AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the CITY OF BELL ("City") and INTERWEST CONSULTING GROUP, a Colorado corporation ("Contractor") is effective as of the 17th day of April, 2013.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated December 13, 2011 and a subsequent Amendment No. 1 dated July 18, 2012 (together referred to as "Agreement") whereby Contractor agreed to provide City Engineering Services.

B. As part of an overall settlement for the legal actions surrounding the Dexia case, the City of Bell is interested in engaging the Contractor and their subcontractors to provide entitlement services for 4 parcels of land in the Bell Industrial Area ("Entitlement Services"). The contract sum of the Agreement did not include the fees for the Entitlement Services.

C. City and Contractor now desire to amend the Agreement to include compensation for the additional task of Entitlement Services in an amount not to exceed $428,060.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

Section 2.1 of the Agreement is hereby amended to add the following to the end of the provision:

2.1 **Contract Sum.**

In addition, the City agrees to pay Contractor up to $428,060 for Entitlement Services as fully described in Exhibit 1 of this Amendment. If any of the subject parcels are sold by December 31, 2013, then the payment of these services will be by the close of escrow of the sale any of the subject parcels. However, if none of the subject parcels are sold by December 31, 2013, then the City can pay the for Entitlement Services over a six month period following December 31, 2013 in equal monthly installments.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.
3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL

Doug Wilmore, City Manager

ATTEST:

Janet Martinez, Interim City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

David Aleshire, City Attorney

CONTRACTOR:

INTERWEST CONSULTING GROUP

By:
Name: Terry J. Rodrigue, PE
Title: President

By:
Name: Debbie Thorson
Title: CFO
Address: 15061 Springdale St
Suite 205
Huntington Beach, CA 92649
EXHIBIT 1
SCOPE OF ENTITLEMENT SERVICES

PROJECT INTRODUCTION

The City of Bell is undertaking an effort to entitle 4 parcels of undeveloped land in the City’s industrial zone. This scope of work is intended to provide all of the professional consulting services necessary to provide entitlement services.

Parcel A, 15.72 acres Formerly known as the BNSF Parcel

Parcel F, 11.54 acres

Parcel G, 3.22 acres

Parcel H, 10.50 acres

The intent is to entitle all of the parcels at one time for preparation for sale. The parcels will be sold either as three separate development opportunities with Parcel F and G combined into one salable parcel or as four completely separate parcels. The intent of this effort is to provide entitled property to a buyer(s) such that the buyer(s) has an upper limit on the amount of square footage that will be allowable on each parcel. It is expected that each end user will submit revised site plans reflecting their particular needs and that will fall within the entitled maximum square footage.

SCOPE OF SERVICES

The scope of services necessary for the project is divided into the following general categories:

1. Case Planner/Project Manager - LDM
2. Project Conceptual Design - LDM
3. Environmental Consulting - PMC
4. Civil Engineering, Project Oversight, Staff Review - Interwest
   a. Surveying – Thomsen Engineering
5. Traffic Analysis - RBF

1. Case Planner/Project Manager

Provide project management services to the City of Bell as necessary to obtain entitlement and environmental review approval for four parcels owned by the City. The tasks will include the following:

✓ Coordination of all consultants working on the project to assure timely preparation of entitlement and environmental documents;
✓ Review and comment on all environmental review documents;
✓ Prepare all required notices;
✓ Participate in meetings with Environmental Justice Group and other community stakeholders;
✓ Prepare and process a Conditional Use Permit application for the City;
✓ Prepare all necessary resolutions and conditions of approval for the entitlements associated with the projects;
✓ Prepare City Council staff reports and any other reports as required by the City and Interwest;
✓ Assist the City and City Attorney in the development of a Financial Agreement between the City and Developer. This includes a ENA, DDA, Loan Agreement, etc.
✓ Assure required environmental notices are filed for adoption (if EIR is completed);
✓ Provide weekly status report to Interwest and the City;

2. Project Conceptual Design

Preliminary Site Designs: Work with Interwest, City staff and other participating consultants to develop the initial conceptual site designs for 4 parcels. This includes obtaining and reviewing the applicable development standards for the site and obtaining other regulatory requirements from other reviewing agencies. The preliminary designs shall have sufficient data to allow Interwest and other consultants to develop the environmental review documents associated with the projects. Due to the time sensitivity, this task will be completed within 14 days of authorization to proceed.

Final Site Designs: Work with Interwest, City staff and other participating consultants to make all necessary revisions to the site designs for the 4 parcels resulting from environmental issues, mitigation requirements, and City’s real estate broker comments.

Elevations (Optional): Upon approval of final site designs, prepare conceptual elevations of building elevations as seen from Rickenbacker Street.

Color Presentation Drawings (Optional): Upon approval of the final site designs and elevations, prepare colored presentation drawings. Presentation drawings shall include site plan and elevation for each parcel (with the exception of parcel G which may not contain a building).

3. Environmental Consulting

Review Relevant Documents, Technical Studies, and Background Information

Prior to contract award, we will review and confirm schedule details, confirm a communication plan, and develop any additional strategies to address any specific project issues of concern the
City has identified.

Prepare Detailed Project Description and NOP

Understanding that a detailed project description is critical to preparing an accurate analysis of the environmental effects of the proposed Project, PMC will draft a project description for the project using all available material including, site plans and other renderings and engineering plans as available, and project site photographs. Pursuant to CEQA Guidelines Section 15082(a), the Notice of Preparation shall include the project description, location, probable environmental effects and if necessary, notice of the scoping meeting. The project description will contain all the requirements listed in Section 15124 of the State CEQA Guidelines. PMC will also have a NOP prepared and ready for publication upon contract execution. The NOP will not contain an initial study, but will describe the anticipated contents of the EIR. Pursuant to CEQA Guidelines Section 15082(a), the Notice of Preparation shall include the project description, location, probable environmental effects and if necessary, notice of the scoping meeting.

Work with City to Clarify Objectives and Identify a Reasonable Range of Alternatives

Shortly after finalizing the project description PMC will assist in clarifying objectives which will help to identify a reasonable range of alternatives that meet the central project objectives and at the same time reduce or avoid a significant adverse impact.

PMC will conduct one scoping meeting to present the project and solicit comments from responsible agencies, adjacent communities, and interested and parties. In addition, PMC will attend four meetings with interested parties/groups and adjacent cities.

Manage Preparation of Technical Studies

The effects associated with the construction and operation of the project will need to be identified and analyzed in project-specific technical studies. Traffic analysis will be prepared under a separate contract. Data shall be provided in an agreed-upon format that will be useable by the noise, air and greenhouse consultants.

Where appropriate, mitigation measures will be drafted so that they address each of the four individual parcels.

Air Quality Study

Using the most recent version of the URBEMIS modeling software, PMC will quantify emissions sources associated with project construction and operations. In the event that significant impacts are identified, mitigation measures, including those required by SCAQMD, will be proposed and quantified.

Greenhouse Gases (GHG) Emissions Study

The construction and operation of the project would lead to an increase in GHG emissions. Common sources include construction and operational vehicle trips, construction and operational energy and water use, and use of construction equipment. PMC will describe existing environmental and regulatory climate change conditions (e.g. AB 32), followed by an analysis of
the project’s construction and operational impacts.

The climate change analysis will focus on the GHGs of greatest concern, including carbon dioxide (CO₂), methane (CH₄) and nitrous oxide (N₂O) that will be generated by construction and operation of the proposed project. In addition to evaluating the proposed project’s contribution towards climate change, we will also evaluate the effects of climate change on the project.

Where significant impacts are identified, we will identify mitigation measures (including those recommended by the California Air Pollution Control Officer’s Association and California Attorney General) designed to reduce the significance of project-related climate change impacts.

**Noise Study**
PMC will contract with a noise specialist to provide noise contour data based on the traffic analysis and the construction assumptions. The results of the analysis will be included in the EIR.

**Cultural Resources Study**
Although the sites are heavily disturbed (and paved in one instance) PMC will contract with a cultural resources specialist to provide a reconnaissance survey of the sites and a records search to determine the potential for cultural resources.

**Biological Resources Study**
PMC will conduct a reconnaissance survey of the site and provide an existing conditions summary and search for rare and endangered species that might occur in the area.

**First Screencheck Draft EIR**
PMC will prepare a First Screencheck Draft EIR in full compliance with CEQA (Public Resources Code 21000-21177) and the State CEQA Guidelines (California Code of Regulations 15000-15387). After each author finishes a section, the section is reviewed by a senior technical specialist, the project manager, and is given a final review by QA/QC.

**Table of Contents and Summary**
This chapter will include a brief summary of the proposed actions and their consequences as described in CEQA Guidelines Sections 15122 and 15123.

**Introduction**
This chapter of the EIR will include a discussion of the purpose and requirements of CEQA, the purpose and requirements for an EIR, and the scope of the EIR. It will identify lead, responsible, and trustee agencies and their role in the project approval. It will include a table with a list of all commenters during the Notice of Preparation (NOP) comment period and a brief summary of their comments and will describe the public review and participation process for the project. This chapter will also list the document’s organization by section.

**Project Description**
The project description is described under “prepare detailed project description and NOP” and is being prepared on an expedited schedule to have it completed early in the environmental analysis
Environmental Setting and Analysis
PMC will prepare a description of the physical environmental conditions in the local and regional vicinity of the proposed project at the time of the NOP. Resource-specific environmental conditions will be included in each resource section. Based on these conditions, we will analyze how the proposed project may affect the environment, identify significant impacts and describe measures to mitigate those impacts. This section shall include the information and analysis required in Sections 15125, 15126, 15126.2 and 15126.4.

Transportation, Circulation, and Parking - PMC will incorporate a summary of the Transportation Study into the Transportation Section of the Draft EIR. The section will summarize the existing traffic, transit, bicycling, pedestrian, and parking conditions; the existing applicable regulatory framework; and discuss the potential effect on traffic, transit, bicycling, pedestrian mobility, and parking. Feasible mitigation will be provided to reduce impacts related to transportation, circulation, and parking.

Air Quality - PMC will provide the air quality analysis based on the traffic study. The section will summarize the existing air quality conditions, the existing regulatory framework, and discuss the construction and operational effects of the project. Feasible mitigation will be provided to reduce impacts related to air quality.

Greenhouse Gas Emissions (GHG) - PMC will provide the GHG analysis based on the traffic study and construction assumptions. The section will summarize the current scientific data on global climate change, the existing regulatory framework, and discuss the construction and operational effects of the project. Feasible mitigation will be provided to reduce impacts related to GHG emissions and climate change.

Hazards and Hazardous Materials - PMC will incorporate a summary of the project’s Phase I ESA into the Hazards and Hazardous Materials Section of the Draft EIR. The section will summarize the existing onsite hazard and hazardous materials conditions, the existing regulatory framework, and discuss the potential effects described in detail in the Phase I ESA. The section will also describe and analyze potential impacts from hazards, such as proximity to the rail and highway rights of ways. Feasible mitigation will be provided to reduce impacts related to hazards and hazardous materials.

Noise - PMC will provide the noise analysis based on the traffic study and construction assumptions. The analysis will evaluate short-term noise and vibration issues associated with construction as well as long-term impacts resulting from development of the four sites.

Biological Resources - PMC will compile the results, findings and recommendations of the biological resources analysis and will analyze any potentially significant biological impacts associated with project construction or operations. If needed, mitigation measures will be proposed.

Cultural Resources - PMC will compile the results, findings and recommendations of
the cultural resources analysis and will analyze any potentially significant impacts to cultural resources resulting from either the construction or operation of the project. Mitigation measures will be proposed if necessary.

**Impacts Determined to Not be Significant** - PMC will prepare summary discussions of other CEQA topics determined to not be significant, that otherwise would have been scoped out of the EIR were an Initial Study prepared. The discussion will include a brief analysis of agricultural and forest resources, aesthetics, biological resources, cultural resources, geology and soils, hydrology and water quality, mineral resources, land use and planning, public services, recreation, utilities and service systems, and population and housing.

**Cumulative Impacts**
In addition to analyzing the proposed project’s direct and indirect effects on each of the aforementioned resources, the EIR will provide a cumulative analysis to determine if construction and operation of the proposed project would result in significant cumulative impacts. Cumulative impacts may be assessed using either the project list methodology described in CEQA Guidelines Section 15130(b)(1)(A) or by using a summary of projections contained in adopted local or regional plans as described in CEQA Guidelines Section 15130(b)(1)(B).

**Growth Inducing Impacts**
An analysis of the additional consequences of the proposed project will be discussed in this section. These consequences include growth-inducing impacts and significant irreversible changes if the project was implemented, and the effects not found to be significant.

**Alternatives**
PMC will prepare a description of the project alternatives, including those previously considered but rejected. We have assumed two project alternatives will be qualitatively evaluated in addition to the No Project Alternative and this is reflected in our cost proposal. Each project alternative will be evaluated to determine whether it would result in greater or lesser impacts on a given resource when compared to the proposed project. The environmental effects of each project alternative will be qualitatively discussed and a summary comparison table of the proposed project and each alternative will be created to allow for an “at a glance” comparison of each alternative. CEQA also requires that the EIR identify an environmentally superior alternative and this summary table will support that determination.

**Agencies, Organizations, and Persons Consulted**
This section will include all agencies, organizations, and persons consulted during the EIR process.

**References**
PMC will include a section of all references used within the EIR. All citations and references will specify the page number(s) and a copy of each reference will be provided to the City for inclusion into the administrative record.

**List of Preparers and Contributors**
This section will list all preparers and contributors to the EIR and technical reports.
Prepare a Public Review Draft

After the City has commented on the Screencheck Draft EIR, PMC will make the necessary revisions and finalize the Draft EIR for public review and distribution. PMC will prepare and distribute the Notice of Completion (NOC) to the State Clearinghouse/Office of Planning and Research. PMC will prepare a draft Notice of Availability (NOA) for distribution by the City.

Prepare Screencheck Final EIR, Revised Text, Responses, and MMRP

PMC will begin preparing the responses to comments as soon as the City begins receiving them. For cost estimating purposes, we have assumed approximately 10 letters will be received and that none will require new technical studies or be of an extensive legal nature (such as those authored by attorneys).

Combined, the list of comments, the response to comments, and the revised Draft EIR text, figures, and attachments would constitute the Final EIR. The Final EIR will be submitted to the City for review and comment. PMC will also prepare the Mitigation Monitoring and Reporting Program (MMRP). PMC will prepare Findings of Fact and if necessary a Statement of Overriding Considerations.

Prepare Final EIR and NOD

PMC will make the necessary revisions and provide the City with any substantive changes in strikeout/underline format for approval before finalizing the Final EIR for public review and distribution to the commenting public and agencies. PMC will also assist the City with preparation of a Notice of Determination (NOD) for filing with the County Clerk upon certification of the EIR and approval of the project.

Project Coordination and Meetings

This task provides budget to coordinate preparation of the EIR and manage the contract and subcontracts, schedule, and budget. This task also includes budget to attend project meetings and public hearings.

4. Engineering, Project Oversight, Staff Review and Surveying

✓ Prepare a basic topographic survey of the four sites with adequate detail to support the conceptual grading plan preparation. The mapping will be prepared at a scale of 1"=30' with one(!) foot contour interval. A 50' grid of spot elevations will be included. Includes a black and white digital orthophoto suitable for viewing at 1"=20' with a pixel size of approximately 0.2'.
✓ Prepare ALTA surveys for all parcels.
✓ Prepare Conceptual Grading Plans for each of the four sites showing existing and proposed grading contours and design elevations at critical design locations such as building entrances/corners, ADA routes and drainage systems.
✓ Prepare Conceptual Utility Plans for each of the four sites showing the locations of existing and proposed utilities to ensure compatibility between the sanitary sewer, storm sewer, and water systems. It is anticipated that each site can be adequately serviced from adjacent Rickenbacker Road utilities and no additional off-site utility main design will be necessary.

✓ Prepare Existing and Proposed Hydrology Plans for the onsite improvements of the four sites verifying that the sites comply with City and State drainage requirements. Onsite detention is not anticipated; however, onsite water quality measures will be required.

✓ Prepare a Standard Urban Stormwater Mitigation Plan (SUSMP) for each of the four sites to reflect anticipated mitigation and stormwater protection measures.

✓ Prepare plan views of the extension of Rickenbacker Road from the existing end of pavement currently located at the southeast corner of Parcel F. The road is assumed to be a two lane roadway with curb and gutter on each side and sidewalk on one or both sides with driveway access to serve the existing and proposed properties. The west end is assumed to require a cul-de-sac turnaround. A vertical profile design of the roadway is not anticipated for the entitlement documents.

✓ Prepare Tentative Parcel Maps for each of the four sites in accordance with The Subdivision Map Act of the State of California. Prepare a tentative map by compositing the various boundary, utility and drainage information that we have developed over the last 15 years related to the Cheli- GSA property as acquired by the City of Bell. We will meet with the City and it's consultants to discuss the extent of the detail that they intend to show on the proposed tentative map.

5. Traffic Analysis

Study Conditions
The traffic analysis will identify traffic conditions under the following four analysis scenarios:

1) Existing Conditions;
2) Forecast Existing Plus Project Conditions;
3) Forecast Project Opening Year Without Project Conditions; and
4) Forecast Project opening Year With Project Conditions.

Study Area
The traffic study area will consist of the following twelve (12) study intersections:

1. I-710 Southbound Offramp/Bandini Boulevard;
2. Atlantic Boulevard/Washington Boulevard;
3. Atlantic Boulevard/Bandini Boulevard;
4. Pennington Way/Bandini Boulevard;
5. Yeager Way/Bandini Boulevard;
6. Amelia Earhart Way/Bandini Boulevard;
7. Eastern Avenue/Bandini Boulevard;
8. Eastern Avenue/Rickenbacker Road;
9. Eastern Avenue/Mansfield Way;
10. Eastern Avenue/Slauson Avenue;
11. Garfield Avenue/Bandini Boulevard; and
12. Garfield Avenue/Telegraph Road.

As part of the analysis, RBF will collect vehicle movement counts at Study Intersections 8, 9, and 10 on a typical weekday (Tuesday, Wednesday, or Thursday) during the a.m. peak period (7:00 a.m. to 9:00 a.m.) and the p.m. peak period (4:00 p.m. to 6:00 p.m.). Due to the truck traffic in the area, this scope of work assumes traffic volume data collection by axle classification. The analysis will utilize the highest hour of peak hour data collected for each corresponding peak hour analysis.

The analysis will utilize existing traffic count axle classification data contained in the Bandini Industrial Project Traffic Impact Analysis (RBF Consulting, March 28, 2012) for the remainder of the study intersections.

**Forecast Near-Term Year Traffic Volumes**

Forecast near-term project opening year future year study area traffic volumes will be derived by adding trips forecast to be generated by applicable City-identified approved/pending projects assumed to be open and generating trips by the project-opening year to existing measured traffic volumes. Since the Dexia project consists of three (3) properties and each one of three (3) properties will be analyzed individually as a stand-alone project, the two (2) other projects not analyzed in the specific traffic analysis will be treated as cumulative projects to the project analyzed.

**Trip Generation**

The traffic impact study will identify the number of daily and peak hour trips forecast to be generated by the proposed project, using trip generation rates contained in Trip Generation (Institute of Transportation Engineers, 9th Edition, 2012).

**Trip Distribution & Assignment**

The traffic study will provide a forecast distribution and corresponding assignment of project-generated trips at the study intersections. Trip distribution and assignment forecasts for the proposed project will be reviewed and approved by City staff prior to incorporation in to the analysis.

**City Intersection Level of Service**

The analysis will assess the proposed project forecast traffic impact during the a.m. peak hour and p.m. peak hour at the ten (10) study intersections not controlled by Caltrans (the study intersections controlled by Caltrans consist of the I-710 Southbound Off-ramp/Bandini Boulevard intersection and the Atlantic Boulevard/Bandini Boulevard). The analysis will
document the existing operation of the study intersections, and forecast future operation of the
study intersections without and with the proposed project to identify potential project-related
traffic impacts using the *Intersection Capacity Utilization (ICU)* analysis methodology for
signalized study intersections and the *Highway Capacity Manual (HCM)* analysis methodology
for unsignalized study intersections.

If the analysis shows the proposed project will significantly impact an intersection based on
applicable agency thresholds of significance, mitigation measures will be recommended in
accordance with established agency performance criteria to eliminate or reduce identified
significant impacts. The analysis will also document forecast operating conditions assuming
implementation of recommended mitigation measures.

**State Highway Intersection Analysis**

The analysis will also include a State Highway intersection analysis of the following two (2)
study intersections controlled by the Caltrans utilizing the *HCM* analysis methodology for in
accordance with Caltrans’ requirements.

The State Highway intersection analysis will document the operation of the following two (2)
State Highway study intersections for the analysis scenarios listed above:

- I-710 Southbound Offramp/Bandini Boulevard;
- Atlantic Boulevard/Bandini Boulevard.

If the State Highway intersection analysis shows the proposed project will significantly impact
the study intersection based on applicable agency thresholds of significance, mitigation measures
will be recommended in accordance with established agency performance criteria. The analysis
will also document forecast operating conditions assuming implementation of any recommended
mitigation measures.

This scope of work does not assume analysis of freeway mainline analysis, freeway ramp
queuing analysis or State Highway roadway link analysis.

**Project Site Access/Onsite Circulation Analysis**

RBF will review the site access and onsite circulation of the site plans for each of the 4 project
sites, and make recommendations as necessary to improve vehicular traffic flow. This scope of
work assumes a qualitative review and analysis, and does not assume quantitative analysis
(Synchro queuing, site distance calculations, etc.).
Fee Breakdown for Entitlement Services

The $428,060 fee amount for the Entitlement Services to be completed by September 1 2013 is as follows:

1. Case Planner/Project Manager $32,200
2. Project Conceptual Design $27,200
3. Environmental Consulting $173,000
4. Civil Engineering, Project Oversight, Staff Review $130,000
   a. Surveying $28,800
5. Traffic Analysis $36,860
Total $428,060

Additional work items beyond this scope will be negotiated with the City on a case by case basis. There are no markups on subconsultants or allowable reimbursables.