



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

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

JANUARY 29, 2026 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.

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: 268 909 500 093 22

Meeting Passcode: oy6eU3hj

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 360 320 945#

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.

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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 December 25, 2025, January 8, 2026, and January 22, 2026

RECOMMENDED ACTION: Ratify the Register of Demands for December 25, 2025, January 8, 2026, and January 22, 2026.

- 6.2. Consideration of Amendment No. 5 to the Professional Services Agreement with Advanced Avant-Garde, Corporation dba Avant-Garde, Inc. to perform grant administration services, extending the term through June 30, 2028, and revising the rate schedule (MP 99-31 #22)

RECOMMENDED ACTION: Approve the Amendment

- 6.3. Consideration of Amendment No. 4 to the Maintenance Services Agreement with Mariposa Landscapes, Inc., for the Industry Business Center Slopes Landscape Maintenance, extending the term through June 30, 2028, revising the rate schedule, and increasing compensation by \$5,341,343.92 (MP 99-31 #61)

RECOMMENDED ACTION: Approve the Amendment

- 6.4. Consideration of Amendment No. 4 to the Agreement for Consulting Services with PlaceWorks, Inc., for the Industry Business Center project, extending the term through June 30, 2028 and revising the rate schedule (MP 99-31 #16)

RECOMMENDED ACTION: Approve the Amendment

- 6.5. Consideration of a Professional Services Agreement with R.P. Laurain & Associates, Inc. for appraisal services for traffic mitigation projects, in an amount not-to-exceed \$100,000.00, through June 30, 2028

RECOMMENDED ACTION: Approve the Agreement

- 6.6. Consideration of a Maintenance Services Agreement with Satsuma Landscape & Maintenance, LLC, to provide landscape maintenance services at the Industry Business Center, in an amount not to exceed \$1,000,000.00 through January 29, 2029
- RECOMMENDED ACTION: Approve the Agreement*
- 6.7. Consideration of Award of Contract No. BP-0393, Baker Parkway Pavement Rehabilitation, Et Al., to Griffith Company, in an amount not to exceed \$11,157,899.00, and adopt a Notice of Exemption, regarding same
- RECOMMENDED ACTION: Award the contract to Griffith Company in the amount not to exceed \$11,157,899.00 and adopt the Notice of Exemption*
- 6.8. Consideration of Amendment No. 4 to the Agreement for Consulting Services with Environs, Inc., for the Industry Business Center project, extending the term through June 30, 2029 (MP 99-31 #16)
- RECOMMENDED ACTION: Approve the Amendment*
- 6.9. Consideration of Amendment No. 4 to the Agreement for Consulting Services with Environs, Inc., for the Baker Parkway Slopes landscaping project, extending the term through June 30, 2029 (MP 99-31 #61)
- RECOMMENDED ACTION: Approve the Amendment*
- 6.10. Consideration of a Professional Services Agreement with The Dry Utility Group Inc., for electrical utility design and engineering services for Industry East Traffic Mitigation projects, in an amount not-to-exceed \$300,000.00, through June 30, 2029
- RECOMMENDED ACTION: Approve the Agreement.*
- 6.11. Consideration of the Annual Financial Reports for the Successor Agency to the Industry Urban-Development Agency for Year Ending June 30, 2025
- RECOMMENDED ACTION: Instruct Staff to present a summary of the Annual Financial Reports for the Successor Agency to the Industry Urban-Development Agency for Year Ending June 30, 205 and receive and file the Report*
- 6.12. Consideration of Amendment No. 7 to the Agreement for Consulting Services with PBLA Engineering, Inc., for the Industry Business Center Project, extending the term through June 30, 2028 (MP 99-31 #16)
- RECOMMENDED ACTION: Approve the Amendment.*

- 6.13. Consideration of Amendment No. 1 to the Professional Services Agreement with Verdantas, Inc., to provide geotechnical services for the Baker Parkway Rehabilitation, et al. project, extending the term through June 30, 2028, increase compensation by \$60,000.00 and revise the scope of services (MP 99-31 #67)

RECOMMENDED ACTION: *RECOMMENDED ACTION: Approve the Amendment*

- 6.14. Consideration of a Maintenance Services Agreement with Garcia's Fence Corporation, for fence installation and repairs at the Industry Business Center, in an amount not-to-exceed \$300,000.00, through June 30, 2028

RECOMMENDED ACTION: *Approve the Agreement*

- 6.15. Consideration of Amendment No. 3 to the Professional Services Agreement with WKE, Inc., to provide structural design services for the Grand Avenue and Ferrero Parkway Ramps Street Improvement project, extending the term through June 30, 2029, and revising the rate schedule (MP 99-31 #16)

RECOMMENDED ACTION: *Approve the Amendment*

- 6.16. Consideration of Amendment No. 3 to the Agreement for Consulting Services with WKE, Inc., to provide structural design services at the Industry Business Center, extending the term through June 30, 2028, and revising the rate schedule (MP 99-31 #16)

RECOMMENDED ACTION: *Approve the Amendment*

- 6.17. Consideration of a Settlement Agreement and Mutual Release with San Gabriel Valley Council of Governments

RECOMMENDED ACTION: *Approve the Agreement*

7. ACTION ITEMS-NONE

8. PUBLIC HEARINGS - NONE

9. CLOSED SESSION-NONE

10. EXECUTIVE DIRECTOR COMMUNICATIONS

11. AB 1234 REPORTS

12. BOARD MEMBER COMMUNICATIONS

13. Adjournment. The next regular Successor Agency to the Industry Urban-Development Agency Meeting is Thursday, February 26, 2026, at 9:00 AM.

ITEM NO. 6.1

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY
AUTHORIZATION FOR PAYMENT OF BILLS**

December 25, 2025


FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
222	IUDA ADMIN	625,876.76
221	IUDA PROJECT 1	0.00
	IUDA PROJECT 2	0.00
	IUDA PROJECT 3	0.00
TOTAL ALL FUNDS		625,876.76

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO - CKING ACCOUNT	404,876.76
BOFA	BANK OF AMERICA	221,000.00
TOTAL ALL BANKS		625,876.76

APPROVED PER EXECUTIVE DIRECTOR



DATE

12/18/25

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
December 25, 2025**

Check	Date	Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking			
33590	12/25/2025	CNC ENGINEERING	\$98,471.25
	Invoice		Amount
	514018	IBC-SLOPES LANDSCAPE MAINT	\$2,765.00
	514019	IMPROVEMENTS TO MAINT ACCESS RDS	\$2,575.00
	514020	IBC-FUTURE PHASES AND STUDIES	\$10,291.25
	514021	IBC-TRAFFIC MITIGATION	\$1,622.50
	514022	IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO PK	\$185.00
	514023	IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN	\$7,490.00
	514028	INDUSTRY EAST DEVELOPMENT	\$43,530.00
	514017	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$615.00
	514024	ROUTE 57/60 CONFLUENCE PROJECT	\$185.00
	514025	INDUSTRY EAST TRAFFIC MITIGATION	\$3,902.50
	514026	IE TRAFFIC MITIGATION-GRAND AVE/LA PUENTE	\$20,270.00
	514027	IE TRAFFIC MITIGATION-VALLEY BLVD/LEMON AVE	\$5,040.00
MARIPOSA LANDSCAPES, INC			
33591	12/25/2025		\$280,420.01
	Invoice		Amount
	117366	LANDSCAPE SVC-IBC SLOPES	\$280,420.01
RKA CONSULTING GROUP			
33592	12/25/2025		\$17,665.00
	Invoice		Amount
	36574	CITY OF WALNUT-STREET IMPROVEMENTS	\$17,665.00
VERDANTAS INC.			
33593	12/25/2025		\$8,320.50
	Invoice		Amount
	69543	GEO SVC-LA PUENTE RD INTERSECTION	\$8,320.50

Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
December 25, 2025

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

Checks	Status	Count	Transaction Amount
	Total	4	\$404,876.76

**Successor Agency To The
Industry Urban Development Agency
Bank of America
December 25, 2025**

Check	Date	Payee Name	Check Amount
PJ2.BOFA.CHK - Project 2 BofA Checking			
2361	12/08/2025	IUDA-ADMINISTRATIVE ACCOUNT	\$221,000.00
	Invoice	Amount	
	A2 REG 12/11/25	TRANSFER FUNDS-SA REG 12/11/25	\$221,000.00
			Transaction Amount
Total			\$221,000.00

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY
AUTHORIZATION FOR PAYMENT OF BILLS
January 8, 2026**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
222	IUDA ADMIN	617,826.69
221	IUDA PROJECT 1	0.00
	IUDA PROJECT 2	0.00
	IUDA PROJECT 3	0.00
TOTAL ALL FUNDS		617,826.69

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO - CKING ACCOUNT	281,326.69
BOFA	BANK OF AMERICA	336,500.00
TOTAL ALL BANKS		617,826.69

APPROVED PER EXECUTIVE DIRECTOR



DATE



**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
January 8, 2026**

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

33594	12/22/2025	INDUSTRY PUBLIC UTILITY COMMISS	\$208.40
Invoice	Date	Description	Amount
2026-00000994	12/11/2025	11/1-12/1/25 SVC-370 GRAND AVE SOUTH	\$76.94
2026-00000995	12/11/2025	11/1-12/1/25 SVC-#2 B STREET LOOP, IBC EAST	\$14.24
2026-00000996	12/11/2025	11/1-12/1/25 SVC-#3 B STREET LOOP, IBC EAST	\$18.05
2026-00000997	12/11/2025	11/1-12/1/25 SVC-#4 B STREET LOOP, IBC EAST	\$14.41
2026-00000998	12/11/2025	11/1-12/1/25 SVC-1 MARCELLIN DR	\$14.40
2026-00000999	12/11/2025	11/1-12/1/25 SVC-2 MARCELLIN DR	\$13.65
2026-00001000	12/11/2025	11/1-12/1/25 SVC-3 MARCELLIN DR	\$13.81
2026-00001001	12/11/2025	11/1-12/1/25 SVC-1 GRAND CROSSING PKWY	\$13.73
2026-00001002	12/11/2025	11/1-12/1/25 SVC-2 GRAND CROSSING PKWY	\$13.59
2026-00001003	12/11/2025	11/1-12/1/25 SVC-#6 INDUSTRY WAY	\$15.58

33595	12/22/2025	WALNUT VALLEY WATER DISTRICT	\$6,959.35
Invoice	Date	Description	Amount
5515109	12/08/2025	11/1-11/30/25 SVC-SE GRAND XING PKWY #1	\$328.30
5515110	12/08/2025	11/1-11/30/25 SVC-SE GRAND XING PKWY #2	\$329.83
5515111	12/08/2025	11/1-11/30/25 SVC-SE GRAND XING PKWY #3	\$402.25
5515112	12/08/2025	11/1-11/30/25 SVC-SE GRAND XING PKWY #4	\$271.69
5515113	12/08/2025	11/1-11/30/25 SVC-SE GRAND XING PKWY #5	\$139.60
5515107	12/08/2025	11/1-11/30/25 SVC-SE GRAND XING PKWY #6	\$208.45
5515106	12/08/2025	11/1-11/30/25 SVC-SE GRAND XING PKWY #7	\$263.02
5515114	12/08/2025	11/1-11/30/25 SVC-MARCELLIN DR MTR #1	\$325.24
5515115	12/08/2025	11/1-11/30/25 SVC-MARCELLIN DR MTR #2	\$306.88
5515103	12/08/2025	11/1-11/30/25 SVC-MARCELLIN DR MTR #3	\$356.35
5515116	12/08/2025	11/1-11/30/25 SVC-MARCELLIN DR MTR #4	\$326.77

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
January 8, 2026**

Check	Date	Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking			
5515128	12/08/2025	11/1-11/30/25 SVC-MARCELLIN DR MTR #5	\$247.72
5515129	12/08/2025	11/1-11/30/25 SVC-MARCELLIN DR MTR #6	\$103.61
5515122	12/08/2025	11/1-11/30/25 SVC-INDUSTRY WAY #1	\$266.59
5515123	12/08/2025	11/1-11/30/25 SVC-INDUSTRY WAY #2	\$330.85
5515117	12/08/2025	11/1-11/30/25 SVC-INDUSTRY WAY #3	\$220.18
5515118	12/08/2025	11/1-11/30/25 SVC-INDUSTRY WAY #4	\$225.28
5515119	12/08/2025	11/1-11/30/25 SVC-INDUSTRY WAY #5	\$224.77
5515120	12/08/2025	11/1-11/30/25 SVC-INDUSTRY WAY #6	\$206.41
5515121	12/08/2025	11/1-11/30/25 SVC-INDUSTRY WAY #7	\$207.94
5515127	12/08/2025	11/1-11/30/25 SVC-INDUSTRY WAY #8	\$301.78
5515124	12/08/2025	11/1-11/30/25 SVC-INDUSTRY WAY #9	\$275.26
5515125	12/08/2025	11/1-11/30/25 SVC-INDUSTRY WAY #10	\$221.71
5515126	12/08/2025	11/1-11/30/25 SVC-INDUSTRY WAY #11	\$218.65
5515022	12/08/2025	11/1-11/30/25 SVC-KOHL'S CENTER/MEDIAN	\$178.81
5515150	12/08/2025	11/1-11/30/25 SVC-SE GRAND CROSSING PKWY-TEMP	\$471.41

33596	01/08/2026	CNC ENGINEERING	\$108,986.25
Invoice	Date	Description	Amount
514134	12/25/2025	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$1,455.00
514141	12/25/2025	ROUTE 57/60 CONFLUENCE PROJECT	\$510.00
514142	12/25/2025	INDUSTRY EAST TRAFFIC MITIGATION	\$4,670.00
514143	12/25/2025	IE TRAFFIC MITIGATION-GRAND AVE/LA PUENTE	\$15,912.50
514144	12/25/2025	IE TRAFFIC MITIGATION-VALLEY BLVD/LEMON AVE	\$8,610.00
514135	12/25/2025	IBC-SLOPES LANDSCAPE MAINT	\$2,970.00
514136	12/25/2025	IMPROVEMENTS TO MAINT ACCESS RDS	\$5,150.00
514137	12/25/2025	IBC-FUTURE PHASES AND STUDIES	\$17,631.25
514138	12/25/2025	IBC-TRAFFIC MITIGATION	\$1,622.50

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
January 8, 2026**

Check	Date	Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking			
514139	12/25/2025	IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO PK	\$5,665.00
514140	12/25/2025	IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN	\$21,915.00
514145	12/25/2025	INDUSTRY EAST DEVELOPMENT	\$22,875.00
33597	01/08/2026	CT&T CONCRETE PAVING INC.	\$165,172.69
	Invoice	Description	Amount
	#2GLP-0391	GRAND AVE & LA PUENTE RD INTERSECTION IMPROV	\$173,866.01

Checks	Status	Count	Transaction Amount
Total			\$281,326.69

**Successor Agency To The
Industry Urban Development Agency
Bank of America
January 8, 2026**

Check	Date	Payee Name	Check Amount
PJ2.BOFA.CHK - Project 2 BofA Checking			
2362	12/19/2025	IUDA-ADMINISTRATIVE ACCOUNT	\$336,500.00
	Invoice	Amount	
	A2 REG 12/25/25	TRANSFER FUNDS-SA REG 12/25/25	\$336,500.00

Checks	Status	Count	Transaction Amount
Total			\$336,500.00
		1	

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY
AUTHORIZATION FOR PAYMENT OF BILLS**

January 22, 2026

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
222	IUDA ADMIN	310,715.45
221	IUDA PROJECT 1	0.00
	IUDA PROJECT 2	0.00
	IUDA PROJECT 3	0.00
TOTAL ALL FUNDS		310,715.45

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO - CKING ACCOUNT	114,715.45
BOFA	BANK OF AMERICA	196,000.00
TOTAL ALL BANKS		310,715.45

APPROVED PER EXECUTIVE DIRECTOR



DATE

1/15/26

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
January 22, 2026**

Check	Date	Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking			
33598	01/22/2026	AVANT-GARDE, INC	\$300.00
	Invoice		Amount
	12527	57160 FWY CONFLUENCE PROJ	\$300.00
CNC ENGINEERING			
33599	01/22/2026		\$51,066.25
	Invoice		Amount
	514212	IBC-SLOPES LANDSCAPE MAINT	\$2,445.00
	514213	IMPROVEMENTS TO MAINT ACCESS RDS	\$2,325.00
	514214	IBC-FUTURE PHASES AND STUDIES	\$15,780.00
	514215	IBC-TRAFFIC MITIGATION	\$420.00
	514216	IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO PK	\$4,617.50
	514217	IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN	\$9,952.50
	514221	INDUSTRY EAST DEVELOPMENT	\$2,480.00
	514211	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$410.00
	514218	INDUSTRY EAST TRAFFIC MITIGATION	\$2,510.00
	514219	IE TRAFFIC MITIGATION-GRAND AVE/LA PUENTE	\$6,206.25
	514220	IE TRAFFIC MITIGATION-VALLEY BLVD/LEMON AVE	\$3,920.00
MIKE BUBALO CONSTRUCTION CO., IF			
33600	01/22/2026		\$41,500.00
	Invoice		Amount
	#1GGS-0392	STORM DRAIN REPAIR AT GRAND AVENUE	\$41,500.00
RKA CONSULTING GROUP			
33601	01/22/2026		\$13,850.00
	Invoice		Amount
	36628	CITY OF WALNUT-STREET IMPROVEMENTS	\$13,850.00

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
January 22, 2026**

Check	Date	Payee Name	Check Amount
IUDAAADM.WF.CHK - IUDA Admin WF Checking			
33602	01/22/2026	SCS ENGINEERS	\$7,999.20
	Invoice		Amount
	0560035	LANDFILL ENG SVC-IBC PROJ	\$7,999.20
	Date		
	1/30/2025		

Checks	Status	Count	Transaction Amount
	Total	5	\$114,715.45

**Successor Agency To The
Industry Urban Development Agency
Bank of America
January 22, 2026**

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

2363	01/12/2026	IUDA-ADMINISTRATIVE ACCOUNT	\$196,000.00
	Invoice	Amount	
	A2 REG 1/8/26	TRANSFER FUNDS-SA REG 1/8/26	\$196,000.00

Checks	Status	Count	Transaction Amount
			\$196,000.00
Total			1

ITEM NO. 6.2



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: January 29, 2026

SUBJECT: Consideration of Amendment No. 5 to the Professional Services Agreement with Advanced Avant-Garde, Corporation dba Avant-Garde, Inc. to perform grant administration services, extending the term through June 30, 2028, and revising the rate schedule (MP 99-31 #22)

Background:

On March 10, 2016, the Successor Agency and Avant-Garde entered into a Professional Services Agreement ("Agreement") in the amount of \$200,000, to perform grant administration services, through March 31, 2019. Avant-Garde has been providing TIGER grant reporting, Metro grant reporting and all associated close-out activities, such as final project audits and correspondence with the granting agencies. The Agreement includes grant administration services the Phase 1 of the Grand Avenue/SR-60 on ramp, Phase II of the Grand Avenue/SR-60 off ramp and the Grand Avenue and Golden Springs Drive intersection improvements projects.

Amendment No. 1 was approved on January 25, 2018 to expand the scope of services to include the project management and funding administration for the Westbound On/Off Ramps of the SR-57/60 and Golden Springs Drive as part of the Phase 1 On Ramp project. A budget increase of \$150,000 was also included as part of Amendment No. 1. Amendment No. 2 was approved on September 26, 2019, to extend the term and revise the address for the General Counsel. Amendment No. 3 was approved on February 24, 2022, to extend the term through June 30, 2023, revise the indemnity provisions, and revise the address for the Agency. Amendment No. 4 was approved on June 22, 2023, to extend the term through June 30, 2026.

Discussion:

The Agreement expires on June 30, 2026, and Avant-Garde is continuing to provide the aforementioned grant administration services to the Successor Agency for various tasks related to closeout items for the Confluence projects. Amendment No. 5 extends the term through June 30, 2028 along with revising the rate schedule to reflect Avant-Garde's current rates. Avant-Garde is approved on the Recognized Obligation Payment Schedule under line item no. 295.

Fiscal Impact:

There is no additional fiscal impact associated with Amendment No. 5. Avant-Garde is approved in the ROPS under line item no. 295 with a proposed budget of \$20,000.00 for FY 26-27.

Recommendation:

Staff recommends that the Successor Agency approve Amendment No. 5 to the Professional Services Agreement with Avant-Garde, Inc.

Exhibits:

1. Amendment No. 5 to the Professional Services Agreement with Avant-Garde, Inc. dated January 29, 2026
2. Executed Agreement - Avant-Garde

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED AVANT-GARDE,
CORPORATION DBA AVANT-GARDE, INC.**

This Amendment No. 5 to the Professional Services Agreement (“Agreement”), is made and entered into this 29th day of January, 2026, by and between the Successor Agency to the Industry Urban-Development Agency, a public body, (“Agency”) and Advanced Avant-Garde, Corporation dba Avant-Garde, Inc., a California corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 10, 2016, the Agreement was entered into and executed between the Agency and Consultant to provide grant administration services; and

WHEREAS, on or about January 25, 2018, Amendment No. 1 was entered into to increase compensation by \$150,000.00, and expand the Scope of Services to include assisting with the project management and funding administration support services for the Westbound On/Off Ramp SR-57/60 and Golden Springs; and

WHEREAS, on or about September 26, 2019, Amendment No. 2 was entered into to extend the term, and revise the address for the General Counsel; and

WHEREAS, on or about February 24, 2022, Amendment No. 3 was entered into to extend the term, revise the indemnity provisions, and revise the address for the Agency; and

WHEREAS, on or about June 22, 2023, Amendment No. 4 was entered into to extend the term through June 30, 2026; and

WHEREAS, the Parties desire to amend the Agreement to extend the term through June 30, 2028 to allow Consultant to continue providing grant administration services, and revise the rate schedule to reflect Consultants current rates; and

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

AMENDMENT

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

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.

EXHIBIT B, RATE SCHEDULE

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

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.

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

“CONSULTANT”
**Advanced Avant-Garde, Corporation
dba Avant-Garde, Inc.**

By: _____
Joshua Nelson, Executive Director

By: _____
Ana Marie LeNoue, President

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

**ATTACHMENT 1
EXHIBIT B
RATE SCHEDULE**

Effective through June 30, 2027	Program Director.....\$170
	Program Manager.....\$140
	Senior Program Coordinator\$125
	Program Coordinator.....\$110
	Program Assistant.....\$100

EXHIBIT A TO AMENDMENT NO. 5

**PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED AVANT-GARDE,
CORPORATION DBA AVANT-GARDE, INC., DATED MARCH 10, 2016**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 10, 2016 ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and Avant-Garde, Inc., a California corporation company ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **March 31, 2019**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the Agency and in a first-class manner in conformance with the standards of quality normally observed by an entity providing 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 Two Hundred Thousand Dollars (\$200,000.00) 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 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 Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the Agency, or bind the Agency in any manner.

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

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

To Agency:

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

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

To Consultant: Ana Marie LeNoue, President
Avant-Garde, Inc.
3670 W. Temple Avenue, Suite 278
Pomona, CA 91768

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

"CONSULTANT"

Avant-Garde, Inc

By: 

Ana Marie LeNoue, President

Attest:

By: 

Diane M. Schlichting, Assistant Secretary

Approved as to form:

By: 

James M. Casso, Agency Counsel

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

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services shall include the following tasks as directed by the Successor Agency:

- Serve as the Successor Agency liaison on the projects and/or activities set forth herein;
- Assist in preparation of agreements and miscellaneous project related documents as requested by the Successor Agency;
- Coordinate with Caltrans on project delivery and prepare funding requests;
- Coordination with Successor Agency Attorney for preparation of agreements;
- Prepare agenda reports for Successor Agency meetings as needed;
- Coordination with Metro for programming and preparation of fund requests
- Prepare quarterly reports as needed;
- Coordination with the engineering team as required;
- Attend scheduled project development team meetings;
- Provide support for community relations and preparation of informational materials; and
- Prepare miscellaneous reports and assist the Successor Agency staff as needed.

Services to be provided include:

A. TIGER Grant Reporting:

- 1) Conduct pre-report and final project outcomes; coordinate with the engineer to establish tracking system; submit quarterly progress reports and the Federal Financial Report (SF-425) to the Federal Highway Administration (FHWA).
- 2) Submit an Annual Budget Review and Program Plan to Federal Highway Administration (FHWA).
- 3) Attend project development meetings; coordinate with Caltrans and the engineering team.

B. Metro Grant Reporting:

- 1) Coordinate with Metro for programming and prepare fund requests to include updating the RTIP and FTIP.
- 2) Prepare quarterly reimbursement claims and quarterly reports required by Metro.
- 3) Coordination with Metro on extension requests and presentation to the Technical Advisor Committee as needed.
- 4) Track project expenses for reimbursement submittals; reconcile expenditures with finance.
- 5) Coordinate and assist with the Successor Agency's finance department during Metro's audit process.
- 6) Coordinate with engineering team to secure deliverables required for funding compliance.

C. Close-out Activities:

- 1) Conduct final project audits.
- 2) Finalize correspondence with granting agencies.
- 3) Final project closeout.

Consultant shall provide all necessary grant administration services for the following improvements:

1) Phase I - Grand Avenue/SR-60 On Ramp:

Work Description:

The project proposes construction of an on-ramp from southbound Grand Avenue to westbound SR-60, extend the on-ramp lane as an auxiliary lane to southbound SR-57 add lane, reconfiguring the lanes at the westbound SR-60 intersections on Grand Avenue and removing the raised median to add a southbound left turn lane to eastbound SR-60. Construction contract was awarded and construction should start in March 2016.

2) Phase II - Grand Avenue/SR-60 Off Ramp:

Work Description:

The project proposes to construct improvements to the SR-60/SR-57 Confluence. The major items of work include extending a southbound SR-57 lane to the Grand off-ramp, reconstructing the westbound on and off-ramps from Grand Avenue, and reconstructing the westbound loop on-ramp and off-ramp from Grand Avenue, and reconstructing the westbound SR-60 Grand Avenue intersection. Construction contract will bid in May 2016 with construction to start in June 2016.

3) Grand Avenue at Golden Springs Road:

Work Description:

The project proposes to widen the intersection of Grand Avenue and Golden Springs Drive, widen Grand Avenue from the intersection to the Caltrans right-of-way of the SR-60/SR-57 confluence and construct a new golf cart tunnel under Grand Avenue south of the existing tunnel. The work on Grand Avenue and Golden Springs Drive shall be under the jurisdiction of the City of Diamond Bar and the work on the tunnel and golf course shall be under the jurisdiction of the Los Angeles County Department of Parks and Recreation. The project is currently at the 50% design stage.

EXHIBIT B

RATE SCHEDULE

The total compensation shall not exceed two hundred thousand dollars (\$200,000.00) and will be based on the hourly rates set forth below.

Hourly rate schedule

Program Director.....	\$130
Program Manager	\$110
Program Coordinator	\$85
Program Assistant.....	\$65

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. 6.3



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: January 29, 2026

SUBJECT: Consideration of Amendment No. 4 to the Maintenance Services Agreement with Mariposa Landscapes, Inc., for the Industry Business Center Slopes Landscape Maintenance, extending the term through June 30, 2028, revising the rate schedule, and increasing compensation by \$5,341,343.92 (MP 99-31 #61)

Background:

On July 1, 2021, the Successor to the Industry Urban-Development Agency (“Agency”) approved a Maintenance Services Agreement (“Agreement”) with Mariposa Landscapes, Inc. (“Mariposa”) for landscape maintenance services at the Industry Business Center (“IBC”), in the amount of \$5,477,030.00. The slope landscape maintenance covers an area of approximately 200 acres, on the east and west sides of Grand Avenue, for the IBC development, over a period of three years. Mariposa is approved in the Recognized Obligation Payment Schedule (“ROPS”) under line item no. 276.

The original rate schedule set forth the areas to be maintained, and the number of months each area is to be maintained. There was difficulty in establishing exactly when the improvements would be turned over to Mariposa. Nearly all of the areas (Sub-Areas 1 to 6) to be maintained were turned over to Mariposa within the first year of the contract instead of starting in the second year. Thereafter, on June 23, 2022, the Board approved Amendment No. 1 revising the rate schedule to reflect the new maintenance schedule and costs, increasing compensation by \$688,150.25, and revising the address for the Agency. On January 25, 2024, the Board approved Amendment No. 2 to extend the term through June 30, 2026, revise the scope of services to include expanded rodent control services, revise the rate schedule, and increase compensation by \$4,834,116.27. On April 25, 2024, the Board approved Amendment No. 3 revising the scope of services to include providing maintenance of approximately three acres of the sloped areas off of Grand Avenue and Golden Springs Drive, revising the rate schedule to include weed abatement costs, rodent control costs, and repair costs, and increasing compensation by \$248,223.76.

Discussion:

The maintenance of approximately 200 acres of landscape throughout the IBC, Baker Parkway slopes, and Grand Avenue/Golden Springs Drive slopes is ongoing. Mariposa has been providing satisfactory services since 2021, and Staff recommends approving Amendment No. 4 to extend the term through June 30, 2028. Additionally, the rate schedule is revised to include the costs for the services for each fiscal year, 2026-2027 and 2027-2028, with a companion increase in the compensation of \$5,341,343.92.

Fiscal Impact:

The fiscal impact is \$5,341,343.92 over two years. This is budgeted for in the proposed ROPS 26-27 under line item no 276 for \$2,800,000.00.

Recommendation:

Staff recommends the Board approve Amendment No. 4 to the Maintenance Services Agreement with Mariposa.

Exhibits:

1. Amendment No. 4 to the Maintenance Services Agreement with Mariposa Landscapes, Inc., dated January 29, 2026
2. Approval Letter - Mariposa Landscape - IBC Slopes

**AMENDMENT NO. 4
TO THE MAINTENANCE SERVICES AGREEMENT
WITH MARIPOSA LANDSCAPES, INC.**

This Amendment No. 4 to the Maintenance Services Agreement (“Agreement”), is made and entered into this 29th day of January, 2026, by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, a public body (“Agency”) and **MARIPOSA LANDSCAPES, INC.** a California corporation (“Contractor”). The Agency and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about July 1, 2021, the Agreement was entered into and executed between the Agency and Contractor for landscape maintenance services at the Industry Business Center; and

WHEREAS, on or about June 23, 2022, Amendment No. 1 was approved to revise the rate schedule to reflect the updated maintenance areas and include additional weed abatement and rodent control areas, along with a companion increase in compensation of \$688,150.25, and to update the address for the Agency; and

WHEREAS, on or about January 25, 2024, Amendment No. 2 was approved to extend the term through June 30, 2026, revise the scope of services to include expanded rodent control of mice and rats, and revise the rate schedule to reflect Mariposa’s new rates, along with a companion increase in compensation of \$4,834,116.27; and

WHEREAS, on or about April 25, 2024, Amendment No. 3 was approved to revise the scope of services to include additional landscaped slope areas for maintenance at the intersection of Grand Avenue and Golden Springs Drive, revise the rate schedule to reflect the additional maintenance costs, and increase compensation by \$248,223.76; and

WHEREAS, the Parties desire to extend the term through June 30, 2028, for Contractor to continue providing landscape maintenance services, revise the rate schedule to reflect the maintenance costs for the next two fiscal years, along with a companion increase in compensation of \$5,341,343.92; and

WHEREAS, for the reasons set forth herein, the Agency and Contractor 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:

1. TERM

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

The 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.

4. PAYMENT

The second sentence of Section 4(a) is hereby revised to read in its entirety as follows:

This amount shall not exceed Sixteen Million Five Hundred Eighty Eight Thousand Eight Hundred Sixty Four dollars and Twenty cents (\$16,588,864.20) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT B, RATE SCHEDULE

The Rate Schedule is hereby amended to include the rates set forth in Attachment 1, attached hereto, and incorporated herein by reference.

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**

**“CONTRACTOR”
MARIPOSA LANDSCAPES,
INC.**

By: _____
Joshua Nelson, Executive Director

By: _____
Terry Noriega, President

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

ATTACHMENT 1

EXHIBIT B Rate Schedule

Area/Description	Quantity (Times per Year)	Unit Cost	Total Cost
LANDSCAPE MAINTENANCE FOR YEAR 1 (July 1, 2026 to June 30, 2027) (A)			
Slope Areas on West Side of Grand Avenue (Gray Areas on the Plans, Approximate Total Maintenance Area = 116 Acres)	12	\$115,195.28/ Month	\$1,382,343.36
Slope Areas on East Side of Grand Avenue (Colored Areas on the Plans, Approximate Total Maintenance Area = 68 Acres) (A-1)			
Sub-Area 1	12	\$20,502.30/ Month	\$246,027.60
Sub-Area 2	12	\$18,836.88/ Month	\$226,042.56
Sub-Area 3	12	\$20,936.24/ Month	\$251,234.88
Sub-Area 4	12	\$2,838.46/ Month	\$34,061.52
Sub-Area 5	12	\$5,130.44/ Month	\$61,565.28
Sub-Area 6	12	\$4,113.23/ Month	\$49,358.76
Mitigation Slope Area (A-2)			
Slope Areas (GGS-0387)	12	\$5,582.46/ Month	\$66,989.52
LANDSCAPE MAINTENANCE FOR YEAR 2 (July 1, 2027 to June 30, 2028) (B)			
Slope Areas on West Side of Grand Avenue (Gray Areas on the Plans, Approximate Total Maintenance Area = 116 Acres)	12	\$118,651.14/ Month	\$1,423,813.68
Slope Areas on East Side of Grand Avenue (Colored Areas on the Plans, Approximate Total Maintenance Area = 68 Acres) (B-1)			
Sub-Area 1	12	\$21,117.36/ Month	\$253,408.32
Sub-Area 2	12	\$19,401.98/ Month	\$232,823.76
Sub-Area 3	12	\$21,564.32/ Month	\$258,771.84
Sub-Area 4	12	\$2,923.62/ Month	\$35,083.44
Sub-Area 5	12	\$5,284.36/ Month	\$63,412.32
Sub-Area 6	12	\$4,236.63/ Month	\$50,839.56
Mitigation Slope Area (GGS-0387) (B-2)			

Slope Areas (GGS-0387)	12	\$5,749.93/ Month	\$68,999.16
MAJOR REPAIRS			
Major Repairs (Per Maintenance Services Agreement, Exhibit A – Scope of Services, Page 50, Subsection D, Item 8.c.)	1	LS	\$300,000.00
ADDITIONAL WEED ABATEMENT AND RODENT CONTROL			
Weed abatement (Biannual)	4	\$61,067.53/ Each	\$244,270.12
Rodent Control	24	\$3,845.76/ Month	\$92,298.24
GRAND TOTAL			\$5,341,343.92

**EXHIBIT A TO AMENDMENT NO. 4:
AGREEMENT FOR CONSULTING SERVICES WITH MARIPOSA LANDSCAPES,
INC. (DATED JULY 1, 2021)**

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

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of July 1, 2021 ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and Mariposa Landscapes, Inc. a California corporation ("Contractor"). The Agency and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Agency desires to engage Contractor to perform the services described herein, and Contractor 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 Contractor 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, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Contractor 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 Contractor, 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) The 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) Contractor 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 landscape maintenance services, serving a municipal agency.

(d) Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would

require Contractor 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 Contractor'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.* Contractor 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 Contractor was an employee, agent, appointee, or official of the Agency in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the Agency for any sums paid to the Contractor. Contractor 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) Contractor 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 Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

(a) The Agency agrees to pay Contractor 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 Five Million Four Hundred Seventy-Seven Thousand Thirty Dollars (\$5,477,030.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor 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. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency and Contractor at the time Agency's written authorization is given to Contractor for the performance of said services.

(c) Contractor 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 Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor 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 Contractor shall submit an invoice to the Agency pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Contractor 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. Contractor 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. Contractor 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 Contractor. With respect to computer files, Contractor shall make available to the Agency, at the Contractor'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. Contractor 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 Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the Agency.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, employees or Subcontractors (or any agency or individual that Contractor 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, Contractor 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 Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(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, Contractor shall have an immediate duty to defend the Agency at Contractor'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 Contractor and Agency, as to whether liability arises from the sole negligence of the Agency or its officers, employees, or agents, Contractor 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. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the Agency a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Contractor shall indemnify, defend and hold harmless, the Agency, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including 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, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, service as an independent contractor. The indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the Agency may have under the law.

11. LEGAL RESPONSIBILITIES

The Contractor 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 Contractor 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 Contractor to comply with this Section.

12. UNDUE INFLUENCE

Contractor 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 Contractor, or from

any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without Agency's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, 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) Contractor shall promptly notify Agency should Contractor, its officers, employees, agents, or subcontractors 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 Contractor 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 Contractor 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 Contractor in such proceeding, Contractor agrees to cooperate fully with the Agency and to provide the opportunity to review any response to discovery requests provided by Contractor. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

15. NOTICES

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

To Agency:

Successor Agency to the
Industry Urban-Development Agency
15625 E. Stafford, Suite 100

City of Industry, CA 91744
Attention: Executive Director

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
Agency of Industry, CA 91746
Attention: James M. Casso, General Counsel

To Contractor: Mariposa Landscapes, Inc.
6232 Santos Diaz Street
Irwindale, CA 91702
Attention: Terry Noriega, President

16. ASSIGNMENT

The Contractor 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 subcontractor for any services under this Agreement, Contractor shall provide Agency with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor 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 subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the Agency for such insurance.

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by Agency or Contractor 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 Contractor unless in writing.

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

By: 
Troy Helling, Executive Director

“CONTRACTOR”
Mariposa Landscapes, Inc.

By: 
Terry Noriega, President

Attest:
By: 
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: 
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide landscape maintenance services as set forth herein. Agency shall provide the Contractor the as-builts for reference to complete the scope of services to the standards contained below. The areas to be maintained are shown on the plans included at the end of this exhibit. Contractor shall provide the following services:

1.0 Vegetation Maintenance (All Areas)

A. Trees

1. Trees shall be pruned within the following criteria detailed in No. 4 below.
2. Designated broadleaf trees (as needed).
3. Designated conifers (as needed).
4. Trees shall be pruned per international society of arboriculture (ISA) standards to remove broken or diseased branches, or for safety. It shall be the Contractor's prime responsibility related to pruning to conduct a pruning program which will ultimately develop proper tree scaffolding, strength, and appearance consistent with the intended use. Before any work commences, the Contractor will prune one typical tree of each different species scheduled for pruning as an example. All major pruning operations shall be scheduled and approved by the Agency representative before work begins.
5. All trees which are located within the landscape maintenance area (excluding Palm trees) shall be included.
6. Trees stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as per Agency's request. Replace broken stakes.
7. Topping trees will not be allowed without approval of the Agency representative. Pruning shall be done by those experienced and skilled in pruning techniques. All cuts shall be done using proper horticultural practices per I.S.A. standards. Dressing wounds will not be allowed.
8. Prune trees along sidewalks to allow seven (7) foot clearance for pedestrians and fourteen (14) feet above curb and gutters for vehicular traffic.
9. Perform minor tree surgery.
10. Ailing or stunted trees which fail to meet expected growth expectations shall be brought to the attention of the Agency representative.
11. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted (Except for street trees). Lower branches shall

be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper (tapered trunk). If there are doubts or questions, contact the Agency representative. Tree suckers will be removed as-needed.

Lower branches can be removed after tree is able to stand erect without staking or other support.

12. All holes from removed trees shall be filled and refilled until it maintains grade level.
13. The Contractor will be responsible for staking and tying trees, and removal of staking and ties, when no longer needed for tree development and stability.
14. All debris from pruning, trimming, and tree maintenance shall be removed from project site by contractor during the same working day accumulated.
15. During the fall season, the Contractor shall provide weekly pick-up of fallen leaves after the initial request to begin is given by the Agency.
16. If trees are not pruned by the specified date as identified by an Agency representative inspection, the Contractor shall be issued a Performance Deficiency Notice, unless the Contractor submits an acceptable written request, such as a letter or email, to the Agency stating the reason why they cannot complete the pruning by the stated date and what date the pruning service will be completed.
17. A log of tree removal and replacement will be kept by the Contractor stating where and when the trees were removed and replanted, species, site, and approximate location.
18. Any dead limb or branch, detached or not, are a safety hazard and will be removed as needed.
19. Any plants broken, damaged, and/or uprooted as a direct result of storm damage, wind damage, accident or vandalism shall be trimmed, replanted or replaced, and debris removed within twenty-four (24) hours of notification. Any debris blocking roadways or parking areas shall be removed within one (1) hour of notification to Contractor. The Contractor shall call the Agency to confirm the damage, prepare a material request and estimate of plant material replacement and submit a cost proposal for Agency review and approval. The Contractor shall be issued a purchase order to perform this additional work.
20. The Contractor will be held liable for any damages done to trees due to poor management procedures (i.e., improper staking, damage done by not removing tree ties, improper pruning, etc.) and will be required to correct and complete the work to repair the damages at no additional cost to the Agency.
21. If the planted ground cover, shrub, or tree dies as a direct result of neglect, inadequate care, or inadequate maintenance, the replacement

item and required labor shall be provided by the Contractor at no cost to the Agency. This includes material newly planted and material which has been planted. Replacement must be of comparable size for damaged plant material. Agency representative will make final determination as to replacement material required.

B. Shrubs

1. All shrubs shall be trimmed in a natural manner so as to represent the normal plant growth pattern and not obstruct the vision from building windows or the vision of vehicle drivers.
2. All shrubs, and ground vegetation shall be maintained so the vegetation does not grow beyond its designated growth perimeter, or interfere with operation of irrigation system.
3. Whenever ground cover, shrubs, or trees die, the Contractor shall call the Agency to confirm the vegetation is dead, request authorization for replanting, replant it and submit a cost proposal for Agency review and approval. The Contractor shall be issued a Purchase Order to perform this additional work. The Agency reserves the right to furnish the required plant, shrub, or tree. The Agency will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement.
4. Remove any spent blossoms or dead flower stalks (dead heading) as required to present a neat and clean appearance.
5. Shrub and ground cover mounding shall not exceed 2 feet in height within areas required for vehicular sight distance depending upon roadway topography. (Agency representative to be informed by Contractor if plant material is placed in areas where this will continually be a problem.)

C. Vines

General

1. Vines and espalier plants shall be checked and retied as required by an Agency representative inspection or if the Contractor determines it is needed. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Deep water vines in pockets not provided with sprinklers as required to promote optimum growth.
4. Pruning of vines will be in accordance with good horticultural practices.

D. Ground Cover

General

1. Trim ground cover adjacent to walks, walls, and/or fences as required for general containment to present a neat, clean appearance.
2. Cultivate and/or spray approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled on a monthly basis. Remove weeds by chemical or mechanical means as approved by Agency representative.
3. Prevent soil compaction by cultivating regularly all ground cover areas.
4. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.
5. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to block or interfere with the operation of irrigation systems, grow up trees, into shrubs, or on structures on walls. Keep trimmed back approximately 4 inches from structure or walls. Coordinate trimming around base of shrubs/trees with Agency representative.

1.1 Pest Control of Plant Material

A. General

1. The Contractor shall provide complete and continuous control and/or eradication of all plant pests or diseases. The Contractor shall obtain any necessary permits to comply with Agency, County, State, or Federal regulations or laws. Contractor will assume responsibility and liability for the use of all chemical controls.
2. Pests and diseases to include, but not limited to, all insects, aphids, mites, other invertebrates, pathogens, nematodes, and weeds. Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies, biological control, and host resistance.
3. All material used shall be in strict accordance and applied within the most current EPA regulations and the California Department of Pesticides Regulations (D.P.R.), and any other applicable laws, rules and/or regulations.
4. Agency shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with Agency representative. Material use reports for all pesticides shall be filed with the Agency no later than the 10th of every month for the preceding month.

5. Application of Pesticides

- a. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Contractor shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.

Irrigation water applied after treatment shall be adjusted to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.

- b. Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the D.P.R. or EPA regulations.
- c. Equipment and Methods: Spray equipment shall be in good operating conditions, quality, and design to efficiently apply materials to the target area. Equipment to be calibrated prior to use.
- d. Selection of Materials: Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. A licensed pest control advisor shall make recommendations as for each type of pest and chemical application. Pest Control Advisor (PCA) recommendations shall be included in monthly material use reports.

6. All areas of the landscape shall be inspected for infestations of harmful pests such as ants, insects, mites, snails, and sow bugs. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.

7. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

- a. The State of California D.P.R. requires that toxic pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation consists of all the information Contractor should know for an accurate and safe usage. The recommendation must be time and site specific.
- b. Application of all pesticides shall be only by a properly State Licensed Pest Control Applicator.

- c. There shall be no application of a pesticide without written permission of the Agency.
 - d. In case a Restricted Use Pesticide is recommended, the Agency must have a use permit issued only by the Los Angeles County Agricultural Commissioner.
8. Start preventative cultural methods before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. Contractor to look for seasonal pest changes in the landscape. Provide control at optimum time in life cycle of pests per the State's Pest Control Advisor ("PCA") publication recommendations per list, section F, part A-2.
 9. Weeds must be removed upon appearance. Selective post emergence herbicides shall be used to kill weeds without permanent injury to other plants. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing.
 - a. All creeping grasses, as well as broadleaf weeds, shall be kept out of shrubs and ground covers.
 - b. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
 - c. Grass weeds in lawns shall be controlled with selective post-emergence herbicides.
 10. Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications.
 11. Turf and other plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 10 days after receiving notice from the Agency.
 12. The Contractor shall establish a continuing program to control insects and rodents.
 13. With the program, the following information shall be included:
 - a. The pest to be controlled
 - b. Method of control
 - c. The product labels
 - d. A schedule as to frequency of control
 14. Monthly, the Contractor shall complete a pesticide use and application log for any pesticides used. (Failure to submit this log to Agency representative will result in a Performance Deficiency Reduction.)
 15. When using pesticides, the instructions on the label shall be followed explicitly and special care shall be exercised in application.

1.2 Rodent Control

The Contractor shall be responsible for the control (eradication) of burrowing rodents (ground squirrels, gophers, and moles) throughout the project area. The contractor will be held responsible for any slope destabilization created by the rodents if found present in the landscape area.

1.3 Drainage Facilities

The Contractor shall be responsible for continual inspection of surface drains (i.e., bench drains, flow structures), located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate to prevent proper flow of water.

1.4 Fertilization

- A. Scheduling: Fertilization will be applied as required, or as otherwise directed by the Agency representative. All applications shall be recorded and specifically identified on the weekly schedule, indicating the fertilizer used and frequency applied, landscape material applied to (i.e., turf, trees, shrubs, ground cover, etc.), and landscape area location on project.
- B. General: Fertilizers shall be inorganic, dry, pelletized formulation. Application shall be in accordance with manufacturer specifications.
- C. Method of Application: In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader which tends to throw material onto paved areas. The use of constant flow P.T.O. driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. The Contractor will be responsible for removing all fertilizer stains from concrete caused by this application. Fertilizer shall be applied at manufacturer's recommended rate.
- D. Timing of Application: When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.
- E. Ground cover: Fertilizers, pre-approved by a Agency representative, shall be applied at no less than (4) times a year with a commercial fertilizer at the rate of (1) pound actual nitrogen per 1,000 square feet. Feeding shall be done in accordance with the rate indicated by the manufacturer
- F. Shrubs and Vines: Fertilizers, pre-approved by an Agency representative, shall be applied to shrubs and vines with a commercial fertilizer at the rate of (7) pounds per 1,000 square feet twice annually. Feeding shall be done in accordance with the rate indicated by the manufacturer.
- G. Trees: Fertilization may require deep root feeding or foliar applications to correct iron chlorosis and other micro-nutrient deficiencies.

1.5 **Plant Additions and/or Replacements**

As part of this Agreement, the Contractor may be requested to replace damaged or destroyed trees, shrubs, vines, ground cover, or flowers. The Contractor shall submit a cost proposal for Agency review and approval. The Contractor shall be issued a Purchase Order to perform this additional work. Exceptions will be replacements due to Contractor's neglect. This will be determined by the Agency representative.

2.0 **Clean-Up**

- A. At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Debris generated from adjacent maintained landscape areas shall be the responsibility of the Contractor to remove, (i.e., sidewalks, streets, gutters).
- B. Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence. All grass clippings shall be picked up after each mowing or trimming operation.
- C. All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day. All municipal green waste generated from Contractor's operations shall be diverted from County landfill to an approved reclamation site and processed for recycling.
- D. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic.
- E. All shrub areas not inter-planted with ground cover will be raked clean a minimum of once a month.
- F. The Contractor shall provide a general clean-up operation on a daily basis for the purpose of picking up papers, trash, or debris which may accumulate in the landscape areas, caused by winds or normal conditions.

3.0 **SPRINKLER MAINTENANCE DETAILS**

Irrigation

A. General

The controlling factor in the performance of water management within the Agency landscape maintenance area is the application of water to landscape plants at a rate which closely matches the actual demands of plant material with little or no runoff. Roadway safety and maintenance is the first and foremost reason why water must be strictly controlled within the Agency. Other important water management considerations include: safe and dry turf areas for community use, water costs, and plant health.

Verification of Supply System Pressure: Contractor to verify system operating pressure for each valve to ensure there is complete coverage at highest elevations with minimal misting / fogging (operating pressure at highest head should be between 40-45 p.s.i.) The pressure regulator at the P.O.C. shall be set based on the contractors' findings. The P.O.C. should be checked

periodically and if pressure is substantially higher than design pressure, the pressure regulator should be adjusted accordingly.

B. Reports

Submit reports on Contractor forms

C. Irrigation/Operation and Maintenance

Irrigation shall be accomplished in accordance with Walnut Valley Water District watering schedule for Recycled Water.

Failure to adjust irrigation controllers to comply with designated watering windows and Agency-provided schedules will result in a Performance Deficiency Reduction.

D. Operation/Repair

1. The entire irrigation system to include all components from connection at meters shall be maintained in an operational state at all times. This coverage shall include but not be limited to the following: all controllers (including online management of schedules and system information / flow alerts & reports), remote control valves, gate valves, quick couplers, pressure regulation, hydrometers, basket strainers, and pumps. Contractor's responsibility for mainlines shall consist of continual monitoring and any necessary repairs not to exceed one mainline failure per controller each month. Contractor is required to notify Agency representative of mainline failures within twelve (12) hours of occurrence.
2. All irrigation systems shall be tested and inspected a minimum of once per week and a written report submitted weekly in accordance with the schedule submitted at the start of the contract showing the location, day of week, and time of day that each system will be tested. Any changes shall be submitted for approval prior to enactment.
3. All systems shall be adjusted in order to:
 - a. Provide adequate coverage of all landscape areas
 - b. Prevent runoff and/or erosion from mainline / lateral line breaks, and or equipment failure.
 - c. Prevent watering roadways, facilities such as tennis, basketball or handball courts, walkways, trails, fences, and private property
 - d. Match precipitation rates
 - e. Limit hazardous conditions
 - f. Maintain accurate flow sensing management, pressure regulation, and master valve operation / protection.
 - g. Prevent over and under watering of plant material

4. All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken.
5. In addition to weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily if necessary.
 - a. Repair malfunctioning controllers, pumps, basket strainers, hydrometers, pressure regulators, quick couplers, manual or automatic valves and sprinkler heads within twelve (12) hours of receipt of written notice.
 - b. Correct deficient irrigation systems and equipment as necessary following written notification from the Agency representative.

The Contractor shall turn off irrigation system immediately as directed during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.

- c. Once the Agency representative acknowledges the necessity to turn on the water once again, all controllers shall be activated within twelve (12) hours.
6. The entire irrigation system to include all components from connection at meters shall be maintained in an operational state at all times. This coverage applies to all controllers and remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, moisture sensing devices, and all related equipment.
7. Contractor shall provide personnel fully trained in all phases of landscaping and irrigation systems operation, maintenance, adjustment, and repair; in all types of components to include irrigation control clocks, valves, and sprinkler heads; and with all brands and models of irrigation equipment.
8. Adjustment, damage, and repairs shall be divided into the following categories and actions:
 - a. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
 - b. All damage resulting from the Contractor's operations shall be repaired or replaced prior to the end of the work day at the Contractor's expense.
 - c. Repair / replacement shall be divided as follows:

- Minor repairs or replacements shall include, but not be limited to, all irrigation components from, and including, the valve to lateral line and heads/emitters. Replacement shall include entire valve and or sprinkler head, adjusting pins, friction collars, washers, trip assemblies, tubing, and other small parts. The cost for minor repairs / replacements shall be included as part of the costs for operations and maintenance of the irrigation system. Replacement shall include up to (5) valves per P.O.C. and (1) sprinkler head per valve yearly.
 - Major repairs shall include all items before the automatic control valve including but not limited to backflow, pressure regulators, and mainline control wire (except as previously noted). Major repairs will not be paid under this Agreement.
- d. Repairs to the irrigation system shall be completed within 12 hours on broken irrigation mainlines.
 - e. All replacements shall be with original type and model materials unless a substitute is approved by the Agency representative.
 - f. Contractor shall maintain an adequate stock of medium and high usage items for repair of the irrigation system.
 - g. Contractor shall implement repairs in accordance with all effective warrants and no separate payment will be made for repairs on equipment covered by warranty.
 - h. Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis for unauthorized increases in the frequency of irrigation. Costs will be determined from comparisons of usage with historical usage for the same time period. Costs to be deducted from payments will be presented to the Contractor by the Agency.
 - i. The Agency will do spot inspections to check the accuracy of the Contractor's maintenance reports. If discrepancies are found, the Contractor will have twenty-four (24) consecutive hours to correct problems. While the Contractor is correcting problems in unsatisfactory areas, the specified level of service will be maintained in all other aspects of this contract.
 - j. Under the direction of the Agency, the Contractor will repair sprinklers, control valves, and control clocks.
 - k. The Contractor shall adjust sprinkler heads and valve boxes to the level of the ground surface.
 - l. Control valves, sprinklers, and direct burial control wires shall be located and repaired by the Contractor.

- m. The Contractor shall be responsible for properly removing control clocks needing repair, marking station wires, and reinstalling the control clock with station wires in the original order as found.
- n. When sprinkler systems are out of service due to the Contractor's neglect, the Contractor shall be required to water by hand or other means in accordance with plant and vegetation needs. This shall not be an extra labor charge.
- o. Personnel
 - 1) The Contractor shall provide personnel fully trained in all phases of landscape irrigation system operation, maintenance, adjustments, and repair; in all types of components to include irrigation controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the Agency. The following are the required personnel:
 - (1) Supervisor with 10-15 years of experience overseeing landscape and irrigation maintenance. For required hours to oversee project see Section E, Sub-section 6-2 Prosecution of the Work
 - (1) Irrigation Technician with 5-7 years of experience installing and repairing irrigation systems. For required hours to oversee project see Section E, Sub-section 6-2 Prosecution of the Work
 - (1) Crew comprising of (1) foreman and (4) labors. For required hours to work on the project see Section E, Sub-section 6-2 Prosecution of the Work.
 - 2) The Contractor shall provide personnel knowledgeable of, and proficient in, current water management technology such as web based irrigation scheduling software (Rainbird IQ), with the capability of working with Agency staff in implementing more advanced water management strategies.
 - 3) The Contractor shall provide personnel capable of verbal and written communication in a professional level of English.
- p. Materials
 - 1) All replacement materials are to be with original types and model materials, unless a substitute is approved by the Agency representative.
 - 2) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.

- 3) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- 4) The actual cost of all material passed on to the Agency shall be wholesale cost of the material.
 - a) The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including discount available.
 - b) The total cost of materials shall include the following:

Wholesale cost (retail costs minus Contractor's discount. As stated above.

Applicable sales tax.

A markup of 15% maximum for all overhead costs and profits.
- 5) All materials are to be new and identical to existing materials, unless directed otherwise by the Agency Inspector.

p. Invoicing

- 1) Emergency call-outs after working hours will be included in the monthly amounts per area.

q. Water Management

- 1) All systems including web based software (Rainbird IQ) shall be monitored daily, and programmed weekly and/or as needed to maintain healthy plant material and landscape.
- 2) Water meter reading and IQ Flow management reports for each system shall be submitted on a monthly report the first working day of each month.

4.0 **WEED CONTROL OF PAVED SURFACES**

Contractor shall be responsible for controlling weeds by mechanical or chemical means, weeds growing in cracks, or expansion joints, and areas contiguous to the Agency landscape.

5.0 **GUARANTEE AND/OR REPLACEMENT POLICY**

All new plant material and irrigation installations shall be guaranteed for a period of one calendar year except due to "Acts of God", i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor, if it is determined by Agency representative, that they died due to Contractor's negligence.

6.0 REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in the time specified will result in a delay of monthly payments or a Performance Deficiency Deduction. Such reports must be detailed and thorough and may include but not be limited to the following:

- A. Suggestions for improving problem areas.
- B. Reports of work planned.
- C. Cost information to perform extra work for upgrading specific areas.
- D. Weekly Maintenance Schedule(s).
 - 1. Contractor shall provide a weekly maintenance schedule to the Agency.
 - 2. Notification of change in scheduled work must be received by the Agency at least 12 hours prior to the scheduled time for the work.
- E. Weekly Landscape /Irrigation Maintenance Schedule Form(s).

The following forms are to be filled out by the water management personnel for the previous week and turned in on the Friday of each week (unless otherwise noted).

- 1. Irrigation Material Purchase Request, if applicable.
 - 2. Irrigation Controller Programming Confirmation turned in monthly.
 - 3. Landscape / Irrigation Maintenance Form – See Exhibit "A"
 - 4. An Analysis of Repair Data and Recommendations for Reducing Repair Costs (form provided by Contractor) is to be turned in bi-monthly.
- F. Pesticide Use Reports.
- G. Accident Reports.
- H. Incident Reports.
- I. Contract Maintenance Incident Report.
- J. Payment for maintenance reporting and schedules shall be included in the monthly amounts for each area. No separate compensation will be allowed.

GENERAL NOTES

1. UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION WITH ALL CORRECTIVE AMENDMENTS, PUBLISHED BY BRANSON NEWS INC., LOCATED AT 400 PARK CENTER DRIVE, SUITE E, WEST, CA 93690 AND APPROVED BY THE BOARD.
2. PRIOR TO SIGNING OF ANY WORK, OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, 1424 S. STANTON STREET, CITY OF INDUSTRY, CA 91744, (951) 333-3201.
3. ALL WORK COVERED BY THIS PLAN SHALL BE INDICATED BY THE CITY ENGINEER. REQUEST FOR POSITION CHANGE SHALL BE MADE 24 HOURS IN ADVANCE AT (951) 333-4534.
4. STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS, LATEST EDITION OF THE CITY OF INDUSTRY, FILED AT THE OFFICE OF THE CITY ENGINEER AT 1424 S. STANTON STREET, CITY OF INDUSTRY, CA 91744.
5. WORK IN EXISTING TRENCHES SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INTERFERENCE TO ADJACENT PROPERTY OWNERS AND THE MAXIMUM PUBLIC VALUE TO COMPLY WITH THE REQUIREMENTS IS A VIOLATION OF CITY ORDINANCE.
6. THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (714) 943-2107 AND THE LOS ANGELES COUNTY EQUIPMENT (714) 255-3333 AT THE TIME OF SIGNATURE TO OBTAIN AT LEAST 48 HOURS FROM THE START OF WORK.
7. ALL UTILITY LOCATIONS IN PUBLIC RIGHTS-OF-WAY OR PUBLIC PRIVATE STREETS SHALL BE MARKED WITH A YELLOW ORANGE AND RED FLAG. A MINIMUM 30" RADIUS OF CLEARANCE SHALL BE MAINTAINED BY A MINIMUM 18" CLEARANCE TO THE SURFACE OF THE DRIVEWAY, UP TO 6" BELOW FINAL GRADE AND AT LEAST 18" AT OTHER END OF TRENCH.
8. THE GRADE OF EXISTING ROAD OR DRIVEWAY SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY STREET IMPROVEMENTS TO BE MADE.
9. EXISTING CONCRETE APPROXIMATE AND APPROXIMATE EXISTING FINISH SHALL BE MAINTAINED, PER PERMITS, TO A 1/4" TOLERANCE FROM ORIGINAL OR APPROXIMATE TO FINISH.
10. ALL WORK SHALL BE DONE TO FINISH GRADE IN ACCORDANCE WITH THE CITY OF INDUSTRY SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY COUNTY ENGINEER, COUNTY OF LOS ANGELES COUNTY (800) SUPERVISOR OF CONSTRUCTION, AT (951) 333-3201, A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK IN THE AREA OF THEIR JURISDICTION. SHALL ADVISE IN THE ADJUSTMENT OF MATERIALS IN ACCORDANCE WITH THEIR PROFESSIONAL JUDGMENT.
11. THE CONTRACTOR SHALL PROTECT AND MAINTAIN EXISTING UTILITIES AND MAINTAINMENTS IN THE SECTION 401, 402 AND 403-2 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EXISTING AND NEW WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
13. 48 HOURS FROM ANY STREET WORK, THE CONTRACTOR SHALL CALL THE INDUSTRY ENGINEER, 1424 S. STANTON STREET AND OBTAIN ANY NECESSARY PERMITS.
14. THE FOLLOWING IS A LIST OF THE UTILITY MAINS AND THE PERMITS TO LOCATE REQUIRED FOR THE PROJECT, WHICH ARE THE CARES OF THE PROJECT:

- MR. JOHN ARZUEGUA (951) 649-4361
POWER (CALIFORNIA) INC.
- MR. DANIEL SANCHEZ (915) 434-3540
CALIFORNIA GAS COMPANY
- MR. RAY HARRIS (951) 333-3729
CALIFORNIA ELECTRIC COMPANY
- MR. BOB SOON (951) 637-1728
INDUSTRY WATER DISTRICT
- MR. BOB WALSH (915) 638-1141
SANTA ANA DISTRICT OF LA. COUNTY
- MR. JIM ZAVLA (951) 341-3721
INDUSTRY CALIFORNIA DISTRICT
- MR. JORDAN MOORE (951) 637-7550
INDUSTRY WATER DISTRICT

NOTICE TO CONTRACTOR

NOTICE OF THIS PLAN BY THE ENGINEER AND CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF THE UTILITIES OR THE DEPTH OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WHICH THE LOCATION OF THE UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.

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



LEGEND

LANDSCAPE MAINTENANCE AREA LIMITS

VICINITY MAP
NOT TO SCALE

INDEX OF DRAWINGS

CONTRACT NO. SHEET NO.	SHEET NO.	DESCRIPTION
1 OF 4	1 OF 4	PROJECT SITE SURVEY, VICINITY MAP, INDEX OF DRAWINGS, GENERAL NOTES
2 OF 4	2 OF 4	GENERAL LANDSCAPE MAINTENANCE AREA MAP
3 OF 4	3 OF 4	RESURFACE AND MEDIAN LANDSCAPE MAINTENANCE AREA
4 OF 4	4 OF 4	EASTSIDE LANDSCAPE MAINTENANCE AREA

2004 EIR MITIGATION 52-1

- THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING MEASURES DURING CONSTRUCTION TO MINIMIZE IMPACTS:
- 1. MAINTAIN EXISTING POWER LINES AND UTILITIES.
 - 2. USE AND MAINTAIN EXISTING EROSION CONTROL MEASURES.
 - 3. MAINTAIN EXISTING POWER LINES (E.G. POWER POLES) WITH PROTECTIVE HOUSING.
 - 4. MAINTAIN EXISTING POWER LINES TO MINIMIZE VIBRATION.
 - 5. MAINTAIN EXISTING POWER LINES TO MINIMIZE VIBRATION.
 - 6. MAINTAIN EXISTING POWER LINES TO MINIMIZE VIBRATION.
 - 7. MAINTAIN EXISTING POWER LINES TO MINIMIZE VIBRATION.
 - 8. MAINTAIN EXISTING POWER LINES TO MINIMIZE VIBRATION.
 - 9. MAINTAIN EXISTING POWER LINES TO MINIMIZE VIBRATION.
 - 10. MAINTAIN EXISTING POWER LINES TO MINIMIZE VIBRATION.

NO.	DATE	REVISION	BY

CITY OF INDUSTRY

INCORPORATED JUNE 16, 1957
P.O. BOX 3048, CITY OF INDUSTRY, CALIFORNIA 91744
ADMINISTRATIVE OFFICE, 1424 S. STANTON STREET
(951) 333-3201

ACNC

AGENCY CONTRACT NUMBER: IBC-0389

PROJECT NO. 389

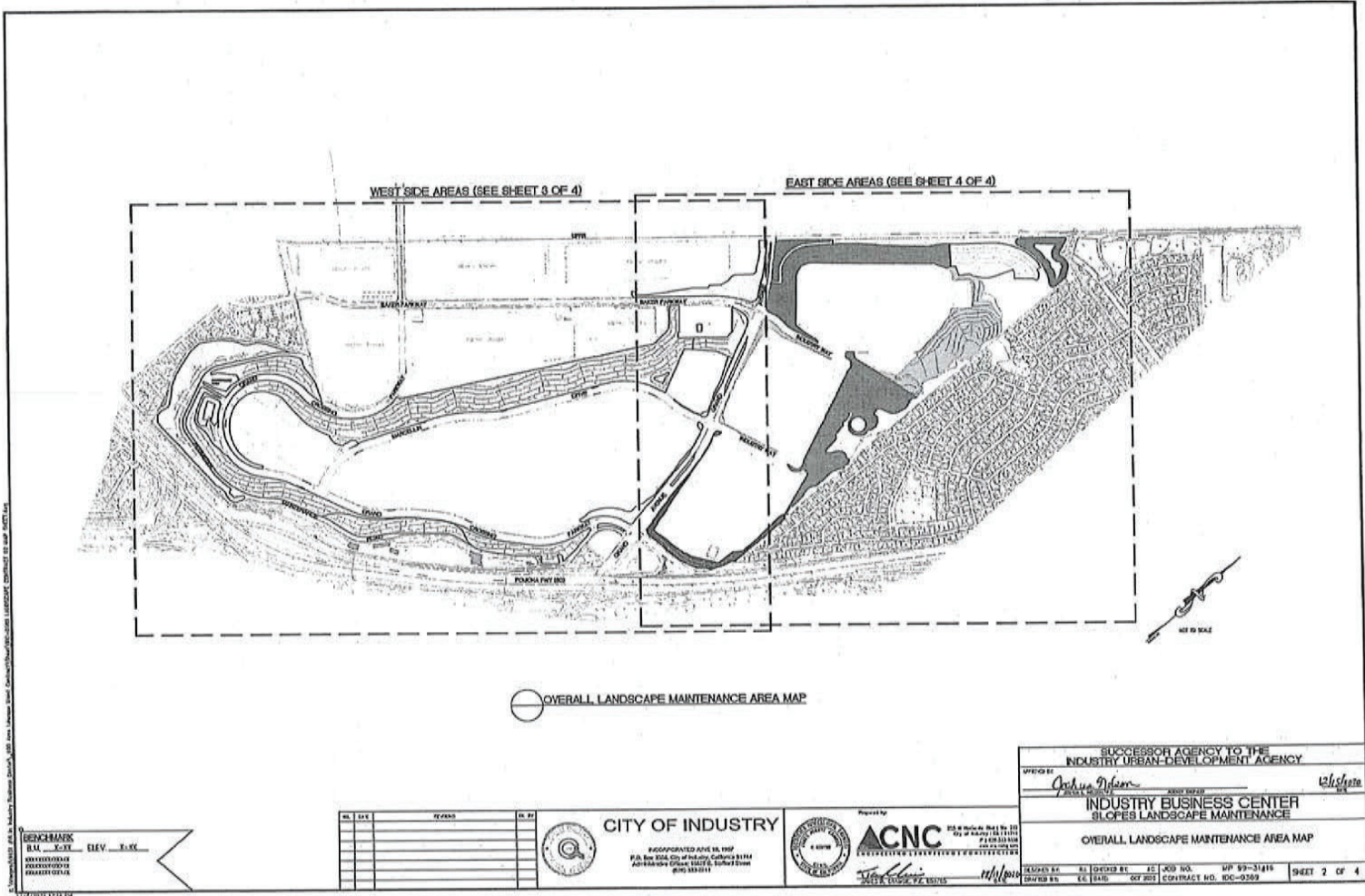
DATE: 03/20/04

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

**INDUSTRY BUSINESS CENTER
SLOPES LANDSCAPE MAINTENANCE**

PROJECT TITLE SHEET, VICINITY MAP, INDEX
OF DRAWINGS, GENERAL NOTES AND 2004
EIR MITIGATION NOTES

DESIGNED BY: AL. CHECKED BY: JC. DATE: 03/20/04. CONTRACT NO. IBC-0389. SHEET 1 OF 4



BENCHMARK
 B.M. — ELEV. — T.O.C.
 1/27/2017 12:14:19

NO.	DATE	REVISION	BY

CITY OF INDUSTRY
 INCORPORATED APRIL 18, 1967
 P.O. Box 5004, City of Industry, California 91714
 Administrative Offices: 9150 Sycamore Street
 Industry, CA 91744

Prepared by
CNC
 CONSULTING ENGINEERS
 224 N. BROADWAY, SUITE 200
 FULLERTON, CALIFORNIA 92631
 (714) 835-1100
 www.cnc-engineers.com

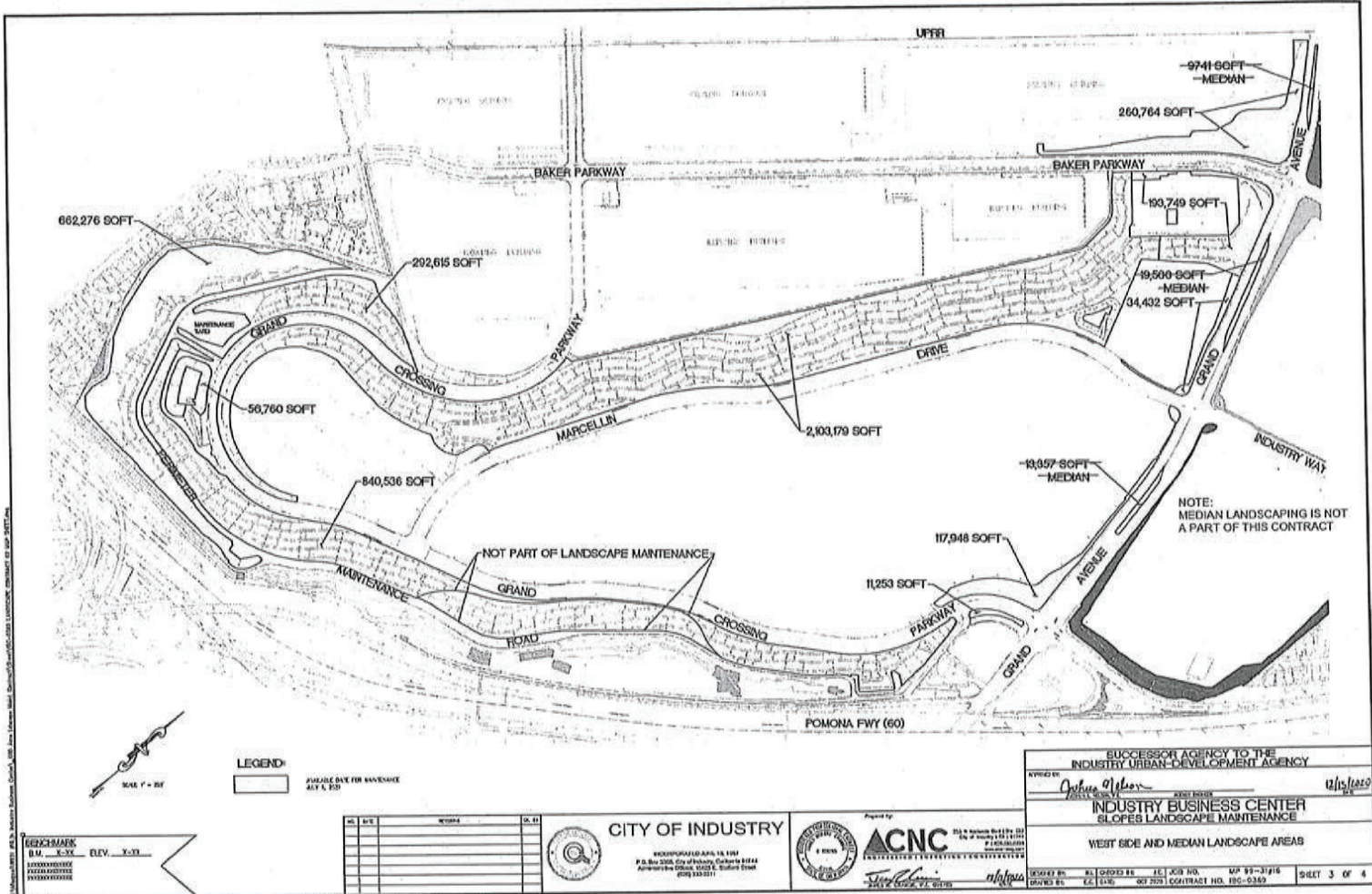
SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY

DESIGNED BY: *Johnnie Wilson*
 DRAWN BY: *W. Schmitt*

**INDUSTRY BUSINESS CENTER
 SLOPES LANDSCAPE MAINTENANCE**

OVERALL LANDSCAPE MAINTENANCE AREA MAP

PLANNED BY	REVISION BY	DATE	JOB NO.	HP 99-31815	SHEET 2 OF 4
DRAWN BY	DATE	07/2017	CONTRACT NO.	100-0369	



BENCHMARK
 BM ... X-Y ... ELEV. ... Y-XX
 XXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXX

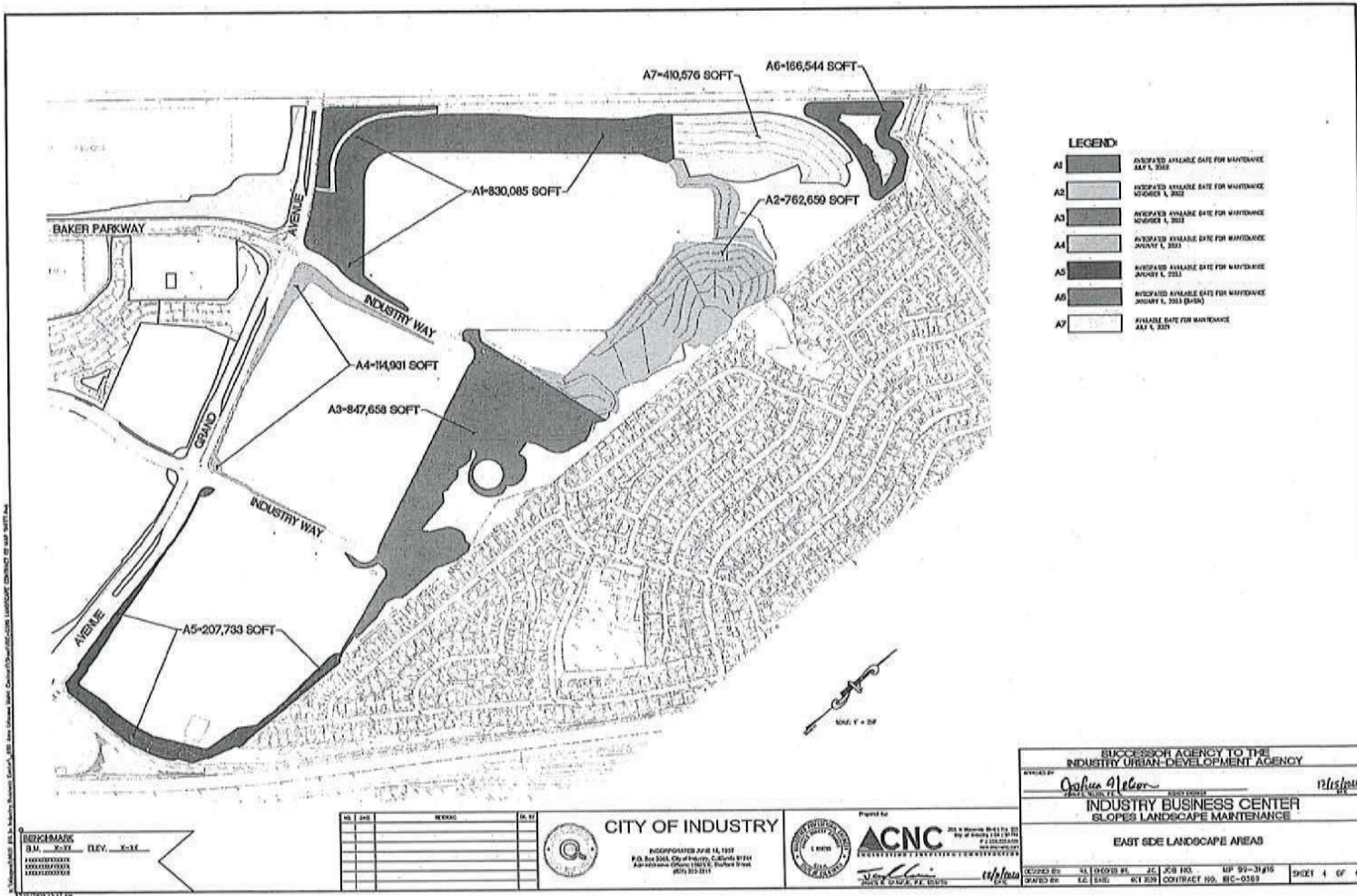
LEGEND
 [Symbol] PAVED DATE FOR MAINTENANCE
 MAY 4, 2018

NO.	DATE	WORK	BY

CITY OF INDUSTRY
 INCORPORATED APRIL 18, 1947
 P.O. Box 3308, City of Industry, California 91744
 Administrative Offices, 10021 E. Colton Street
 (909) 443-2211

Project by
ACNC
 ARCHITECTURAL CONSULTANTS AND ENGINEERS
 10000 W. 10th Street, Suite 100
 Los Angeles, CA 90024
 (310) 440-1111

SUCCESSOR AGENCY TO THE
 INDUSTRY URBAN-DEVELOPMENT AGENCY
 APPROVED BY
Andrew Wilson **Andrew Wilson** *12/15/2018*
INDUSTRY BUSINESS CENTER
SLOPES LANDSCAPE MAINTENANCE
WEST SIDE AND MEDIAN LANDSCAPE AREAS
 DESIGNED BY: [Signature] DATE: 02/20/18
 DRAWN BY: [Signature] DATE: 02/20/18 CONTRACT NO. IUC-0360 SHEET 3 OF 4



LEGEND

A1	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE JULY 1, 2022
A2	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE NOVEMBER 1, 2022
A3	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE NOVEMBER 1, 2022
A4	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE JANUARY 1, 2023
A5	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE JANUARY 1, 2023 (GRASS)
A6	ANTICIPATED AVAILABLE DATE FOR MAINTENANCE JANUARY 1, 2023 (GRASS)
A7	AVAILABLE DATE FOR MAINTENANCE AUG 1, 2023

INDEX MARKS

B.M.	2-37	ELEV.	K-11
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0000000000			
0000000000			

NO.	DATE	REVISION	BY

CITY OF INDUSTRY

INCORPORATED APRIL 14, 1919
 P.O. Box 5040, City of Industry, California 91704
 Administration Center 15675 Industry Street
 Industry, CA 91707

Prepared for

ACNC
 208 S. Main Street, Suite 100
 Industry, CA 91704
 (916) 833-1111

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN DEVELOPMENT AGENCY

APPROVED BY: *Carla Nelson* CITY ENGINEER
ntistate

INDUSTRY BUSINESS CENTER
SLOPES LANDSCAPE MAINTENANCE

EAST SIDE LANDSCAPE AREAS

DESIGNED BY: H. LINDQUIST & ASSOCIATES, INC.
 DRAWN BY: E.C. GARDNER

DATE: 04/15/2022
 SHEET: 4 OF 4

EXHIBIT B

RATE SCHEDULE

LANDSCAPE MAINTENANCE FOR YEAR 1 (July 1, 2021 to June 30, 2022)			Unit Price	Total
Slope Areas on West Side of Grand Avenue (Gray Areas on the Plans, Approximate Total Maintenance Area = 116 Acres)	12	Month	\$104,406.00	\$1,252,872.00
LANDSCAPE MAINTENANCE FOR YEAR 2 (July 1, 2022 to June 30, 2023)				
Slope Areas on West Side of Grand Avenue (Gray Areas on the Plans, Approximate Total Maintenance Area = 116 Acres)	12	Month	\$105,198.00	\$1,262,376.00
Slope Areas on East Side of Grand Avenue (Colored Areas on the Plans, Approximate Total Maintenance Area = 68 Acres)				
Sub-Area 1	12	Month	\$18,740.00	\$224,880.00
Sub-Area 2	8	Month	\$17,218.00	\$137,744.00
Sub-Area 3	8	Month	\$19,137.00	\$153,096.00
Sub-Area 4	6	Month	\$2,595.00	\$15,570.00
Sub-Area 5	6	Month	\$4,690.00	\$28,140.00
Sub-Area 6	6	Month	\$3,760.00	\$22,560.00
LANDSCAPE MAINTENANCE FOR YEAR 3 (July 1, 2023 to June 30, 2024)				
Slope Areas on West Side of Grand Avenue (Gray Areas on the Plans, Approximate Total Maintenance Area = 116 Acres)	12	Month	\$106,451.00	\$1,277,412.00
Slope Areas on East Side of Grand Avenue (Colored Areas on the Plans, Approximate Total Maintenance Area = 68 Acres)				
Sub-Area 1	12	Month	\$18,946.00	\$227,352.00
Sub-Area 2	12	Month	\$17,407.00	\$208,884.00
Sub-Area 3	12	Month	\$19,347.00	\$232,164.00
Sub-Area 4	12	Month	\$2,623.00	\$31,476.00
Sub-Area 5	12	Month	\$4,741.00	\$56,892.00
Sub-Area 6	12	Month	\$3,801.00	\$45,612.00
REPAIRS				
Repairs	3	LS	\$100,000.00	\$300,000.00
GRAND TOTAL				\$5,477,030.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

Professional liability (errors & omissions) insurance. Contractor 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 Contractor 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. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

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

from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor 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 Contractor, or Agency will withhold amounts sufficient to pay premium from Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, 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 Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Agency and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by 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. Contractor shall give the Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

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

DATE: January 29, 2026

SUBJECT: Consideration of Amendment No. 4 to the Agreement for Consulting Services with PlaceWorks, Inc., for the Industry Business Center project, extending the term through June 30, 2028 and revising the rate schedule (MP 99-31 #16)

Background:

On September 25, 2013, the Successor Agency (“Agency”) approved an Agreement for Consulting Services with The Planning Center/DC&E (“Planning Center”). The Planning Center was retained to provide mitigation implementation and monitoring services for the Industry Business Center (“IBC”) project’s Environmental Impact Report. This included the review of the status of mitigation measures contained in those documents, comparison to current plans and identification of any needed supporting documentation. Conceptual landscape plans for the manufactured slopes around the perimeter of the site were also included in the scope.

On March 26, 2020, Amendment No. 1 was approved revising the indemnity language so that it is consistent with best practices which were implemented since execution of the Agreement in 2013, and extending the term of the Agreement through June 30, 2022, as the Planning Center’s work on the IBC continued. Additionally, the rate schedule was revised to reflect the current rates along with a companion budget increase of \$21,454.00. On March 1, 2014, the Planning Center changed its name to PlaceWorks, Inc. (“PlaceWorks”). The Agreement was updated to reflect that change as part of the Amendment. On July 28, 2022, Amendment No. 2 was approved to extend the term through June 30, 2023, and revise the address for the Agency. On July 27, 2023, Amendment No. 3 was approved to extend the term through June 30, 2026, revise the rate schedule and update the address for PlaceWorks.

Discussion:

The Agreement expires on June 30, 2026, and Amendment No. 4 is necessary to extend the term through June 30, 2028, to allow PlaceWorks to continue providing environmental services related to the Environmental Impact Report for the Industry Business Center, as needed.

Additionally, it is necessary to revise the rate schedule to reflect PlaceWorks's current rates.

Fiscal Impact:

While there is an updated rate schedule, sufficient budget remains on the contract. PlaceWorks is approved in the Recognized Obligation Payment Schedule under Line Item No. 192.

Recommendation:

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

Exhibits:

1. Amendment No. 4 to Agreement for Consulting Services with PlaceWorks, dated January 29, 2026
2. PLACEWORKS - Executed Agreement

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

This Amendment No. 4 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 29th day of January, 2026, by and between the Successor Agency to the Industry Urban-Development Agency, a public body (“Agency”) and PlaceWorks, Inc., a California Corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about September 25, 2013, the Agreement was entered into and executed between the Agency and Consultant to provide mitigation implementation and monitoring services for the Industry Business Center project; and

WHEREAS, on or about March 26, 2020, Amendment No. 1 was approved, extending the term through June 30, 2022, revising the rate schedule to reflect Consultant’s current rates, with a companion increase in compensation of \$21,454.00, and revising the indemnity provisions to comply with best practices. Additionally, on or about March 1, 2014, The Planning Center/DC&E changed its name to PlaceWorks, Inc.. Given the name change of The Planning Center/DC&E, effective March 1, 2014, the Parties transferred all obligations previously held by The Planning Center/DC&E to PlaceWorks, Inc.; and

WHEREAS, on or about July 28, 2022, the Agency approved Amendment No. 2 for a term extension through June 30, 2023, and revised the address for the Agency; and

WHEREAS, on or about July 27, 2023, the Agency approved Amendment No. 3 for a term extension through June 30, 2026, revising the rate schedule and updating the address for PlaceWorks; and

WHEREAS, the Agreement expires on June 30, 2026, and it is necessary to extend the term through June 30, 2028 to allow Consultant to be available to provide services for the IBC, and revise the rate schedule to reflect Consultant’s current rates; and

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

AMENDMENT

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

3. Term of the Agreement.

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

This Agreement shall commence on Effective Date, and shall remain in full force and effect until June 30, 2028, unless sooner terminated as provided in Section 4 herein.

EXHIBIT B, RATE SCHEDULE

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

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”
PLACEWORKS, INC.**

By: _____
Joshua Nelson, Executive Director

By: _____
Kara L. Kosel, Vice President, Finance

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

EXHIBIT C

RATE SCHEDULE

	<u>STAFF LEVEL</u>	<u>HOURLY BILL RATE</u>
•	Principal	\$210-\$345
•	Associate Principal	\$195-\$295
•	Senior Associate II	\$170-\$280
•	Senior Associate I	\$160-\$240
•	Associate II	\$135-\$210
•	Associate I	\$125-\$195
•	Project Planner	\$105-\$185
•	Planner	\$90-\$165
•	Graphics Specialist	\$90-\$175
•	Administrator	\$145-\$250
•	Clerical/Word Processing/Technical Editor	\$45-\$175
•	Intern	\$80-\$135

Notes:

- Subconsultants are billed at cost
- Mileage reimbursement rate is the standard IRS-approved rate
- Subject to a five percent increase each year on above rates

**EXHIBIT A TO AMENDMENT NO. 4:
AGREEMENT FOR CONSULTING SERVICES WITH PLACEWORKS (DATED
SEPTEMBER 25, 2013)**

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 25th day of September, 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **THE PLANNING CENTER|DC&E**, a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires mitigation implementation and monitoring services for the Industry Business Center and the EIR (2004) and Supplemental EIR (2009).

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 Dwayne Mears, 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 \$172,502.00. 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 \$172,502.00. 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 \$172,502.00 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 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 \$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:

The Planning Center
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Attn: Dwayne Mears
(714) 966-9220

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

THE PLANNING CENTER|DC&E

By: 


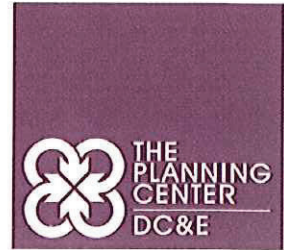
By: 

EXHIBIT A

Scope of Services



August 21, 2013

Successor Agency to the Industry Urban-Development Agency
15625 E. Stafford Street, Suite 100
PO Box 3366
City of Industry, CA 91744

Subject: Exhibit A – Scope of Services

The Planning Center|DC&E will provide mitigation implementation and monitoring services for the Industry Business Center and the EIR (2004) and Supplemental EIR (2009). This will include review of the status of mitigation measures contained in these documents, comparison to current plans and identification of needed supporting CEQA/MMP documentation, if any. Completion of any subsequent CEQA documentation such as an Addendum or Supplement would require additional authorization.

As part of this effort, conceptual landscape plans will be prepared for the manufactured slopes around the perimeter of the site following Project Design Features 1-1 through PDF 1-9 (2009) and Mitigation Measures 5.3-3 through 5.3-6a (2004) and others as applicable.

Sincerely,

THE PLANNING CENTER|DC&E

Dwayne Mears
Principal

EXHIBIT B

Project Timeline

EXHIBIT B

Project Timeline

Start date: September 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

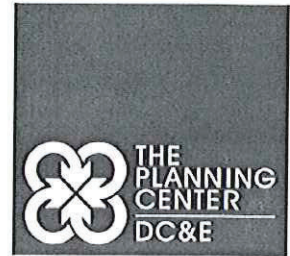


EXHIBIT C.

The Planning Center|DC&E
2013 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$180-\$250
Associate Principal	\$155-\$190
Senior Associate/Senior Scientist	\$130-\$185
Associate/Scientist	\$90-\$150
Project Planner/Project Scientist	\$80-\$120
Planner/Assistant Scientist	\$60-\$100
Graphics Specialist	\$65-\$90
Clerical/Word Processing	\$40-\$105
Intern	\$60-\$85

Other direct costs and subconsultants are billed at cost plus 10%.
Mileage reimbursement rate is the standard IRS-approved rate.

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
Sean Calvillo, Director of Operations

DATE: January 29, 2026

SUBJECT: Consideration of a Professional Services Agreement with R.P. Laurain & Associates, Inc. for appraisal services for traffic mitigation projects, in an amount not-to-exceed \$100,000.00, through June 30, 2028

Background:

The Industry Business Center (“IBC”) and Industry East (“IE”) traffic mitigation projects are ongoing. As part of the Environmental Impact Reports for the IBC and IE, the Successor Agency is responsible for making sure the measures to mitigate the traffic environmental impacts are implemented. Several projects are in design and will require intersection widening that impacts private property owners.

Discussion:

The impacts to the private property owners require appraisals. R.P. Laurain & Associates (“Laurain”) provides appraisal services, has worked in the City prior and is familiar with the IBC project. Staff recommends approving a Professional Services Agreement with Laurain in an amount not-to-exceed \$100,000.00, through June 30, 2028 to support Staff with appraisal services for the traffic mitigation projects.

Fiscal Impact:

The fiscal impact is \$100,000.00. In the proposed Recognized Obligation Payment Schedule 2026-2027, \$100,000.00 is proposed under Line Item 331 (MP 99-31 #65).

Recommendation:

Staff recommends that the Agency Board approve the Agreement with R.P. Laurain & Associates, Inc.

Exhibits:

1. Professional Services Agreement with R.P. Laurain & Associates, Inc.. dated January 29, 2026

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of January 29, 2026 (“Effective Date”), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“Agency”) and R.P. Laurain & Associates, 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 appraisal services, serving a public agency.

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Thousand Dollars (~~\$100,000.00~~) 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
13200 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Attention: James M. Casso, Agency Attorney

To Consultant: R.P. Laurain & Associates, Inc.
3353 Linden Avenue, Suite 200
Long Beach, CA 90807
Attention: John P. Laurain

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”

R.P. Laurain & Associates, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
John P. Laurain, Chief Executive Officer

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: _____
James M. Casso, Agency Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following appraisal services related to the traffic mitigation projects at the Industry Business Center:

For real estate appraisal services that are required for the acquisition of private property, the objective of the appraisal study will usually require the estimation of Fair Market Value. Fair Market Value is defined in Section 1263.320 of the California Code of Civil Procedure. If an appraisal assignment involves a partial taking of a parent property for an Agency project, the objective of the appraisal study will be the estimation of Total Just Compensation including the consideration of severance damages, as may be appropriate.

The following required procedure addresses a fee simple acquisition, under eminent domain practices.

1. A Notice of Intent to Appraise will be issued to the subject property owner by the appraiser, wherein the owner will be invited to accompany the appraiser at the time of the appraisal inspection.
2. The formal appraisal inspection will include the measurement of all buildings and site improvements. Photographs will be taken of all buildings and site improvements. The construction detail of all buildings will be noted.
3. The zoning of the subject property, along with development standards, will be determined by contact with the proper zoning authority.
4. A market research program will be initiated to locate land sales, improved property sales and rental data, as appropriate, for the application of those conventional valuation methods applicable to the subject property in the "before" condition.
5. All market data (land sales, improved property sales and rental information) will be viewed, photographed and confirmed with a party of interest. Whenever possible the sales will be confirmed by the grantor, grantee or agent involved in the transaction; the rental data will be confirmed by the lessor, lessee and/or agent involved in the transaction.
6. The valuation analysis will be applied to the subject property by application of the three conventional valuation methods (Sales Comparison, Cost and Income Approaches), as applicable in any given assignment. Absent a soils report or other information provided to the appraiser, the subject property would typically be appraised as though free of soil contamination.
7. In the case of a partial acquisition the appraiser will coordinate with engineering, legal counsel, or other staff to ensure a proper understanding of the partial

acquisition(s) to be acquired, with appropriate consideration given to temporary construction easements, severance damages, benefits, or other project factors, as applicable.

8. If required, the appraiser will coordinate efforts with any Furniture, Fixture and Equipment (FF&E) appraiser and/or goodwill (business) appraiser. Any FF&E or goodwill appraiser, as well as the utilization of specialty reports (soils, title, engineering, etc.), will be coordinated with the Agency, and approval will be obtained prior to utilizing any outside consultants.
9. The format of the appraisal report, from this firm, presents relative data, exhibits, the subject property description, and the valuation analysis in a complete, coherent and easy to follow sequence that has been appreciated by our clients. Typically, the appraisal report(s) will be delivered as electronic (PDF) documents; hard copies can be made available upon request.
10. It is understood that the appraisal report may be reviewed by the Agency and/or a selected review appraiser. The appraiser will work with the review appraiser to promptly deliver any revisions or updated appraisal studies required, and make any corrections, generally within 5 business days of receipt of the same from the review appraiser.
11. The appraiser will be qualified and prepared to provide expert witness testimony pertaining to the appraisal study, at any judicial or administrative proceeding.

EXHIBIT B
RATE SCHEDULE

The fee for any specific appraisal or project can vary greatly depending on the type and complexity of the appraisal assignment, number of parcels to be appraised, and extent of partial acquisitions, temporary construction easement, required severance damage studies, etc. The range of appraisal fees is:

Typical non-complex parcels: \$4,000 to \$7,000 per parcel

Atypical or complex assignments: \$6,000 to \$12,000+ per parcel

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: January 29, 2026

SUBJECT: Consideration of a Maintenance Services Agreement with Satsuma Landscape & Maintenance, LLC, to provide landscape maintenance services at the Industry Business Center, in an amount not to exceed \$1,000,000.00 through January 29, 2029

Background:

Currently, the Successor Agency contracts with Mariposa Landscapes to regularly maintain the landscaped slopes throughout the Industry Business Center (“IBC”) and the Baker Parkway slopes. There are several areas that are not maintained around the IBC, such as along Grand Avenue. In addition to the increasing maintenance needs throughout the development, illegal dumping is a common occurrence as well.

Discussion:

Satsuma Landscape & Maintenance (“Satsuma”) currently works in various locations within the City and is very familiar with the IBC development. Satsuma is capable of providing a wide range of landscape maintenance services and general clean up services. These services would be in addition to but separate from the services that Mariposa Landscapes currently provides. Staff recommends approving a Maintenance Services Agreement with Satsuma through June 30, 2029 to provide these services in an amount not to exceed \$1,000,000.00. This is budgeted for in the proposed Recognized Obligation Payment Schedule (“ROPS”) 26-27 under Line Item No. 333.

Fiscal Impact:

The fiscal impact is \$1,000,000.00. This is budgeted for in the proposed ROPS 26-27 under line item no. 333 for \$1,000,000.00.

Recommendation:

Approve the Maintenance Services Agreement with Satsuma Landscape & Maintenance

Exhibits:

1. Maintenance Services Agreement with Satsuma Landscape & Maintenance, LLC, dated January 29, 2029

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of January 29, 2026 (“Effective Date”), between the Successor Agency to the Industry Urban-Development Agency, a public body (“Agency”) and Satsuma Landscape & Maintenance, LLC, a California limited liability company (“Contractor”). The Agency and Contractor are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Agency desires to engage Contractor to perform the services described herein, and Contractor 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 Contractor 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 January 29, 2029, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Contractor 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 Contractor, 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) The 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) Contractor 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 entity providing landscape maintenance services, serving a public body.

(d) Contractor 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, Contractor

shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor 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 Contractor'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.* Contractor 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 Contractor was an employee, agent, appointee, or official of the Agency in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the Agency for any sums paid to the Contractor. Contractor 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) Contractor 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 Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

(a) The Agency agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Million Dollars (\$1,000,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor 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. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency and Contractor at the time Agency's written authorization is given to Contractor for the performance of said services.

(c) Contractor 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 Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor 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 Contractor shall submit an invoice to the Agency pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Contractor 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. Contractor 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. Contractor 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 Contractor. With respect to computer files, Contractor shall make available to the Agency, at the Contractor'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. Contractor 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 Contractor in the course of providing the services under this Agreement.

All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the Agency.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, employees or Subcontractors (or any agency or individual that Contractor 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, Contractor 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 Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(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, Contractor shall have an immediate duty to defend the Agency at Contractor'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 Contractor and Agency, as to whether liability arises from the sole negligence of the Agency or its officers, employees, or agents, Contractor 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. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the Agency a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Contractor shall indemnify, defend and hold harmless, the Agency, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including 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, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, service as an independent contractor. The indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the Agency may have under the law.

11. LEGAL RESPONSIBILITIES

The Contractor 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 Contractor 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 Contractor to comply with this Section.

12. UNDUE INFLUENCE

Contractor 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 Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without Agency's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, 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) Contractor shall promptly notify Agency should Contractor, its officers, employees, agents, or subcontractors 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 Contractor 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 Contractor 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 Contractor in such proceeding, Contractor agrees to cooperate fully with the Agency and to provide the opportunity to review any response to discovery requests provided by Contractor. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

15. NOTICES

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

To Agency: Successor Agency to the
Industry Urban-Development Agency
15625 Mayor Dave Way
City of Industry, CA 91744
Attention: Executive Director

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
Agency of Industry, CA 91746
Attention: James M. Casso, General Counsel

To Contractor: Satsuma Landscape
214 N. First Street
La Puente, CA 91744
Attention: Bert Spivey

16. ASSIGNMENT

The Contractor 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 subcontractor for any services under this Agreement, Contractor shall provide Agency with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor 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 subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the Agency for such insurance.

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

17. GOVERNING LAW/ATTORNEYS' FEES

The Agency and Contractor 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 Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including

costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by Agency or Contractor 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 Contractor unless in writing.

23. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor 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

“CONTRACTOR”
Satsuma Landscape & Maintenance, LLC

By: _____
Joshua Nelson, Executive Director

By: _____
Bert Spivey, Partner

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform the following landscape maintenance services at the Industry Business Center:

Services include all equipment, labor, fuel and tools used to maintain the landscape service areas, including but are not limited to, the following:

- (1) Irrigation.
- (2) Pruning.
- (3) Fertilizing.
- (4) Disease control.
- (5) Insect control.
- (6) Weed control.
- (7) Trimming.
- (8) Edging.
- (9) Plant replacement when necessary to maintain the subject landscaping in good condition.
- (10) Sprinkler maintenance, repair and adjustment.
- (11) Repair or replacement of landscaping and related improvements damaged or destroyed by causes not related to the Contractor's performance of its duties hereunder.
- (12) General clean-up.
- (13) Maintenance of public sidewalks in a weed-free condition.
- (14) Litter removal.
- (15) Prompt reporting of graffiti to the Agency Engineer/Public Works Director.
- (16) Emergency maintenance work, after normal business hours, determined by Agency to be necessary to protect the public health, safety or welfare.

Contractor must keep the Landscape Service Areas free from accumulation of trimmings, waste materials or rubbish caused by its operations and services.

In performing the services required under this Agreement, Contractor may not alter or change the existing landscaping plan of development for any landscape service area as such plan is set forth in the applicable maintenance manual. In the event that Contractor believes certain changes or alterations should be made to a landscaping plan, Contractor may submit recommendations in writing to the Public Works Director.

EXHIBIT B
RATE SCHEDULE

Position	Hourly Rate
Supervisor	\$56.35
Irrigator	\$68.68
Crew/Groundsman	\$38.85

The above-mentioned rates shall be adjusted on or around March of each year, beginning March, 2027, and annually thereafter, pursuant to the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics as of December of the prior calendar year for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area average, all items, not seasonally adjusted

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

Professional liability (errors & omissions) insurance. Contractor 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 Contractor 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. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

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

Primary/noncontributing. Coverage provided by Contractor 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 Contractor, or Agency will withhold amounts sufficient to pay premium from Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, 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 Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Agency and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by 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. Contractor shall give the Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

ITEM NO. 6.7

Backup Material will be distributed prior to Meeting

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: January 29, 2026

SUBJECT: Consideration of Amendment No. 4 to the Agreement for Consulting Services with Environs, Inc., for the Industry Business Center project, extending the term through June 30, 2029 (MP 99-31 #16)

Background:

On July 18, 2013, the Successor Agency approved an Agreement for Consulting Services with Environs Landscape Architecture, Inc. (“Environs”). Environs was retained to provide landscape architectural services at the Industry Business Center (“IBC”). Environs has provided services starting with the conceptual phase through to final planting and irrigation plans for IBC, and has been providing construction administration services. Environs is listed in the Recognized Obligation Payment Schedule under line item number 216.

On June 24, 2021, the Agency approved Amendment No. 1, extending the term of the Agreement through June 30, 2023, and revising the indemnity provisions. On August 26, 2021, the Agency approved Amendment No. 2 correcting the name for Consultant from Environs Landscape Architecture, Inc., to Environs, Inc., and revising the address for the Agency. On or about June 22, 2023 the Agency approved Amendment No. 3, to extend the term through June 30, 2026, revise the address for the Consultant and amend the rate schedule to reflect Consultant’s current rates.

Discussion:

The Agreement expires on June 30, 2026, and Staff recommends extending the term through June 30, 2029, for continued landscape management services at the Industry Business Center.

Fiscal Impact:

There is no additional fiscal impact associated with this Amendment No. 4.

Recommendation:

Staff recommends that the Successor Agency Board approve Amendment No. 4 to the Agreement for Consulting Services with Environs, Inc.

Exhibits:

1. Amendment No. 4 to the Agreement for Consulting Services with Environs, Inc. dated January 29, 2026
2. Approval - Environs IBC Landscape

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

This Amendment No. 4 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 29th day of January, 2026, by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, a public body (“Agency”) and **ENVIRONS, INC.** a California corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about July 18, 2013, the Agreement was entered into and executed between the Agency and Consultant for landscape architecture services at the Industry Business Center (“IBC”); and

WHEREAS, on or about June 24, 2021, the Agency approved Amendment No. 1, extending the term through June 30, 2023, revising the indemnity provisions to include language specific to independent contractors, and updating the current address for the Consultant and Agency’s General Counsel; and

WHEREAS, on or about August 26, 2021, the Agency approved Amendment No. 2, correcting the name of Consultant from Environs Landscape Architecture, Inc. to Environs, Inc., and revised the address for Agency; and

WHEREAS, on or about June 22, 2023 the Agency approved Amendment No. 3, to extend the term through June 30, 2026, revise the address for the Consultant, and amend the rate schedule to reflect Consultant’s current rates; and

WHEREAS, it is necessary to extend the term through June 30, 2029, to allow for continued landscape management services at the IBC; 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:

3. Term of Agreement.

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

This Agreement shall commence on the Effective Date and shall remain in full force and effect until June 30, 2029, unless sooner terminated as provided in Section 4 herein.

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”
ENVIRONS, INC.**

By: _____
Cory C. Moss, Chair

By: _____
Brett French, President

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

**EXHIBIT A TO AMENDMENT NO. 4:
AGREEMENT FOR CONSULTING SERVICES WITH ENVIRONS, 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 ENVIRONS LANDSCAPE ARCHITECTURE, INC, a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires landscape architectural 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 Brett French, 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 \$1,725,120. 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 \$180,000. 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 \$1,725,120 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 \$1,856,835. 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:

Environs Landscape Architecture, Inc.
1746 N. Bridgeport Ave
Claremont, CA 91711
Attn: Brett French

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.

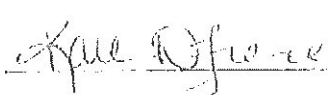
WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY

By: 
Kevin Radecki, Executive Director

ENVIRONS LANDSCAPE
ARCHITECTURE, INC

By:  PRESIDENT
6-28-13

By:  CFO
6-28-13

ITEM NO. 6.9



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: January 29, 2026

SUBJECT: Consideration of Amendment No. 4 to the Agreement for Consulting Services with Environs, Inc., for the Baker Parkway Slopes landscaping project, extending the term through June 30, 2029 (MP 99-31 #61)

Background:

On December 19, 2013, the Successor Agency Board (“Agency”) approved an Agreement for Consulting Services with Environs Landscape Architecture, Inc. (“Environs”). Environs was retained to provide landscape architectural services for the Baker Parkway Slopes project. Environs has provided construction administration services on this project. Environs is listed in the Recognized Obligation Payment Schedule under line item number 100.

On June 24, 2021, the Agency approved Amendment No. 1 extending the term of the Agreement through June 30, 2023, with a companion increase in compensation of \$14,000.00, and revising the indemnity provisions. On August 26, 2021, the Agency approved Amendment No. 2 correcting the name for Consultant from Environs Landscape Architecture, Inc., to Environs, Inc., and revising the address for the Agency. On or about June, 22, 2023 the Agency approved Amendment No. 3, extending the term through June 30, 2026, revising the address for the Consultant, and amending the rate schedule to reflect Consultant’s current rates.

Discussion:

The Agreement expires on June 30, 2026, and Staff recommends extending the term through June 30, 2029, for continued landscape management services for the Baker Parkway Slopes landscaping.

Fiscal Impact:

There is no additional fiscal impact associated with this Amendment No. 4.

Recommendation:

Staff recommends that the Successor Agency Board approve Amendment No. 4 to the Agreement for Consulting Services with Environs, Inc.

Exhibits:

1. Amendment No. 4 to the Agreement for Consulting Services with Environs, Inc. dated January 29, 2026
2. Approval - Environs Baker Parkway

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

This Amendment No. 4 to the Agreement of Consulting Services (“Agreement”), is made and entered into this 29th day of January, 2026, by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, a public body (“Agency”) and **ENVIRONS, INC.**, a California corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about December 19, 2013, the Agreement was entered into and executed between the Agency and Consultant for landscape architecture services on the Baker Parkway Slopes; and

WHEREAS, on or about June 24, 2021, the Agency approved Amendment No. 1, extending the term through June 30, 2023, with a companion increase in compensation of \$14,000.00, revising the indemnity provisions to include language specific to independent contractors, and updating the current address for the Consultant and Agency’s General Counsel; and

WHEREAS, on or about August 26, 2021, the Agency approved Amendment No. 2, correcting the name of Consultant from Environs Landscape Architecture, Inc., to Environs, Inc., and revised the address for Agency; and

WHEREAS, on or about June, 22, 2023 the Agency approved Amendment No. 3, extending the term through June 30, 2026, revising the address for the Consultant, and amending the rate schedule to reflect Consultant’s current rates; and

WHEREAS, it is necessary to extend the term through June 30, 2029, to allow for continued landscape management services at Baker Parkway Slopes; 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:

3. Term of Agreement.

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

This Agreement shall commence on the Effective Date and shall remain in full force and effect until June 30, 2029, unless sooner terminated as provided in Section 4 herein.

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”
ENVIRONS, INC.

By: _____
Cory C. Moss, Chair

By: _____
Brett French, President

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

**EXHIBIT A TO AMENDMENT NO. 4:
AGREEMENT FOR CONSULTING SERVICES WITH ENVIRONS INC. (DATED
DECEMBER 19, 2013)**

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 19th day of December, 2013 (the "Effective Date") by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, (the "Agency") and ENVIRONS LANDSCAPE ARCHITECTURE, INC, a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires landscape architectural services from a consultant for the Baker Parkway Slopes Phase I Project.

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 Brett French, 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 \$62,000.00. 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 13-14B period (January 1, 2014 through June 30, 2014) has been approved for \$40,000.00. 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 \$62,000.00 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 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 \$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:

Environs Landscape Architecture, Inc.
1746 N. Bridgeport Ave
Claremont, CA 91711
Attn: Brett French

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.

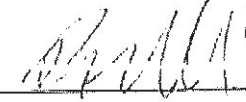
30. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY

By: 
Tim Spohn, Chairman

ENVIRONS LANDSCAPE
ARCHITECTURE, INC

By: 

By: 

ITEM NO. 6.10



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: January 29, 2026

SUBJECT: Consideration of a Professional Services Agreement with The Dry Utility Group Inc., for electrical utility design and engineering services for Industry East Traffic Mitigation projects, in an amount not-to-exceed \$300,000.00, through June 30, 2029

Background:

The Successor Agency to Industry Urban-Development Agency ("Agency") has contracted with The Dry Utility Group Inc. ("T-DUG") for 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. The IBC and Industry East ("IE") traffic mitigation projects are now ongoing. As part of the Environmental Impact Reports for the IBC and IE, the Successor Agency is responsible for making sure the measures to mitigate the traffic environmental impacts are implemented.required.

Discussion:

Since T-DUG is familiar with the IPU and IBC development, Staff recommends approving a Professional Services Agreement with T-DUG to provide as needed electrical engineering services for IBC and IE traffic mitigation projects through June 30, 2029, in an amount not to exceed \$300,000.00. T-DUG will attend on-site meetings, as required, and prepare preliminary electrical substructure plans for relocation of existing facilities or new facilities to be added for the review with customers and agency representatives, prepare final substructure plans for construction, prepare final cable and equipment plans for construction, prepare/update circuit operating maps, create as-built circuit operating maps and provide construction support by attending meetings, answering contractor's RFIs, reviewing shop drawings, conducting field observations and preparing addendums and clarifications.

Fiscal Impact:

The fiscal impact is \$300,000.00. In the proposed Recognized Obligation Payment Schedule 2026-2027, \$240,000.00 is requested under Line Item 334 (MP 99-31 #65), pending final approval by Department of Finance.

Recommendation:

Staff recommend that the Agency Board approve the Professional Services Agreement with The Dry Utility Group Inc. in an amount not -to -exceed \$300,000.00 and term through June 30, 2029.

Exhibits:

1. Professional Services Agreement with The Dry Utility Group Inc. dated January 29, 2026

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of January 29, 2026 (“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 the tasks described herein are completed, but in no event later than June 30, 2029 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 electrical 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 8090 and the Political Reform Act (Government Code Section 8000 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 j ("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

(k0) 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 (k0) 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 z4 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 (x0) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all wor: 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 ma: e 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 wor: performed up to the time of termination, provided that the wor: 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 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, e3penses, receipts, and other such information re8uired by Agency that relate to the performance of services under this Agreement. Consultant shall maintain ade8uate 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 boo: s and records1shall give Agency the right to e3amine and audit said boo: s and records1shall permit Agency to ma: e transcripts or copies therefrom as necessary1and shall allow inspection of all wor: , data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (k) 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. 5 ith respect to computer files, Consultant shall ma: e available to the Agency, at the Consultant;s office, and upon reasonable written re8uest by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying andw/ 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 Consultant's 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 x4624 Mayor Dave 5 ay City of Industry, CA 9x' zz Attention&E3ecutive Director
5 ith a Copy To&	Casso 7 Spar: s, LLP xkk00 Crossroads Par: way North, Suite zx0 City of Industry, CA 9x' z6 Attention&James M. Casso, Agency Counsel
To Consultant&	The Dry Utility Group xk' E.xx th Avenue Escondido, CA 92024 Attention&Arhil Arvi\$u

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

“CONSULTANT”

The Dry Utilities Group, Inc.

j y& _____
Joshua Nelson, Executive Director

j y& _____
Abrhil Arvizu, President

Attest:

j y& _____
Julie Gutierrez-Robles, Agency Secretary

Approved as to form:

j y& _____
James M. Casso, Agency Counsel

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

EXBij IT A

SCOPE OF SERVICES

Consultant shall perform electric utility engineering services for the Industry j business Center and Industry East traffic mitigation.

Tas: s shall include, but are not limited to, the following&

Electrical Substructure Design

- Attend meetings on site as re8uired and prepare preliminary electrical substructure plans for relocation of e3isting facilities or new facilities to be added for review with customers and Agency representatives
- Prepare detailed electrical substructure plans for review and comments
- Prepare final substructure plans for construction and j ill of Material
- Engineer;s Stamp and sign plans and issue for construction with j ill of Material and Cost Estimate

Electrical Cable and Equipment Design

- Prepare preliminary electrical cable and e8uipment plans for review with customers and Agency representatives
- Prepare detailed electrical cable and e8uipment plans for review and comments
- Prepare final cable and e8uipment plans for construction and j ill of Material
- Engineer;s Stamp and sign plans and issue for construction with j ill of Material and Cost Estimate

Preparation of Circuit Operating Maps

- Update 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 re8uired
- Prepare construction documents for bidding as re8uired
- Response to j id 8uestions and RFIs and assistance in addendums as re8uired

Construction support as required

- Review Submittals
- Response to RFIs and Contractor;s change orders
- Attend meetings as re8uired

Projects and Field Meetings as required

- Attend design and field meetings as re8uired

EXHIBIT j
RATE SCHEDULE

Title	2026
Senior Project Manager/Field Engineer	H204.00
Senior Designer	H94.00
Project Manager x	H64.00
Inspector	H40.00
Project Coordinator	Hk4.00
Auto CAD Drafter	Hk4.00

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 0x, 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 0x 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 J. Estess 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. 6.11



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: January 29, 2026

SUBJECT: Consideration of the Annual Financial Reports for the Successor Agency to the Industry Urban-Development Agency for Year Ending June 30, 2025

Background:

The City's independent auditors, Rogers, Anderson, Malody & Scott, LLP, have completed their annual audit of the City's financial statements which include the financial activities of its component units (Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Facilities Authority, and the Industry Property and Housing Management Authority) for the year ending June 30, 2025. The financial statements received an unqualified (or clean) opinion. No material weakness in internal control was noted by the Auditors.

Discussion:

DESCRIPTION OF REPORTS

The financial reports and management compliance letter for the year ending June 30, 2025 are briefly described below:

Annual Financial Report

The annual financial statement is a comprehensive document reflecting the financial position of the City and its component units. The Auditors issued an unqualified (or clean) opinion on these financial statements.

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

No material weakness in internal control was noted by the Auditors.

The Auditors' Communications with the Audit Committee and the Chair and Board Members

Statement of Auditing Standards (SAS) No. 114 requires more and documented communications between the auditors and the Audit Committee and the Chair and Board Members. This letter provides an opportunity for the auditors to report on any difficulties or major concerns discovered during the audit and to further define their role. They provide commentary on management's responsibilities for accounting policies and estimates that no significant difficulties were encountered in performing the audit, and no disagreements occurred with management. They point out that management has corrected all known material misstatements.

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file the following annual financial reports for the year ending June 30, 2025, and instruct Staff to present a summary of the year ending June 30, 2025 Annual Financial Reports to the Chair and Board Members.

City of Industry

1. Annual Audited Basic Financial Statements for the Year Ending June 30, 2025 with Independent Auditors' Report
2. Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters for the Year Ending June 30, 2025
3. Auditors' Communications with the Chair and Board Members for the Year Ending June 30, 2025

Exhibits:

1. Financial Statements - Successor Agency
2. GAGAS - Industry
3. COR-903 - Industry

**SUCCESSOR AGENCY TO
THE INDUSTRY URBAN-DEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE CITY OF INDUSTRY)**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

FOR THE YEAR ENDED JUNE 30, 2025

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Financial Statements
For the Year Ended June 30, 2025**

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Independent Auditor's Report

Honorable City Council
Successor Agency to Industry Urban-Development Agency
Industry, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Successor Agency to Industry Urban-Development Agency (the SA to IUDA) (a component unit of the City of Industry), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise SA's to IUDA basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the SA to IUDA, as of June 30, 2025, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of SA to IUDA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about SA to IUDA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of SA to IUDA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about SA to IUDA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 13, 2026 on our consideration of the SA to IUDA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering SA to IUDA's internal control over financial reporting and compliance.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 13, 2026

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Statement of Fiduciary Net Position
June 30, 2025**

	<u>Private-Purpose Trust Fund</u>
ASSETS	
Current assets:	
Cash	\$ 4,605,316
Investments	147,151,478
Accounts receivable, net:	
Other	3,199,142
Interest receivable	834,599
Noncurrent assets:	
Property held for sale or disposition	50,064,421
Restricted assets:	
Investments	35,438,449
Capital assets, net of depreciation	<u>205,729,847</u>
Total assets	<u>447,023,252</u>
LIABILITIES	
Current liabilities:	
Accounts payable	<u>1,876,376</u>
Total current liabilities	<u>1,876,376</u>
NET POSITION	
Restricted for Successor Agency	<u>\$ 445,146,876</u>

The accompanying notes are an integral part of these financial statements.

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Statement of Changes in Fiduciary Net Position
For the Year Ended June 30, 2025**

	Private-Purpose Trust Fund
ADDITIONS	
Revenues from use of money and property:	
Investment income	\$ 8,103,407
Rental and other income	36,832,479
Other revenues	1,838
Total additions	<u>44,937,724</u>
DEDUCTIONS	
General administration	103,980
Project expenses	2,426,656
Total deductions	<u>2,530,636</u>
Change in net position	42,407,088
NET POSITION	
Beginning of year	<u>402,739,788</u>
End of year	<u>\$ 445,146,876</u>

The accompanying notes are an integral part of these financial statements.

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Notes to Financial Statements
For the Year Ended June 30, 2025**

Note 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of the Reporting Agency

The Industry Urban Development Agency (the IUDA) was a component unit and an integral part of the City of Industry (the City.) On December 29, 2011, the California Supreme Court upheld Assembly Bill XI 26 (referred to as the Bill) that provides for the dissolution of all redevelopment agencies in the state of California. This action impacted the reporting entity of the City that previously had reported a redevelopment agency blended component unit.

The Bill provides that upon dissolution of a redevelopment agency, either the City or another unit of local government will agree to serve as the successor agency to hold the assets until they are distributed to the other units of state and local government. The City has elected to become the successor agency to the Industry Urban Development Agency (the SA to IUDA). The City and the successor agency have separate boards of directors. However, individuals serving on the City Council also serve on the successor agency board. The successor agency is a component unit of the City that is fiduciary in nature and is reported in the statements of fiduciary net position and changes in fiduciary net position within the City's fiduciary funds.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the state of California cannot enter into new projects, obligations, or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

Successor agencies are allocated revenue only in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated.

Basis of Accounting

The financial statements of the SA to IUDA have been prepared in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) as applicable to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

The financial statements include a statement of fiduciary net position and a statement of changes in fiduciary net position. These statements are presented on the accrual basis of accounting.

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Notes to Financial Statements
For the Year Ended June 30, 2025**

Note 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Investments

Cash includes cash on hand and demand deposits and is carried at cost. Investments are reported at fair value other than money market funds which are reported at amortized cost, which approximates fair value. Changes in fair value that occur during the fiscal year are recognized as investment income for that fiscal year.

Redevelopment Property Tax Revenues

Pursuant to the redevelopment dissolution law, funds that would have been distributed to the former agency as tax increment, hereafter referred to as redevelopment property tax revenues, are deposited into the SA to IUDA's Redevelopment Property Tax Trust Fund (Trust Fund) administered by Los Angeles County's Auditor-Controller for the benefit of holders of the former IUDA's enforceable obligations and the taxing entities that receive pass-through payments. Any remaining funds in the Trust Fund, plus any unencumbered redevelopment cash and funds from asset sales, are distributed by the County to the local agencies in the project area unless needed to pay enforceable obligations.

Distributions are to be made twice each year on the following cycles:

<u>Distribution dates</u>	<u>Covers Recognized Obligation Payment Schedules to be paid</u>
January 2	January 1 through June 30
June 1	July 1 through December 1

The amounts distributed for Recognized Obligation Payment Schedules (ROPS) are forward looking to the next six-month period.

Tax Override Monies

On September 26, 2013, pursuant to Resolution No. CC 2013-25, the City has established a segregated fund in the treasury designated the Agency Override Fund and shall deposit all Agency Override Portion received by the City into the Agency Override Fund. Upon notification by the SA to IUDA of the debt service shortfall, the City shall apply the necessary amount (but only to the extent available) from the Agency Override Fund to pay the bond trustee or, to the extent that there is no trustee for any bond issue, the bondholders directly, to cover the debt service shortfall. So long as the IUDA bonds remain outstanding, the City shall make withdrawals from the Agency Override Fund solely for the purpose of covering debt service shortfalls. See Note 4 for further discussion.

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Notes to Financial Statements
For the Year Ended June 30, 2025**

Note 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets

The SA to IUDA has capital assets that it is holding until the assets are transitioned to entities that will be responsible for the maintenance of the assets. The SA to IUDA no longer records depreciation expense on these assets as these assets are not used in operations.

Property Held for Sale or Disposition

The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates. Property held for resale represents land, structures and their related improvements that were acquired for resale in accordance with the objectives of the Redevelopment Projects and grants. These costs will be charged to current year project expenditures when the related land and structures are sold. Property held for resale is valued at the lower of cost or expected net realizable value.

Bond Issuance Costs and Premiums/Discounts

Bond premiums and discounts in the statement of fiduciary net position are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are recognized as expenses in the period incurred in the statement of changes in fiduciary net position.

Use of Estimates

The preparation of basic financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Notes to Financial Statements
For the Year Ended June 30, 2025**

Note 2 CASH AND INVESTMENTS

Cash and investments as of June 30, 2025, consisted of the following:

Cash	\$ 4,605,316
Investments	147,151,478
Investments - restricted	35,438,449
Total cash and investments	<u>\$ 187,195,243</u>
Cash:	
Petty cash	\$ 500
Demand deposits	4,604,816
Investments	182,589,927
Total cash and investments	<u>\$ 187,195,243</u>

The amounts held as Investments - Restricted of \$35,438,449, represent amounts specifically restricted to pay for project costs.

Demand Deposits

The carrying amount of the SA to IUDA's cash deposits were \$4,604,816 as of June 30, 2025. Bank balances in excess of the FDIC limit are insured or collateralized with securities held by the pledging financial institutions in the SA to IUDA's name as discussed below.

The California Government Code requires California banks and savings and loan associations to secure the SA to IUDA's cash deposits by pledging securities as Collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the SA to IUDA's name.

The market value of pledged securities must equal at least 110% of the SA to IUDA's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the SA to IUDA's total cash deposits. The SA to IUDA may waive collateral requirements for cash deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). The SA to IUDA, however, has not waived the collateralization requirements. As of June 30, 2025, SA to IUDA's deposits are federally insured or collateralized.

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Notes to Financial Statements
For the Year Ended June 30, 2025**

Note 2 CASH AND INVESTMENTS (Continued)

Investments Authorized by SA to IUDA's Investment Policy

Under provision of SA to IUDA's Investment Policy (the SA to UIDA follows the City of Industry policy), and in accordance with Section 53601 of the California Government Code, and Section 33603 of the Health and Safety Code, SA to IUDA may invest in the following types of investments:

<u>Authorized investment type</u>	<u>Maximum maturity</u>	<u>Maximum percentage allowed</u>	<u>Maximum investment in one issuer</u>
U.S. Treasury obligations	5 Years	None	None
U.S. Government sponsored enterprise securities	5 Years	None	None
State/Local Agency bonds	5 Years	None	None
Money market funds (composed entirely of security of U.S. Government and agencies)	N/A	None	None
Bankers acceptances	180 Days	40%	30%
Commercial paper	270 Days	25%	10%
Negotiable certificates of deposit	5 Years	30%	None
Nonnegotiable certificates of deposit	5 Years	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Repurchase agreements	1 Year	None	None
Los Angeles County investment pool	N/A	None	None
U.S. corporate medium term notes	5 Years	30%	None

The SA to IUDA's investment policy does not contain any specific provisions intended to limit SA to IUDA's exposure to interest rate risk, credit risk, and concentration risk other than those specified in the California Government Code.

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Notes to Financial Statements
For the Year Ended June 30, 2025**

Note 2 CASH AND INVESTMENTS (Continued)

Investments Authorized by Debt Agreements

Investments of debt proceeds held by the bond trustee are governed by provisions of the debt agreements. The debt agreement held by SA to IUDA and its bond trustees have investment policies that are the same as SA to IUDA's general investment policy, as listed above.

In no instance have additional types of investments, not permitted by SA to IUDA's general investment policy, been authorized.

Risk Disclosure

Interest Rate Risk

Interest rate risk is the risk of changes in market interest rates that will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in the market interest rates. One of the ways that SA to IUDA manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations. SA to IUDA monitors the interest rate risk inherent in its portfolio by measuring the weighted average maturity of its portfolio.

<u>Investment type</u>	<u>Amounts</u>	<u>Weighted average maturity</u>
Investments:		
LAIF	\$ 49,869,966	248 days
U.S. Agencies	15,970,582	2.0 months
Commercial paper	18,957,791	0.4 months
Money market funds	62,353,139	N/A
Investments - restricted:		
Money market funds	35,438,449	N/A
Total investments	<u>\$ 182,589,927</u>	

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Notes to Financial Statements
For the Year Ended June 30, 2025**

Note 2 CASH AND INVESTMENTS (Continued)

Risk Disclosure (Continued)

Credit Risk

Credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical organization. Presented below is the minimum rating required by Section 53601 and Section 53635 of the California Government Code, Section 33603 of the Health and Safety Code, SA to IUDA's investment policy, or debt agreements, and the actual rating as of year-end for each investment type.

Investment type	Amount	Minimum legal rating	Rating as of June 30, 2025		
			Actual rating	Rated	Not rated
LAIF	\$ 49,869,966	N/A		\$ -	\$ 49,869,966
U.S. Agencies	15,970,582		AA+	15,970,582	
Commercial paper	18,957,791	A-1	A-1+	18,957,791	-
Money market funds	62,353,139		AAAm	62,353,139	-
Investment - restricted:					-
Money market funds	35,438,449	N/A	N/A	35,438,449	-
Total investments	<u>\$ 182,589,927</u>			<u>\$ 132,719,961</u>	<u>\$ 49,869,966</u>

Concentration of Credit Risk

The investment policy of the SA to IUDA contain no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. As of June 30, 2025, the SA to IUDA held commercial paper totaling \$11,225,943 from one issuer. Other than the commercial paper, the SA to IUDA did not hold any securities which was 5% or more of the total investments (other than U.S. Treasury obligations, mutual funds, and external investment pools).

State of California Local Agency Investment Fund

The SA to IUDA is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the SA to IUDA's investment in this pool is reported in the accompanying financial statements at amounts based upon the SA to IUDA's pro rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF.

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Notes to Financial Statements
For the Year Ended June 30, 2025**

Note 2 CASH AND INVESTMENTS (Continued)

Fair Value Measurement

The SA to IUDA categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the relative inputs used to measure the fair value of the investments. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are valued using a matrix pricing technique in where investments are valued based on the investments' relationship to benchmark quoted prices, and Level 3 inputs are significant unobservable inputs. The SA to IUDA has the following recurring fair value measurements as of June 30, 2025:

Investment type	Measurement input			Total
	Level 1	Level 2	Uncategorized	
Investments:				
LAIF	\$ -	\$ -	\$ 49,869,966	\$ 49,869,966
U.S. Agencies		15,970,582		15,970,582
Commercial paper		18,957,791		18,957,791
Money market funds	-	-	62,353,139	62,353,139
Investment - restricted:				
Money market funds	-	-	35,438,449	35,438,449
Total investments	<u>\$ -</u>	<u>\$ 34,928,373</u>	<u>\$ 147,661,554</u>	<u>\$ 182,589,927</u>

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Notes to Financial Statements
For the Year Ended June 30, 2025**

Note 3 PROPERTY HELD FOR SALE OR DISPOSITION

The SA to IUDA has the following assets held for sale or disposition:

	Balance at July 1, 2024	Transfers	Additions	Deletions	Balance at June 30, 2025
Property held for sale or disposition:					
Land	\$ 50,064,421	\$ -	\$ -	\$ -	\$ 50,064,421

In addition, the SA to IUDA has the following capital assets as of June 30, 2025:

	Balance at July 1, 2024	Transfers	Additions	Deletions	Balance at June 30, 2025
Capital assets, being depreciated:					
Construction in progress	\$ 197,302,255	\$ -	\$ 8,266,079	\$ -	\$ 205,568,334
Infrastructure	166,310	-	-	-	166,310
Less: accumulated depreciation	(4,797)	-	-	-	(4,797)
Capital assets, net	<u>\$ 197,463,768</u>	<u>\$ -</u>	<u>\$ 8,266,079</u>	<u>\$ -</u>	<u>\$ 205,729,847</u>

Note 4 RENTAL PROPERTY

On April 28, 2005, IUDA entered into an agreement with a private company (the Company) to lease land owned by IUDA to the Company for the purpose of having the land developed and operated by the Company. SA to IUDA is required to perform substantial public improvements surrounding the project area. The term of the agreement continues for 65 years from the commencement date. The agreement allows for SA to IUDA and the Company to split revenues generated by rents of the buildings after deductions for any loan payments or costs associated with the ownership, operation, financing, maintenance, and leasing of the various buildings.

In the event that rental income on the buildings is insufficient to repay any loans outstanding related to any financing of such building projects, and operation and maintenance of the various buildings, the SA to IUDA is required to contribute fifty percent for any shortfall as a capital contribution if the Company issues a demand for additional capital. Such payments if made by SA to IUDA on the projects would be subject to return by the Company with interest at the prime rate plus three percent provided that future rents generate revenue for SA to IUDA. During the year ended June 30, 2025, SA to IUDA earned and received \$36,832,479 in rental income.

*Successor Agency to the Industry Urban-Development Agency
(A Component Unit of the City of Industry)*

**Notes to Financial Statements
For the Year Ended June 30, 2025**

Note 5 SELF-INSURANCE PLAN

The City has established a Self-Insurance Plan (the Plan) to pay for liability claims against the City and SA to IUDA. The Plan is administered by an insurance committee which is responsible for approving all claims of \$25,000 or less and for making provision to have sufficient funds available to pay approved claims and legal and investigative expenses. The insurance committee has vested this authority with the City Manager. Potential liability for claims in excess of \$250,000 up to \$10,000,000 is covered by excess liability insurance policies.

As of June 30, 2025, there are no pending claims outstanding against the SA to IUDA.

Note 6 COMMITMENT AND CONTINGENCIES

Risk Management

The SA to IUDA is exposed to various risks of loss related to torts, theft, damage to and destruction of assets, errors and omissions, and general liabilities. As further discussed in Note 5, the City has a self-insurance plan to cover such risks. Claim expenses and liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated.

Project Commitments

As of June 30, 2025, the total net position held in trust was \$445,146,876. All of the fiduciary net position are committed to fund project obligations.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Independent Auditor's Report

To the Honorable City Council
City of Industry, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Industry (the entity), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements, and have issued our report thereon dated January 13, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the entity's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the entity's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the entity's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 13, 2026

January 13, 2026

To the Honorable City Council
City of Industry, California

We have audited the financial statements of the City of Industry (the entity) as of and for the year ended June 30, 2025, and have issued our report thereon dated January 13, 2026. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated April 9, 2025, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of the system of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the system of internal control of the entity solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

We have evaluated whether certain nonattest services performed by our firm during the audit have created a significant threat to our independence in relation to the entity. We have identified a threat to our independence (preparation of the entity's financial statements, creating a self-review threat) that if not reduced to an acceptable level, would impair our independence. In order to reduce the threat to an acceptable level, we have applied the following safeguard:

Prior to the issuance of the entity's financial statements, another partner or manager, independent of the engagement, will review the financial statements.

Significant Risks Identified

We have identified the possibility of the following significant risks:

Management's override of internal controls over financial reporting – Management override of internal controls is the intervention by management in handling financial information and making decisions contrary to internal control policy.

Revenue recognition – Revenue recognition is a generally accepted accounting principle that refers to the conditions under which an entity can recognize a transaction as revenue. Auditing standards indicate that recognizing revenue is a presumed fraud risk and usually classified as a significant risk in most audits.

These significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although identified as significant risks, we noted no matters of management override of controls or deviations from generally accepted accounting principles which caused us to modify our audit procedures or any related matters which are required to be communicated to those charged with governance due to these identified risks.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the entity is included in Note 1 to the financial statements. The City adopted GASB Statement No. 101, *Compensated Absence*, and GASB Statement No. 102, *Certain Risk Disclosures* during 2025. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the entity's financial statements are:

Management's estimate of the net pension liability and related deferred inflows and outflows of resources are based on actuarial reports by independent actuaries. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the liability for other post-employment benefits (OPEB) and related deferred inflows and outflows of resources are based on actuarial reports provided by independent actuaries. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users.

The most sensitive disclosures affecting the entity's financial statements relate to:

The disclosure of net pension liability and related deferred inflows and outflows of resources in the basic financial statements is based on actuarial assumptions. Actual future liabilities and actuarial deferred inflows and outflows may vary from disclosed estimates.

The disclosures of the other post-employment benefits (OPEB) liability and related deferred inflows and outflows of resources in the basic financial statements is based on actuarial assumptions. Actual future liabilities and actuarial deferred inflows and outflows may vary from disclosed estimates.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no uncorrected misstatements noted.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. Attachment A reflects all material misstatements that we identified as a result of our audit procedures that were brought to the attention of, and corrected by, management".

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the entity's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated January 13, 2026.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that they utilize the services of the City's internal auditor, Frazier, for consultations regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the entity, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the entity's auditors.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the City Council and management of the entity and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Rogers, Anderson, Malody & Scott, LLP.

Attachment A

Adjusting Journal Entries JE # 101

To properly record acquisition of lease liability for SBITA.

100-985-9799.01	Prop A Fund	360,080.00	
R100-2543.01	Principal payment	146,886.00	
R100-2543.02	Interest expense	6,317.00	
100-985-9799.01	Prop A Fund		146,886.00
100-985-9799.01	Prop A Fund		6,317.00
R100-2543	SBITA acquisition		360,080.00
Total		513,283.00	513,283.00



CITY OF INDUSTRY

January 13, 2026

Rogers, Anderson, Malody & Scott, LLP

This representation letter is provided in connection with your audit of the financial statements of the City of Industry (the entity) which comprise the statement of financial position as of June 30, 2025, and the respective change in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements of the various opinion units are presented fairly, in all material respects, in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information such that, in the light of surrounding circumstances, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of January 13, 2026:

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated April 9, 2025, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- The financial statements refer to above have been fairly presented in accordance with U.S. GAAP and include all properly classified funds, required supplementary information, and noted to the basic financial statements.
- We acknowledge our responsibility for the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- The methods, data and significant assumptions used by us in making accounting estimates and their related disclosures, are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of U.S. GAAP.
- All related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- All component units, as well as joint ventures with an equity interest, if any, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.

- All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus as amended*, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Special items and extraordinary items have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- Nonexchange and exchange financial guarantees, either written or oral, under which it is more likely than not that a liability exists have been properly recorded, or if we are obligated in any manner, are disclosed
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have reviewed and approved the various adjusting journal entries that were proposed by you for recording in our books and records and reflected in the financial statements.
- We have evaluated all of our lease and subscription agreements and have given you our assessment as to whether each agreement is subject to GASB Statement No. 87, *Leases* and GASB Statement No. 96, *Subscription Based Information Technology Arrangements*.
- With regard to investments and other instruments reported at fair value:
 - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
 - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
- With regard to pensions and OPEB:
 - We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.
 - Increases in benefits, elimination of benefits and all similar amendments have been disclosed in accordance with U.S. GAAP and are included in the most recent actuarial valuation, or disclosed as a subsequent event.
- We have conducted a comprehensive risk assessment and disclosed all material concentrations and constraints in accordance with GASB Statement No. 102, *Certain Risk Disclosures*. These

disclosures provide sufficient detail to enable users of financial statements to understand the nature of the circumstances disclosed and the government's vulnerability to the risk of a substantial impact associated with the concentration or constraint, if applicable.

- We have evaluated the concentrations and constraints, including those that occur subsequent to the statement of net position date but before the financial statements are issued and have been properly disclosed in the financial statements as subsequent events.
- With respect to preparation of the financial statements, we have performed the following:
 - Made all management decisions and performed all management functions;
 - Assigned a competent individual to oversee the services;
 - Evaluated the adequacy of the services performed;
 - Evaluated and accepted responsibility for the result of the service performed; and
 - Established and maintained internal controls, a process to monitor the system of internal controls.
- There have been no changes or updates to legal information disclosed to you by our attorney(s) since the date of such legal response and now.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
 - Additional information that you have requested from us for the purpose of the audit; and
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - A written acknowledgement of all the documents that we expect to issue that will be included in the annual report and the planned timing and method of issuance of that annual report;
 - A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- The financial statements and any other information included in the annual report are consistent with one another, and the other information does not contain any material misstatements.
- All information provided in electronic form are true representations of the original documents.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have provided to you our analysis of the entity's ability to continue as a going concern, including significant conditions and events present, concentrations and constraints, and we believe that our use of the going concern basis of accounting is appropriate.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management;
 - Employees who have significant roles in internal control; or
 - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any instances, that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance, whether communicated by employees, former employees, vendors (contractors), analysts, regulators, or others.

- We have no knowledge of any instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that has a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- We have no knowledge of any instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- We have a process to track the status of audit findings and recommendations.
- We have identified for you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of all the entity's related parties and the nature of all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- The entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee.
- There are no:
 - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62
 - Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).

- The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

Use of a Specialist

- We agree with the findings of specialists in evaluating the entity's net pension and net other post-employment benefit liabilities and related deferred amounts and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.

Cybersecurity

- There have been no cybersecurity breaches or other cyber events whose effects should be considered for disclosure in the financial statements, as a basis for recording a loss contingency, or otherwise considered when preparing the financial statements.

Supplementary Information in Relation to the Financial Statements as a Whole

With respect to supplementary information accompanying the financial statements:

- We acknowledge our responsibility for the presentation of the supplementary information in accordance with accounting principles generally accepted in the United States of America.
- We believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America.
- The methods of measurement or presentation have not changed from those used in the prior period.
- We believe any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.
- When the supplementary information is not presented with the audited financial statements, management will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.
- We acknowledge our responsibility to include the auditor's report on the supplementary information in any document containing the supplementary information and that indicates the auditor reported on such supplementary information.
- We acknowledge our responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.

Required Supplementary Information

With respect to the required supplementary information accompanying the financial statements:

- We acknowledge our responsibility for the presentation of the required supplementary information in accordance with U.S. GAAP.
- We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with U.S. GAAP.
- The methods of measurement or presentation have not changed from those used in the prior period.
- We believe the significant assumptions or interpretations underlying the measurement or presentation of the required supplementary information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.

Accounting Estimates and Related Disclosures

- The significant judgments made in making the accounting estimates have taken into account all relevant information of which we are aware.
- We have consistently and appropriately selected and applied methods, assumptions, and data when making accounting estimates.
- The assumptions we used in making and disclosing accounting estimates appropriately reflect our intent and ability to carry out specific courses of action on behalf of the entity, when relevant to the accounting estimates and disclosures.
- The disclosures related to accounting estimates, including those disclosures describing estimation uncertainty, are complete and are reasonable in the context of the applicable financial reporting framework.
- We have obtained and applied appropriate specialized skills and expertise in making accounting estimates, if needed.
- We are not aware of any events subsequent to the date of the financial statements that require adjustment to our accounting estimates and related disclosures included in the financial statements.

Signature: Joshua Nelson

Title: CITY MANAGER

Signature: [Signature]

Title: FINANCE DIRECTOR

ITEM NO. 6.12



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: January 29, 2026

SUBJECT: Consideration of Amendment No. 7 to the Agreement for Consulting Services with PBLA Engineering, Inc., for the Industry Business Center Project, extending the term through June 30, 2028 (MP 99-31 #16)

Background:

On July 18, 2013, the Successor Agency to the Industry Urban-Development Agency (“Agency”) approved an Agreement for Consulting Services with PBLA Engineering, Inc. (“PBLA”), to provide grading and drainage design and construction support services for the Industry Business Center (“IBC”) project.

On January 15, 2016, Amendment No. 1 was approved for a budget increase in the amount of \$700,000, to provide additional work covering grading and improvement design, storm drain plans for Diamond Bar Creek, additional re-design of various improvements including the recycled water reservoir tank, and various plan revisions.

On February 23, 2017, Amendment No. 2 was approved for a budget increase in the amount of \$350,000, to perform additional work that included new phases of grading and improvement design that involved multiple re-designs of the sewer crossing at Ferrero Parkway and Benton Court, West Side storm drain phased work, Diamond Bar Creek storm drain redesign due to SCE underground project, detention outfall and inlet designs and multiple studies for concept grading for the east and west side developments.

On July 27, 2017, Amendment No. 3 was approved for a budget increase of \$500,000, for continued grading and drainage design and construction support services.

On June 28, 2018, Amendment No. 4 was approved. Additional funds were approved to provide uninterrupted design services for the IBC, as the original allotted budget and subsequent approved budget increase amendments had been nearly exhausted. Previously, PBLA budgeted based on the fiscal year coinciding with the ROPS periods, therefore required these

increases to meet the ROPS budget amounts. The additional services performed included:

1. **Multiple Phases**

Grading and Improvement design was phased into multiple contracts. The West side Storm Drain System was also to be built in phases and required additional design and revision to accommodate final installation of detention / Water Quality basins.

2. **Re-design**

Multiple re-designs were required for the following issues:

- Sewer Crossing on Ferrero Parkway & Benton Court
- West side Storm Drain in 3 separate phases
- Grading Plan changes on West Side causing significant Storm Drain and Hydrology re-design

3. **Final Parcel Maps**

The Final Map was broken into two separate maps and required two Tentative maps, two Final Maps and all associated field work for both the final boundary establishment and setting of final monuments once the Maps were recorded.

4. **As-Built Plans**

The Agency required filing of as-builts once the Site was ready for final acceptance.

On March 26, 2020, Amendment No. 5 was approved to extend the term through June 30, 2022, amend the indemnity language to comply with best practices which were implemented since the original Agreement was executed in 2013, and amend the Agreement to reflect the current address for the Agency's General Counsel. On July 27, 2023, Amendment No. 6 was approved to extend the term through June 30, 2026, revise the scope of services, revise the rate schedule, and increase compensation by \$150,000.00.

Discussion:

The additional services included in Amendment No. 7 involve providing final survey monumentation per the recorded parcel maps covering the IBC area and establishing a minimum of four ties for each street monument, and recording the required corner records with the County of Los Angeles. The work is ongoing, and Staff recommends extending the term through June 30, 2028, to continue providing services at the IBC.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendation:

It is recommended that the Successor Agency Board approve Amendment No. 7 to the Agreement for Consulting Services with PBLA.

Exhibits:

1. Amendment No. 7 to Agreement for Consulting Services with PBLA Engineering, Inc., dated January 29, 2026

2. PBLA - Agreement

**AMENDMENT NO. 7
TO AGREEMENT FOR CONSULTING SERVICES WITH
PBLA ENGINEERING, INC.**

This Amendment No. 6 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 29th day of January, 2026, (“Effective Date”) by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“Agency”), and PBLA Engineering, Inc., a California Corporation (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about July 18, 2013, the Agreement was entered into and executed between the Agency and Consultant to provide grading and drainage design and construction support for the Industry Business Center (“IBC”); and

WHEREAS, on or about January 15, 2016, Amendment No. 1 was approved to allow for additional services covering grading and storm drain design at Diamond Bar Creek and recycled water reservoir tank, and to increase the total compensation by \$700,000.00; and

WHEREAS, on or about February 23, 2017, Amendment No. 2 was approved to allow for additional services covering redesign of the sewer crossing at Ferrero Parkway and Benton Court, storm drain design, detention outlet and inlet design, and multiple studies for grading design for east and west side developments, increasing the total compensation by \$350,000.00; and

WHEREAS, on or about July 27, 2017, Amendment No. 3 was approved for continuing design services, increasing the total compensation by \$500,000.00; and

WHEREAS, on or about June 28, 2018, Amendment No. 4 was approved for additional services required to complete the project, and a companion budget increase in the amount of \$400,000.00. The additional services included:

1. Multiple Phases

Grading and Improvement design was Phased into multiple contracts. The West side Storm Drain System was also to be built in phases and required additional design and revision to accommodate final installation of detention / Water Quality basins. Scope of Services Sections A.4. and B.5. discuss the Hydrology and Hydraulics Study work. The design revisions required additional budget related to these sections.

2. Re-design

Multiple re-designs were required for the following issues:

- Sewer Crossing on Ferrero Parkway & Benton Court. Addition to Scope of Services
- West side Storm Drain in 3 separate phases. Scope of Services Section A.3.

- Grading Plan changes on West Side causing significant Storm Drain and Hydrology re-design. Scope of Services Sections A.3. and A.4.

3. Final Parcel Maps

The Final Map was broken into two separate maps and required two Tentative maps, two Final Maps and all associated field work for both the final boundary establishment and setting of final monuments once the Maps were recorded. Scope of Services Sections A.6. and B.7. was revised to include preparation of two Final Parcel Maps.

4. As-Built Plans

The Agency required filing of as-builts once the Site was ready for final acceptance. Scope of Services Sections A.10. and B.11; and

WHEREAS, on or about March 26, 2020, Amendment No. 5 was approved to extend the term through June 30, 2022, amend the indemnity language to comply with best practices which were implemented since the original Agreement was executed in 2013, and amend the Agreement to reflect the current address for the Agency’s General Counsel; and

WHEREAS, on or about July 27, 2023 Amendment No. 6 was approved to extend the term through June 30, 2026, revise the scope of services, revise the rate schedule, and increase compensation by \$150,000.00; and

WHEREAS, Staff recommends amending the Agreement to extend the term through June 30, 2028, to continue providing services at the IBC; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 7, as set forth below.

AMENDMENT

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

3. Term of the Agreement.

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

This Agreement shall commence on the Effective Date and shall remain in full force and effect until June 30, 2028, unless sooner terminated as provided in Section 4 herein.

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. 7 to the

Agreement as of the Effective Date.

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

**“CONSULTANT”
PBLA ENGINEERING, INC.**

By: _____
Joshua Nelson, Executive Director

By: _____
Steve Levisee, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

**EXHIBIT A TO AMENDMENT NO. 7:
AGREEMENT FOR CONSULTING SERVICES WITH PBLA ENGINEERING, 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 **PBLA ENGINEERING, INC**, a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires grading and drainage design and construction support from a consultant to provide civil engineering services 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 Steve Levisse, 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 \$1,856,835. 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 \$435,000. 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 \$1,856,835 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:

PBLA Engineering
4790 Irvine Blvd., Suite 105-262
Irvine, CA 92620
Attn: Steve Levissee, P.E.

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.

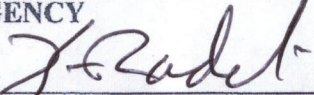
29. Severability.

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.

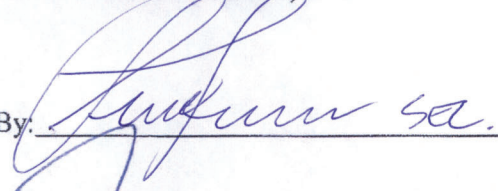
30. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

PBLA ENGINEERING, INC.

By: 

By:  C-E-U

105 20 00

EXHIBIT A

Scope of Services

EXHIBIT "A"

**TO ACCOMPANY CONSULTANT AGREEMENT DATED _____
BETWEEN: SUCCESSOR AGENCY TO THE
INDUSTRY-URBAN DEVELOPMENT AGENCY
and
PBLA ENGINEERING, Inc.**

I. SCOPE OF SERVICES

A. FINAL ENGINEERING-WEST OF GRAND AVE.

1. ROUGH GRADING PLAN SUPPORT

Prepare concept grading studies in support of the rough grading design in conjunction with Agency needs and Majestic Realty requirements.

2. PRELIMINARY EARTHWORK QUANTITIES

Prepare earthwork quantity estimate based on concept plans produced in support of the rough grading.

3. STORM DRAIN PLANS

Prepare on-site storm drain plans for the interim, remedial grading condition as well as the ultimate developed condition in accordance with City of Industry and County of Los Angeles standards. Plans will include plan and profile of proposed mainlines, all existing and proposed crossings, locations of other underground facilities, laterals and catch basins, manholes and required details.

4. HYDROLOGY / HYDRAULICS STUDY

Prepare overall on-site hydrology study for both the interim, remedial grading case as well as the finished site. The study will establish design storm runoff as a basis of design of drainage conveyance systems. Study will be coordinated with the overall regional hydrology study for master planned systems.

Prepare hydraulic calculations based on hydrology study results and proposed drainage systems for adequate capacity.

Prepare flood routing, drawdown, and capacity calculations for detention basin / water quality basin application. Calculations will include outlet calculations and retention time to comply with Water Quality requirements and well as Q attenuation. This will be coordinated with the overall regional hydrology study for master planned systems.

5. TENTATIVE PARCEL MAP

Prepare Tentative Parcel Map in accordance with City and County standards and methods outlined in the Subdivision Map Act. The map will be processed for recordation.

Exhibit "A"

6. **FINAL PARCEL MAP**
Prepare Final Parcel Map in accordance with City and County standards and methods outlined in the Subdivision Map Act. The map will be processed for recordation. This service will include obtaining bond and fee amounts, governmental agency clearances, and map approval by the City of Industry.
7. **STANDARD URBAN STORM WATER MITIGATION PLAN (SUSMP)**
Prepare Standard Urban Storm Water Mitigation Plan (SUSMP) to identify best management practices for the intended uses of the project in accordance with state, county and local requirements.
8. **SWPPP – REMEDIAL GRADING**
Prepare Storm Water Pollution Prevention Plan (SWPPP) for remedial grading Phase I to identify and implement best management practices for the mitigating storm water pollution during the course of construction of the project in accordance with state, county and local requirements.
9. **SWPPP – ROUGH GRADING**
Prepare Storm Water Pollution Prevention Plan (SWPPP) for mass grading Phase I to identify and implement best management practices for the mitigating storm water pollution during the course of construction of the project in accordance with state, county and local requirements.
10. **AS-BUILT PLANS**
Provide as-built drawings as required by City.
11. **EASEMENT LEGAL & SKETCH PREPARATION**
Prepare legal descriptions and sketches for easements to WWD, Southern California Edison, The City of Industry, and others as required. The preparation of the Easement Deeds are the responsibility of the easement holder. The easements will be processed through the applicable agency for recordation.

B. FINAL ENGINEERING-EAST OF GRAND AVE.

1. **REMEDIAL GRADING PLAN**
Prepare remedial grading plan in accordance with the City of Industry and County of Los Angeles standards commensurate with the approved Geotechnical Report recommendations. Plan will show removal limits, stability keys, slopes, contours, drainage, and other required details to affect the required soil remediation.
2. **ROUGH GRADING PLAN**
Prepare grading plan in accordance with the City of Industry and County of Los Angeles standards. Plan will be based on the approved site plan. Plan will show

Exhibit "A"

pad elevations; finish surface elevations, slopes, surface drainage facilities with rates of grade, and all necessary details. This item also includes coordination with the WVWD for future reservoir site plan requirements.

3. **EARTHWORK QUANTITIES**

Prepare earthwork quantity estimate based on the rough grading plans.

4. **STORM DRAIN PLANS**

Prepare on-site storm drain plans for the interim, remedial grading condition as well as the ultimate developed condition in accordance with City of Industry and County of Los Angeles standards. Plans will include plan and profile of proposed mainlines, all existing and proposed crossings, locations of other underground facilities, laterals and catch basins, manholes and required details.

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Prepare hydraulic calculations based on hydrology study results and proposed drainage systems for adequate capacity.

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Prepare Standard Urban Storm Water Mitigation Plan (SUSMP) to identify best management practices for the intended uses of the project in accordance with state, county and local requirements.

9. **SWPPP – REMEDIAL GRADING**

Prepare Storm Water Pollution Prevention Plan (SWPPP) for remedial grading Phase I to identify and implement best management practices for the mitigating

Exhibit "A"

storm water pollution during the course of construction of the project in accordance with state, county and local requirements.

10. **SWPPP – ROUGH GRADING**

Prepare Storm Water Pollution Prevention Plan (SWPPP) for mass grading Phase I to identify and implement best management practices for the mitigating storm water pollution during the course of construction of the project in accordance with state, county and local requirements.

11. **AS-BUILT PLANS**

Provide as-built drawings as required by City.

12. **EASEMENT LEGAL & SKETCH PREPARATION**

Prepare legal descriptions and sketches for easements to WWD, Southern California Edison, The City of Industry, and others as required. The preparation of the Easement Deeds are the responsibility of the easement holder. The easements will be processed through the applicable agency for recordation.

C. **PROCESSING**

1. **PROCESSING**

Attend meetings with client, other consultants, and governmental agencies as required to accomplish services included herein.

2. **CAL-TRANS PROCESSING**

Attend meetings and coordinate plans as needed to obtain encroachment permit to grade and construct within Caltrans Right of Way.

3. **DEPARTMENT OF FISH & GAME PROCESSING**

Attend meetings and coordinate plans as needed to obtain 401/404 permit to drain to the Diamond Bar Creek as needed.

D. **STATUS REPORTS AND MEETINGS**

1. **STATUS, CONSULTATION AND MEETINGS**

PBLA Engineering will provide a bi-weekly e-mailed status report to the City and attend a monthly status/design development meeting during the design phase.

E. **COORDINATION**

1. **DRY UTILITY COORDINATION**

Coordinate civil improvement plans with dry utility consultants, provide exhibits as needed, and provide crossing / interference data as required.

Exhibit "A"

2. **WALNUT VALLEY WATER DISTRICT COORDINATION**
Coordinate civil improvement plans with the Walnut Valley Water District, provide exhibits as needed, and provide crossing / interference data as required.
3. **LANDFILL MITIGATION COORDINATION**
Coordinate grading and improvement plans with landfill engineer (SCS Engineers) for the proper design implementation for methane mitigation and settlement issues associated with the existing landfill.
4. **GRAND AVENUE WIDENING AND BRIDGE DESIGN COORDINATION**
Coordinate grading and improvement plans with the City for the widening of Grand Avenue adjacent to the Project, as well as coordinating the design with the Agency's bridge consultants and Caltrans for the future bridge construction and freeway access improvements at Grand Avenue and the 60 Freeway.
5. **FUTURE LIGHT RAIL ALIGNMENT FEASIBILITY**
Coordinate with Agency and their consultants to incorporate and study feasibility of the future light rail system adjacent to the proposed project.

II. SPECIAL PROVISIONS - ENGINEERING

A. ASSUMPTIONS / EXCLUSIONS

1. This proposal is based on the latest Concept Grading Plan and meetings with Majestic Realty and Commerce Construction, and the the City of Industry.
2. Existing and proposed developments adjacent to the site will be coordinated with this project.
3. Pricing for SUSMP & SWPPP are based on current General Permit requirements. In the event that the General Permit is revised or other legislation is enacted that affects this project, the costs for these items of work are subject to change.
4. Preparation of site or building fire protection systems are not included in the proposal. It is recommended that a separate fire protection consultant be retained for this item of work.
5. Preparation of traffic signal plans is not included.
6. Preparation of sewer lift station improvements is not included.
7. Preparation of Fire Water pump station improvements is not included.
8. Improvement plans for Grand Avenue and Diamond Bar Creek are by others.
9. Water and Reclaimed Water system design and construction will be by WVWD.

Exhibit "A"

III. DUTIES OF CLIENT

Without attempting to be all inclusive, the following items will be supplied by client.

1. Title report and title services to be provided by your designated Title Company.
2. A soils and geology report will be furnished and the recommendations within the report will be incorporated in the grading plan.
3. Permit fees, processing fees and other such fees are to be paid by client.

IV. COMPENSATION

Client agrees to compensate for the above named services as follows:

1. All work performed at the direction of the Agency and in accordance with the attached Exhibits will be billed at our published hourly rates.
2. Invoicing will be monthly based on time and materials.
3. Blueprints, reproductions, CADD plotting, outside messenger services and Other out of pocket expenses will be charged at a direct cost.

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"

INDUSTRY BUSINESS CENTER - EXHIBIT "B"
ESTIMATED CIVIL ENGINEERING COST BREAK DOWN
23-May-13

ESTIMATED HRS.		ESTIMATED COST AT CURRENT RATES										ESTIMATED
		OFFICE	FIELD	PRINCIPAL	PROJ MAN	ENG	DRAFTMAN	LS	CALC	MAPPING	2-MAN	
HRS	HRS	\$175/HR	\$120/HR	\$85/HR	\$75/HR	\$160/HR	\$120/HR	\$85/HR	\$190/HR	\$215/HR		
FINAL ENGINEERING-WEST OF GRAND AVE												
400		\$35,000	\$9,600	\$10,200	\$0							\$54,800
400		\$7,000	\$9,600	\$10,200	\$12,000							\$38,800
900		\$15,750	\$21,600	\$22,950	\$27,000							\$87,300
1000		\$17,500	\$24,000	\$25,500	\$30,000							\$97,000
2400		\$42,000	\$57,600	\$61,200	\$72,000							\$232,800
200		\$3,500	\$4,800	\$5,100	\$6,000							\$19,400
450		\$7,875	\$10,800	\$11,475	\$13,500	\$7,200		\$26,775				\$77,625
650		\$11,375	\$15,600	\$16,575	\$19,500							\$63,050
400		\$7,000	\$9,600	\$10,200	\$12,000							\$38,800
400		\$7,000	\$9,600	\$10,200	\$12,000							\$38,800
400		\$7,000	\$9,600	\$10,200	\$12,000							\$38,800
200		\$7,000	\$9,600	\$10,200	\$12,000	\$3,200		\$11,900				\$16,800
												\$803,975
FINAL ENGINEERING-EAST OF GRAND AVE												
400		\$7,000	\$9,600	\$10,200	\$12,000							\$38,800
1200		\$21,000	\$28,800	\$30,600	\$36,000							\$116,400
400		\$7,000	\$9,600	\$10,200	\$12,000							\$38,800
900		\$15,750	\$21,600	\$22,950	\$27,000							\$87,300
1000		\$17,500	\$24,000	\$25,500	\$30,000							\$97,000
2000		\$35,000	\$48,000	\$51,000	\$60,000							\$194,000
200		\$3,500	\$4,800	\$5,100	\$6,000							\$19,400
450		\$7,875	\$10,800	\$11,475	\$13,500	\$7,200		\$26,775				\$77,625
650		\$11,375	\$15,600	\$16,575	\$19,500							\$63,050
400		\$7,000	\$9,600	\$10,200	\$12,000							\$38,800
400		\$7,000	\$9,600	\$10,200	\$12,000							\$38,800
400		\$7,000	\$9,600	\$10,200	\$12,000							\$38,800
200		\$7,000	\$9,600	\$10,200	\$12,000	\$3,200		\$11,900				\$16,800
												\$865,575
STATUS / MEETINGS												
400		\$70,000										\$70,000
												\$70,000
DRY UTILITY COORDINATION												
200			\$24,000									\$24,000
200			\$24,000									\$24,000
300			\$36,000									\$36,000
100			\$12,000									\$12,000
175			\$21,000									\$21,000
												\$117,000
												\$1,856,550

ITEM NO. 6.13



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: January 29, 2026

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Verdantas, Inc., to provide geotechnical services for the Baker Parkway Rehabilitation, et al. project, extending the term through June 30, 2028, increase compensation by \$60,000.00 and revise the scope of services (MP 99-31 #67)

Background:

On February 4, 2025, the Executive Director approved an Agreement for Consulting Services (“Agreement”) with Verdantas, Inc. (“Verdantas”) to provide geotechnical design services for the Baker Parkway Rehabilitation project, in an amount of \$30,000.00 through June 30, 2027. The scope of services included geotechnical explorations to explore the geotechnical conditions and existing street structural sections and provide recommendations for design and construction.

Discussion:

Now that the project has been advertised for bid and awarded, construction support services are needed for the work. The additional scope of services includes providing reviews of construction documents and drawings, field observations and compaction testing for quality control and quality assurance for the work being done, and reviews and responses to submittals and requests for information. Staff recommends extending the Agreement through June 30, 2028, along with an increase in compensation of \$60,000.00 and revising the scope of services to add Construction Services.

Fiscal Impact:

The fiscal impact is \$60,000.00. This work is approved in ROPS under line item 322 with a proposed budget of \$350,000.00 for FY 26-27, pending final approval by Department of Finance.

Recommendation:

Staff recommends that the Agency Board approve Amendment No. 1 to the Professional Services Agreement with Verdantas, Inc.

Exhibits:

1. Verdantas - Amendment No. 1 Baker
2. MP 99-31 #67 PSA Verdantas - Baker Pkwy Rehab

AMENDMENT NO. 4
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND VERDANTAS INC.

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 29th day of January, 2026, 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.”

BACKGROUND

On or about February 4, 2025, the Agreement was entered into between the Agency and Consultant to provide geotechnical services for the Baker Parkway Rehabilitation, et al. project, in the amount of \$30,000.00, through June 30, 2027; and

the Parties desire to amend the Agreement to extend the term through June 30, 2028, to allow Consultant to continue providing services, and revise the scope of services to include construction support services, and increase in compensation by \$60,000.00 ; and

for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT

NOTWITHSTANDING, 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:

4. 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.

Y. COMPENSATION

The second sentence of Section 4(a) is hereby revised to read in its entirety as follows:

This amount shall not exceed Ninety Thousand Dollars (\$90,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

REVISIONS TO THE SCOPE OF SERVICES

The Scope of Services is hereby revised to include the services set forth in Attachment I, attached hereto and incorporated herein by reference.

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. 1 to the Agreement as of the Effective Date.

1APENWBX

**S“ WESSOI APENWB TO T, E RND“ STI B
“ I FAN”DEGEVOHMENT APENWB**

1WONS“ VTANTX

GEI DANTAS RNW

By: _____
Joshua Nelson, Executive Director

By: _____
Jason Hertzberg, PE, GE
Department Leader

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

AHHI OGED AS TO COI M

By: _____
James M. Casso, General Counsel

ATTACHMENT 1
EXHIBIT A
SCOPE OF SERVICES

Consultant shall provide the following additional geotechnical services for the Baker Parkway Rehabilitation project:

CONSTRUCTION SERVICES

The scope of work consists of the following:

- Review of the construction documents/drawings.
- Attendance at a pre-construction onsite meeting, if requested.
- Field observation and compaction testing performed by our Soil/Field Technician on a full-time and/or as-needed basis during subgrade preparation, placement of base and asphalt paving.
- Laboratory testing of subgrade soils and aggregate base for maximum density, as well as asphalt conformance testing, if requested.
- Office project management and quality control of field and laboratory testing, response to RFIs and submittals. For purposes of budgeting, we have estimated a period equivalent to 20 office hours in addition to anticipated reporting hours.
- Preparation of a final report, if requested, documenting the earthwork performed, compaction results, and materials testing based on the project plans and specifications.

**EXHIBIT A TO AMENDMENT NO. 1:
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 February 4, 2025 (“Effective Date”), 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, 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, 2027, 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 geotechnical 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 Thirty Thousand Dollars (\$30,000.00) 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. LABOR CODE AND PREVAILING WAGES

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

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

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

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

(e) If the Services are being performed as part of an applicable Public Works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. The Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the

Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity 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.

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

(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 10(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.

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

15. NOTICES

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

To Agency:

Successor Agency to the
Industry Urban-Development Agency
15625 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 Attorney

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

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement,

are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

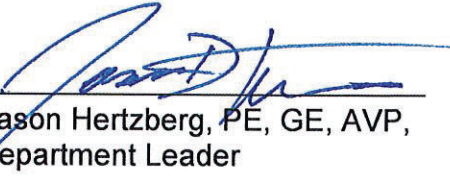
“AGENCY”

Successor Agency to the Industry
Urban-Development Agency


By: 
Joshua Nelson, Executive Director

“CONSULTANT”

Verdantas Inc.

By: 
Jason Hertzberg, PE, GE, AVP,
Department Leader

Attest:

By: 
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: 
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following geotechnical services for the Baker Parkway Rehabilitation project:

GEOTECHNICAL EXPLORATION

The purpose of the geotechnical investigation is to explore the geotechnical conditions and existing street structural sections with respect to the proposed improvements and provide recommendations for design and construction. Consultant will conduct a review of available documents and conduct a subsurface exploration. Consultant assumes that the field exploration can be performed during daylight hours on weekdays and that Agency will provide the permission and access to the site for the field exploration.

The geotechnical investigation work includes:

Permitting: All borings are located within the City of Industry controlled right-of-way (not County), and Consultant will have legal access to the boring locations with the appropriate no-fee permit from the City of Industry.

Utility Clearance: Consultant will mark the proposed boring locations and notify Dig Alert (811) at least 48 hours prior to commencing fieldwork to locate major public utilities, underground services, and easements in the vicinity of the proposed borings. Agency will provide any information available regarding the locations of underground utilities onsite, if available.

Geotechnical Borings: Geotechnical borings will be performed through existing pavement sections and will generally be spaced at approximately 1,000-foot intervals along the roadway alignment; boring locations will be adjusted based on site access constraints. All proposed borings are located within an arterial roadway and require temporary traffic control consisting of single-lane shutdowns. Consultant will provide a traffic control subconsultant to perform temporary lane shutdown, performed in general accordance with the WATCH manual, and subject to approval by the Agency.

Consultant will drill, log, and sample approximately six (6) borings small-diameter (8- to 10-inches) hollow-stem auger borings at various locations within the existing asphalt pavement roadways to depths extending to 5 feet below existing pavement surface or practical refusal, whichever is shallower. The hollow-stem auger borings will be drilled with a subcontracted truck-mounted drill rig through asphalt pavement and subgrade soils to evaluate the geotechnical properties of the near-surface soils; and to collect soil samples for geotechnical laboratory testing. Proposed boring depths have been selected solely for the proposed pavement design. Borings through Portland cement concrete or for design of structures or utilities are not included. Borings will not be performed on lanes directly adjacent to overhead power lines due to minimum clearance distances from the

truck-mounted drill rig mast. Borings may be offset due to overhead and underground utility clearances.

Geotechnical logging (from the surface) will be performed at each boring location. Penetrated pavement sections will be measured to the nearest ¼ inch and will be visually logged by a member of our technical staff. Driven ring and bulk soil samples will be obtained from these borings, with drive sampling typically at 2.5-foot intervals (possibly adjusted based on encountered conditions). Driven samples will be obtained using a modified California sampler (2.4-inch inside diameter and 3-inch outside diameter) lined with thin brass sample rings. Samples will be retained in brass rings (2.4-inch diameter and 1-inch height). Bulk samples will be collected in plastic bags and brought to our in-house geotechnical laboratory. Immediately following logging and sampling, our borings will be backfilled with soil from cuttings and patched at the surface with asphalt patch or black-dyed, hand-mixed concrete.

Pavement Condition Index: Consultant will perform a Pavement Condition Index (“PCI”) survey for the subject roadway in general accordance with ASTM D 6433. Each pavement asset area, or pavement section, will be divided into pavement branches and sample units. The number of sample units within each pavement section is determined based on the total area of the pavement section divided by the standard size of a sample unit. The number of sample units within each pavement section is determined based on the total area of the pavement section divided by the standard size of a sample unit. For the purposes of this project, Consultant will utilize 5,000 contiguous square feet (SF) as the sample size. The number of sample units within each pavement section to be visually inspected will be approximately 10 percent of the total number of sample units.

Each sample unit chosen to be inspected will be individually measured and visually inspected for pavement distress by measuring/recording the quantity and severity of distress types present. The pavement asset areas and individual sample units inspected will also be photo documented. The inspection surveys will identify distresses such as cracking (i.e., alligator, block, edge, joint reflection, longitudinal/transverse, slippage), bleeding, bumps and sags, corrugations, depressions, drop off, patches and utility cuts, polished aggregate, potholes, rutting, shoving, swelling, weathering/raveling. The level of severity and locations of each distress observed will be mapped in the field and summarized in our report.

Geotechnical Laboratory Testing: Test representative soil samples obtained from the hollow-stem auger borings in the Caltrans-certified geotechnical laboratory in general accordance with applicable ASTM Standards. The types of testing will be determined by the conditions encountered in the field but is anticipated to include in-situ moisture content and dry density, modified Proctor compaction curves (ASTM D1557), grain size distribution, and R-value testing.

Office Studies: If geotechnical or as-built data is available for these alignments, then Agency will provide copies of those documents. Consultant will review the field and laboratory data and perform geotechnical engineering analysis to develop geotechnical and pavement recommendations for the proposed pavement

reconstruction/rehabilitation. Consultant will prepare an alignment -specific geotechnical report presenting the findings, conclusions and recommendations for design and construction of the proposed improvements. The report will be signed and stamped by a Registered Geotechnical Engineer (GE). The report will include boring location maps, boring logs, and geotechnical laboratory test data, in addition to the following:

- Alignment Conditions: Consultant will tabulate and describe pavement sections penetrated, included thickness of asphalt and base. Consultant will review and summarize surface, subsurface, groundwater conditions (available past and present), and engineering properties of the earth materials encountered during the subsurface exploration. Consultant will also present the estimated PCI based on our field observation and PCI survey.
- Pavement Design: Consultant will provide flexible and rigid pavement section recommendations for various Traffic Index ("TI") loading conditions. Agency will provide design Tis, upon request. Based on the field observations, exploration, and laboratory testing, and PCI survey, Consultant will perform analyses and provide options for pavement rehabilitation including full depth replacement and overlays.
 - o For segments of the project with very poor roadway conditions, full depth pavement replacement may be necessary. Consultant will provide full depth pavement options including full depth replacement and full depth reclamation (pavement recycling). Pavement recycling can provide cost-savings due to re-use of onsite materials and reduction in truck hauling.
 - o For segments of the project where overlays are recommended, the pavement analysis will discuss options to implement the overlay with conventional pavement as well as alternative materials. Consultant's analysis will consider allowable raising of grades.
 - o Consultant will work closely with the Agency's design team to determine which pavement recommendations for each segment will best address their expectations for roadway profile and quality while maintaining cost control.

EXHIBIT B
RATE SCHEDULE

LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I.....	95	Project Administrator/Word Processor/Dispatcher	90
Technician II / Special Inspector	104	Information Specialist	130
Senior Technician / Senior Special Inspector	122	CAD Operator.....	155
Prevailing Wage (field soils / materials tester) *	162	GIS Specialist.....	155
Prevailing Wage (Special Inspector) *	167	GIS Analyst	180
Prevailing Wage (On site Source Inspector, NDT and soil remediation O&M)*.....	171	Staff Engineer / Geologist / Scientist.....	170
System Operation & Maintenance (O&M) Specialist.....	158	Senior Staff Engineer / Geologist / Scientist / ASMR	185
Non Destructive Testing (NDT).....	167	Operations / Laboratory Manager.....	205
Deputy Inspector	122	Project Engineer / Geologist / Scientist.....	215
Field / Laboratory Supervisor	165	Senior Project Engineer / Geologist / Scientist / SMR.....	240
Source Inspector	155	Associate.....	265
City of Los Angeles Deputy Building (including Grading) Inspector	167	Principal.....	295
		Senior Principal	350

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		COMPACTION & PAVEMENT SUBGRADE TESTS	
Photograph of sample	15	Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216)	25	- 4 inch diameter mold (Methods A & B)	170
Moisture & density (ASTM D2937) ring samples.....	37	- 6 inch diameter mold (Method C)	230
Moisture & density (ASTM D2937) Shelby tube or cutting	45	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318):.....	160	- 4 inch diameter mold Methods A & B	235
- Single point, non-plastic.....	90	- 6 inch diameter mold Method C	265
- Atterberg limits (organic ASTM D2487 / D4318)	195	Check point (per point)	70
- Visual classification as non-plastic (ASTM D2488)	15	Relative compaction of untreated/treated soils/aggregates (CTM 216)	270
Particle size:		Relative density 0.1 ft mold (ASTM D4253, D4254).....	250
- Sieve only 1 1/2 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	155	California Bearing Ratio (ASTM D1883)	
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	195	- 3 point.....	535
- Hydrometer only (ASTM D7928)	120	- 1 point.....	200
- Sieve + hydrometer ≤3 inch sieve , (ASTM D7928)	200	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301).....	335
- Percent passing #200 sieve, wash only (ASTM D1140).....	75	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	365
Specific gravity and absorption of fine aggregate			
(AASHTO T84/ASTM C128/ASTM D854/CTM 207).....	140	SOIL CHEMISTRY & CORROSIVITY	
Specific gravity and absorption of coarse aggregate		pH Method A (ASTM D4972 or CTM 643)	50
(AASHTO T85/ASTM C127/CTM 206).....	110	Electrical resistivity – single point – as received moisture.....	50
- Total porosity - on Shelby tube sample (calculated)	180	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	95
- Total porosity - on other sample (calculated)	165	pH + minimum resistivity (CTM 643)	140
Shrinkage limits wax method (ASTM D4943).....	135	Sulfate content - gravimetric (CTM 417 B Part 2).....	75
Pinhole dispersion (ASTM D4647)	225	Sulfate content - by ion chromatograph (CTM 417 Part 2)	85
Dispersive characteristics (double hydrometer ASTM D4221)	215	Sulfate screen (Hach®)	35
As-received moisture & density (chunk/carved samples).....	65	Chloride content (AASHTO T291/CTM 422)	75
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	115	Chloride content – by ion chromatograph (AASHTO T291/CTM 422).....	85
SHEAR STRENGTH		Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	285
Pocket penetrometer	20	Organic matter content (ASTM D2974).....	70
Direct shear (ASTM D3080, mod., 3 points):		CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidated undrained - 0.05 inch/min (CU)	320	Consolidation (ASTM D2435):.....	210
Consolidated drained - <0.05 inch/min (CD)	385	Each additional time curve	50
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear).....	55	Each additional load/unload w/o time reading	45
Remolding or hand trimming of specimens (3 points)	95	Expansion Index (ASTM D4829).....	140
Oriented or block hand trimming (per hour).....	70	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only).....	115
Single point shear.....	115	Swell collapse Method A up to 10 load/unloads w/o time curves	
Torsional shear (ASTM D6467 / ASTM D7608).....	880	(ASTM D4546-A)	310

METHOD	\$/TEST
TRIAxIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166).....	145
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress).....	185
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress).....	400
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress).....	400
Silt or clayey sand soils (per confining stress).....	535
Clay soils (per confining stress).....	755
Three-stage triaxial (sand or silty sand soils).....	700
Three-stage triaxial (silt or clayey sand soils).....	935
Three-stage triaxial (clay soils).....	1,320
Remolding of test specimens.....	70

METHOD	\$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):.....	335
Each additional effective stress.....	130
Hand trimming of soil samples for horizontal K.....	65
Remolding of test specimens.....	70
Permeability of granular soils (ASTM D2434).....	145
Soil suction (filter paper method, ASTM D5298).....	430

SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558).....	260
Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,290
Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	65
Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	250

¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8").....	40
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42).....	45
Trimming concrete cores (per core).....	25
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523).....	90
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523).....	90
Non shrink grout cubes (2 inch, ASTM C109/C1107).....	30
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157).....	430
Length of concrete cores (CTM 531).....	45

HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371).....	2,250
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324).....	965
Superpave gyratory compaction (AASHTO T312/ASTM D6925).....	375
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382).....	160
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382).....	1,445
Extraction by centrifuge, percent asphalt (ASTM D2172).....	160
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202).....	145
Stabilometer, S-Value (ASTM D1560/CTM 366).....	285
Bituminous mixture preparation (AASHTO R30/CTM 304).....	85
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370).....	65
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308).....	55
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308).....	60
Maximum density - Hveem (CTM 308).....	215
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309).....	140
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549).....	45
Wet track abrasion of slurry seal (ASTM D3910).....	160
Rubberized asphalt (add to above rates).....	+25%

BRICK	
Compression - cost for each, 5 required (ASTM C67).....	55
Absorption - cost for each, 5 required (ASTM C67).....	55

METHOD	\$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212).....	55
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213).....	65
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211).....	215
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211).....	270
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208).....	140
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206)	
>#4 retained.....	110
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	190
Durability Index (AASHTO T210/ASTM D3744/CTM 229).....	215
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226).....	45
Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234).....	140
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205).....	145
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235).....	230
Cleanness value of coarse aggregate (CTM 227).....	225
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214).....	240
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214).....	695

MASONRY	
Mortar cylinders 2" x 4" (ASTM C780).....	35
Grout prisms 3" x 6" (ASTM C1019).....	35
Masonry cores compression, ≤6" diameter - testing only (ASTM C42).....	45
Masonry core shear testing (Title 24).....	85
Veneer bond strength, cost for each - 5 required (ASTM C482).....	60
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	60
CMU moisture content, absorption & unit weight - 6 required (ASTM C140).....	55
CMU linear drying shrinkage (ASTM C426).....	190
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314).....	215
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314).....	270

BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3).....	1,060
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3).....	1,315
Type A Joint Seals (Caltrans SS 51-2).....	1,735
Type B Joint Seals (Caltrans SS 51-2).....	1,640
Bearing plates (A536).....	770

METHOD	\$/TEST
REINFORCING STEEL AND PRESTRESSING STRANDS	
Rebar tensile test, ≤ up to No. 11 (ASTMA370)	70
Rebar tensile test, ≥ No. 14 & over (ASTMA370)	215
Rebar bend test, up to No. 11 (ASTMA370)	70
Rebar bend test, ≥ No. 14 & over (ASTMA370)	215
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)	70
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)	90
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670)	45
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670)	215
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Epoxy coated rebar/dowel film thickness (coating) test (ASTMA775/A934)	50
Epoxy coated rebar/dowel continuity (Holiday) test (ASTMA775/A934)	70
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTMA775/A934)	50
Prestressing wire, tension (ASTMA416)	190
Sample preparation (cutting)	55

METHOD	\$/TEST
STREET LIGHTS/SIGNALS	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86)	1,390
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605)	65
FASTENERS / BOLTS / RODS	
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTMA370)	70
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTMA370)	80
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTMA370)	70
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTMA370)	80
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTMA370)	70
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTMA370)	110
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTMA370)	130
SAMPLE TRANSPORT	
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	110

EQUIPMENT LIST

ITEM	\$UNIT
1/4 inch Grab plates	5 each
1/4 inch Tubing (bonded)	0.60 foot
1/4 inch Tubing (single)	0.40 foot
3/8 inch Tubing, clear vinyl	0.60 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	140 day
Air flow meter and purge pump (200 cc/min)	55 day
Box of 24 soil drive-sample rings	130 box
Brass sample tubes	11 each
Caution tape (1000-foot roll)	22 each
Combination lock or padlock	15 each
Compressed air tank and regulator	55 day
Concrete coring machine (≤6-inch-dia)	160 day
Consumables (gloves, rope, soap, tape, etc.)	40 day
Core sample boxes	30 each
Crack monitor Two-Dimensional	30 each
Crack monitor Three-Dimensional	40 each
Cutoff saws, reciprocating, electric (Sawzall®)	80 day
D-Meter Walking Floor Profiler	110 day
Disposable bailers	25 each
Disposable bladders	20 each
Dissolved oxygen meter	50 day
DOT 55-gallon containment drum with lid	85 drum
Double-ring infiltrometer	135 day
Dual-stage interface probe	85 day
Dynamic Cone Penetrometer	430 day
Generator, portable gasoline fueled, 3,500 watts	90 day
Global Positioning System/Laser Range Finder	80 day
Hand auger set	90 day
HDPE safety fence (≤100 feet)	40 roll
Horiba U-51 water quality meter	135 day
Light tower (towable vertical mast)	150 day
Magnehelic gauge	15 day
Manometer	25 day
Mileage (will adjust with IRS published rate)	0.67 mile

ITEM	\$ UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907)	65 test
Nuclear moisture and density gauge	88 day
Electrical moisture and density gauge	88 Day
Pachometer	50 day
Particulate Monitor	135 day
pH/Conductivity/Temperature meter	60 day
Photo-Ionization Detector (PID)	130 day
Pump, Typhoon 2 or 4 stage	55 day
QED bladder pump w/QED control box	175 day
Quire fee – Phase I only	250 each
Resistivity field meter and pins	200 day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	20 each
Slope inclinometer	250 day
Soil sampling T-handle (Encore)	10 day
Soil sampling tripod	40 day
Speedy (R) moisture tester	10 day
Stainless steel bailer	60 day
Submersible pump with controller	180 day
Submersible pump/transfer pump, 10-25 gpm	65 day
Support service truck usage (well installation, etc.)	250 day
Survey/fence stakes	10 each
Tedlar® bags	25 each
Traffic cones (≤25)/barricades (single lane)	55 day
Turbidity meter	80 day
Tyvek® suit (each)	25 each
Vapor sampling box	65 day
Vehicle usage (carrying equipment)	20 hour
VelociCalc	40 day
Visqueen (20 x 100 feet)	130 roll
Water level indicator (electronic well sounder) <300 feet deep well	100 day
ZIPLEVEL®	40 day
Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site	

- **Expiration:** This fee schedule is effective through December 31, 2025 after which non-prevailing wage rates for remaining or additional services will increase by 4% on January 1st of each year.
 - **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase by \$8 on July 1st of each year.
 - **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
 - **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
 - **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 - 4 hours:** 4-hour minimum charge up to the first four hours of work.
 - 8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.
- Project time accrued includes portal to portal travel time.**
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months following completion of assigned tests, 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 \$15 per bag and \$6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
 - **Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age 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. Unless specifically requested otherwise, 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. 6.14

Backup Material will be distributed prior to Meeting

ITEM NO. 6.15



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: January 29, 2026

SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with WKE, Inc., to provide structural design services for the Grand Avenue and Ferrero Parkway Ramps Street Improvement project, extending the term through June 30, 2029, and revising the rate schedule (MP 99-31 #16)

Background:

On January 24, 2019, the Successor Agency approved a Professional Services Agreement (“Agreement”) with WKE, Inc. (“WKE”) to provide structural design services for the Grand Avenue and Ferrero Parkway Ramps Street Improvement project (“Project”). As part of the Industry Business Center Environmental Impact Report (“EIR”), the Successor Agency is responsible for compliance with the Mitigation Monitoring Program requirements (“MMP”) set forth in the EIR. One of the requirements is to mitigate traffic environmental impacts in the surrounding affected areas. The intersection at Grand Avenue and Ferrero Parkway is identified in the EIR, and the improvements include widening the northbound and southbound departures at the intersection, and providing free-flow right turn lanes.

The Project includes widening the bridge on Grand Avenue that passes over the railroad. The 12-foot widening across the bridge portion that will add the free-flow right turn lane in the northbound directions is being structurally designed by WKE. On February 25, 2021, the Agency approved Amendment No. 1, to revise the indemnity provisions, extend the term through June 30, 2023, and update WKE’s rate schedule. On August 24, 2023, the Agency approved Amendment No. 2 to extend the term through June 30, 2026, update the rate schedule, and update the address for the Agency and HDR (WKE is a wholly owned subsidiary of HDR Engineering Inc.).

Discussion:

The work on the Project is ongoing and given that the Agreement with WKE expires on June 30, 2026, it is necessary to extend the term of the Agreement through June 30, 2029, to allow for the completion of the design along with revising the rate schedule to reflect WKE’s current rates.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendation:

Staff recommends that the Agency Board approve Amendment No. 3 to the Agreement with WKE.

Exhibits:

1. SA WKE PSA Grand Ave Bridge Amendment No. 3
2. Approved Agreement - WKE Grand Avenue

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

This Amendment No. 3 to the Professional Services Agreement (“Agreement”), is made and entered into this 29th day of January, 2026, (“Effective Date”) by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, a public body (“Agency”), and **WKE, INC.**, a California Corporation and wholly owned subsidiary of HDR Engineering, Inc., (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about January 24, 2019, the Agreement was entered into and executed between the Agency and Consultant for structural design services for the Grand Avenue and Ferrero Parkway Street Improvement project (“Project”); and

WHEREAS, on or about February 25, 2021, the Agency approved Amendment No. 1, revising the indemnity provisions, extending the Term through June 30, 2023, and updating the Rate Schedule; and

WHEREAS, on or about August 24, 2023, the Agency approved Amendment No. 2, to extend the term through June 30, 2026, revise the rate schedule to reflect Consultant’s current rates, and revise the address for the Agency and the Consultant; and

WHEREAS, the Agreement expires on June 30, 2026, and an extension through June 30, 2029 is needed for Consultant to continue providing structural design services on the Project, it is also necessary to revise the rate schedule to reflect Consultant’s current rates; and

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

AMENDMENT

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

3. Term of Agreement.

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

This Agreement shall commence on Effective Date, and shall remain in full force and effect until June 30, 2029, unless sooner terminated as provided in Section 4 herein.

EXHIBIT B, RATE SCHEDULE

The Rate Schedule is hereby amended to include the rates set forth in Attachment 1, attached hereto, and incorporated herein by reference.

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. 3 to the Agreement as of the Effective Date.

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

“CONSULTANT”
WKE, INC., A WHOLLY
OWNED SUBSIDIARY
OF HDR ENGINEERING, INC

By: _____
Joshua Nelson, Executive Director

By: _____
Daniel Weddell, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

EXHIBIT B
Rate Schedule

Classification	Billing Rate (2026-2027)
Project Manager	\$390.00
Senior Engineer	\$257.00
Project Engineer	\$196.00
Assistant Engineer	\$153.00
CADD	\$171.00

**EXHIBIT A TO AMENDMENT NO. 3:
PROFESSIONAL SERVICES AGREEMENT WITH WKE, INC.
(DATED JANUARY 24, 2019)**

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

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

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

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

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

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

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

15. NOTICES

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

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

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

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

16. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide Agency with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include 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.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT


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

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


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

By: 
Troy Helling, Executive Director

"CONSULTANT"
WKE, Inc.

By: 
Wei Koo, President

Attest:
By: 
Julie Gutierrez-Robles, Assistant Secretary

Approved as to form:
By: 
James M. Casso, Agency Attorney

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

EXHIBIT A

SCOPE OF SERVICES

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

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

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

STRUCTURE DESIGN- BRIDGE WIDENING

1) BRIDGE GENERAL PLANS/ STRUCTURE TYPE SELECTION

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

Design will follow the Caltrans LRFD Bridge Design Specification.

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

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

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

The proposed structure will span over one existing UPRR tracks.

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

Deliverables

Bridge General Plans

Bridge Type Selection Report GP

Estimates

2) UNCHECKED DETAILS SUBMITTAL

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

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

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

Deliverables

Preliminary Estimates

Draft Structure Special Provisions

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

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

3) INITIAL STRUCTURE PLANS

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

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

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

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

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

Deliverables

90% Plans, Special Provisions and Estimates Design Calculations

Check Calculations
Check Detail Comments and Resolutions

4) FINAL PS&E SUBMITTAL

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

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

Deliverables

Final 100% PS&E Submittal

RE Pending Files

5) POST DESIGN SERVICES

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

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

EXHIBIT B
RATE SCHEDULE

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 6.16



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: January 29, 2026

SUBJECT: Consideration of Amendment No. 3 to the Agreement for Consulting Services with WKE, Inc., to provide structural design services at the Industry Business Center, extending the term through June 30, 2028, and revising the rate schedule (MP 99-31 #16)

Background:

On August 27, 2015, the Successor Agency approved an Agreement for Consulting Services (“Agreement”) with WKE, Inc. (“WKE”) to provide structural design services at the Industry Business Center (“IBC”). The scope of services includes structural details plan sheets, design calculations, and specifications for structural design on the project. Some of the structures include the monument sign structure, the low stone planter walls, storm drain structures and retaining walls. On February 25, 2021, the Agency approved Amendment No. 1 to revise the indemnity provisions, extend the term through June 30, 2023, and update the rate schedule. On August 24, 2023, the Agency approve Amendment No. 2 to extend the term through June 30, 2026, revise the rate schedule to reflect WKE’s current rates, and revise the address for the Agency and WKE.

Discussion:

Most of the construction phases of the IBC are complete. The Agreement expires on June 30, 2026, and Staff is requesting the approval of Amendment No. 3 to extend the term through June 30, 2028, in order for WKE to be available for any as needed structural engineering services, along with revising the rate schedule to reflect WKE’s current rates.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendation:

Staff recommends that the Agency Board approve Amendment No. 3 to the Agreement for

Consulting Services with WKE.

Exhibits:

1. SA WKE IBC PSA Amendment No. 3
2. WKE PSA

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

This Amendment No. 3 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 29th day of January, 2026 (“Effective Date”), by and between the Successor Agency to the Industry Urban-Development Agency, a public body (“Agency”), and WKE, Inc., a wholly owned subsidiary of HDR Engineering, Inc. (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about August 27, 2015, the Agreement was entered into and executed between the Agency and Consultant for structural design services at the Industry Business Center (“IBC”); and

WHEREAS, on or about February 25, 2021, the Agency approved Amendment No. 1 to extend the term through June 30, 2023, revise the indemnity provisions, and revise the rate schedule; and

WHEREAS, on or about August 24, 2023, the Agency approved Amendment No. 2 to extend the term through June 30, 2026; and

WHEREAS, the Agreement expires on June 30, 2026, and an extension through June 30, 2028 is needed for Consultant to continue providing as needed structural design services at the IBC, and it is also necessary to revise the rate schedule to reflect Consultant’s current rates, and

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

AMENDMENT

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

3. TERM - EXTENSION

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

This Agreement shall commence on July 1, 2023, and shall remain in full force and effect until June 30, 2028, unless sooner terminated as provided in Section 4 herein.

SECTION 4, RATE SCHEDULE

The Rate Schedule is hereby amended to include the rates set forth in Attachment 1, attached hereto, and incorporated herein by reference.

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. 3 to the Agreement as of the Effective Date.

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WKE, CNS., A WHOVVt OWNED
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CNS.**

By: _____
Joshua Nelson, Executive Director

By: _____
Daniel Weddell, Vice President

AoUo:

By: _____
Julie Gutierrez-Robles, Secretary

A””ROGED AI TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

**EXHIBIT B
Rate Schedule**

Classification	Billing Rate (2026-2027)
Project Manager	\$390.00
Senior Engineer	\$257.00
Project Engineer	\$196.00
Assistant Engineer	\$153.00
CADD	\$171.00

AMENDMENT NO. 3:
AGREEMENT FOR CONSULTING SERVICES WITH HDR, INC.
(DATED AUGUST 27, 2015)

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 27th day of August 2015 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and WKE, Inc., a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires structural design services for the Industry Business Center project.

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 Vinh Trinh, 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 \$80,000.00. 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 15-16A period (July 1, 2015 through December 31, 2015) has been approved for \$20,000.00. 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 \$80,000.00 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

If to Consultant:

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

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: _____

Mark D. Radecki, Chairman

CONSULTANT

By: _____

By: _____

8/10/15

ITEM NO. 6.17



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

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: James Casso, City Attorney

DATE: January 29, 2026

SUBJECT: Consideration of a Settlement Agreement and Mutual Release with San Gabriel Valley Council of Governments

Background:

The San Gabriel Valley Council of Governments (“SGVCOG”) began major construction activities for the SR-57/SR-60 Confluence Chokepoint Relief Project in July 2023, which aims to improve congestion and safety at the State Route 57 (SR-57) and State Route 60 (SR-60) area of confluence, between the City of Diamond Bar and City of Industry (“SR 57/60 Confluence Project”).

As part of planned freeway improvements to the SR 57/60 Confluence Project, the SGVCOG also reconfigured the Diamond Bar Golf Course and made renovations to the course and facilities from September 2021 to 2023 (“Diamond Bar Golf Course Project”).

In connection with the SR 57/60 Confluence Project and the developments on Grand Avenue in the City of Industry, the Successor Agency agreed to improve and widen the intersection of Grand Avenue and Golden Springs Drive, which the Diamond Bar Golf Course spans (“Grand Avenue and Golden Springs Drive Improvement Project”).

On July 7, 2025, the SGVCOG sent the Successor Agency a claim letter asserting that the Successor’s Agency’s delays in completing the Grand Avenue and Golden Springs Drive Improvement Project caused delays in SGVCOG’s ability to timely complete the Diamond Bar Golf Course Project. A copy of this claim letter is attached as Exhibit A. SGVCOG requested that the Successor Agency reimburse \$1,296,666.00 for delay costs.

Discussion:

In an effort to resolve the foregoing dispute, Successor Agency staff began settlement discussions with SGVCOG, which has culminated in the Settlement Agreement and Mutual Release (“Settlement Agreement”) attached as Exhibit B. To resolve the dispute, the proposed Settlement Agreement provides the following key terms:

- The Successor Agency will pay SGVCOG \$1,296,666.00. (Paragraph 1.)
- The Successor Agency and SGVCOG will mutually release and covenant not to sue each other from any and all claims against each other, known or unknown, related in any way to the disputes raised in July 7, 2025 claim letter, Diamond Bar Golf Course Project and Grand Avenue and Golden Springs Drive Improvement Project. (Paragraphs 5-7.)

Fiscal Impact:

The Successor Agency will pay the City \$1,296,666.00 pursuant to the terms of the Settlement Agreement.

Recommendation:

It is recommended that the City Council take the following actions:

1. Authorize the Executive Director to execute the Settlement Agreement and Mutual Release on behalf of the Successor Agency; and
2. Authorize the Legal Counsel and Successor Agency staff to take other actions necessary to implement the Settlement Agreement and Mutual Release.

Exhibits:

1. July 7, 2025 Claim Letter from San Gabriel Valley Council of Governments
2. Settlement Agreement and Mutual Release with San Gabriel Valley Council of Governments



July 7, 2025

OFFICERS

- President*
Ed Reece
- 1st Vice President*
Cory Moss
- 2nd Vice President*
Michael Allawos
- 3rd Vice President*
Andrew Chou

Joshua Nelson, P.E
 City Manager
 15625 Mayor Dave Way,
 City of Industry, CA 91744

Subject: Diamond Bar Golf Course Project

MEMBERS

- Alhambra*
- Arcadia*
- Azusa*
- Baldwin Park*
- Bradbury*
- Claremont*
- Covina*
- Diamond Bar*
- Duarte*
- El Monte*
- Glendora*
- Industry*
- Irwindale*
- La Cañada Flintridge*
- La Puente*
- La Verne*
- Monrovia*
- Montebello*
- Monterey Park*
- Pasadena*
- Pomona*
- Rosemead*
- San Dimas*
- San Gabriel*
- San Marino*
- Sierra Madre*
- South El Monte*
- South Pasadena*
- Temple City*
- Walnut*
- West Covina*
- First District, LA County Unincorporated Communities*
- Fifth District, LA County Unincorporated Communities*
- SGV Water Districts*

Dear Mr. Nelson,

I am writing to address the challenges the San Gabriel Valley Council of Governments (SGVCOG) encountered on our project, the Diamond Bar Golf Course, due to the delays in the Industry Urban-Development (Successor Agency) completion of the Grand Avenue/Golden Springs Drive Project (hereinafter referred to as the “Successor Agency’s Project”). The extended timeline of the Successor Agency’s Project significantly impacted the critical path, hindering our ability to meet established completion milestones and resulting in the expenditure of additional delay-related costs.

The delay in the Successor Agency’s Project affected the commencement of critical activities at the Diamond Bar Golf Course, notably the construction of the 120-inch Reinforced Concrete Pipe, pivotal to our project's timeline. Subsequent activities such as grading and seeding of the greens were contingent upon this completion.

To complete the Diamond Bar Golf Course project, SGVCOG was contractually required to provide closure compensation to the Los Angeles County Department of Parks and Recreation (Parks) in the amount of \$216,111 per month for an 18-month duration, through March 2023. Although the Successor Agency’s Project was originally scheduled for completion in January 2023, it wasn’t completed until October 2023, which impacted our schedule. Our completion of the Diamond Bar Golf Course was delayed six months to November 2023. Despite efforts to re-sequence activities, the project's critical path was significantly impacted by the Successor Agency’s delay.

With the six-month impact on the critical path, SGVCOG was required to provide an additional \$1,296,666 in closure compensation to Parks. The SGVCOG was able to minimize the contractor’s costs for resequencing the work to the extent possible. However, SGVCOG could not avoid paying these additional funds to Parks as required by the project.

Therefore, SGVCOG is requesting Industry Urban-Development to reimburse SGVCOG in the amount of \$1,296,666 for the additional delay costs. To this end, please consider this letter as SGVCOG’s formal claim to the Successor Agency. Additional information supporting SGVCOG’s Claim is included herein. If the Successor Agency requires further information or documentation regarding SGVCOG’s Claim, please contact me at your earliest convenience to confirm what additional information may be required.

San Gabriel Valley Council of Governments
 1333 S. Mayflower Avenue, Suite 360, Monrovia CA 91016

We are hopeful that through our working relationship, we can explore solutions to minimize the costs on both projects. I look forward to your thoughts and suggestions on how we might proceed collaboratively.

Sincerely,

Marisa Creter

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments

Attachments:

- Attachment A - Grand/Golden Springs Drive Schedule Update (February 3, 2021)
- Attachment B - Diamond Bar Golf Course Baseline Schedule (July 16, 2021)
- Attachment C - Settlement Agreement and General Release between SGVCOG and Parks (September 21, 2021)
- Attachment D - Diamond Bar Golf Course Project Schedule Update (September 2023)
- Attachment E - Grand/Golden Springs Drive 3- week look ahead (October 31, 2023)
- Attachment F - Time Impact Analysis

Certificate Of Completion

Envelope Id: 15826A3D-7375-41EC-BF68-CE43C3E55E0F

Status: Completed

Subject: Complete with Docusign: Letter to City of Industry re DBGC 2025-07-03 (General Counsel Comments...

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Kayla Cohrs

AutoNav: Enabled

1333 S. Mayflower Avenue

Envelopeld Stamping: Enabled

Suite 360

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Monrovia, CA 91016

kcohrs@sgvcog.org

IP Address: 47.176.246.3

Record Tracking

Status: Original

Holder: Kayla Cohrs

Location: DocuSign

12/8/2025 2:37:15 PM

kcohrs@sgvcog.org

Signer Events

Signature

Timestamp

Marisa Creter

Marisa Creter

Sent: 12/8/2025 2:38:13 PM

MCreter@SGVCOG.org

Viewed: 12/8/2025 3:20:58 PM

Executive Director

Signed: 12/8/2025 3:21:12 PM

San Gabriel Valley Council of Governments

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 174.227.69.209

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kayla Cohrs

COPIED

Sent: 12/8/2025 2:38:13 PM

kcohrs@sgvcog.org

Resent: 12/8/2025 3:21:13 PM

Management Analyst

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Rene Coronel

COPIED

Sent: 12/8/2025 2:38:13 PM

rcoronel@sgvcog.org

Viewed: 12/8/2025 2:56:11 PM

Assistant Director

SGVCOG

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/8/2025 2:38:13 PM
Certified Delivered	Security Checked	12/8/2025 3:20:58 PM
Signing Complete	Security Checked	12/8/2025 3:21:12 PM
Completed	Security Checked	12/8/2025 3:21:12 PM

Payment Events	Status	Timestamps
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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and General Release (herein the “**Agreement**”) entered into and effective as of date this Agreement is fully executed, as specified on the signature pages below, by and between Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“**SA-IUDA**”) and San Gabriel Valley Council of Governments, a California Joint Powers Authority, (“**SGVCOG**”) (collectively, the “**Parties**”).

WHEREAS, SGVCOG sent the City of Industry (“City”) a claim dated July 7, 2025 (“**Claim**”) stating that SGVCOG suffered costs and damages arising out of a project commonly known as the Diamond Bar Golf Course (“**Diamond Bar Golf Course Project**”) due to SA-IUDA’s alleged delay of completion of the Grand Avenue/Golden Springs Drive Project (“**Grand Avenue and Golden Springs Drive Improvement Project**”). The City forwarded the Claim to the SA-IUDA, the agency responsible for the Diamond Bar Golf Course Project. Neither the City nor the SA-IUDA disputes the Claim’s compliance with the Government Claims Act.

WHEREAS, SGVCOG requested in its Claim that the SA-IUDA reimburse SGVCOG One Million Two Hundred Ninety-Six Thousand Six Hundred Sixty-Six and 00/100 Dollars (\$1,296,666.00) for the alleged delay on the grounds that the alleged delay required SGVCOG to compensate the County of Los Angeles for closures of the Diamond Bar Golf Course for an additional six-month period.

WHEREAS, the Parties desire to amicably, fully, and finally resolve the Claim;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually agree as follows:

1. Consideration. The SA-IUDA will pay SGVCOG One Million Two Hundred Ninety-Six Thousand Six Hundred Sixty-Six and 00/100 Dollars (\$1,296,666.00) in full and final settlement of the Claim.

2. Conditions Precedent. Payment described in Paragraph 1 is subject and conditioned on the approval by the California Department of Finance (“**DOF**”), which is a material condition of this Agreement. The Parties agree to cooperate with each other to secure DOF’s approval expeditiously. However, if DOF does not approve the payment, then this Agreement shall terminate and be of no further force and effect, and any waivers and releases made by the Parties herein shall be deemed null and void.

3. Payment Funding. The payment described in Paragraph 1 shall be made no later than July 31, 2026 and shall be made by check made out to “San Gabriel Valley Council of Governments” delivered to San Gabriel Valley Council of Governments, 1333 Mayflower Ave #360, Monrovia, CA 91016, or other address as SGVCOG directs.

4. Cooperation and Facilitation. The Parties agree to cooperate fully and execute and deliver any and all supplementary documents and to take all additional actions which reasonably may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement without the receipt of further consideration.

5. Mutual General Releases. Except as set forth in Paragraph 2, in exchange for the compromise of all claims asserted in connection with the Claim, payment of the consideration identified in Paragraph 1, and the terms described in this Agreement, the Parties—for themselves and their successors, assigns, trustees, trustors, beneficiaries, subrogees, insurers, reinsurers, third-party administrators, attorneys, lien holders, personal representatives, agents, departments, boards, members, commissions, council members, board of supervisors, officials, officers, employees, consultants, managers, contractors, corporate affiliates (including any corporations, companies, and partnerships that each Party controls or owns), predecessors, and all other persons or entities who may take any interest through them in the matter herein released—do hereby mutually, fully, and finally release, acquit, and forever discharge each other Party—including releasing, acquitting, and forever discharging each other Party’s successors, assigns, trustees, trustors, beneficiaries, subrogees, insurers, reinsurers, third-party administrators, attorneys, lien holders, personal representatives, agents, departments, boards, members, commissions, council members, board of supervisors, officials, officers, employees, consultants, managers, contractors, corporate affiliates (including any corporations, companies, and partnerships that each Party controls or owns), predecessors, and all other persons or entities who may take any interest through them in the matter herein released (specifically including, but not limited to, the City of Industry, the City Council of the City of Industry, and past, present, and future City of Industry City Councilmembers)—from any and all causes of action, claims, suits, arbitration claims, liabilities, indemnity claims, demands of every kind and nature, damages, losses, debts, judgments, liens, sanctions, costs, fees (including but not limited to attorneys’ fees and legal costs), and expenses of whatever kind or nature, including, but not limited to, any tort, or any federal, state or other governmental statute, regulation, or ordinance, arising out of, in connection with, or related in any way to the Claim (“**Mutual Releases**”).

In connection with the Mutual Releases granted herein, all Parties acknowledge that there may be claims, demands, damages, causes of action, suits, or liability presently unknown or unsuspected, or facts in addition to or different from those which they now know, and intend, through this Agreement, and upon the advice of their own counsel, to settle and to fully, finally, and forever release all such matters, and all claims, demands, damages, causes of action, suits, or liability relative thereto, which do now exist, may exist, or previously have existed between them relating to the Claim.

6. Waiver of Civil Code Section 1542. In furtherance of this intention of the releases given herein, the Parties hereto expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties hereto acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code were separately bargained for, and they expressly consent that this Agreement shall be given full force and effect in accordance with each and all of its expressed terms and provisions, including those terms and provisions relating to unknown and unsuspected

claims, damages, and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands, and causes of action hereinabove specified.

7. Covenant Not to Sue. The Parties and each of them shall forever refrain from prosecuting, initiating, maintaining, or pressing any action, suit, claim, cross-claim, counterclaim, demand, action, or cause of action known or unknown against another Party to this Agreement based or related to any of the claims released herein, except for claims for breach of the terms of this Agreement. This Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that may be instituted or prosecuted by any Party based on or related to any matters released by the Agreement. The Parties agree that any such proceeding would cause irreparable injury to the Party against whom it is brought and that any court of competent jurisdiction may enter an injunction restraining prosecution thereof.

8. Binding Effect. The Parties agree that this Agreement shall inure to the benefit of, and be binding upon, the Parties and each of them and their successors, assigns, trustees, trustors, beneficiaries, subrogees, insurers, reinsurers, third-party administrators, attorneys, lien holders, personal representatives, agents, departments, boards, members, commissions, council members, board of supervisors, officials, officers, employees, consultants, managers, contractors, corporate affiliates (including any corporations, companies, and partnerships that each Party controls or owns), predecessors, and all other persons or entities who may take any interest through them in the matter herein released.

9. Representations and Warranties. The Parties represent and warrant by promise of defense, indemnity, and holding harmless, that:

a. The Parties and each of them, being of sound mind and body, have authority to enter into this Agreement in order to effectuate a total and complete settlement.

b. The Parties and each of them have not sold, assigned, granted, or transferred to any other person, firm, corporation, or entity, any claim, counterclaim, demand, or cause of action related to the Claim, occurring, arising, or existing prior to the date of this Agreement. The Parties and each of them further represent and warrant that they have not assigned or transferred to anyone any claims which would otherwise be released hereby.

c. The Parties and each of them have no knowledge of any subrogation rights, lien rights, or related services rendered to them as a result of the Claim held by third parties, including persons, firms, corporations, insurers, insurance agencies, attorneys, governmental agencies, or other entities, that will survive or not be extinguished by this settlement.

d. The Parties represent they have not filed any lawsuits, claims, complaints, or charges against each other or each other's present and former officers and employees, with any state or federal court or agency, in any way concerning the Claim.

e. The Parties and each of them represent that their undersigned have the right, power, legal capacity, and authority to enter into and perform their obligations under the Agreement and no approvals or consents of any other persons or entities, other than the individuals signing, are necessary in connection with the execution of this Agreement. The SA-

IUDA further represents that its undersigned has the right, power, legal capacity, and authority to settle the Claim and to enter into and perform its obligations under the Agreement, subject to the formal approval of this Agreement by the Board of the SA-IUDA at regular or special meeting of the Board.

10. No Admissions. It is expressly understood and agreed that the execution of this Agreement and payment and receipt of the consideration forth above is in settlement and compromise of a dispute only and shall not be construed in any manner to be an admission of liability by any party hereto.

11. Independent Advice. The Parties acknowledge that in entering into and executing this Agreement that they had the independent counsel and legal advice of an attorney-at-law of their own choice, and that they are not relying upon any representation of any other party hereto unless expressly set forth herein in writing.

12. Interpretation. This Agreement has been read to Plaintiffs and Plaintiffs' guardian ad litem, agents, and representatives in their native language, and the signatures below reflect their understanding and agreement.

13. Attorneys' Fees. The Parties to this Agreement will bear their own costs, expenses, and attorneys' fees in connection with this Agreement. Should suit be brought to enforce or interpret any part of this Agreement, the "prevailing party" shall be entitled to the recovery of reasonable costs and expenses incurred, including, without limitation, attorneys' fees.

14. Notices. Except as otherwise required by law, all notices, consents, approvals, and other communications required or permitted hereunder must be in writing. They will be deemed to have been duly given: (1) on the date of service if served personally on the party to whom notice is to be given; (2) on the date of delivery if sent by commercial overnight courier with written verification of receipt or by email; or (3) on the fifth day of mailing if mailed to the party to whom notice is to be given by United States priority mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows:

For SA-IUDA:

James M. Casso, Esq.
jcasso@cassosparks.com
Bianca Sparks, Esq.
bsparks@cassosparks.com
CASSO & SPARKS, LLP
13300 Crossroads Pkwy North, Suite 410
City of Industry, CA 91746

For SGVCOG:

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
1333 Mayflower Ave # 360
Monrovia, CA 91016

mcreter@sgvcog.org

With a copy to:

Cassie Trapesonian
SGVCOG General Counsel
555 Anton Blvd., Ste. 1200
Costa Mesa, CA 92626
ctrapesonian@woodruff.law

15. Choice of Law/Venue. This Agreement shall be construed and enforced under California law and venue shall be Los Angeles County.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplemental, modification, or amendment of this Agreement shall be valid unless executed in writing by all the Parties.

17. Modifications and Amendments. This Agreement may not be modified, amended, changed, or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

18. Waiver and Extensions. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereto or of any other agreement or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligations or act. No failure or delay of any party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. Titles and Headings. The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the paragraphs to which they relate.

20. Construction. Each party to this Agreement has cooperated in the drafting, preparation, and review of this Agreement, and the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, will not be employed in any interpretation of this Agreement.

21. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can

be given effect without the invalid provisions or application; and to this end, the provisions of this Agreement are declared to be severable.

22. Miscellaneous. Whenever used herein, unless the context otherwise requires, the singular shall include the plural and the plural the singular; and words used in any gender, including words of relationship, shall read as including the corresponding words of the opposite or neutral gender.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Photocopies, facsimile, or other reproductions of this Agreement or counterparts shall have the same force and effect as though they were originals.

24. Electronic Signatures. This Agreement may be executed by electronic signature and/or through signatures reflected on scanned copies of signed pages (or by DocuSign or other electronic form signifying a Party's consent in the same fashion as a printed signatures inscribed by hand). This Agreement, regardless of whether it has original, facsimile, copy, scanned, or electronic signatures, shall be binding and enforceable upon the affixing of such signatures by the Parties to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of and is effective as of the Effective Date.

Successor Agency to the Industry Urban-Development Agency

Dated: _____

By: _____
Joshua Nelson
Title: Executive Director

ATTEST:

By: _____
Julie Gutierrez-Robles
Title: Secretary

San Gabriel Valley Council of Governments

Dated: _____

By: _____
Marisa Creter
Title: Executive Director

Approved as to Form:

By: _____
Cassie Trapesonian

Title: General Counsel