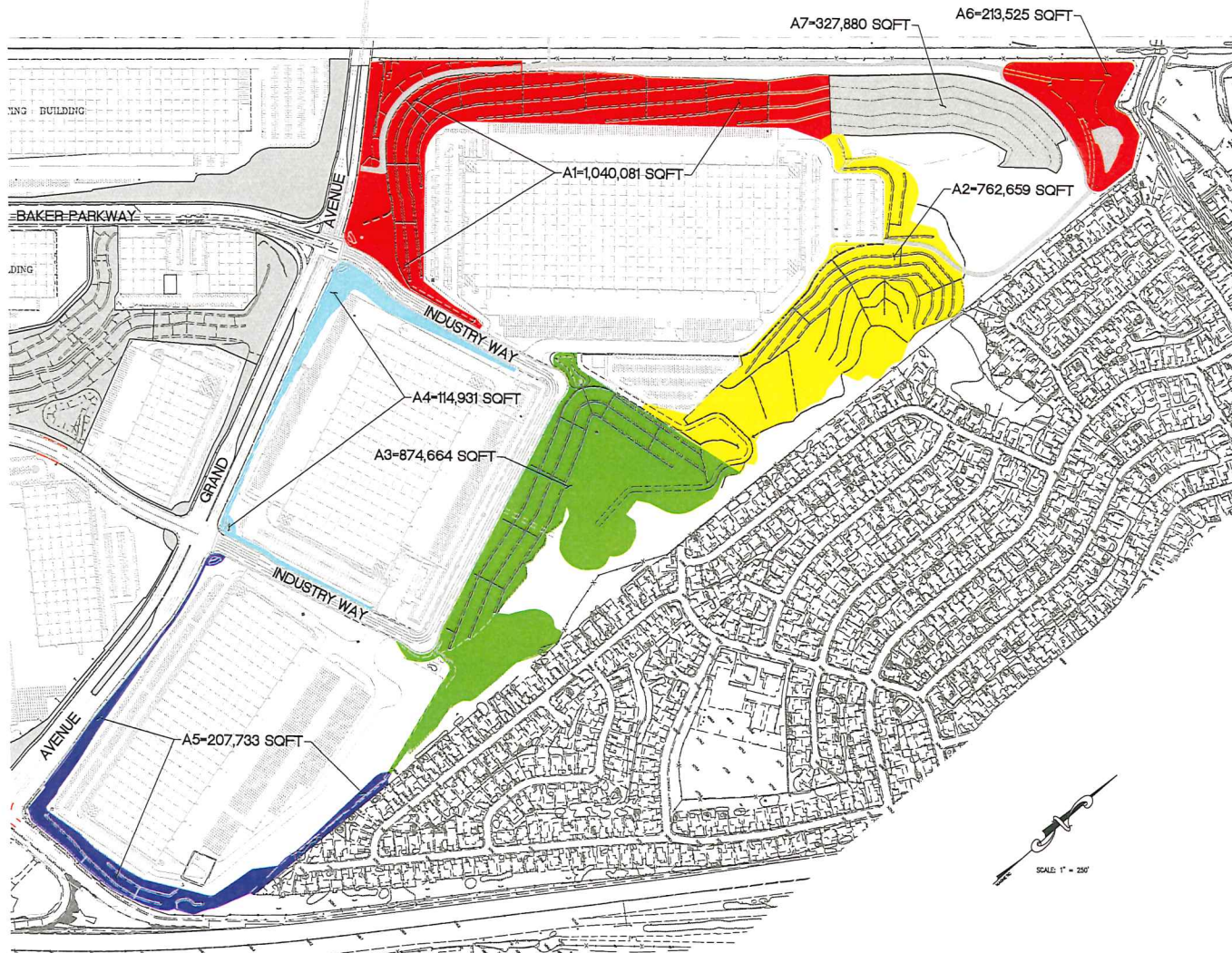
JOSHUA L. NELSON, P.E. AGENCY ENGINEER

**INDUSTRY BUSINESS CENTER**  
SLOPES LANDSCAPE MAINTENANCE

WEST SIDE AND MEDIAN LANDSCAPE AREAS

DESIGNED BY: R.L. CHECKED BY: J.C. JOB NO. MP 99-31#16  
DRAFTED BY: E.C. DATE: OCT 2020 CONTRACT NO. IBC-0389 SHEET 3 OF 4

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**LEGEND:**

	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE JULY 1, 2022
	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE OCTOBER 1, 2022
	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE JANUARY 1, 2023
	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE APRIL 1, 2023
	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE APRIL 1, 2023
	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE APRIL 1, 2023 (BASIN)
	AVAILABLE DATE FOR MAINTENANCE JULY 1, 2021



**PRELIMINARY PLAN**

SUCCESSOR AGENCY TO THE  
INDUSTRY URBAN-DEVELOPMENT AGENCY

APPROVED BY: \_\_\_\_\_  
JOSHUA L. NELSON, P.E. AGENCY ENGINEER DATE: \_\_\_\_\_

**INDUSTRY BUSINESS CENTER**  
SLOPES LANDSCAPE MAINTENANCE

EAST SIDE LANDSCAPE AREAS

NO.	DATE	REVISIONS	OK BY



**CITY OF INDUSTRY**

INCORPORATED JUNE 18, 1957  
P.O. Box 2348, City of Industry, California 91744  
Administrative Offices: 15625 E. Stafford Street  
(626) 333-2211



Prepared by:  
**CNC**  
ENGINEERING | SURVEYING | CONSTRUCTION

JAMES H. CRAMSE, P.E. 059765 DATE: \_\_\_\_\_

DESIGNED BY:	R.L.	CHECKED BY:	J.C.	JOB NO.	MP 99-31#16	SHEET	4	OF	4
DRAFTED BY:	E.C.	DATE:	OCT 2020	CONTRACT NO.	IBC-0389				

**BENCHMARK**  
B.M. X-XX ELEV. X-XX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

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