



**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-
DEVELOPMENT AGENCY
REGULAR MEETING
AGENDA**

CHAIR CORY C. MOSS
VICE CHAIR MICHAEL GREUBEL
BOARD MEMBER STEVE MARCUCCI
BOARD MEMBER MARK D. RADECKI
BOARD MEMBER NEWELL RUGGLES

JUNE 26, 2025 AT 9:00 AM

LOCATION: City Council Chambers, 15651 Mayor Dave Way
City of Industry, California

ADDRESSING THE SUCCESSOR AGENCY:

Agenda Items: Members of the public may address the Successor Agency on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a one-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Successor Agency is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Successor Agency.

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

At the time of publication, no Board Member intends to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Councilmember will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 258 759 184 361 8

Passcode: ut6vH3mf

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 898 882 587#

AMERICANS WITH DISABILITIES ACT:

In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

AGENDAS AND OTHER WRITINGS:

In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR**

6.1. Consideration of the Register of Demands for June 12, 2025

RECOMMENDED ACTION: Ratify the Register of Demands for June 12, 2025.

6.2. Consideration of the Register of Demands for June 26, 2025

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

6.3. Consideration of the minutes of the February 27, 2025 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6.4. Consideration of Resolution No. SA 2025-01 – A Resolution of the Successor Agency to the Industry Urban-Development Agency (“SA-IUDA”) Adopting the FY 2025-2026 SA-IUDA Budget

RECOMMENDED ACTION: Adopt Resolution No. SA 2025-01

6.5. Consideration of a Professional Services Agreement with The Dry Utility Group Inc. for electrical utility design and engineering service for the Industry Business Center, in an amount not-to-exceed \$300,000.00, through June 30, 2028

RECOMMENDED ACTION: Approve the Agreement

6.6. Consideration of Amendment No. 4 to the Professional Services Agreement with Verdantas, Inc. formerly known as Leighton Consulting, Inc. for the Industry East and Industry Business Center Traffic Mitigation projects (MP 99-31 #16/#65)

RECOMMENDED ACTION: Approve the Amendment

6.7. Consideration of Amendment No. 8 to the Agreement for Consulting Services with Verdantas Inc., formerly known as Leighton Consulting, Inc. for the Diamond Bar Creek Restoration Project (MP 99-31 #26)

RECOMMENDED ACTION: Approve the Amendment

- 6.8. Consideration of Amendment No. 6 to the Agreement for Consulting Services with Verdantas Inc., formerly known as Leighton Consulting, Inc. to provide geotechnical engineering services for the Industry Business Center project (MP 99-31 #16)

RECOMMENDED ACTION: Approve the Amendment

7. ACTION ITEMS

8. PUBLIC HEARINGS

9. CLOSED SESSION

10. EXECUTIVE DIRECTOR COMMUNICATIONS

11. AB 1234 REPORTS

12. BOARD MEMBER COMMUNICATIONS

13. PUBLIC COMMENTS

14. Adjournment. The next regular Successor Agency to the Industry Urban-Development Agency Meeting is Thursday, July 24, 2025, at 9:00 AM.

ITEM NO. 6.1

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY
AUTHORIZATION FOR PAYMENT OF BILLS
June 12, 2025**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
222	IUDA ADMIN	536,293.99
221	IUDA PROJECT 1	0.00
	IUDA PROJECT 2	0.00
	IUDA PROJECT 3	0.00
TOTAL ALL FUNDS		536,293.99

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO - CKING ACCOUNT	260,293.99
BOFA	BANK OF AMERICA	276,000.00
TOTAL ALL BANKS		536,293.99

APPROVED PER EXECUTIVE DIRECTOR

Joshua Nelson

DATE

6/5/2025

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
June 12, 2025**

Check	Date	Payee Name		Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
33508	05/28/2025	INDUSTRY PUBLIC UTILITY COMMISSI		\$223.46
	Invoice	Date	Description	Amount
	2025-00001932	05/16/2025	4/1-5/1/25 SVC-370 GRAND AVE SOUTH	\$67.83
	2025-00001933	05/16/2025	4/1-5/1/25 SVC-#1 B STREET LOOP, IBC EAST	\$25.13
	2025-00001934	05/16/2025	4/1-5/1/25 SVC-#2 B STREET LOOP, IBC EAST	\$14.16
	2025-00001935	05/16/2025	4/1-5/1/25 SVC-#3 B STREET LOOP, IBC EAST	\$17.65
	2025-00001936	05/16/2025	4/1-5/1/25 SVC-#4 B STREET LOOP, IBC EAST	\$14.37
	2025-00001937	05/16/2025	4/1-5/1/25 SVC-1 MARCELLIN DR	\$14.30
	2025-00001938	05/16/2025	4/1-5/1/25 SVC-2 MARCELLIN DR	\$13.60
	2025-00001939	05/16/2025	4/1-5/1/25 SVC-3 MARCELLIN DR	\$13.68
	2025-00001940	05/16/2025	4/1-5/1/25 SVC-1 GRAND CROSSING PKWY	\$13.63
	2025-00001941	05/16/2025	4/1-5/1/25 SVC-2 GRAND CROSSING PKWY	\$13.54
	2025-00001942	05/16/2025	4/1-5/1/25 SVC-#6 INDUSTRY WAY	\$15.57
33509	05/28/2025	L A COUNTY DEPT OF PUBLIC HEALTH		\$501.00
	Invoice	Date	Description	Amount
	5/19/2025	05/19/2025	CRSS CONN SHUT DWN TEST FEE-DIAMOND BAR CRI	\$501.00
33510	05/28/2025	WALNUT VALLEY WATER DISTRICT		\$7,507.41
	Invoice	Date	Description	Amount
	5320955	05/07/2025	4/1-4/30/25 SVC-SE GRAND XING PKWY #1	\$444.07
	5320956	05/07/2025	4/1-4/30/25 SVC-SE GRAND XING PKWY #2	\$439.48
	5320957	05/07/2025	4/1-4/30/25 SVC-SE GRAND XING PKWY #3	\$317.59
	5320958	05/07/2025	4/1-4/30/25 SVC-SE GRAND XING PKWY #4	\$355.33
	5320959	05/07/2025	4/1-4/30/25 SVC-SE GRAND XING PKWY #5	\$160.00
	5320953	05/07/2025	4/1-4/30/25 SVC-SE GRAND XING PKWY #6	\$205.90

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
June 12, 2025**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
5320952	05/07/2025		4/1-4/30/25 SVC-SE GRAND XING PKWY #7	\$263.02
5320960	05/07/2025		4/1-4/30/25 SVC-MARCELLIN DR MTR#1	\$308.92
5320961	05/07/2025		4/1-4/30/25 SVC-MARCELLIN DR MTR#2	\$284.44
5320949	05/07/2025		4/1-4/30/25 SVC-MARCELLIN DR MTR#3	\$275.26
5320962	05/07/2025		4/1-4/30/25 SVC-MARCELLIN DR MTR#4	\$253.84
5320974	05/07/2025		4/1-4/30/25 SVC-MARCELLIN DR MTR#5	\$187.54
5320975	05/07/2025		4/1-4/30/25 SVC-MARCELLIN DR MTR#6	\$107.69
5320968	05/07/2025		4/1-4/30/25 SVC-INDUSTRY WAY #1	\$276.79
5320969	05/07/2025		4/1-4/30/25 SVC-INDUSTRY WAY #2	\$410.92
5320963	05/07/2025		4/1-4/30/25 SVC-INDUSTRY WAY #3	\$228.85
5320964	05/07/2025		4/1-4/30/25 SVC-INDUSTRY WAY #4	\$239.05
5320965	05/07/2025		4/1-4/30/25 SVC-INDUSTRY WAY #5	\$225.28
5320966	05/07/2025		4/1-4/30/25 SVC-INDUSTRY WAY #6	\$188.56
5320967	05/07/2025		4/1-4/30/25 SVC-INDUSTRY WAY #7	\$189.58
5320973	05/07/2025		4/1-4/30/25 SVC-INDUSTRY WAY #8	\$346.66
5320970	05/07/2025		4/1-4/30/25 SVC-INDUSTRY WAY #9	\$300.25
5320971	05/07/2025		4/1-4/30/25 SVC-INDUSTRY WAY #10	\$131.44
5320972	05/07/2025		4/1-4/30/25 SVC-INDUSTRY WAY #11	\$203.35
5320868	05/07/2025		4/1-4/30/25 SVC-KOHL'S CENTER/MEDIAN	\$314.47
5320996	05/07/2025		4/1-4/30/25 SVC-SE GRAND CROSSING PKWY-TEMP	\$849.13
<hr/>				
33511	06/12/2025		AVANT-GARDE, INC	\$550.00
	Invoice	Date	Description	Amount
	11675	05/23/2025	57/60 FWY CONFLUENCE PROJ	\$550.00
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33512	06/12/2025		CNC ENGINEERING	\$76,821.25
	Invoice	Date	Description	Amount

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
June 12, 2025**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
512639	05/22/2025		GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$1,960.00
512640	05/22/2025		IBC-SLOPES LANDSCAPE MAINT	\$3,815.00
512641	05/22/2025		IMPROVEMENTS TO MAIN ACCESS RDS	\$24,041.25
512642	05/22/2025		IBC-FUTURE PHASES AND STUDIES	\$7,010.00
512643	05/22/2025		IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO PK	\$3,625.00
512644	05/22/2025		IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN	\$6,130.00
512645	05/22/2025		DIAMOND BAR CREEK	\$1,320.00
512646	05/22/2025		INDUSTRY EAST TRAFFIC MITIGATION	\$7,305.00
512647	05/22/2025		IE TRAFFIC MITIGATION-BREA CYN/CHERYL LN	\$16,135.00
512648	05/22/2025		IE TRAFFIC MITIGATION-GRAND AVE/LA PUENTE	\$2,345.00
512649	05/22/2025		IE TRAFFIC MITIGATION-VALLEY BLVD/LEMON AVE	\$3,135.00
<hr/>				
33513	06/12/2025		GRIFFITH COMPANY	\$153,823.52
	Invoice	Date	Description	Amount
	#7IBC-0390	06/01/2025	IMPROVEMENTS TO MAINT ACCESS RDS	\$161,919.50
<hr/>				
33514	06/12/2025		GRIFFITH COMPANY	\$8,095.98
	Invoice	Date	Description	Amount
	#7IBC-0390R	06/01/2025	RETENTION-IMPROVEMENTS TO MAINT ACCESS ROA	\$8,095.98
<hr/>				
33515	06/12/2025		LOS ANGELES COUNTY PUBLIC WOR	\$4,951.87
	Invoice	Date	Description	Amount
	PW-25051205882	05/12/2025	INSTALL SIGNING & STRIPING	\$4,951.87
<hr/>				
33516	06/12/2025		NV5, INC.	\$3,060.00
	Invoice	Date	Description	Amount
	447442	05/09/2025	IBC MASTER AGREEMENT	\$2,550.00

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
June 12, 2025**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
447440	05/09/2025		IBC MASTER AGREEMENT	\$510.00
<hr/>				
33517	06/12/2025		SCS ENGINEERS	\$4,759.50
	Invoice	Date	Description	Amount
	0538451	04/30/2025	LANDFILL ENG SVC-IBC PROJ	\$4,759.50

Checks	Status	Count	Transaction Amount
	Total	10	\$260,293.99

**Successor Agency To The
Industry Urban Development Agency
Bank of America
June 12, 2025**

Check	Date	Payee Name	Check Amount
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PJ2.BOFA.CHK - Project 2 BofA Checking

2348	05/21/2025	05/31/2025	IUDA-ADMINISTRATIVE ACCOUNT	\$276,000.00
	Invoice	Date	Description	Amount
	A2 REG 5/22/25A	05/21/2025	TRANSFER FUNDS FOR REGISTER 5/22/25	\$276,000.00

Checks	Status	Count	Transaction Amount
	Total	1	\$276,000.00

ITEM NO. 6.2

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY
AUTHORIZATION FOR PAYMENT OF BILLS
June 26, 2025**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
222	IUDA ADMIN	374,151.50
221	IUDA PROJECT 1	0.00
	IUDA PROJECT 2	0.00
	IUDA PROJECT 3	0.00
TOTAL ALL FUNDS		374,151.50

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO - CKING ACCOUNT	341,151.50
BOFA	BANK OF AMERICA	33,000.00
TOTAL ALL BANKS		374,151.50

APPROVED PER EXECUTIVE DIRECTOR



DATE

6/18/25

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
June 26, 2025**

Check	Date			Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking					
33518	06/18/2025			INDUSTRY PUBLIC UTILITY COMMISSI	\$208.97
	Invoice	Date	Description	Amount	
	2025-00002016	06/10/2025	5/1-6/1/25 SVC-370 GRAND AVE SOUTH	\$66.79	
	2025-00002017	06/10/2025	5/1-6/1/25 SVC-#1 B ST LOOP, IBC EAST	\$12.36	
	2025-00002018	06/10/2025	5/1-6/1/25 SVC-#2 B STREET LOOP, IBC EAST	\$14.04	
	2025-00002019	06/10/2025	5/1-6/1/25 SVC-#3 B STREET LOOP, IBC EAST	\$17.43	
	2025-00002020	06/10/2025	5/1-6/1/25 SVC-#4 B STREET LOOP, IBC EAST	\$14.32	
	2025-00002021	06/10/2025	5/1-6/1/25 SVC-1 MARCELLIN DR	\$14.30	
	2025-00002022	06/10/2025	5/1-6/1/25 SVC-2 MARCELLIN DR	\$13.57	
	2025-00002023	06/10/2025	5/1-6/1/25 SVC-3 MARCELLIN DR	\$13.58	
	2025-00002024	06/10/2025	5/1-6/1/25 SVC-1 GRAND CROSSING PKWY	\$13.61	
	2025-00002025	06/10/2025	5/1-6/1/25 SVC-2 GRAND CROSSING PKWY	\$13.53	
	2025-00002026	06/10/2025	5/1-6/1/25 SVC-#6 INDUSTRY WAY	\$15.44	
33519	06/26/2025			CNC ENGINEERING	\$136,398.75
	Invoice	Date	Description	Amount	
	512734	06/12/2025	IBC-SLOPES LANDSCAPE MAINT	\$5,095.00	
	512735	06/12/2025	IMPROVEMENTS TO MAIN ACCESS RDS	\$42,917.50	
	512736	06/12/2025	IBC-FUTURE PHASES AND STUDIES	\$17,320.00	
	512737	06/12/2025	IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO PK	\$5,970.00	
	512738	06/12/2025	IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN	\$16,767.50	
	512733	06/12/2025	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$1,915.00	
	512739	06/12/2025	DIAMOND BAR CREEK	\$975.00	
	512740	06/12/2025	INDUSTRY EAST TRAFFIC MITIGATION	\$6,647.50	
	512741	06/12/2025	IE TRAFFIC MITIGATION-BREA CYN/CHERYL LN	\$18,878.75	
	512742	06/12/2025	IE TRAFFIC MITIGATION-GRAND AVE/LA PUENTE	\$12,550.00	

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
June 26, 2025**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
512743	06/12/2025		IE TRAFFIC MITIGATION-VALLEY BLVD/LEMON	\$7,362.50
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33520	06/26/2025		LEIGHTON CONSULTING INC	\$9,186.10
	Invoice	Date	Description	Amount
	67203	06/10/2025	GEO SVC-POSTGRADING FOR GRAND AVE	\$6,382.30
	66892	05/12/2025	GEO SVC-POSTGRADING FOR GRAND AVE	\$2,803.80
<hr/>				
33521	06/26/2025		MARIPOSA LANDSCAPES, INC	\$194,237.68
	Invoice	Date	Description	Amount
	114077	05/31/2025	LANDSCAPE SVC-IBC SLOPES	\$194,237.68
<hr/>				
33522	06/26/2025		RKA CONSULTING GROUP	\$1,120.00
	Invoice	Date	Description	Amount
	35986	05/21/2025	CITY OF WALNUT-STREET IMPROVEMENTS	\$1,120.00

Checks	Status	Count	Transaction Amount
	Total	5	\$341,151.50

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
June 26, 2025**

Check	Date	Payee Name	Check Amount
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PJ2.BOFA.CHK - Project 2 BofA Checking

2349	06/09/2025		IUDA-ADMINISTRATIVE ACCOUNT	\$33,000.00
	Invoice	Date	Description	Amount
	A2 REG 6/12/25	06/09/2025	TRANSFER FUNDS-SA REG 6/12/25	\$33,000.00

Checks	Status	Count	Transaction Amount
	Total	1	\$33,000.00

ITEM NO. 6.3

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 27, 2025
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CALL TO ORDER

The Regular Meeting of the Successor Agency to the Industry Urban-Development Agency was called to order by Chair Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chair Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, Chair
Michael Greubel, Vice Chair
Steve Marcucci, Board Member
Mark D. Radecki, Board Member
Newell Ruggles, Board Member

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant Executive Director; James M. Casso, Legal Counsel; Bianca Sparks, Assistant Legal Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT ITEMS

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 13, 2025

RECOMMENDED ACTION:
February 13, 2025.

Ratify the Register of Demands for

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 27, 2025
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6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 27, 2025

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

6.3 CONSIDERATION OF THE MINUTES OF MAY 23, 2024 REGULAR MEETING, JUNE 27, 2024 REGULAR MEETING, JULY 25, 2024 REGULAR MEETING, SEPTEMBER 26, 2024 REGULAR MEETING, OCTOBER 24, 2024 REGULAR MEETING, NOVEMBER 14, 2024 SPECIAL MEETING, DECEMBER 12, 2024 SPECIAL MEETING, AND THE JANUARY 9, 2025 SPECIAL MEETING

RECOMMENDED ACTION: *Approve as submitted.*

6.4 ANNUAL FINANCIAL REPORTS FOR THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, YEAR ENDING JUNE 30, 2024

RECOMMENDED ACTION: *Receive and File the Annual Financial Reports for FY 2023-24.*

Mike Greenspan, Armando Herman and Mr. Transgender each spoke for one minute in opposition of the Consent Calendar.

Chair Moss asked if there were any other public comments regarding the Consent Calendar. There were none.

MOTION BY BOARD MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM GREUBEL TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS - NONE

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 27, 2025
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PUBLIC HEARINGS - NONE

CLOSED SESSION

There were none.

EXECUTIVE DIRECTOR REPORTS

There were none.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Mike Greenspan, Armando Herman and Mr. Transgender each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

ADJOURNMENT

There being no further business, the Successor Agency to the Industry Urban-Development Agency adjourned at 9:12 a.m.

Cory C. Moss, Chair

Julie Gutierrez-Robles, Secretary

ITEM NO. 6.4



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

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Yamini Pathak, Finance Director

DATE: June 26, 2025

SUBJECT: Consideration of Resolution No. SA 2025-01 – A Resolution of the Successor Agency to the Industry Urban-Development Agency (“SA-IUDA”) Adopting the FY 2025-2026 SA-IUDA Budget

Background:

Below is a summary of the revenues and expenses for the SA-IUDA.

SUCCESSOR AGENCY TO THE IUDA
 BUDGET COMPARISON TO PRIOR YEAR
 PROPOSED BUDGET 2025-2026

	PROPOSED BUDGETED REVENUES			PROPOSED BUDGETED EXPENDITURES		
	2025-2026	2024-2025	% - CHANGE	2025-2026	2024-2025	% - CHANGE
220 SA ADMINISTRATION	\$ -	\$ -	0%	\$ 14,000	\$ 14,000	0%
221 PROJECT AREA #1	-	-	0%	-	-	0%
222 PROJECT AREA #2	31,018,000	29,532,000	5%	33,568,000	40,665,700	-17%
231 LAND	1,000,000	1,003,000	0%	-	-	0%
Total SA TO IUDA	<u>\$ 32,018,000</u>	<u>\$ 30,535,000</u>		<u>\$ 33,582,000</u>	<u>\$ 40,679,700</u>	

Discussion:

The proposed FY 2025-2026 SA-IUDA Budget totals \$33,582,000 in expenditures, and is supported by \$32,018,000 in revenues, consisting of available bond proceeds, lease income from SA-IUDA owned properties, and property sales.

SA-IUDA’s budget for FY 2025-2026 includes only Recognized Obligation Payment Schedule (“ROPS”) eligible expenditures, which have been approved already by the SA-IUDA at the special meeting held on December 12, 2024. The budget was then submitted to the First Supervisorial District Consolidated Oversight Board (“Oversight Board”), which approved it at their January 13, 2025 meeting, pursuant to California Health and Safety Code Section 34177(j). As future year budgets for SA-IUDA will only contain ROPS eligible expenditures pre-approved by the SA-IUDA and Oversight Board, staff deems unnecessary that these budgets be approved by the SA-IUDA Board again in June each year. The ROPS approved budget is published on City’s website.

Fiscal Impact:

The FY 2025-2026 Proposed SA-IUDA totals \$33,582,000 in expenditures and \$32,018,000 in revenue, the remaining deficit of \$1,564,000 will be funded by projected cash and investments of \$165.2 million that SA-IUDA has on hand.

Recommendation:

Staff recommends that the Board of Directors of the Successor Agency to the Industry Urban-Development Agency adopt Resolution No. SA 2025-01, adopting the Budget for the Successor Agency to the Industry Urban-Development Agency for Fiscal Year 2025-2026.

Exhibits:

1. COI SA Resolution FY 2026 Budget
2. SA Budget FY 2025-26

RESOLUTION NO. SA 2025-01

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY ("SA-IUDA") ADOPTING THE FY 2025-2026 SA-IUDA BUDGET

WHEREAS, on June 26, 2025, the SA-IUDA Board received a presentation on the FY 2025-26 ("FY 26") Budget for the SA-IUDA; and

WHEREAS, the purpose of the presentation was to give the SA-IUDA Board an opportunity to thoroughly review the proposed budget, ask questions, and provide comments and direction to Staff; and

WHEREAS, it is necessary for the SA-IUDA Board to adopt the SA-IUDA's FY 2026 Budget; and

WHEREAS, SA-IUDA's budget for FY 2025-2026 includes only Recognized Obligation Payment Schedule ("ROPS") eligible expenditures, which have been approved already by the SA-IUDA at the special meeting held on December 12, 2024. The budget was then submitted to the First Supervisorial District Consolidated Oversight Board ("Oversight Board"), which approved it at their January 13, 2025 meeting, pursuant to California Health and Safety Code Section 34177(j). As future year budgets for SA-IUDA will only contain ROPS eligible expenditures pre-approved by the SA-IUDA and Oversight Board, staff deems unnecessary that these budgets be approved by the SA-IUDA Board again in June each year. The ROPS approved budget is published on City's website.

NOW, THEREFORE, BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The Board hereby adopts the FY 2026 Budget, attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 4. The Secretary shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Successor Agency to the Industry Urban-Development Agency at a regular meeting held on June 26, 2025, by the following vote:

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

ATTEST:

Cory C. Moss, Chair

Julie Gutierrez-Robles, Secretary



Successor Agency to the IUDA (SA)

City of Industry | FY 2025/26 Proposed Budget

**SUCCESSOR AGENCY
PROPOSED ANNUAL BUDGET**

REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2023-24	AMENDED BUDGET 2023-24	ACTUAL 2023-24	ADOPTED BUDGET 2024-25	AMENDED BUDGET 2024-25	ACTUAL 3/31/2025	PROPOSED BUDGET 2025-2026
SUCCESSOR AGENCY							
ADMINISTRATION - 220	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
PROJECT AREA # 1 - 221	2,000	2,000	255	-	-	81	-
PROJECT AREA #2 - 222	14,825,000	14,825,000	41,673,585	29,532,000	29,532,000	30,077,672	31,018,000
PROJECT AREA # 3 - 223	-	-	-	-	-	-	-
LAND - 231	503,000	503,000	2,039,946	1,003,000	1,003,000	1,190,066	1,000,000
DEBT SERVICES / PROJECT AREA #1 - 241	-	-	128,311	-	-	-	-
DEBT SERVICES / PROJECT AREA #2 - 242	-	-	1	-	-	-	-
DEBT SERVICES / PROJECT AREA #3 - 243	-	-	1	-	-	-	-
TOTAL SUCCESSOR AGENCY	\$ 15,330,100	\$ 15,330,100	\$ 43,842,100	\$ 30,535,000	\$ 30,535,000	\$ 31,267,819	\$ 32,018,000

SUCCESSOR AGENCY
PROPOSED ANNUAL BUDGET

REVENUE SUMMARY BY FUND		ADOPTED BUDGET 2023-24	AMENDED BUDGET 2023-24	ACTUAL 2023-24	ADOPTED BUDGET 2024-25	AMENDED BUDGET 2024-25	ACTUAL 3/31/2025	PROPOSED BUDGET 2025-2026
SUCCESSOR AGENCY								
ADMINISTRATION - 220								
	BANK INTEREST INCOME	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
	SA ADMINISTRATION TOTAL	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
PROJECT AREA #1 - 221								
	BANK INTEREST INCOME	\$ 2,000	\$ 2,000	\$ 255	\$ -	\$ -	\$ 77	\$ -
	INVESTMENT INTEREST INCOME	-	-	-	-	-	4	-
	LOAN INTEREST INCOME	-	-	-	-	-	-	-
	RENTAL INCOME	-	-	-	-	-	-	-
	OTHER INCOME	-	-	-	-	-	-	-
	PROJECT AREA # 1 TOTAL	\$ 2,000	\$ 2,000	\$ 255	\$ -	\$ -	\$ 81	\$ -
PROJECT AREA #2 - 222								
	BANK INTEREST INCOME	\$ -	\$ -	\$ 3,631,340	\$ -	\$ -	\$ 3,792,136	\$ 600,000
	INVESTMENT INTEREST INCOME	-	-	394,745	-	-	-	-
	RENTAL INCOME	14,825,000	14,825,000	37,647,500	29,532,000	29,532,000	22,065,698	30,418,000
	OTHER INCOME	-	-	-	-	-	4,219,838	-
	PROJECT AREA #2 TOTAL	\$ 14,825,000	\$ 14,825,000	\$ 41,673,585	\$ 29,532,000	\$ 29,532,000	\$ 30,077,672	\$ 31,018,000
PROJECT AREA #3 - 223								
	INVESTMENT INTEREST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PROJECT AREA #3 TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LAND - 231								
	BANK INTEREST INCOME	\$ 500,000	\$ 500,000	\$ 2,001,295	\$ 1,000,000	\$ 1,000,000	\$ 1,022,857	\$ 1,000,000
	INVESTMENT INTEREST INCOME	3,000	3,000	13,933	3,000	3,000	167,209	-
	OTHER INCOME	-	-	24,718	-	-	-	-
	LAND TOTAL	\$ 503,000	\$ 503,000	\$ 2,039,946	\$ 1,003,000	\$ 1,003,000	\$ 1,190,066	\$ 1,000,000
RPTTF - 240								
	Property Tax Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Property Tax Trust Fund - Move to Project Area	-	-	-	-	-	-	-
	RPTTF TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEBT SERVICE PROJECT AREA #1								
	PROPERTY TAX TRUST FUND - PROJECT 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	US BANK INTEREST INCOME	-	-	128,311	-	-	-	-
	DEBT SERVICE PROJECT AREA #1 TOTAL	\$ -	\$ -	\$ 128,311	\$ -	\$ -	\$ -	\$ -
DEBT SERVICE PROJECT AREA #2								
	PROPERTY TAX TRUST FUND - PROJECT 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	US BANK INTEREST INCOME	-	-	1	-	-	-	-
	DEBT SERVICE PROJECT AREA #2 TOTAL	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -
DEBT SERVICE PROJECT AREA #3								
	PROPERTY TAX TRUST FUND - PROJECT 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	US BANK INTEREST INCOME	-	-	1	-	-	-	-
	DEBT SERVICE PROJECT AREA #3 TOTAL	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -
	TOTAL SUCCESSOR AGENCY	\$ 15,330,100	\$ 15,330,100	\$ 43,842,100	\$ 30,535,000	\$ 30,535,000	\$ 31,267,819	\$ 32,018,000

SUCCESSOR AGENCY
PROPOSED ANNUAL BUDGET

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2023-24	AMENDED BUDGET 2023-24	ACTUAL 2023-24	ADOPTED BUDGET 2024-25	AMENDED BUDGET 2024-25	ACTUAL 3/31/2025	PROPOSED BUDGET 2025-2026
FUND 220								
5432	SA IUDA ADMINISTRATION EXPENSES	\$ 523,000	\$ 523,000	\$ 522,408	\$ 14,000	\$ 14,000	\$ 13,060	\$ 14,000
	SA ADMINSTATION TOTAL	<u>\$ 523,000</u>	<u>\$ 523,000</u>	<u>\$ 522,408</u>	<u>\$ 14,000</u>	<u>\$ 14,000</u>	<u>\$ 13,060</u>	<u>\$ 14,000</u>
FUND 222								
5100	ADMINISTRATIVE COSTS							
5120.01	PROFESSIONAL SERVICES	\$ -	\$ -	\$ 127,781	\$ -	\$ -	\$ 16,689	\$ -
5130	PLANNING, SURVEY AND DESIGN			461,391			524,549	
5200	PROJECT IMPROVEMENT COSTS	28,443,100	28,443,100	5,800,857	40,425,700	40,425,700	5,010,567	33,568,000
5640	ADVERTISING AND PRINTING						2,278	
5730.02	UTILITIES - WATER	240,000	240,000	156,659	240,000	240,000	56,978	
5730.03	UTILITIES - ELECTRIC			2,924			10,168	
5900	GENERAL ENGINEERING			1,248,133			558,565	
8510	PROPERTY MAINTENANCE			3,484			3,727	
	PROJECT AREA #2 TOTAL	<u>\$ 28,683,100</u>	<u>\$ 28,683,100</u>	<u>\$ 7,801,228</u>	<u>\$ 40,665,700</u>	<u>\$ 40,665,700</u>	<u>\$ 6,183,520</u>	<u>\$ 33,568,000</u>
FUND 241								
9470.01	2015 A PROJ # 1 TAX ALLOC REV REFUNDING BOND TAXABLE-PRINCIPAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9470.02	2015 A PROJ # 1 TAX ALLOC REV REFUNDING BOND TAXABLE-INTEREST							
	DEBT SERVICE PROJECT AREA #1 TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
FUND 242								
9470.02	2015 A PROJ # 2 TAX ALLOC REV REFUNDING BOND TAX EXEMP-PRINCIPAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9470.03	2015 B PROJ # 2 TAX ALLOC REV REFUNDING BOND TAXABLE -PRINCIPAL							
9471.02	2015 A PROJ # 2 TAX ALLOC REV REFUNDING BOND TAX EXEMP-INTEREST							
9471.03	2015 B PROJ # 2 TAX ALLOC REV REFUNDING BOND TAXABLE -INTEREST							
	DEBT SERVICE PROJECT AREA #2 TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
FUND 243								
9470.05	2015 A PROJ # 3 TAX ALLOC REV REFUNDING BOND TAX EXEMP-PRINCIPAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9470.06	2015 B PROJ # 3 TAX ALLOC REV REFUNDING BOND TAXABLE -PRINCIPAL							
9741.05	2015 A PROJ # 3 TAX ALLOC REV REFUNDING BOND TAX EXEMP-INTEREST							
9471.06	2015 B PROJ # 3 TAX ALLOC REV REFUNDING BOND TAXABLE -INTEREST							
	DEBT SERVICE PROJECT AREA #3 TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL SUCCESSOR AGENCY		<u>\$ 29,206,100</u>	<u>\$ 29,206,100</u>	<u>\$ 8,323,636</u>	<u>\$ 40,679,700</u>	<u>\$ 40,679,700</u>	<u>\$ 6,196,580</u>	<u>\$ 33,582,000</u>

ITEM NO. 6.5



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

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Director of Public Works
Dev Birla, Contract Electric Utility Director

DATE: June 26, 2025

SUBJECT: Consideration of a Professional Services Agreement with The Dry Utility Group Inc. for electrical utility design and engineering service for the Industry Business Center, in an amount not-to-exceed \$300,000.00, through June 30, 2028

Background:

Since July 2013, Butsko Utility Services, and subsequently NV5, which acquired Butsko Utility Services in 2018, have been providing the Successor Agency to Industry Urban-Development Agency ("Agency") with electric utility engineering services for the Industry Business Center development ("IBC"). The scope of this engineering work included development of an electric master plan for Industry Public Utilities ("IPU"), distribution system studies, detailed electrical distribution and streetlight design at IBC east and IBC west, and to provide other construction support on the projects as required. Due to recent staffing changes at NV5, Staff recommends a new consultant provide these services moving forward.

Discussion:

Several former Butsko Utility Services employees are now with The Dry Utility Group Inc. ("T-DUG") and are familiar with the history and design of the IPU system at IBC east and west. Design for the electrical services for IBC east building 3 and IBC west buildings 7 to 10, including pad mounted transformers and connections to the backbone 12,000-volt distribution feeders and to the electrical service panels of each building, still remains to be completed. Currently, the design of the transformer and connection for IBC building 10 is required. Staff recommends approving a Professional Services Agreement with T-Dug, in an amount not-to-exceed \$300,000.00 and through June 30, 2028.

Fiscal Impact:

The fiscal impact is \$300,000.00 over three years. In the approved Recognized Obligation Payment Schedule 2025-2026, \$200,000.00 is approved under Line Item 223.

Recommendation:

Staff recommends that the Agency Board approve the Agreement with The Dry Utility Group Inc.

Exhibits:

1. Professional Services Agreement with The Dry Utility Group Inc. dated June 26, 2025

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of June 26, 2025 (“Effective Date”), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“Agency”) and The Dry Utility Group, Inc., a California corporation, (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2028 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Thousand Dollars (\$300,000.00) 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 other than for 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.

(c) Consultant shall indemnify, defend and hold harmless, the City, 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 contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 9 (c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

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 Mayor Dave Way City of Industry, CA 91744 Attention: Executive Director
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, Agency Counsel
To Consultant:	The Dry Utility Group 137 E.11 th Avenue Escondido, CA 92025 Attention: Abrhil Arvizu

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“AGENCY”

Successor Agency to the Industry
Urban-Development Agency

“CONSULTANT”

The Dry Utilities Group, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Abrhil Arvizu, President

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

Approved as to form:

By: _____
James M. Casso, Agency Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform utility engineering services, which shall include, but are not limited to, the following:

Electrical Master Utility Plan

- Prepare preliminary electric master utility plan for review and comments
- Prepare detailed master utility plan for review and comments
- Prepare final master utility plan for records
- Engineer's Stamp and sign as required

Electrical Substructure Design

- Prepare preliminary electrical substructure plans for review with customers and Agency representatives
- Prepare detailed electrical substructure plans for review and comments
- Prepare final substructure plans for construction and Bill of Material
- Engineer's Stamp and sign plans and issue for construction with Bill of Material and Cost Estimate

Electrical Cable and Equipment Design

- Prepare preliminary electrical cable and equipment plans for review with customers and Agency representatives
- Prepare detailed electrical cable and equipment plans for review and comments
- Prepare final cable and equipment plans for construction and Bill of Material
- Engineer's Stamp and sign plans and issue for construction with Bill of Material and Cost Estimate

Preparation of Circuit Operating Maps

- Prepare preliminary circuit operating maps
- Prepare final circuit operating maps
- Prepare as-built circuit operating maps

Construction Documents and Bid Support

- Attend remote and in-person meetings on site as required
- Prepare construction documents for bidding as required

- Response to Bid questions and RFIs and assistance in addendums as required

Construction support as required

- Review Submittals
- Response to RFIs and Contractor's change orders
- Attend meetings as required

Projects and Field Meetings as required

- Attend design and field meetings as required

EXHIBIT B
RATE SCHEDULE

Title	2025
Senior Project Manager/Field Engineer	\$200.00
Senior Designer	\$190.00
Project Manager 1	\$160.00
Inspector	\$145.00
Project Coordinator	\$130.00
Auto CAD Drafter	\$130.00

Reimbursement of actual expenses for all photocopy and postage, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement. Reimbursement for mileage under current IRS Rules.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 6.6



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

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Director of Public Works
Sean Calvillo, Director of Operations

DATE: June 26, 2025

SUBJECT: Consideration of Amendment No. 4 to the Professional Services Agreement with Verdantas, Inc. formerly known as Leighton Consulting, Inc. for the Industry East and Industry Business Center Traffic Mitigation projects (MP 99-31 #16/#65)

Background:

On March 22, 2018, the Successor Agency (“Agency”) approved a Professional Services Agreement (“Agreement”) with Leighton Consulting, Inc. (“Leighton”). Leighton was retained to provide geotechnical services for the Industry Business Center (“IBC”) and traffic mitigation projects. The Environmental Impact Reports for the Industry East and Industry Business Center identified several improvement projects to be completed and located in the surrounding jurisdictions and within the City. The scope of work includes geotechnical investigations, review of plans, pavement design reports, pavement recommendations, construction services such as observation and testing and materials services during the design phase, observation and materials testing during the construction phase. On March 26, 2020, the Agency approved Amendment No.1, extending the term through June 30, 2022, revising the address for the Agency’s General Counsel, and amending the Rate Schedule to reflect Consultant’s then current rates. On March 9, 2023, the Agency approved Amendment No. 2 extending the term through June 30, 2024, revising the rate schedule, revising the address for the Successor Agency, and including language requiring indemnity specific to independent contractors. On May 23, 2024, the Agency approved Amendment No. 3 extending the term through June 30, 2027, and increasing compensation by \$400,000.00.

Discussion:

Leighton Consulting, Inc. was acquired by Verdantas Inc. in March of 2023, and effective May 30, 2024, Leighton Consulting’s name was changed to Verdantas Inc. Leighton has provided reliable geotechnical services for the City and the Successor Agency for many years, working on a variety of projects and it is expected that Verdantas will continue the service.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendation:

It is recommended that the Agency Board approve Amendment No. 4 to the Professional Services Agreement with Verdantas Inc.

Exhibits:

1. Amendment No. 4 to Professional Services Agreement with Verdantas Inc., dated June 26, 2025

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT WITH VERDANTAS, INC.**

This Amendment No. 4 to the Professional Services Agreement (“Agreement”), is made and entered into this 26th day of June, 2025, by and between the Successor Agency to the Industry Urban-Development Agency, a public agency (“Agency”) and Verdantas Inc., a California Corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 22, 2018, the Agreement was entered into between the Agency and Leighton Consulting, Inc. to provide geotechnical services related to the Industry Business Center’s and Industry East’s traffic mitigation projects, as identified in the respective Environmental Impact Reports (“EIR”); and

WHEREAS, on or about March 22, 2020, Amendment No. 1 was approved extending the term through June 30, 2022, revising the rate schedule to reflect Leighton Consulting, Inc.’s current rates, updating the address for the General Counsel; and

WHEREAS, on or about March 9, 2023, Amendment No. 2 was approved extending the term through June 30, 2024, revising the rate schedule to reflect Leighton Consulting, Inc.’s current rates, updating the address for the Agency, and to include language requiring indemnity specific to independent contractors; and

WHEREAS, on or about May 23, 2024, Amendment No. 3 was approved extending the term through June 30, 2027 and increasing compensation by \$400,000.00 to continue providing geotechnical services; and

WHEREAS, in March 2023, Leighton Consulting, Inc. was acquired by Consultant. Effective May 30, 2024, Leighton Consulting, Inc. changed its name to Verdantas Inc.; and

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

AMENDMENT

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

Effective as of May 30, 2024, in all instances throughout this Agreement, the term “Leighton Consulting, Inc.” shall mean “Verdantas Inc.,” a California corporation.

15. Notices

Section 15 is hereby revised with current address of the Consultant as follows:

If to Consultant:

Verdantas, Inc.
2600 Michelson Drive, Suite 400
Irvine, CA 92612

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 have executed this Amendment No. 4 to the Agreement as of the Effective Date.

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

**“CONSULTANT”
VERDANTAS INC.**

By: _____
Joshua Nelson, Executive Director

By: _____
Jason Hertzberg, PE, GE
Department Leader

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

**EXHIBIT A TO AMENDMENT NO. 4:
PROFESSIONAL SERVICES AGREEMENT WITH VERDANTAS INC. (DATED
MARCH 22, 2018)**

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

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 22, 2018 ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and Leighton Consulting, Inc., a California Corporation ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Fifteen Thousand, Five Hundred and Four Dollars (\$315,504.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is the subject of the approved ROPS, provide any services that requires compensation under this Agreement in an amount which

exceeds the amount approved under the applicable line item, based on the hourly rates set forth in Exhibit B attached hereto and incorporated herein by this reference. The initial budget amount for the ROPs 18-19A period (July 1, 2018 through June 30, 2019) for \$200,000 has been submitted for approval. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of \$315,504 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

(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, Suite 100
City of Industry, CA 91744
Attention: Executive Director

With a Copy To: James M. Casso, General Counsel
P.O. Box 4131
West Covina, CA 91791

To Consultant: Leighton Consulting, Inc.
17781 Cowan
Irvine, CA 92614
Attn: Mr. Philip Buchiarelli

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"

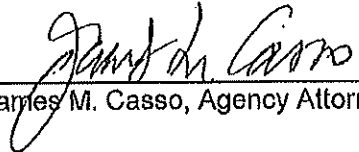
**Successor Agency to the Industry
Urban-Development Agency**

By: 
Mark D. Radecki, Chairman

Attest:


By: 
Diane M. Schlichting, Agency Secretary

Approved as to form:

By: 
James M. Casso, Agency Attorney

"CONSULTANT"

LEIGHTON CONSULTING, INC.

By:  3/19/2018
THOMAS C. BENSON, JR., PRESIDENT/CFO

By: _____

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

The Successor Agency to the Industry Urban-Development Agency (SA-IUDA) has various traffic mitigations required in the EIRs for Industry East and Industry Business Center in the jurisdictions surrounding and within the City of Industry. These are primarily intersection and roadway widenings. The scope includes all geotechnical services that may be required for those purposes including, but not limited to:

- Geotechnical exploration and investigation for design of new streets and other improvements
- Geotechnical review of plans and pavement design reports and plans
- Development of pavement design recommendations and recommendations for other improvements.
- Review condition of existing pavement, provide recommendations for pavement improvement
- Geotechnical services during grading and construction including observation and testing during overexcavation, subgrade preparation, placement of aggregate base and placement of asphaltic concrete, and during construction of other structures and improvements
- Materials testing of asphalt, concrete, and other materials used in construction

EXHIBIT B
RATE SCHEDULE



Leighton

2017 PROFESSIONAL FEE SCHEDULE

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I	81	Project Administrator/Word Processor/Dispatcher	76
Technician II / Special Inspector	90	Information Specialist	105
Senior Technician / Senior Special Inspector	100	CAD Operator	114
Prevailing Wage (field soils / materials tester) *	115	GIS Specialist	133
Prevailing Wage (Special Inspector) *	125	Staff Engineer / Geologist / Scientist	138
Prevailing Wage (Source Inspector, NDT, and Soil Remediation O&M) *	138	Senior Staff Engineer / Geologist / Scientist / ASMR	147
System Operation & Maintenance (O&M) Specialist	133	Operations / Laboratory Manager	166
Non Destructive Testing (NDT)	138	Project Engineer / Geologist / Scientist	166
Deputy Inspector	135	Senior Project Engineer / Geologist / Scientist / SMR	185
Field / Laboratory Supervisor	133	Associate	204
Source Inspector I	128	Principal	223
Source Inspector II	133	Senior Principal	261
Source Inspector III	138		

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		California Bearing Ratio (CBR, ASTM D1883):	
Photograph of sample	10	- 3 point	500
Moisture content (ASTM D2216)	20	- 1 point	185
Moisture & density (ASTM D2937) ring samples	30	R-Value (CTM 301) untreated	310
Moisture & density (ASTM D2937) Shelby tube or cutting	40	R-Value (CTM 301) lime or cement treated soils	340
Atterberg limits (ASTM D4318) 3 points:	150	SOIL CHEMISTRY & CORROSIONITY	
- Single point, non-plastic	85	pH Method A (ASTM 4972 or CTM 643)	45
- Atterberg limits (organic ASTM D2487 / 4318)	180	Electrical resistivity - single point - as received moisture	45
- Visual classification as non-plastic (ASTM D 2488)	10	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
Particle size:		pH + minimum resistivity (CTM 643)	130
- Sieve only 1 1/2 inch to #200, (ASTM D6913/CTM 202)	135	Sulfate content - gravimetric (CTM 417 B Part II)	70
- Large sieve - 6 inch to #200 (ASTM D6913/CTM 202)	175	Sulfate screen (Hach®)	30
- Hydrometer only (ASTM D422)	110	Chloride content (AASHTO T291/CTM 422)	70
- Sieve + hydrometer (≤3" sieve, ASTM D422)	185	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
- Percent passing #200 sieve, wash only (ASTM D1140)	70	Organic matter content (ASTM 2974)	65
Specific gravity-line (passing #4, ASTM D854/CTM 207)	125	SHEAR STRENGTH	
Specific gravity-coarse (ASTM C127/CTM 206) > #4 retained:	100	Pocket penetrometer	15
- Total porosity - on Shelby tube samples (calculated from density & specific gravity)	165	Direct shear (ASTM D3080, mod., 3 points):	
- Total porosity - on other samples	155	- Consolidated undrained - 0.05 inch/min (CU)	285
Shrinkage limits (wax method, ASTM D4943)	126	- Consolidated drained - <0.05 inch/min (CD)	345
Pinhole dispersion (ASTM D4647)	210	- Residual shear EM 1110-2-1906-1XA	50
Dispersive characteristics (double hydrometer ASTM D4221)	90	(price per each additional pass after shear)	
As-received moisture & density (chunk/carved samples)	60	Remolding or hand trimming of specimens (3 points)	90
Sand Equivalent (SE, ASTM D2419/CTM 217)	105	Oriented or block hand trimming (per hour)	66
COMPACTION & PAVEMENT SUBGRADE TESTS		Single point shear	105
Standard Proctor compaction, (ASTM D698) 4 points:		Torsional shear (ASTM D6467 / ASTM D7608)	820
- 4 inch diameter mold (Methods A & B)	160	CONSOLIDATION & EXPANSION/SWELL TESTS	
- 6 inch diameter mold (Method C)	215	Consolidation (ASTM D2436):	195
Modified Proctor compaction (ASTM D1557) 4 points:		- Each additional time curve	45
- 4 inch diameter mold (Methods A & B)	220	- Each additional load/unload w/o time reading	40
- 6 inch diameter mold (Method C)	245	Expansion index (EI, ASTM D4829)	130
Check point (per point)	65	Swell/collapse - Method A (ASTM D4546-A, up to 10 load/unloads w/o time curves)	290
Relative compaction of untreated/treated soils/aggregates (CTM 216)	250	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & unload only)	105
Relative density (0.1 ft mold, ASTM D4253, D4254)	235		

METHOD	\$/TEST	METHOD	\$/TEST
TRIAxIAL TESTS		HYDRAULIC CONDUCTIVITY TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135	Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C):	310
Unconsolidated undrained triaxial compression test on cohesive soils (USACE Q test, ASTM D2850, per confining stress)	170	- Each additional effective stress	120
Consolidated undrained triaxial compression test for cohesive soils, (ASTM D4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	- Hand trimming of soil samples for horizontal K	60
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):		Remolding of test specimens	65
- Sand or silty sand soils (per confining stress)	375	Permeability of granular soils (ASTM D2434)	135
- Silt or clayey sand soils (per confining stress)	500	SOIL-CEMENT	
- Clay soils (per confining stress)	705	Moisture-density curve for soil-cement mixtures (ASTM D558)	240
- Three-stage triaxial (sand or silty sand soils)	655	Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
- Three-stage triaxial (silt or clayey sand soils)	875	Compressive strength of molded soil-cement cylinders (ASTM D1633) per cylinder ¹	60
- Three-stage triaxial (clay soils)	1,235	Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235
Remolding of test specimens	65	¹ Compaction (ASTM D558 maximum density) should also be performed - not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

SAMPLE TRANSPORT	\$/TRIP	METHOD	\$/TEST
Pick-up & delivery (weekdays, per trip, <60 mile radius from Leighton office)	90	Maximum density - Hveem (CTM 308)	200
METHOD	\$/TEST	Theoretical maximum density and specific gravity of HMA (CTM 309/AASHTO T209)	130
CONCRETE STRENGTH CHARACTERISTICS		Thickness or height of compacted bituminous paving mixture specimens (ASTM 3549)	40
Concrete cylinders compression (ASTM C39) (6" x 12")	25	Rubberized asphalt (add to above rates)	+ 25%
Concrete cylinders compression (ASTM C39) (4" x 8")	22	AGGREGATE PROPERTIES	
Compression, concrete or masonry cores (testing only) sub F-ch (ASTM C12)	40	Sieve analysis (fine & coarse aggregate, ASTM C136/ CTM 202) with finer than #200 wash (ASTM C117)	135
Trimming concrete cores (per core)	20	LA Rattler-smaller coarse aggregate <1.5" (ASTM C131/ AASHTO T90)	200
Flexural strength of concrete (simple beam with 3rd pt. loading, ASTM C78/CTM 523)	85	LA Rattler-larger coarse aggregate 1-3" (ASTM C535)	250
Flexural strength of concrete (simple beam with center pt. loading, ASTM 293/CTM 523)	85	Durability Index (DI, CTM 229)	200
Non shrink krate cubes (2 inch, ASTM C109/C1107)	25	Cleanliness value of coarse aggregate (CTM 227)	210
Drying shrinkage (four readings, up to 90 days, 3 bars, ASTM C157)	400	Unit weight of aggregate (CTM 212)	50
HOT MIX ASPHALT (HMA)		Soundness, magnesium (ASTM C88)	225
Compacted AC Resistance to Moist Damage (AASHTO T283)	2,100	Soundness, sodium	650
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900	Uncompacted void content - fine aggregate (CTM 234/AASHTO T304)	130
Gyratory Compaction (AASHTO T312)	350	Flat & elongated particles in coarse aggregate (CTM 235/AASHTO D4791)	215
Extraction by Ignition oven, percent asphalt (ASTM D8307/CTM 382/AASHTO T308)	150	Percent of crushed particles (CTM 205/AASHTO T335)	135
Ignition oven correction/correlation values	quote	Organic Impurities in concrete sand (CTM 213)	60
Extraction by centrifuge, percent asphalt (ASTM D2172)	150	Specific gravity - coarse aggregate (CTM 206)	100
Gradation of extracted aggregate (ASTM D5444/CTM 202)	135	Specific gravity - fine aggregate (CTM 207)	125
Stabilometer value (CTM 386)	265	Sand Equivalent (SE, CTM 217/AASHTO T176)	105
Bituminous mixture preparation (CTM 304)	80	Apparent specific gravity of fine aggregate (CTM 208)	130
Moisture content of asphalt (CTM 370)	60	Moisture content of aggregates by oven drying (CTM 226/AASHTO T255)	40
Bulk specific gravity - molded specimen or cores (ASTM D1188/CTM 308/AASHTO T275)	65	Clay lumps, friable particles (ASTM C142)	175

METHOD	\$/TEST	METHOD	\$/TEST
MASONRY		SLAB-ON-GRADE MOISTURE EMISSION KIT	
Mortar cylinders (2" by 4", ASTM C780)	25	Moisture test kit (excludes labor to perform test, ASTM E1907)	60
Grout prisms (3" by 6", ASTM C1019)	25	REINFORCING STEEL	
Masonry cores compression, ≤6" diameter (testing only, ASTM C42)	40	Rebar tensile test, ≤ up to No. 10 (ASTM A370)	45
CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)	45	Rebar tensile test, ≥No. 11 & over (ASTM A370)	100
CMU moisture content, absorption & unit weight (3 required, ASTM C140)	40	Rebar bend test, up to No. 11 (ASTM A370)	45
CMU linear drying shrinkage (ASTM C416)	175	Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775)	45
CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM E 447 C1314)	180	Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)	65
CMU grouted prisms (compression test > 8" x 8" x 16", ASTM E 447 C1314)	250	Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775)	45
Masonry core-shear, Title 24 (test only)	70	STEEL	
BRICK		Tensile strength, ≤100,000 pounds axial load (ASTM A370)	45
Compression (cost for each, 5 required, ASTM C67)	40	Prestressing wire, tension (ASTM A416)	150
		Sample preparation (cutting)	50
		SPRAY APPLIED FIREPROOFING	
		Unit weight (density, ASTM E605)	60

EQUIPMENT, SUPPLIES & MATERIALS

	\$/UNIT		\$/UNIT
Dynamic Core Petrameter	400 Day	Manometer	25 day
Particulate Monitor	125 day	Mileage (IRS Allowable)	0.535 mile
1/4 inch Grab plates	5 each	Nuclear moisture and density gauge	88 day
1/4 inch Tubing (bonded)	0.55 foot	Pachometer	25 day
1/4 inch Tubing (single)	0.35 foot	pH/Conductivity/Temperature meter	55 day
3/8 inch Tubing, clear vinyl	0.55 foot	Photo-Ionization Detector (PID)	120 day
4-Gas meter (RKL Eagle or similar)/GEM 2000	130 day	Pump, Typhoon 2 or 4 stage	50 day
Air flow meter and purge pump (200 cchmin)	50 day	QED bladder pump w/QED control box	160 day
Box of 24 soil drive-sample rings	120 box	Resistivity field meter & pins	50 day
Brass sample tubes	10 each	Slip / Threaded Cap, 2-inch or 4-inch diameter, PVC Schedule 40	15 each
Caution tape (1000-foot roll)	20 each	Slope inclinometer	200 day
Combination lock or padlock	11 each	Soil sampling T-handle (Encore)	10 day
Compressed air tank and regulator	50 day	Soil sampling tripod	35 day
Concrete coring machine (≤6-inch-dia)	150 day	Stainless steel bailer	40 day
Consumables (gloves, rope, soap, tape, etc.)	35 day	Submersible pump, 10 gpm, high powered Grundfos 2 inch with controller	160 day
Core sample boxes	11 each	Submersible pump/transfer pump, 10-25 gpm	50 day
Crack monitor	25 each	Survey/fence stakes	8 each
Cutoff saws, reciprocating, electric (Saws All)	75 day	Tedlar® bags	18 each
Disposable bailers	12 each	Traffic cones (≤25)/barricades (single lane)	50 day
Disposable bladders	10 each	Turbidity meter	70 day
Dissolved oxygen meter	45 day	Tyvek® suit (each)	18 each
DOT 55-gallon containment drum with lid	65 each	Vapor sampling box	55 day
Double-ring Infiltrometer	125 day	Vehicle usage	15 hour
Dual-stage Interface probe	80 day	VelociCalc	35 day
Generator, portable gasoline fueled, 3,500 watts	90 day	Visqueen (20 x 100 feet)	100 roll
Global Positioning System/Laser Range Finder	80 day	Water level indicator (electronic well sounder) <300 feet deep well	60 day
Hand auger set	90 day	Support service truck usage	200 day
HDPE safety fence (≤100 feet)	40 roll	ZIPLEVEL®	15 day
Horiba U-51 water quality meter	135 day		
Magnahelic gauge	15 day		

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

TERMS & CONDITIONS

- **Expiration:** For all classifications except those subject to prevailing wage, this fee schedule is effective through December 31, 2017 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are subject to change at any time based upon the project advertised date, and changes in California prevailing wage laws or wage rates. Prevailing wage time accrued will include portal to portal travel time. Prevailing wage rates are subject to increase after June 30, 2017.
- **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on California official holidays.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or Material Testing Services:
 - 4 hours: 4-hour minimum charge up to the first four hours of work
 - 8 hours: 8-hour minimum charge for over four hours of work, up to eight hours
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 6.7



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

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Director of Public Works
Sean Calvillo, Director of Operations

DATE: June 26, 2025

SUBJECT: Consideration of Amendment No. 8 to the Agreement for Consulting Services with Verdantas Inc., formerly known as Leighton Consulting, Inc. for the Diamond Bar Creek Restoration Project (MP 99-31 #26)

Background:

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

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

On March 23, 2017, the Agency approved Amendment No. 2, extending the term of the Agreement through April 24, 2020; on January 23, 2020, the Agency approved Amendment No. 3 extending the term through June 30, 2022; and on February 27, 2020, the Agency approved Amendment No. 4 revising the Rate Schedule. On May 26, 2022 the Agency approved Amendment No. 5 extending the term through June 30, 2023, revising the rate schedule, revising indemnity provisions, and revising the address for the Agency. On June 22, 2023, the Agency approved Amendment No. 6 extending the term through June 30, 2025, and revising the address for Leighton. On January 23, 2025, the Agency approved Amendment No. 7 extending

the term through June 30, 2027, and revising the rate schedule.

Discussion:

Leighton Consulting, Inc. was acquired by Verdantas Inc. in March of 2023, and effective May 30, 2024, Leighton Consulting's name was changed to Verdantas Inc. Verdantas has provided reliable geotechnical services for the City and the Successor Agency for many years, working on a variety of projects.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendation:

Staff recommends that the Agency Board approve Amendment No. 8 to the Agreement for Consulting Services with Verdantas Inc.

Exhibits:

1. Amendment No. 8 to Agreement for Consulting Services with Verdantas Inc., dated June 26, 2025

**AMENDMENT NO. 8
TO AGREEMENT FOR CONSULTING SERVICES WITH
VERDANTAS INC.**

This Amendment No. 8 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of June 2025, by and between the Successor Agency to the Industry Urban-Development Agency, a public body, (“Agency”) and Verdantas Inc., a California corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

WHEREAS, on or about January 25, 2016, the Agency approved Amendment No. 1, increasing compensation by \$100,000.00, for continued geotechnical services and materials testing for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction due to unforeseen conditions that occurred during the Phase 2 portion of the project; and

WHEREAS, on or about March 23, 2017, the Agency approved Amendment No. 2, extending the term through April 24, 2020; and

WHEREAS, on or about January 23, 2020, the Agency approved Amendment No. 3, extending the term through June 30, 2022; and

WHEREAS, on or about February 27, 2020, the Agency approved Amendment No. 4, to revise the Rate Schedule; and

WHEREAS, on or about May 26, 2022, the Agency approved Amendment No. 5, to extend the term through June 30, 2023, revise the rate schedule, revise indemnity provisions, and revise the address for the Agency; and

WHEREAS, on or about June 22, 2023, the Agency approved Amendment No. 6, to extend the term through June 30, 2025, and revise the address for Leighton Consulting, Inc.; and

WHEREAS, on or about January 23, 2025, the Agency approved Amendment No. 7, to extend the term through June 30, 2027, and revise the rate schedule; and

WHEREAS, in March 2023, Leighton Consulting, Inc. was acquired by Consultant. Effective May 30, 2024, Leighton Consulting, Inc. changed its name to Verdantas Inc.; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 8, 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:

Effective as of May 30, 2024, in all instances throughout this Agreement, the term “Leighton Consulting, Inc.” shall mean “Verdantas Inc.,” a California corporation.

15. Notices

Section 15 is hereby revised with current address of Consultant as follows:

If to Consultant:

Verdantas Inc.
2600 Michelson Drive, Suite 400
Irvine, CA 92612

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 have executed this Amendment No. 8 to the Agreement as of the Effective Date.

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

**“CONSULTANT”
VERDANTAS INC.**

By: _____
Joshua Nelson, Executive Director

By: _____
Jason Hertzberg, Department Leader

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

**EXHIBIT A TO AMENDMENT NO. 8:
AGREEMENT FOR CONSULTING SERVICES WITH VERDANTAS INC. (DATED
APRIL 24, 2013)**

AGREEMENT FOR CONSULTING SERVICES

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

RECITALS

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

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

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

1. Consultant's Services.

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

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

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

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

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

2. Agency Representative.

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

3. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until April 24, 2017 unless sooner terminated as provided in Section 4 herein.

4. Termination.

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

5. Compensation.

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

11. Independent Contractor.

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

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

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant hereby agrees to indemnify and hold harmless the Agency their respective officers, agents, representatives, consultants, shareholders, elected and appointed officials, employees, volunteers, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Consultant or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or their respective officers, agents, servants or employees or Consultant's failure to perform or negligent performance of any term, provision, covenant, or condition of the Agreement, including this indemnity provision, except to the extent such claim is based solely on the gross negligence or willful misconduct of the Indemnitees. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitees' right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. Consultant shall pay Indemnitees for any attorney's fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision.

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

13. Insurance.

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

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

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

(3) Professional liability insurance or errors and omissions liability insurance to cover or partially cover damages that may be the result of errors, omission, or negligent acts of the Consultant and "Covered Professional Services" as designated in policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and \$3,000,000 aggregate. The policy must "pay on behalf of" the insured.

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

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

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

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

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

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

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

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

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With a copy to:

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

If to Consultant:

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

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

17. Conflicts of Interest

Consultant and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Section §1000, *et. seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Executive Director, perform work for another
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person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant agrees that a clause substantially similar to this section shall be incorporated into any sub-agreement, which Consultant executes in connection with the performance of this Agreement.

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

21. Reliance on Reports.

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

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22. Discrimination and Equal Employment Opportunity.

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

23. No Assignment.

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

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

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

25. Attorneys' Fees.

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

26. Rights and Remedies are Cumulative.

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

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27. Legal Action.

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

28. Time Is Of The Essence.

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

29. Exhibits; Precedence.

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

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

31. Entire Agreement and Amendments.

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

32. Severability.

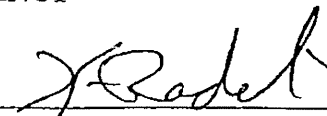
Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue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

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

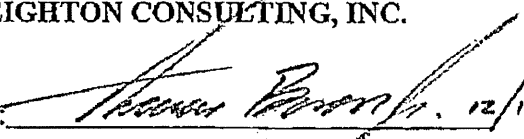
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WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY

By: 
Kevin Radecki, Executive Director

CONSULTANT:
LEIGHTON CONSULTING, INC.

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

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EXHIBIT A
Scope of Services



EXHIBIT "A"

Leighton Consulting, Inc
A LEIGHTON GROUP COMPANY

December 3, 2012

Proposal No. RC12-052

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

Attention: Mr. Josh Nelson

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

Introduction

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

Proposed Scope of Work - Phase 2

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

EXHIBIT "A"

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

We propose the following scope of work:

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



EXHIBIT "A"

Proposed Scope of Work - Phase 3

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

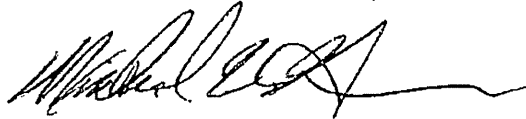
Fee Estimate

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

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

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Michael E. Grace
Field Operations Manager

MG/rsm

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

Distribution: (2) Addressee

Accepted by: _____

Date: _____



Leighton

EXHIBIT "A"

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

Diamond Bar Creek Restoration Phase 2

Field Meetings

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

Field Services*

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

Project Management & QA/QC

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

Laboratory Testing**

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

Laboratory Materials Testing**

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

Report Preparation

Preparation of One Final Report			\$9,070
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Total Estimated Fee Phase 2: \$220,000

Future Highwater Bypass Grading Phase 3 Estimated Fee Phase 3: \$100,000

Total Estimated Fee: \$320,000

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

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



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EXHIBIT B

Project Timeline

Start date: April 24, 2013

Estimated end of construction: June 30, 2017

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

EXHIBIT C
Professional Fee Schedule
Hourly Rates



EXHIBIT "C"

Leighton

PROFESSIONAL FEE SCHEDULE 2012

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Non-Destructive Testing (NDT) (ANSI)	95	Senior Staff Engineer/Geologist/Scientist	140
Prevailing Wage (Soil Field Technician)*	105	Operations/Laboratory Manager	160
Remediation System Operation & Maintenance Specialist	105	Project Engineer/Geologist/Scientist	160
Materials Inspection Manager/Deputy Grading Inspector	110	Senior Project Engineer/Geologist/Scientist Associate	180
Field/Laboratory Supervisor	125	Principal	200
Staff Engineer/Geologist/Scientist	125	Senior Principal	215
		Project Administrator /Word Processor	260
		Information Specialist	78
		CAD Operator	105
		GIS Specialist	110
		Vehicle usage	125
			15

GEOTECHNICAL LABORATORY TESTING

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

EXHIBIT "C"

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

CONSTRUCTION MATERIALS LABORATORY TESTING

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

EXHIBIT "C"

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

EQUIPMENT, SUPPLIES & MATERIALS

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

EXHIBIT "C"

TERMS & CONDITIONS

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

ITEM NO. 6.8



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

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Director of Public Works
Sean Calvillo, Director of Operations

DATE: June 26, 2025

SUBJECT: Consideration of Amendment No. 6 to the Agreement for Consulting Services with Verdantas Inc., formerly known as Leighton Consulting, Inc. to provide geotechnical engineering services for the Industry Business Center project (MP 99-31 #16)

Background:

On July 18, 2013, the Successor Agency ("Agency") approved an Agreement for Consulting Services with Leighton Consulting, Inc. ("Leighton"). Leighton was retained to provide geotechnical observation and testing, materials testing, and special inspection services for the Industry Business Center ("IBC") project. This work included geotechnical services during the design phase, observation and testing during the rough grading phase, and observation and testing along with materials testing during the construction phase. On January 28, 2016, the Agency approved Amendment No. 1 for a budget increase of \$1,900,000.00, due to unforeseen project conditions that required extra work. On March 26, 2020, the Agency approved Amendment No. 2 to revise the indemnity provisions, extend the term through June 30, 2022, update the address for the General Counsel, and update the rate schedule. On June 23, 2022, the Agency approved Amendment No. 3 to extend the term through June 30, 2023, revise the rate schedule, revise the indemnity provisions, and revise the address for the Agency. On June 22, 2023, the Agency approved Amendment No. 4 to extend the term through June 30, 2025, and revising the address for Leighton. On January 23, 2025, the Agency approved Amendment No. 5 extending the term through June 30, 2028, revising the rate schedule, and increasing the amount in compensation by \$200,000.00.

Discussion:

Leighton Consulting, Inc. was acquired by Verdantas Inc. in March of 2023, and effective May 30, 2024, Leighton Consulting's name was changed to Verdantas Inc. Verdantas has provided reliable geotechnical services for the City and the Successor Agency for many years, working on a variety of projects.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendation:

Staff recommends that the Agency Board approve Amendment No. 6 to the Agreement for Consulting Services with Verdantas Inc.

Exhibits:

1. Amendment No. 6 to Agreement for Consulting Services with Verdantas Inc., dated June 26, 2025

**AMENDMENT NO. 6
TO AGREEMENT FOR CONSULTING SERVICES WITH VERDANTAS INC.**

This Amendment No. 6 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of June 2025, by and between the Successor Agency to the Industry Urban-Development Agency, a public agency (“Agency”) and Verdantas Inc., a California Corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, in July of 2013, the Agreement was entered into and executed between the Agency and Leighton Consulting, Inc. to provide geotechnical observation and testing, materials testing, and special inspection services for the Industry Business Center project; and

WHEREAS, on or about January 28, 2016, Amendment No. 1 was approved, increasing compensation for an amount not-to-exceed \$4,543,123.00; and

WHEREAS, on or about March 26, 2020, Amendment No. 2 was approved, to extend the term through June 30, 2022, revise indemnity language to comply with best practices, revise the address for the General Counsel, and revise the Rate Schedule; and

WHEREAS, on or about June 23, 2022, Amendment No. 3 was approved, to extend the term through June 30, 2023, revise indemnity language to comply with best practices, revise the address for the Agency, and revise the Rate Schedule; and

WHEREAS, on or about June 22, 2023, Amendment No. 4 was approved, to extend the term through June 30, 2025 and revise the address for the Leighton Consulting, Inc.; and

WHEREAS, on or about January 23, 2025, Amendment No. 5 was approved, to extend the term through June 30, 2028 revising the rate schedule, and increasing the amount in compensation by \$200,000.00; and

WHEREAS, in March 2023, Leighton Consulting, Inc. was acquired by Consultant. Effective May 30, 2024, Leighton Consulting, Inc. changed its name to Verdantas Inc.; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 6, 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:

Effective as of May 30, 2024, in all instances throughout this Agreement, the term “Leighton Consulting, Inc.” shall mean “Verdantas Inc.,” a California corporation.

15. Notices

Section 15 is hereby revised with current address of the Consultant as follows:

If to Consultant:

Verdantas, Inc.
2600 Michelson Drive, Suite 400
Irvine, CA 92612

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 have executed this Amendment No. 6 to the Agreement as of the Effective Date.

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

**“CONSULTANT”
VERDANTAS INC.**

By: _____
Joshua Nelson, Executive Director

By: _____
Jason Hertzberg, Department Leader

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

**EXHIBIT A TO AMENDMENT NO. 6:
AGREEMENT FOR CONSULTING SERVICES WITH VERDANTAS INC. (DATED
JULY 18, 2013)**

AGREEMENT FOR CONSULTING SERVICES

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

RECITALS

A. Agency has determined that it requires geotechnical observation and testing, materials testing, and special inspection services from a consultant for the Industry Business Center.

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

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

1. Consultant's Services.

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

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

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

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

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

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

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

2. City Representative.

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

3. Term of Agreement.

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

4. Termination.

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

5. Compensation.

a. Compensation [check applicable provision]

Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at \$2,643,123. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPs" on a 6 month basis. The ROPs are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPs for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPs period. If the applicable line item in the ROPs is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is

the subject of the approved ROPS, provide any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item, based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14A period (July 1, 2013 through December 31, 2013) has been approved for \$150,000. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of \$2,643,123 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

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

b. Expenses [check applicable provision]

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

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

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

6. Method of Payment

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

7. Ownership of Work Product.

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

8. Records Retention and Access to Records.

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

9. Confidential Status; Disclosure of Information.

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

10. Qualifications; Standard of Performance.

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

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

11. Independent Contractor.

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

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

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

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

12. Indemnification.

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

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

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

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

13. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Mutual Cooperation.

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

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

15. Notices.

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

If to Agency:

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

With a copy to:

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

If to Consultant:

Leighton Consulting, Inc.
10532 Acacia Street, suite B-6
Rancho Cucamonga, CA 91730
Attn: Michael E. Grace

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

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

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

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

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

17. Conflicts of Interest

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

18. Accounting Requirements.

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

19. Governing Law.

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

20. Compliance with Laws.

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

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

Consultant shall comply with § 306 of the Federal Clean Air Act (42 U.S.C. §1857(h)), § 508 of the Federal Water Pollution Prevention Act (33 U.S.C. § 368), and the laws implementing those acts, including Executive Order 11,738 and 40 C.F.R. pt. 15.

Consultant shall comply with the provisions of the "Barry Keane Underground Storage Tank Cleanup Trust Fund Act of 1989 (Health & safety Code §§ 25299.10 et. seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 23, § 2810 et. seq. Consultant shall also comply with mandatory standards and policies relating to energy efficiency, according the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

21. Reliance on Reports [check if applicable]

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

22. Discrimination and Equal Employment Opportunity.

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

23. No Assignment.

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

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

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

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

25. Attorneys' Fees.

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

26. Time Is Of The Essence.

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

27. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

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

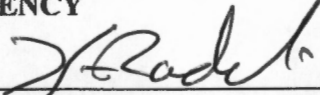
29. Severability.

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

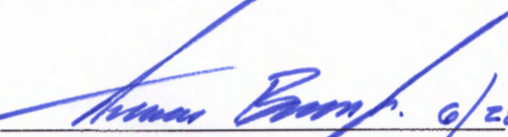
30. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

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

By: 
Kevin Radecki, Executive Director

LEIGHTON CONSULTING, INC.

By:  6/28/2013
THOMAS C. BENSON, JR., PRESIDENT & CEO

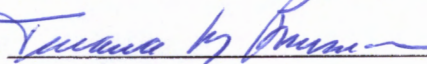
By:  7.1.13
TERRANCE M BRENNAN, CFO

EXHIBIT A

Scope of Services



Exhibit "A"

Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

June 10, 2013

Proposal No. RC13-165

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

Attention: Mr. Josh Nelson

Subject: Proposal to Provide Geotechnical Services During Ongoing Design, Geotechnical Observation and Testing, and Materials Testing and Special Inspection Services for the Industry Business Center, East and West Side of Grand Avenue, Northwest of State Route 60, City of Industry, California

Introduction

In response to your request, Leighton Consulting is pleased to present this proposal to provide geotechnical and material testing and inspection services for the Industry Business Center (IBC). Based on our communication with you, our work is expected to include geotechnical services during ongoing design of the project as plans and specifications for the project are finalized. Subsequently, we will provide geotechnical observation and testing during rough grading. We will also provide geotechnical observation and testing and materials testing and special inspection during postgrading construction (installation of drainage improvements, sewer lines, wet and dry utilities, street and sidewalk paving and other postgrading construction).

In preparation of this proposal, we have reviewed the geotechnical reports we have previously prepared for the IBC. We have also reviewed the cost estimate sheets you provided and we have discussed the project with you.

Exhibit "A"

RC13-165

For planning and estimating purposes you have divided the project into several phases. These include:

- Rough grading of the IBC site (including slope drainage systems and landslide remediation). This includes 600 acres both east and west of Grand Avenue.
- Street improvements for Grand Crossing Parkway and A Street on the west of Grand Avenue.
- Street Improvements for C Street and other unnamed street on the east side of Grand Avenue.
- Grand Avenue widening including widening of the bridge over San Jose Creek.

Scope of Work

The scope of our work will be broken down into three parts. Part 1 will include geotechnical services during ongoing design of the project. Part 2 will include geotechnical observation and testing during rough grading and Part 3 will include geotechnical observation and testing and materials testing and special inspection during construction (drainage improvements, utilities, bridge structure, street paving, etc.). No construction schedule has been provided for the grading and construction. Therefore, we have made assumptions regarding the duration of construction and estimated the number or hours our services will be required onsite.

Part 1 - Geotechnical Services During Design

The scope of our work during this phase of the project is expected to include additional geotechnical investigation and consulting services during final design of the project. Significant geotechnical constraints remain for the project and these include the potential for liquefaction compressible soil and slope instability on the east side of Grand Avenue. Additional investigation and analysis of these and other design consideration should be addressed prior to site grading. We estimate a fee for this work of \$201,778.

Exhibit "A"

RC13-165

Part 2 - Geotechnical Services During Rough Grading

The scope of our work during this phase of the project will include full-time geotechnical observation and testing services during rough grading. We have assumed that rough grading will be completed over a period of approximately 21 months. We expect to be onsite during the rough grading period (90 work weeks) with two field soil technicians working full time and a staff geologist working 30 hours per week. We propose the following scope of work:

- Attendance by our Principal Geologist and our Field Operations Manager at a pregrade meeting.
- Attendance by our Principal Geologist or Field Operations Manager at periodic team meetings at the site.
- Full-time geotechnical observation and testing services provided by two qualified soil technicians for a period of 90 workweeks (40 hours per week, no overtime). We anticipate that at least two soil technician will be required for the project. We expect two or more construction spreads will be in use by the contractor.
- Full and part-time geologic mapping will be conducted by a staff geologist to observe the geologic conditions, observe, accept and map removal areas and map slope and other geologic exposures. We anticipate that at one staff geologist onsite for 30 hours per week will be required for the project.
- Laboratory testing of representative soil samples for maximum dry density and optimum moisture content, grain size distribution (sieve analysis), soil strength parameters, expansion index, sulfate and chloride content, resistivity and pH, and other engineering properties.
- Preparation of daily field reports by our technician summarizing each day's earthwork-related activities, including areas tested and those areas requiring retesting.
- Engineering analysis, data review, supervision, QA/QC and project management will be provided by our Principal Geologist, Associate Engineer and our Field Operations Manager.

Exhibit "A"

RC13-165

- Preparation of a geotechnical report of rough grading (5 copies each) presenting summaries of the earthwork activities and the results of our field and laboratory testing performed during rough grading.

ESTIMATED FEE: \$1,641,645

Our charges will accumulate on a time-and-materials basis in accordance with the attached 2012 Professional Fee Schedule. The actual charges will depend on your contractor's schedule, pace and efficiency. A breakdown of our estimated fee for services during rough grading is presented on Figure 1, attached.

Part 3 - Geotechnical and Materials Testing and Inspection Services During Construction (Postgrading)

The scope of our work during this phase of the project will include full- and part-time observation and testing services during construction of drainage improvements, backfill of utility trenches and during street paving. Our services will also include materials testing and special inspection services of concrete structures, bridge improvements and street paving. Based on our understanding of the work we have assumed that installation of sewer, storm drain, water lines, dry utilities, curb and gutter and street paving will require approximately 19 months to complete. We anticipate our geotechnical services will be required full time during most of this period. We expect materials testing and special inspection services will be required on a half time basis.

Our services are expected to include:

- Observation and/or testing by qualified soil technicians:
 - During backfill of storm drain, sewer, water, gas, electric and joint utility trenches within the public right-of-way.
 - During subgrade preparation for curb and gutter and streets.
 - During placement of aggregate base course for streets.
- Special inspection services including inspection of reinforcing steel placement, and concrete.

Exhibit "A"

RC13-165

- Laboratory testing for maximum dry density and optimum moisture content, grain size distribution (sieve analysis), sand equivalent of representative soil samples and imported sand, R-value for street pavement design. Materials testing of reinforcing steel, concrete and asphaltic concrete.
- Preparation of daily field reports summarizing construction-related activities and the results of our field and laboratory tests.
- Periodic attendance by our Field Operations Manager as requested, at project team meetings.
- Supervision, QA/QC and project management will be provided, as needed, by our Field Operations Manager and our Principal Geologist.
- Preparation of a final report summarizing the postgrading earthwork-related activities, if required. This report will include copies of our daily field reports.

The fees for our services during postgrading are dependent upon the schedule, pace and efficiency of your various subcontractors working during this phase of the project.

ESTIMATED FEE: \$788,700

Our fees will accumulate on a time-and-materials basis in accordance with our attached 2012 Professional Fee Schedule. A breakdown of this estimated fee during postgrading construction based on the assumed staff hours is presented on Figure 1, attached. The actual charges for our services will be dependent on the various contractor's schedules, pace and efficiency.

Fee Estimate

We estimate that the fee for the services in Parts 1, 2 and 3 described above will be approximately Two Million Six Hundred Forty Three Thousand One Hundred Twenty Three Dollars (\$2,643,123). A summary of this estimate is provided on Figure 1. We are requesting that \$150,000 of the geotechnical design services budget (Part 1) be authorized for the six month period starting July 1, 2013 for our ongoing work.

Exhibit "A"

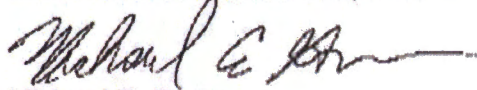
RC13-165

The actual fees for our services will be dependent upon the schedule, pace and efficiency of your various subcontractors working during the project. Our fees will be charged on a time-and-materials basis in accordance with the attached 2012 Professional Fee Schedule for Prevailing Wage Projects.

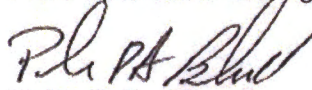
We look forward to working with the Agency on this project. If you have any questions regarding our proposal or information that would update our scope of work, please call us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Michael E. Grace
Field Operations Manager



Philip A. Buchiarelli
Principal Geologist

MG/PB/rsm

Attachments: Figure 1 - Breakdown of Estimated Fee
2012 Professional Fee Schedule for Prevailing Wage Projects

Distribution: (2) Addressee

Accepted by: _____

Date: _____

EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: July 18, 2013

Estimated end of construction: December 31, 2020

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

EXHIBIT C

Professional Fee Schedule Hourly Rates

Exhibit "C"

Figure 1
Breakdown of Estimated Fee
Industry Business Center
Geotechnical and Materials Testing Services During IBC Design and Construction

Part 2 Rough Grading

<u>Field Work*:</u>	<u>Hrs/Wk</u>	<u>No. Wks</u>	<u>Rate/Hr.</u>	<u>Amount</u>	
Soil Technician	40	90	\$109	\$392,400	
Soil Technician	40	90	109	392,400	
Field Operations Manager	6	90	160	86,400	
Staff Geologist	30	90	140	378,000	
Principal Geologist	4	90	215	77,400	
Vehicle	120	90	15	162,000	
Field Shed		90	17.5	1,575	
			<u>Subtotal:</u>		\$1,490,175

<u>Analysis, QA/QC & Proj. Mgmt:</u>	<u>Hrs/Wk</u>	<u>No. Wks</u>	<u>Rate/Hr.</u>	<u>Amount</u>	
Principal Geologist	1	90	\$215	\$19,350	
Associate Engineer	2	90	200	36,000	
Staff Geologist	2	90	140	25,200	
Field Operations Manager	2	90	144	25,920	\$106,470
			<u>Subtotal:</u>		

<u>Laboratory Testing*:</u>					\$20,000
<u>Report Preparation</u>					\$25,000
(Includes one final report of rough grading)					
			<u>Estimated Fee:</u>		\$1,641,645

* Actual hours and number and types of laboratory tests and field hours will vary depending on actual project requirements

Part 3 Post Grading Construction

<u>Field Work*:</u>	<u>Hrs/Wk</u>	<u>No. Wks</u>	<u>Rate/Hr.</u>	<u>Amount</u>	
Technician	40	80	\$109	\$348,800	
Construction Inspector	20	80	104	166,400	
Field Operations Manager	4	80	160	51,200	
Principal Geologist	2	80	215	34,400	
Vehicle	66	80	15	79,200	
Field Shed		80	17.5	1,400	
			<u>Subtotal:</u>		\$681,400

<u>Analysis, QA/QC & Proj. Mgmt:</u>	<u>Hrs/Wk</u>	<u>No. Wks</u>	<u>Rate/Hr.</u>	<u>Amount</u>	
Principal Geologist	1	80	\$215	\$17,200	
Associate Engineer	1	80	200	16,000	
Field Operations Manager	2	80	160	25,600	
			<u>Subtotal:</u>		\$58,800

<u>Laboratory Testing*:</u>					\$42,000
<u>Report Preparation</u>					\$17,500
(Includes one final report of post grading)					
			<u>Estimated Fee:</u>		\$799,700

Summary

Part 1: Geotechnical Design Services:	\$201,778
Part 2: Geotechnical Services During Rough Grading	1,641,645
Part 3: Geotechnical and Materials Testing Services During Post Grading	799,700
	<hr/>
Total Estimated Fee	\$2,643,123





Leighton

Exhibit "C" PROFESSIONAL FEE SCHEDULE 2012

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I	85	Senior Staff Engineer/Geologist/Scientist	140
Technician II / Special Inspector	90	Operations/Laboratory Manager	160
Senior Technician / Inspector	95	Project Engineer/Geologist/Scientist	160
Non-Destructive Testing (NDT) (ANSI)	99	Senior Project Engineer/Geologist/Scientist	180
Prevailing Wage (Building / Constr. Inspector) *	104	Associate	200
Prevailing Wage (Field Soils Tester) *	109	Principal	215
Remediation System Operation & Maintenance Specialist	105	Senior Principal	260
Materials Inspection Manager/Deputy Grading Inspector	110	Project Administrator /Word Processor	78
Field/Laboratory Supervisor	125	Information Specialist	105
Staff Engineer/Geologist/Scientist	125	CAD Operator	110
		GIS Specialist	125
		Vehicle usage	15

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		Modified Proctor Compaction (ASTM D 1557) 4 points	
Moisture Content (ASTM D 2216)	\$20	- 4 inch diameter mold (Methods A & B)	220
Moisture & Density (ASTM D 2937) ring samples	30	- 6 inch diameter mold (Method C)	245
Moisture & Density (ASTM D 2937) Shelby tube or cutting	40	Check Point (per point)	65
Atterberg Limits (ASTM D 4318) 3 points:	150	SOIL CHEMISTRY & CORROSION	
- single point, non-plastic	85	pH Method A (ASTM 4972 or CTM 643)	45
- Atterberg Limits (Organic ASTM D 2487 / 4318)	180	Electrical Resistivity - single point - in-situ moisture	45
- Visual classification as non-plastic (ASTM D 2488)	10	Minimum Resistivity 3 moisture content points (CTM 643)	90
Particle Size		pH + Minimum Resistivity (CTM 643)	130
- sieve only 1½" to #200, (ASTM D 6913/CTM 202)	110	Sulfate Content - Gravimetric (CTM 417 B (73) Part II)	70
- large sieve - 6" to #200 (ASTM D 6913/C136/CTM 202)	175	Sulfate Screen (HACH kit)	30
- hydrometer only (ASTM D 422)	110	Chloride Content (AASHTO T291/CTM 422 (78))	70
- sieve + hydrometer (≤3" sieve, ASTM D 422)	185	Corrosion Suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
Dispersive Characteristics of Clay Soil (double hydrometer, ASTM D 4221)	90	Organic Matter Content (ASTM 2974)	65
Specific Gravity-fine (passing #4, ASTM D 854/CTM 207)	125	SHEAR STRENGTH	
Specific Gravity-coarse (ASTM C 127/CTM 206) retained on #4	100	Pocket Penetrometer	15
- Total Porosity - on Shelby tube sample (calculated from density & specific gravity)	165	Direct Shear (ASTM D 3080, mod., 3 points)	
- Total Porosity - on other sample	155	- Consolidated Undrained - 0.05 inch/min	285
Photograph of sample	10	- Consolidated Drained - <0.05 inch/min	345
Shrinkage Limits (Wax Method, ASTM D 4943)	128	Residual Shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
Pinhole Dispersion (ASTM D 4647)	210	Remolding or hand trimming of specimens (3 points)	90
Percent Passing #200 Sieve, wash only (ASTM D 1140)	70	Oriented or block hand trimming (per hour)	65
As-Received Moisture & Density (chunk/carved samples)	60	Single Point Shear	105
Sand Equivalent (CTM 217)	105	Torsional Shear (ASTM D 6467 / ASTM D 7608)	820
COMPACTION & PAVEMENT SUBGRADE TESTS		CONSOLIDATION & EXPANSION/SWELL TESTS	
Relative Compaction of Untreated & Treated Soils & Aggregates (CTM 216)	250	Consolidation (ASTM D 2435)	195
Relative Density (0.1 ft ³ mold, ASTM D 4253, D 4254)	235	- Each additional time curve	45
California Bearing Ratio (ASTM D 1883)		- Each additional load/unload w/o Time Reading	40
- 3 point	500	Expansion Index (ASTM D 4829)	130
- 1 point	185	Swell/Collapse - Method A (ASTM D 4546-A, up to 10 load/unloads w/o time curves)	280
R-Value (CTM 301) Untreated	310	Single Load Swell/Collapse - Method B (ASTM D 4546-B, seat, load & inundate only)	105
R-Value (CTM 301) Lime or cement treated soils	340	Collapse Potential of Soils (ASTM D 5333)	220
Standard Proctor Compaction, (ASTM D 898) 4 points:			
- 4 inch diameter mold (Methods A & B)	180		
- 6 inch diameter mold (Method C)	215		

Exhibit "C"

METHOD	\$/TEST	METHOD	\$/TEST
TRIAXIAL TESTS		HYDRAULIC CONDUCTIVITY TESTS	
Unconfined Compression Strength of Cohesive Soil (with stress/strain plot, ASTM D 2166)	135	Triaxial Permeability in Flexible-Wall Permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C)	310
Unconsolidated Undrained Triaxial Compression Test on Cohesive Soils (USACE Q test, ASTM D 2850, per confining stress)	170	- Each Additional Effective Stress	120
Consolidated Undrained Triaxial Compression Test for Cohesive Soils, (ASTM D 4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	- Hand Trimming of Soil Samples for Horizontal K Remolding of Test Specimens	60
Consolidated Drained Triaxial Compression Test (CD, USACE S test, with volume change measurement. Price per soil type below EM 1110-2-1906(X):		Permeability of Granular Soils (ASTM D 2434)	65
- Sand or silty sand soils (per confining stress)	375		135
- Silt or clayey sand soils (per confining stress)	500	SOIL-CEMENT	
- Clay soils (per confining stress)	705	Moisture-Density curve for Soil-Cement Mixtures (ASTM D 558)	240
- Three-stage Triaxial (sand or silty sand soils)	655	Wet-Dry Durability of Soil-Cement Mixtures (ASTM D 559) **	1,205
- Three-stage Triaxial (silt or clayey sand soils)	875	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D 1633) per cylinder **	80
- Three-stage Triaxial (clay soils)	1,235	Soil-Cement Remolded Specimen (for shear strength, consolidation, etc.) **	235
Remolding of Test Specimens	65	** Compaction (ASTM D 558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

TECHNICIAN SERVICES	\$/UNIT	METHOD	\$/TEST
Pick-up & Delivery – (weekdays, per trip, <50 mile radius from Leighton office)	80	Rubberized Asphalt (add to above rates)	+ 25%
Coring & Sizing (at Leighton laboratory per core)	80		
METHOD		AGGREGATE PROPERTIES	
	\$/TEST		
CONCRETE STRENGTH CHARACTERISTICS		Sieve Analysis (fine & coarse aggregate ASTM C 136)	135
Concrete Cylinders Compression (ASTM C 39) (6" x 12")	25	Sieve Analysis-(finer than #200, Wash, ASTM C 117)	90
Compression, Concrete or Masonry Cores (testing only) ≤6" diameter (ASTM C 42)	40	LA Rattler-smaller coarse aggregate <1.5" (ASTM C 131)	165
Trimming concrete cores (per core)	20	LA Rattler-larger coarse aggregate 1-3" (ASTM C 535)	190
Flexural Strength of Concrete (Simple Beam with 3rd pt. Loading, ASTM C 78/CTM 523)	65	Durability Index (CTM 229)	200
Flexural Strength of Concrete (simple beam w/ center point loading, ASTM 293/CTM 523)	65	Cleaness Value of Coarse Aggregate (CTM 227)	210
Mix Design, (review of existing data)	215	Unit Weight of Aggregate (CTM 212)	50
Non Shrink Grout Cubes (2" ³ , ASTM C 109/C 1107)	25	Soundness Magnesium (ASTM C 88)	225
Drying Shrinkage (four readings, up to 90 days, 3 bars, ASTM C 157)	400	Soundness Sodium	650
ASPHALT CONCRETE, HMA, SPECIMEN TESTING		Uncompacted Void Content -fine aggregate (CTM 234)	130
Extraction by Ignition Oven (CTM 382)	150	Flat & Elongated Particles in Coarse Aggregate (CTM 235)	215
Extraction by Ignition Oven, percent asphalt & gradation (CTM 382/CTM 202)	195	Percent of Crushed Particles (CTM 205)	135
Extraction, Percent Asphalt & Gradation, Centrifuge (ASTM D 2172/D 5444)	195	Organic Impurities in Concrete Sand (CTM 213)	80
Extraction & Percent Asphalt, centrifuge (ASTM D 2172)	155	Apparent Specific Gravity of Fine Aggregate (CTM 208)	130
Extraction & Gradation, centrifuge (ASTM D 2172 /C 136)	175	Moisture Content of Aggregates by Oven Drying (CTM 226)	40
Stabilometer Value (CTM 366)	265	Clay Lumps, Friable Particles (ASTM C 142)	175
Bituminous Mixture Preparation (CTM 304)	80	MASONRY	
Moisture Content of Asphalt (CTM 370)	80	Mortar Cylinders (2" by 4", ASTM C 780)	25
Bulk Specific Gravity – Molded Specimen or Cores (ASTM D 1188/CTM 308)	55	Grout Prisms (3" by 6", ASTM C 1019)	25
Maximum Density - Hveem (CTM 308)	125	Masonry Cores Compression, ≤6" diameter (testing only, ASTM C 42)	40
Theoretical Maximum Density & Specific Gravity of HMA, (CTM 309)	130	CMU Compression to size 8" x 8" x 16" (3 required, ASTM C 140)	45
Ignition Oven Correction/Correlation Values	quote	CMU Moisture Content, Absorption & Unit Weight (6 required, ASTM C 140)	40
Thickness or Height of Compacted Bituminous Paving Mixture Specimens (ASTM 3549)	40	CMU Linear Drying Shrinkage (ASTM C 426)	175
		CMU Grouted Prisms (compression test ≤8" x 8" x 16", ASTM E 447 C 1314)	180
		CMU Grouted Prisms (compression test > 8" x 8" x 16", ASTM E 447 C 1314)	250
		Masonry Core-Shear Title 24 (test only)	70
		BRICK	
		Compression (5 required, cost for each, ASTM C 87)	40

Exhibit "C"

Leighton | Fee Schedule

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

EQUIPMENT, SUPPLIES & MATERIALS

	\$/UNIT		\$/UNIT
1/4" Grab Plates	\$ 5 ea	Nitrile Gloves	20 pair
1/4" Tubing (bonded)	0.55 foot	Nuclear Moisture & Density Gauge (licensed, calibrated, swipe tested)	88 day
1/4" Tubing (single)	0.35 foot	Pachometer	25 day
3/8" Tubing, clear vinyl	0.55 foot	pH/Conductivity/Temperature Meter	55 day
Box of 10 soil drive-sample rings	25 day	Photo-Ionization Detector (PID)	110 day
Brass Sample Tubes	10 each	Pump, Typhoon 2 or 4 Stage	50 day
Caution Tape (1000-foot roll)	20 each	QED Bladder Pump w/QED control box	180 day
Combination Lock or Padlock	11 each	Resistivity Field Meter & Pins	50 day
Compressed Air tank & Regulator	50 day	Service Vehicle Usage	150 day
Consumables (gloves, rope, soap, tape, etc.)	35 day	Slip / Threaded Cap, 2" or 4" diameter, PVC Schedule 40	15 each
Core Sample Boxes	11 each	Slope Inclinator	50 day
Crack monitor	25 each	Stainless Steel Bailer	40 day
Cutoff Saws, reciprocating, electric (Saws-All)	75 day	Submersible Pump, 10 gpm, high powered	160 day
Disposable Bailers	12 each	Grunfos 2" with controller	
Disposable Bladders	10 each	Submersible Sump/Transfer Pump, 10-25 gpm	50 day
Dissolved Oxygen Meter	45 day	Survey/Fence Stakes	8 each
DOT 55-gallon Containment Drum with lid	65 each	Tedlar® Bags	18 each
Double-ring Infiltrometer	125 day	Traffic Cones (<25)/Barricades (single lane)	50 day
Generator, portable gasoline fueled, 3,500 watts	90 day	Turbidity Meter	70 day
Global Positioning System (GPS)	80 day	Tyvek® Suit	18 each
Hand Auger Set	90 day	Vapor Sampling Box	45 day
HDPE Safety Fence (100')	40 roll	Visqueen (20' x 100')	100 roll
In-Situ Level Troll 500 (each)	90 day	Water Level Indicator (electronic well sounder) <300 feet deep well	60 day
In-Situ Troll 9500 low flow water sampling equipment	150 day		
Lockable Equipment Box	15 day	Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site	
Magnahelic Gauge	15 day		
Manometer	25 day		
Mileage	IRS rate/mile		

TERMS & CONDITIONS

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