



# ***Alameda Corridor-East Construction Authority***

4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 [www.theaceproject.org](http://www.theaceproject.org)

## **ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY BOARD OF DIRECTORS REGULAR MEETING AGENDA**

**Monday, September 23, 2013 – 2:00 P.M.  
El Monte City Hall  
11333 Valley Blvd.  
El Monte, CA 91731**

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Members of the public may comment on any item on the agenda at the time it is taken up by the Board. We ask that members of the public come forward to be recognized by the Chair and keep their remarks brief. If several persons wish to address the Board on a single item, the Chair may impose a three-minute time limit on individual remarks at the beginning of the discussion.

El Monte City Hall is accessible to persons using wheelchairs and with other disabilities. Informational material will be available in large print. Assistive listening devices, materials in other alternate formats, American Sign Language interpreters and other accommodations will be made available upon request. Requests should be made to Deanna Stanley at 626-962-9292 ext. 142 or [deannas@theaceproject.org](mailto:deannas@theaceproject.org). Providing at least 72 hours notice will help ensure availability.

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- I. Pledge of Allegiance
- II. Roll Call and Introductions
- III. Public Comment
- IV. Approval of Regular Meeting Minutes of August 24, 2013 (Pages 1 – 5)      Action
- V. Chairman’s Remarks
- VI. Board Member Comments
- VII. Chief Executive Officer’s Report (Pages 6 – 7)      Information
- VIII. Project Construction Progress Reports      Information
- IX. Approval of Baseline Agreement for the Puente (Pages 8 – 11)      Action  
Avenue Grade Separation Project

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The ACE Construction Authority is constituted of seven (7) member jurisdiction; the Cities of El Monte, Industry, Montebello, San Gabriel and Pomona, the County of Los Angeles and the San Gabriel Valley Council of Governments. A San Bernardino County Council of Governments representative is an ex-officio Board member. Each member or alternate has one vote. A quorum of the ACE Construction Authority is no less than four (4) of its total voting membership. Actions taken by the ACE Construction Authority shall be by simple majority of the members present with a quorum in attendance except for personnel actions, the annual budget, matters dealing with the Administrative Code or matters requiring subsequent approval by the SGVCOG, all of which shall require five (5) votes. All disclosable public records related to this meeting are available for viewing at the ACE office above during normal working hours.

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|-------|--|--------|
| X.    | Approval of Construction, Operation and Maintenance Agreement with the Union Pacific Railroad for the Puente Avenue Grade Separation Project (Pages 12 – 25) | Action |
| XI.   | Receive and File Presentation on ACE's Environmental Mitigation Monitoring Program (Pages 26 – 37)   | Action |
| XII.  | Receive and File Presentation on ACE's Working Capital Management Program (Page 38)  | Action |
| XIII. | Adjournment  | Action |



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### ACE Construction Authority Board of Directors Regular Meeting August 26, 2013 Minutes

Vice Chair Jack Hadjinian called the meeting of the Board of Directors of the Alameda Corridor-East Construction Authority to order at 2:00PM at El Monte City Hall.

1. **Pledge of Allegiance** – Member Costanzo led the pledge of allegiance

2. **Roll Call** – Vice Chair Hadjinian asked Mark Christoffels to call the roll.

In attendance were:

Jack Hadjinian, Vice Chair

Tim Spohn

Juli Costanzo

Freddie Rodriguez

Andre Quintero

#### Staff

Mark Christoffels, Chief Executive Officer

Greg Murphy, Legal Counsel

Deanna Stanley

Amy Hanson

Genichi Kanow

Paul Hubler

Phil Balmeo

Cecilia Cardenas

#### Guests

Allen Ude, LA County DPW

Hank Fung, LA County DPW

Joe Satel, Trans systems

Jose Loera, Pico Rivera

Sarah Carlson Roberts, Citadel

Natasha DeBenon, Arcadis

Allan Tanjuaquio, Jacobs

Roy Fisher, Parsons

3. **Public Comments** – There were no public comments.

4. **Approval of July 22, 2013 Minutes** – A motion was made to approve the minutes of July 22, 2013. M/S/C/ Spohn/Costanzo/Passed Abstain:Quintero

5. **Receive and File Finance Committee** - A motion was made to receive and file the Finance Committee meeting minutes of July 25, 2013.  
M/S/C/Quintero/Rodriguez/Passed Abstain: Spohn/Costanzo
6. **Chairman's Remarks** – Vice Chair Hadjinian welcomed the Board and attendees to the meeting.
7. **Board Comments** – There were no Board comments.
8. **Chief Executive Officer's Report** – Mr. Christoffels introduced Greg Murphy, Burke, Williams and Sorenson. Mr. Christoffels announced ACE was recently awarded \$104 million by the CTC for the Puente and Fairway projects. He indicated he would include this allocation in the next update of the overall project funding summary. Mr. Christoffels indicated the historic Chapman Millrace was successfully relocated and plans are underway for a dedication ceremony to be held on Tuesday, September 24 at 10AM. The Board was shown a Channel 4 investigative news clip which depicted the State's most dangerous train crossings. The news clip highlighted the Nogales Street crossing. Mr. Christoffels indicated the importance of the ACE program after three accidents at this crossing during this year alone.

Member Messina arrived.

9. **Project Construction Progress Reports** – Genichi Kanow reviewed construction progress photos for the Baldwin Avenue project. Phillip Balmeo reviewed construction progress photos for the San Gabriel Trench project. Charles Tsang reviewed construction progress photos for the Nogales Street project.

Member Antonovich arrived.

10. **Hearing of Resolution of Necessity No. 13-02, Property owner Rusabh Bhakta** – Mr. Murphy reviewed the process for the hearing. He indicated the hearing would provide staff an opportunity to present the necessity for acquisition of certain rights. The Board would be asked to adopt three findings – 1. Determine that the public interest, convenience and necessity require the acquisition of certain property for public purposes; 2. Review the evidence presented including public comments during hearing and 3. Adopt the Resolution authorizing commencement of eminent domain. He reminded the Board that the adoption required a 2/3rds affirmative vote of the Board and that with the adoption negotiations could continue. Mark Mendoza, Paragon Partners

presented the artist renderings of the project which showed the two partial fee interests necessary for the loop connector roadway for the Puente Avenue/Workman Mill Road grade separation project. He indicated the property was currently owned by Rusabh Bhakta and operates as a motel with 47 units. He reviewed the two partial fee interests, one at 57 square feet and one of 216 square feet. He indicated an offer was presented to Mr. Bhakta in February however an executed settlement agreement has not been received.

The hearing was opened. Rusabh Bhakta addressed the Board and indicated his concerns were not with the project but with the purchase of the surrounding businesses, leaving his motel one of the few operating businesses in the area for the two year duration of construction. Member Antonovich asked staff if ACE had a compensation program for businesses affected by construction. Mr. Christoffels indicated ACE works has a business support program to help mitigate impacts of construction. Member Quintero asked Mr. Bhakta if he had disagreement with the offer presented and Mr. Bhakta indicated he did not nor did he have a problem with the project itself. There were no other public comments. The hearing was closed.

A motion was made by member Quintero and seconded by Member Rodriguez to approve Resolution No. 13-02 finding and determining that the public interest, convenience and necessity require the acquisition of certain property for public purposes; authorizing the commencement of eminent domain proceedings so as to acquire two (2) partial fee interests for roadway purposes described in the staff report.

Ayes: Antonovich, Costanzo, Hadjinian, Messina, Quintero, Rodriguez, Spohn.  
Nayes: None Absent: Eaton (non-voting)

11. **Approval of Advance Acquisition of 4833 & 4845 Durfee Avenue in the City of Pico Rivera for the Durfee Avenue Grade Separation** – Mr. Christoffels indicated that the current design of the Durfee Avenue Grade Separation project would require three parcels located at 4833 and 48845 Durfee Avenue for the project. He indicated the property currently operating as a garage door sales business has been sold to Anne Chui who planned to incorporate improvements necessary to operate a meat-processing facility. Mr. Christoffels indicated Ms. Chui anticipated opening her new business at this site by February 2014 and reminded the Board that this is approximately the same timeframe ACE expects NEPA clearance. He indicated it would be far less costly to purchase the property prior to Ms. Chui's tenant improvements and start up at this site. He indicated staff has requested advanced acquisition approval from both Caltrans and FHWA and staff's recommendation was based on approval from both agencies.

A motion was made to make an offer, negotiate and acquire three parcels owned by Anne Chui required for the Durfee Avenue grade separation project, estimated at \$1,029,000 for land and improvements and \$159,000 for fixtures and equipment in advance of Board approval of 35% designs and NEPA approval. The recommendation is contingent upon receipt of approval by Caltrans and FHWA for an Advance Acquisition of the parcels.

M/S/C/Quintero/Messina/Unanimous

12. **Approval of Contract Amendment for Property Acquisition Legal Services for Oliver Sandifer Murphy for the Nogales Street Grade Separation**

– Mr. Christoffels indicated when the budget was prepared for legal services for the acquisitions required for the Nogales project it was anticipated the budget was adequate to settle the outstanding acquisitions. However, the negotiations and level of effort required from the property acquisition legal team has exceeded what was budgeted. He indicated staff anticipated the additional \$130,000 would complete the acquisitions in order to meet current project schedules.

A motion was made to authorize the Chief Executive Officer to amend the contract with Oliver Sandifer Murphy for property acquisition legal services for the Nogales Street grade separation project in an amount not to exceed \$130,000 for a total contract authorization of \$2,314,892.

M/S/C/Quintero/Costanzo/Unanimous

13. **Approval of Contract Amendment for Design Services with Biggs Cardosa Associates Inc. for the Fullerton Road Grade Separation Project**

– Mr. Christoffels reminded the Board that at certain milestones project approvals are brought before the Board. The project design at 35% was a milestone, however also at 35% ACE conducts a value assessment with outside professionals to examine the project designs for potential cost savings. The results from the value analysis indicated a change in grade at Fullerton would result in elimination of previously planned property acquisitions and a significant cost savings. He indicated in order to revise the plans to implement the changes within the preliminary design the Biggs Cardosa contract required an amendment adding \$280,000.

A motion was made to authorize the Chief Executive Officer to amend the contract with Biggs Cardosa Associates Inc. to add \$280,000 for additional design and engineering services to modify the preliminary design in accordance with recommendation from the value analysis session.

M/S/C/Spohn/Antonovich/Unanimous

14. **Approval Adoption of Resolution to ICMA 547 Retirement Plan to Allow Employees to Borrow** – Mr. Christoffels indicated the amendment to the ACE employee 457 retirement plan was being recommended at the request of the employees and would have no effect on the agency. All costs associated with the adoption of the resolution would result in loan fees to be recovered from the borrower. He indicated implementation would allow employees to borrow up to 50% of the balance of their account with ICMA.

A motion was made to adopt the Resolution with ICMA for the ACE Employee's 547 Retirement Plan to allow the employees to borrow.  
M/S/C/Quintero/Costanzo/Unanimous

15. **Approval of Revised Employee Policies** – Mr. Christoffels indicated the original ACE employee policies were developed in 1999 and have been reviewed and revised over the years to incorporate various legal requirements. The newly revised policies were reviewed by legal counsel and updated accordingly. He indicated the new policies establish a procedure for grievance as well as the ability to earn an additional week of vacation after ten years of service. He indicated after adoption each employee would receive a copy of the policies and be required to sign an acknowledgement of receipt.

A motion was made to adopt the revised employee policies.  
M/S/C/Quintero/Antonovich/Unanimous

16. **Closed Session** – Mr. Murphy announced the Board would adjourn to closed session in accordance with Government Code Section 54956.8 to discuss real property negotiations for the property at Union Pacific Milepost 489.5 through 491.8 in San Gabriel. After the Board returned to open session Mr. Murphy indicated there was no reportable action taken by the Board.
17. **Adjournment** – The meeting was adjourned at 3:10PM. The next Regular meeting of the Board will be held September 23, 2013.



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MEMO TO: ACE Construction Authority Board Members & Alternates

FROM: Mark Christoffels  
Chief Executive Officer

DATE: September 23, 2013

SUBJECT: CEO Report

The following are items of note since the last meeting:

**Chapman Millrace Dedication Ceremony** – Board members and alternates are reminded to join us for a dedication ceremony at 10 a.m. on Tuesday, September 24 to commemorate the relocation to Plaza Park, adjacent to the San Gabriel Mission, of a section of the historic Chapman’s Millrace. The millrace was uncovered during archaeological excavation for the San Gabriel Trench project and was relocated to allow mass excavation of the railroad right-of-way in front of the Mission.

**Asian Media Briefing** – Following recent collisions at Nogales Street and a pedestrian struck and killed by a Metrolink train at Hamilton Avenue in Pomona, ACE scheduled a project update briefing for Asian media outlets in the San Gabriel Valley on September 16. Scheduled to join us at the event are Congresswoman Judy Chu, State Senator Carol Liu, State Senator Bob Huff, Assemblyman Ed Chau and local officials. I will give an oral update at your meeting.

**SGVCOG Transportation Working Group** – I chaired the second meeting of the SGVCOG Transportation Working Group earlier this month. The Working Group is tasked with developing a comprehensive list of SGVCOG transportation priority projects in order to better prepare our region and its projects for potential future funding opportunities. Los Angeles County Metro has agreed to fund a San Gabriel Valley study to help evaluate transportation projects.

**Contracting** – Our Administrative Code delegates to the CEO the authority to approve new contracts or change orders for Board-approved contracts within certain limits, with a requirement that I report to the Board any such contract action. The following changes have occurred:

Consultant/Vendor	Reason for Change	Change Amount	Total Contract Value
Griffith Company	Change Order No. 1 – Deferral of Milestones 1 and 2 completion dates for Nogales grade separation project. No cost increase.	\$0.00	\$47,365,888

SWCA Environmental Consultants	Extend completion date to December 31, 2012 for Task Order No. 1 for San Gabriel Trench project. No cost increase.	\$0.00	\$5,081,732
Interior Demolition, Inc.	Additional demolition services for Puente Ave. grade separation project	\$1,500	\$424,612
J.L. Patterson & Associates, Inc.	Additional railroad engineering services for Baldwin Ave. grade separation project	\$3,850	\$1,962,459
Moffatt & Nichol	Additional design services for Puente Ave. grade separation project	\$5,420	\$5,818,347
CH2MHill	Additional design services for Fairway Dr. grade separation project, including betterment for City of Industry	\$216,085	\$6,188,048
Sully Miller Contracting Co.	Change Order No. 1 - additional work, including a credit for the Storm Drain Connection at Eunice Ave. for Baldwin Ave. grade separation project.	(\$25,936.25)	\$21,271,559

**Community Outreach Update** – Staff conducted the following project outreach activities:

- Distributed construction alert notices regarding major excavation and hauling operations as well as storm drain installation for the Baldwin Avenue project;
- Distributed construction alert notices regarding the closure of the Del Mar Avenue railroad crossing for four weeks for storm drain installation for the San Gabriel Trench project;
- Conducted ongoing community outreach and support activities for the San Gabriel Trench, Baldwin Avenue, and Nogales Street grade separation projects.



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MEMO TO: ACE Construction Authority Members & Alternates

FROM: Mark Christoffels  
Chief Executive Officer

DATE: September 23, 2013

SUBJECT: Approval of Baseline Agreement for the Puente Avenue Grade Separation Project

**RECOMMENDATION:** Staff recommends approval of a project baseline agreement, as described below, for the Puente Avenue Grade Separation Project for submission to the California Transportation Commission (CTC) in accordance with Trade Corridor Improvement Funds (TCIF) program guidelines.

**BACKGROUND:** The CTC on August 6, 2013 approved a 12-month extension of TCIF program deadlines, to June 2014 for fund allocation (project ready to list) and to December 2014 for contract award. Staff was confident the Puente Avenue project could meet those deadlines and submitted an application seeking the programming of \$48 million in TCIF for project construction which was approved by the CTC at the August meeting. Prior to receiving a fund allocation, TCIF guidelines require nominating agencies to affirm by board action certain elements of their funding application through what is called a project baseline agreement. Those elements are:

- Project scope
- Expected benefits
- Delivery schedule
- Project budget
- Funding plan

The above features are addressed in the attached Project Programming Request form.

**SCHEDULE:** The pre-construction delivery schedule reflects some activities which have already taken place. Construction contract award will occur prior to December 2014.

**BUDGET:** The project budget forecast for the Puente project is \$98.106 million.

**FUNDING:** Fund sources are listed on the programming form and MTA Prop C and Measure R funds, sufficient to constitute the 1:1 project match as required by the TCIF program guidelines. The use of TCIF is restricted to the construction phase.

Staff requests Board approval to execute the project baseline agreement as described above. Subsequent to ACE approval, the agreement will be sent to Los Angeles County Metro, Caltrans and the CTC for execution.

Attachment

# TRADE CORRIDOR IMPROVEMENT FUND PROJECT BASELINE AGREEMENT

## 1. PARTIES AND DATE

- 1.1 This Project Baseline Agreement (Agreement) for the Puente Avenue Grade Separation Project, effective on \_\_\_\_\_, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the Alameda Corridor-East Construction Authority (Project Sponsor), sometimes collectively referred to as the “Parties”.

## 2. RECITAL

- 2.1 Whereas at its August 6, 2013 Meeting the California Transportation Commission amended the Trade Corridor Improvement Fund and included in this program of projects the Puente Avenue Grade Separation Project, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A, the Project Study Report/Project Study Report Equivalent attached hereto as Exhibit B, and the Project Benefits Form as attached hereto as Exhibit C, as the baseline for project monitoring by the California Transportation Commission and its Project Delivery Council. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

## 3. GENERAL PROVISIONS

The Project Sponsor and Caltrans agree to abide by the following provisions:

- 3.1 To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and to Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).
- 3.2 To adhere to the provisions of the California Transportation Commission Resolution TCIF-P-0708-01, “Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF),” dated April 10, 2008.
- 3.3 To adhere to the California Transportation Commission’s Trade Corridor Improvement Fund Guidelines.
- 3.4 To adhere to the California Transportation Commission’s Accountability Implementation Plan and policies, and program and baseline amendment processes.
- 3.5 The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this agreement requires an amendment.

- 3.6** To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost, and schedule.
- 3.7** To report to the California Transportation Commission on the progress, on a quarterly basis, and outcomes, at the end of the environmental phase, of the environmental process with regard to air quality impacts due to emissions from diesel or other particulates and related mitigation strategies. Whereas the Bond Act mandates that the Commission shall allocate TCIF for trade infrastructure improvements in a manner that places emphasis on projects that improve trade corridor mobility while reducing emissions of diesel particulate and other pollutant emissions, the Department of Transportation, the Sponsoring Agency, and the Corridor Coalition understand and agree that the California Transportation Commission will only allocate TCIF to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned to the implementation of mitigation measures, the sponsoring agency must commit, in writing, to the implementation of those mitigation measures.
- 3.8** To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 3.9** The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

#### **4. SPECIFIC PROVISIONS AND CONDITIONS**

##### **4.1 Project Schedule and Cost**

See Project Programming Request Form, attached as Exhibit A.

##### **4.2 Project Scope**

See Project Study Report/Project Study Report Equivalent, attached as Exhibit B.

##### **4.3 Project Benefits**

See Project Benefits Form, attached as Exhibit C.

##### **4.4 Other Project Specific Provisions and Conditions**

**SIGNATURE PAGE  
TO  
TRADE CORRIDOR IMPROVEMENT FUND  
PROJECT BASELINE AGREEMENT**

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**Mark Christoffels** **Date**  
**Chief Executive Officer**  
**Alameda Corridor-East Construction Authority**

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**Art Leahy** **Date**  
**Chief Executive Officer**  
**Los Angeles County Metropolitan Transportation  
Authority**

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**Malcolm Dougherty** **Date**  
**Director**  
**California Department of Transportation**

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**Andre Boutros** **Date**  
**Executive Director**  
**California Transportation Commission**



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MEMO TO: ACE Construction Authority Board Members and Alternates

FROM: Mark Christoffels  
Chief Executive Officer

DATE: September 23, 2013

SUBJECT: Approval of Construction, Operation, and Maintenance Agreement with Union Pacific Railroad for the Puente Avenue Grade Separation Project

**RECOMMENDATION:** Authorize the CEO to execute a Construction, Operation, and Maintenance Agreement with Union Pacific Railroad for the Puente Avenue Grade Separation Project.

**BACKGROUND:** In 2001 ACE entered into a master agreement with the Union Pacific Railroad (UPRR) for the design, construction, operation and maintenance of project underpasses. That agreement specifies general terms for designing and constructing these projects, and requires that ACE, UPRR, and any local agency having jurisdiction of the grade crossing to enter into a specific Construction, Operation, and Maintenance (COM) Agreement prior to initiating construction.

Final plans for the Puente Avenue Grade Separation project are complete and a draft COM agreement has been reviewed by UPRR. The agreement specifies that ACE will bid, award and construct the grade separation project in accordance with the approved plans. UPRR will accept ownership of all track improvements and the deck portion of the bridge structure. The City of Industry will accept ownership of the bridge abutments and the roadway underpass, as well as accept responsibility for graffiti removal. The agreement also specifies that UPRR shall contribute approximately \$2.2 million as their pro-rata share of the project's costs. This agreement is similar to the agreements utilized for the other grade separation projects constructed by ACE as underpasses, and staff is recommending approval.

It should be noted that the City of Industry is pursuing the potential to re-locate a proposed bridge structure accommodating Los Angeles County Sanitation District (LACSD) facilities from just north of UPRR's right of way, southerly to a location within UPRR's right of way. Should this proposal be accepted by the LACSD, the City of Industry will apply directly to UPRR for a license agreement regarding this matter, and ACE will modify the proposed plans to accommodate this relocation either prior to bidding out the project, or as an addendum during the bidding process. This action will not require that the attached COM agreement be amended.

**PUENTE AVENUE UNDERPASS  
CONSTRUCTION, OPERATION AND MAINTENANCE  
STANDARD FORM AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, is by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, hereinafter termed the "**UNION PACIFIC**", the **ALAMEDA CORRIDOR – EAST CONSTRUCTION AUTHORITY OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**, a joint powers authority of the State of California, hereinafter termed "**ACE**", the **CITY OF INDUSTRY**, a political subdivision of the State of California, hereinafter be referred collectively as "**LOCAL AGENCIES**"

**R E C I T A L S**

**UNION PACIFIC** is a railroad corporation operating through and local freight train movements over its Los Angeles Subdivision and Alhambra Subdivision main lines in the San Gabriel Valley area of Los Angeles County. **ACE** was created to design and build the Alameda Corridor - East Project (the "Project"), which includes elimination of at-grade street, road and highway crossings of **UNION PACIFIC's** main lines in the valley through construction of underpasses. The **LOCAL AGENCIES** has primary responsibility for and jurisdiction over Puente Avenue, which presently has an at-grade crossing of one of the **UNION PACIFIC** main lines identified by the California Public Utilities Commission ("CPUC") by Crossing No. 001 – 498.20 and DOT No.



# **AGREEMENT**

## ARTICLE 1. UNION PACIFIC GRANTS RIGHT:

1.01 Grant of right to construct and maintain Underpass. In consideration of **ACE's, and LOCAL AGENCIES'** agreement to perform and abide by the covenants, terms and conditions of this Agreement, including Exhibits A, A-1, B B-1, C, which are attached hereto and hereby made a part thereof, **UNION PACIFIC** hereby grants to **ACE**, and to the **LOCAL AGENCIES** to the extent necessary, the right to construct, and to the **LOCAL AGENCIES** and **ACE**, the right to maintain, repair, rehabilitate and replace the Puente Avenue Underpass shown in Exhibit "A" on and within the property or properties shown in Exhibit "A-1" and described in Exhibit "A-2".`

1.02 Grant of Right-of-Way. **UNION PACIFIC**, by separate indenture, agrees to grant to the **LOCAL AGENCIES**, an easement for permanent and temporary rights, as described in Exhibits "A-1" and "A-2", to construct, maintain, repair, rehabilitate and replace the underpass shown in Exhibit "A". This agreement must be fully executed between Union Pacific and the Local Agencies prior to construction of the underpass.

1.03 Interpretation of Exhibit "B": The term "Political Body" as used in Exhibit "B" shall be construed to mean both **ACE** and the **LOCAL AGENCIES**, collectively, except as the one is distinguished from the other within the present agreement. If there is a conflict between terms of the present agreement and Exhibit "B", the present agreement shall take precedence.

## ARTICLE 2. CONSTRUCTION - WORK TO BE PERFORMED BY UNION PACIFIC

2.01 Work to be performed by **UNION PACIFIC**: **UNION PACIFIC** shall perform the railroad work to the extent identified on Exhibit “A” or described in Exhibits “C” and “C-1”. **UNION PACIFIC** shall make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging and other protective services and devices, which in **UNION PACIFIC’s** judgment may be or may become necessary or expedient because of the project. Such work shall include, without limitation: (1) construction and lineover of track connections to two **ACE**-constructed shoofly tracks, ballast and track hardware for the track connections and all appurtenances thereto; (2) rearrangement, removal of automatic grade crossing warning devices; train detection constant warning time devices and track circuits, and any railroad related signal and railroad communications facilities, ((3) construction of two new tracks including ballast on new underpass structure, and (4) lineover of train operations back to the main and siding tracks as shown in greater detail in Exhibit “A” and on final plans submitted by **ACE** and approved by **UNION PACIFIC**. The estimated costs of **UNION PACIFIC’s** work are shown in Exhibit “C” and said costs have been estimated using and will be billed in accordance with all applicable Federal regulatory requirements.

2.02 Railroad’s Contribution to Underpass Project Costs:

The Railroad Contribution of 5% of project costs shown in Exhibit C-1 to this Agreement shall constitute Railroad’s contribution pursuant to applicable law towards final Underpass Project Costs, including Underpass Project construction costs.

Without limiting any rights of Railroad or **ACE** set out in other agreements associated with the Underpass Project, including Sections 4.01 and 6.02 of the Agreement, **ACE**, to the maximum extent permitted

by applicable law, hereby expressly releases, remises and discharges forever Railroad, its officers, employees, and agents, from any and all Losses which may have been or in the future may be incurred or suffered by **ACE**, or its property, relating to or otherwise resulting from any demand on Railroad by **ACE** or by any governmental agency with respect to any obligation of Railroad with reference to California statutes, regulations or rules applicable to allocation of costs incurred by **ACE** for the Underpass Project. As used in this section, "Losses" means liabilities, losses, causes of action, penalties, demands, detriments, claims, damages, costs and judgments and all expenses incurred in connection therewith (including reasonable attorneys' fees, costs and expenses).

**ACE**, after having read and been advised by legal counsel regarding the provisions of California Civil Code Section 1542 and in any and all similar statutes, rules and regulations and any other statute of the United States, hereby agrees, represents and warrants that the matter released in this Section 2.02 are not limited to the matters which are known or disclosed. California Civil Code Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING A RELEASE WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

**ACE** hereby agrees, represents and warrants that it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and further agrees, represents and warrants that the releases contained in this Section 2.02 have been negotiated and agreed upon in light of that realization and that it nevertheless hereby intends to release and discharge Railroad

from any such causes of action, claims, demands, controversies, damages, costs, losses and expenses.

### ARTICLE 3. CONSTRUCTION - WORK TO BE PERFORMED BY ACE

3.01 Work to be performed by ACE: **ACE** shall do all necessary grading and excavation for the Underpass, to construct the structure, to place fill and sub-ballast suitable for shoofly and permanent track construction, to construct and remove the track shoofly as shown on Exhibit "A" and as further described in the approved plans and specifications;, except for the work **UNION PACIFIC** herein agrees to do as shown in Section 2.01 above, as shown on Exhibit "A" or described on Exhibit "C". The estimated costs of **ACE's** work subject to Federal and State of California railroad cost-sharing requirements are shown in Exhibit "C-1".

3.01(a) **ACE** built shoofly tracks: **ACE** will advertise, bid and award a general construction contract that includes provisions for construction of shoofly tracks by a qualified railroad subcontractor. The railroad subcontractor will procure rail, ties, ballast and other track hardware from **UNION PACIFIC** approved vendors meeting all **UNION PACIFIC** engineering requirements and arrange for its transportation to and secure storage at the project site. Final preparation of sub-ballast, laying of ballast, on-site welding of rail and assembly of track, and temping and final surfacing of track shall be performed by **ACE** to **UNION PACIFIC's** satisfaction. **ACE** will have on its construction management team qualified inspectors with experience in construction of **UNION PACIFIC** railroad facilities. **ACE** will pay for **UNION PACIFIC** to maintain the shoofly for the sixteen month period. The limits of **ACE's** work will be to active main and siding track clear points. During operation of trains over the shooflies **UNION PACIFIC** shall be their Federal Railroad Administration designated track owner. After lineover of train operations

back to mainline tracks built over the Underpass bridge, **ACE** will remove shoofly rail, ties and all track material and ballast from **UNION PACIFIC** property and arrange for their proper disposal or salvage. **ACE's** contractor shall use in-track welders to weld jointed rail if rail provided is not continuous welded rail (CWR).

(b) If **ACE** or it's contractor needs to bring any borrow material onto the job site to accomplish such grading and embankment work, the borrow material shall be first tested by **ACE** or it's contractor, at **ACE's** sole expense, to determine if the borrow material is acceptable to **UNION PACIFIC** including, without limitation, ensuring (1) that the borrow material meets specifications and standards provided by **UNION PACIFIC** to **ACE** and (2) that the borrow material does not contain any contamination or naturally occurring radiologic material or any other material deemed under any applicable current federal, state or local agency law, statute, rule or regulation to be of environmental concern.

3.02 If work is to be performed by contractor: **ACE** shall require any and all of **ACE's** prime contractors to complete, submit and have executed a **UNION PACIFIC** right-of-entry agreement as shown in Exhibit B-1, prior to prime contractor's entry on to **UNION PACIFIC** property. **ACE** will require its prime contractors to maintain an active and valid right-of-entry permit throughout the entire period of the prime contractors' activity on or occupancy of **UNION PACIFIC** right-of-way.

3.03 Insurance: To the extent insurance as required by **UNION PACIFIC** as described in Exhibit "B-1" is not already provided for by other existing and active **ACE - UNION PACIFIC** agreement or agreements, **ACE** and **ACE's** contractors will provide and maintain the validity of certificates of insurance issued by their insurance carriers providing the insurance coverage required pursuant to Exhibit "B-1".

The certificates of insurance shall indicate that the insurance policies contain endorsements specifically naming **Union Pacific Railroad Company** and the National Railroad Passenger Corporation as additionally-insured entities with respect to all liabilities arising out of Insured's performance of the work required for construction of the Underpass.

ARTICLE 4. OPERATION AND MAINTENANCE OF THE UNDERPASS:

4.01 By **UNION PACIFIC**: **UNION PACIFIC** shall operate and maintain the track structure, ballast roadbed, railroad drainage and waterproofing upon the Underpass superstructures and the Underpass superstructures above bridge seats at its sole cost; with the exceptions that any Underpass roadway illumination and electrical appurtenances, or aesthetic or cosmetic design elements or painting added to superstructure soffits or facades, will be maintained by **ACE** or the **LOCAL AGENCIES** having jurisdiction for the road, street, or highway concerned.

4.02 By **ACE** and **LOCAL AGENCIES**: **ACE** shall operate and maintain the Underpass substructure below bridge seats, abutments, column bents, roadway, sidewalks, roadway drainage system, roadway lighting and landscaping, and any superstructure soffit or façade cosmetic elements, at its sole expense, until such time as the **LOCAL AGENCIES** accepts ownership, operational and maintenance responsibilities as provided for in the **ACE – LOCAL AGENCIES** agreement. **ACE** will notify **UNION PACIFIC** when **ACE** relinquishes to the **LOCAL AGENCIES** these operational and maintenance responsibilities.

4.03 Major Maintenance: For maintenance or other activities by **LOCAL AGENCIES** of its portion of the Underpass which could affect on-track operations by **UNION PACIFIC** or otherwise affect the railroad operating

environment, as further described in Exhibit “B”, **LOCAL AGENCIES** will first notify **UNION PACIFIC** in advance of the proposed activity and obtain railroad flagging, inspection and other protective services as deemed necessary by **UNION PACIFIC**.

4.04 Graffiti Removal: Notwithstanding the provisions of this Section 4 or of Exhibit “B” attached hereto, the parties specifically agree that graffiti removal from or overpainting of all component surfaces of the overall project, and including without limitation the Underpass substructure and superstructure (above and below the bridge seats), shall be the responsibility of **ACE** and or the **LOCAL AGENCIES** in their sole and exclusive discretion, and **UNION PACIFIC** shall have no obligations whatsoever with regard to graffiti removal. Before entering upon the track area of the Underpass superstructure to perform graffiti removal or overpainting, **ACE** and/or the **LOCAL AGENCIES** shall notify **UNION PACIFIC** sufficiently in advance and **UNION PACIFIC** shall provide a flagger at **UNION PACIFIC’s** sole expense as reasonably required for the safety of workers and trains.

#### ARTICLE 6. MUTUAL INDEMNIFICATION AND HOLD HARMLESS CLAUSE

6.01. By ACE: Neither **UNION PACIFIC** nor the **LOCAL AGENCIES**, and any of their Board members, elected officials, shareholders, officers, employees, agents, or contractors shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **ACE** under or in connection with any work, authority or jurisdiction delegated to **ACE** under this agreement. The parties understand and agree that **ACE** and the San Gabriel Valley Council of Governments, (the SGVCOG), shall fully indemnify, defend and hold **UNION PACIFIC** and the **LOCAL AGENCIES**, their Board members, elected officials, shareholders,

officers, employees, agents, and contractors harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of SGVCOG, **ACE**, their Boards, officers, employees, agents, contractors, or volunteers under or in connection with any work, authority or jurisdiction delegated to **ACE** under this agreement. This indemnity shall survive termination of this agreement.

6.02 By **UNION PACIFIC**: Neither SGVCOG, nor **ACE**, nor the **LOCAL AGENCIES**, their Board members, elected officials, officers, employees, agents, contractors, or volunteers shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **UNION PACIFIC** under or in connection with any work, authority or jurisdiction delegated to **UNION PACIFIC** under this agreement. The parties understand and agree that **UNION PACIFIC** shall fully indemnify, defend and hold SGVCOG, **ACE** and the **LOCAL AGENCIES**, their Board members, elected officials, officers, employees, agents, contractors, and volunteers harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of **UNION PACIFIC**, its Board, shareholders, officers, employees, agents, and contractors under or in connection with any work, authority or jurisdiction delegated to **UNION PACIFIC** under this agreement. This indemnity shall survive termination of this agreement.

6.03. By **LOCAL AGENCIES**: Neither **UNION PACIFIC** nor the SGVCOG, **ACE**, and any of their Board members, elected officials, shareholders,

officers, employees, agents, or contractors shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the **LOCAL AGENCIES** under or in connection with any work, authority or jurisdiction delegated to the **LOCAL AGENCIES** under this agreement. The parties understand and agree that the **LOCAL AGENCIES** shall fully indemnify, defend and hold **UNION PACIFIC**, the SGVCOG, and **ACE**, their Board members, elected officials, shareholders, officers, employees, agents, and contractors harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the **LOCAL AGENCIES**, its elected officials, officers, employees, agents, contractors, or volunteers under or in connection with any work, authority or jurisdiction delegated to the **LOCAL AGENCIES** under this agreement. This indemnity shall survive termination of this agreement.

#### ARTICLE 7. TERM

7.01 This Agreement shall become effective as the date herein first written, and shall continue in full force and effect until terminated by mutual consent by the parties.

#### ARTICLE 8. SUCCESSORS AND ASSIGNS

8.01. The covenants and provisions of the foregoing instrument shall be binding upon and inure to the benefit of the successors and assigns of **UNION PACIFIC**, **ACE** and the **LOCAL AGENCIES**.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement the day and year first above written.

**CITY OF INDUSTRY**

**UNION PACIFIC  
RAILROAD  
COMPANY**

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

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

Its \_\_\_\_\_

Its \_\_\_\_\_

**ALAMEDA CORRIDOR - EAST CONSTRUCTION AUTHORITY**

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

Its \_\_\_\_\_

**LIST OF EXHIBITS TO BE ATTACHED TO  
PUENTE AVENUE UNDERPASS STANDARD  
FORM AGREEMENT**

Exhibit A: 11" x 17" plan sheets prepared by **ACE** showing a general plan view, elevation view or views, typical superstructure cross-section and roadway cross-section or cross-sections, and roadway profile grade lines with their spatial relationship to the bridge superstructure.

Exhibit A-1: Sheets showing right-of-way owned by or under the control of **UNION PACIFIC** needed for construction of the underpass. One sheet shows temporary use of **UNION PACIFIC** right-of-way for construction purposes is needed that will not become part of the permanent underpass encroachment. The second sheet shows the permanent encroachments required for the Underpass Project.

Exhibit A-2: Legal descriptions of **UNION PACIFIC** right-of-way shown in Exhibit A-1 required for the permanent encroachment of the Underpass Project. Four 8½" x 11" sheets.

Exhibits B: **UNION PACIFIC** "Public Highway Crossing" and "Right-of-Entry Form/Insurance and B-1 Requirements" standard exhibits identified by header "\_\_\_\_\_" and numbered by footer "\_\_\_\_\_".

Exhibit C: **UNION PACIFIC's** estimate of its force account, material and equipment costs for construction of the underpass.

Exhibit C-1: **ACE's** estimate of those portions of the underpass project subject to railroad cost participation requirements under applicable Federal and California state statutes. These portions include preliminary engineering, right-of-way acquisition and construction for an underpass structure and roadway approaches required to transition up to existing road profiles, for the number of lanes on the existing road and in accordance with current State of California design standards.



## Alameda Corridor-East Construction Authority

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4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 [www.theaceproject.org](http://www.theaceproject.org)

MEMO TO: ACE Construction Authority Board Members and Alternates

FROM: Mark Christoffels  
Chief Executive Officer

DATE: September 23, 2013

SUBJECT: ACE Environmental Mitigation Monitoring Program

**RECOMMENDATION:** Receive and file a presentation on ACE's Environmental Mitigation Monitoring Program.

**BACKGROUND:** All of ACE's projects must obtain environmental clearance as defined under the California Environmental Quality Act (CEQA) before being allowed to proceed with construction. In the case where federal funding is being used, ACE must also comply with the National Environmental Protection Act (NEPA). CEQA and NEPA require that the agency evaluate all of the potential environmental impacts, both temporary and permanent, and identify any ways to mitigate these impacts. These could include temporary air quality impacts due to construction dust, temporary traffic impacts due to lane and road closures, and storm water control to prevent construction material from polluting local rivers. When a CEQA or NEPA document is approved, along with the preferred project being identified, a set of mitigation measures are also adopted. In addition, a Mitigation Monitoring Program is created that identifies the required mitigation action, who is responsible to implement the activity, when it needs to occur, and finally verification that it was done.

When ACE awards a construction contract, it concurrently engages one of its on-call firms to begin monitoring the compliance with the adopted Mitigation Monitoring Program and to produce quarterly reports on compliance. Attached to this report are samples of this compliance reporting. It is important for ACE to insure that these mitigations are being complied with and that our agreement to the community to implement these measures to mitigate the identified impacts of the construction of our projects is being adhered to. These reports are produced and are presented to the ACE Board along with ACE's quarterly status reports.

**CONSTRUCTION MITIGATION MEASURE MATRIX**  
**ALAMEDA CORRIDOR-EAST MITIGATION MONITORING PROGRAM REPORT**  
 Quarterly Report (April 1, 2013 – June 30, 2013)  
**SAN GABRIEL TRENCH GRADE SEPARATION PROJECT**

Checklist Item No.	Mitigation Measure	Mitigation Complete	
		Yes	No
	<b>Air Quality</b>		
1	Use low sulfur fuel in construction equipment	<input checked="" type="checkbox"/>	
2	Dust control plan is available from RE. Compliance with Caltrans' Standard Specifications Sections 7-10F and 10	<input checked="" type="checkbox"/> Walsh Approved April 23, 2013	
3	Minimize Dust by Watering (Rule 403)	<input checked="" type="checkbox"/>	
4	Cover Haul Trucks and Operate less than 15 MPH	<input checked="" type="checkbox"/>	
5	Suspend construction operations in unpaved areas when winds more than 25 MPH	<input checked="" type="checkbox"/>	
6	Ballast wetted as it is unloaded from haul trucks	<input checked="" type="checkbox"/>	
7	Asphalt paving materials comply with SCAQMD Rule 453 regarding compliant paving material	<input checked="" type="checkbox"/>	
	<b>Archaeo &amp; Paleo Monitoring</b>		
8	Archaeological Monitor in attendance at initial clearing and grading activities	<input checked="" type="checkbox"/>	
9	Conduct Paleontological spot checking for excavations up to 4 feet in depth to ensure sensitive sediments are not being impacted. Conduct monitoring where excavation exceeds 4 feet below ground surface. Monitoring requirements may be adjusted based upon the confirmed depth of sensitive sediments at the site	<input checked="" type="checkbox"/>	
	<b>Noise &amp; Vibration</b>		
10	Noise Plan is available from RE. The plan includes noise monitoring to demonstrate compliance with noise limits specified in the MMRP	<input checked="" type="checkbox"/> ABE Construction Services Approved November 26, 2012	
11	Avoid construction processes that generate high vibration levels within 76.5 meters (250 ft) of any residence	<input checked="" type="checkbox"/>	
12	Vibration intensive construction activities (such as pile driving) limited to weekdays during daytime hours	N/A in this phase of construction	

**CONSTRUCTION MITIGATION MEASURE MATRIX**  
**ALAMEDA CORRIDOR-EAST MITIGATION MONITORING PROGRAM REPORT**  
 Quarterly Report (April 1, 2013 – June 30, 2013)  
**SAN GABRIEL TRENCH GRADE SEPARATION PROJECT**

Checklist Item No.	Mitigation Measure	Mitigation Complete	
		Yes	No
13	Use effective noise mufflers on equipment	<input checked="" type="checkbox"/>	
14	Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>	
15	Temporary noise barriers used to reduce construction noise at sensitive land uses per the MMRP	N/A in this phase of construction	
16	Vibration monitoring performed during vibration-intensive activities	N/A in this phase of construction	
	<b>Water Quality &amp; Erosion</b>		
17	No detrimental discharge into drainages and bodies of water	<input checked="" type="checkbox"/>	
18	A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	<input checked="" type="checkbox"/> David Sluga December 2012 – Approved 12/17/12	
19	BMPs used to minimize erosion		
20	Retaining walls constructed for long-term slope stabilization	N/A in this phase of construction	
21	Erosion prevention planting used in conjunction with a geofabric, where feasible	N/A in this phase of construction	
	<b>Hazardous Materials/Wastes</b>		
22	Construction materials that may adversely affect groundwater stored away from excavation and in a contained area (protected by a berm)	<input checked="" type="checkbox"/>	
23	Construction equipment and materials checked daily for leaks and repaired immediately	<input checked="" type="checkbox"/>	
24	Hazardous waste (including dewatering waste water, aerially deposited lead, etc.) disposed of in accordance with federal, state, and local regulations	<input checked="" type="checkbox"/>	
	<b>General Construction Conditions</b>		
25	On-site construction manager available at all times	<input checked="" type="checkbox"/>	
26	Emergency Response Plan available from RE	<input checked="" type="checkbox"/> Walsh Approved 10/26/12	
27	Minimize interruption to utility services	<input checked="" type="checkbox"/>	
28	Mobile and stationary equipment maintained in proper working order	<input checked="" type="checkbox"/>	

**CONSTRUCTION MITIGATION MEASURE MATRIX**  
**ALAMEDA CORRIDOR-EAST MITIGATION MONITORING PROGRAM REPORT**  
 Quarterly Report (April 1, 2013 – June 30, 2013)  
**SAN GABRIEL TRENCH GRADE SEPARATION PROJECT**

Checklist Item No.	Mitigation Measure	Mitigation Complete	
		Yes	No
29	Non-potable water used for construction activities, when feasible		<input checked="" type="checkbox"/> Non-potable water is not available nearby
	<b>Traffic</b>		
30	Construction coordinated with other major public or private construction projects within a one-mile radius and construction contracts scheduled to avoid overlapping major activities	<input checked="" type="checkbox"/>	
31	Haul Route Plan is available from RE. Haul routes should minimize intrusion to residential areas	<input checked="" type="checkbox"/> Haul routes on plan sheets 257 to 264	
32	Bridge construction that requires street closure scheduled so only one crossing in an area is affected at one time	<input checked="" type="checkbox"/>	
33	Local residents and businesses notified in advance of proposed construction activity	<input checked="" type="checkbox"/>	
34	Advance notice of proposed transit reroutes and any other changes in stops and service made	<input checked="" type="checkbox"/> Met with LA Metro May 14, 2013	
35	Traffic handling plans approved by the City of San Gabriel and the City of Alhambra	<input checked="" type="checkbox"/>	
36	Coordinate with City of San Gabriel and the City of Alhambra to provide advance notice of proposed traffic detours and their duration provided to the public	<input checked="" type="checkbox"/>	

**PUBLIC CONTACTS QUARTERLY REPORT**  
 (April 1, 2013 – June 30, 2013)  
**SAN GABRIEL TRENCH GRADE SEPARATION PROJECT**

Date/Contact	Query	Resolution
5/3/13 Business Owner	Complaint regarding sound and request for sound wall on property.	Informed business owner that noise level was found to be in compliance with applicable limits.
5/20/13 Business Owner	Complaint regarding construction dust.	Contractor watered the street to minimize dust.
6/12/13 Business Owner	Complaint regarding construction equipment on roadway affecting line of sight for motorists and the need for detour signage.	Contractor relocated the construction equipment and detour signage was verified.

**CONSTRUCTION MITIGATION MEASURE MATRIX**  
**ALAMEDA CORRIDOR-EAST MITIGATION MONITORING PROGRAM REPORT**  
 Quarterly Report (April 1, 2013 – June 30, 2013)  
**BALDWIN AVENUE GRADE SEPARATION PROJECT**

Checklist Item No.	Mitigation Measure	Mitigation Complete	
		Yes	No
	<b>Air Quality</b>		
1	Use low sulfur fuel in construction equipment	<input checked="" type="checkbox"/>	
2	Minimize Dust by Watering (Rule 403)	<input checked="" type="checkbox"/>	
3	Cover Haul Trucks and Operate less than 15 MPH	<input checked="" type="checkbox"/>	
4	Suspend construction operations in unpaved areas when winds are more than 25 MPH	<input checked="" type="checkbox"/>	
5	Ballast wetted as it is unloaded from haul trucks	<input checked="" type="checkbox"/>	
6	Asphalt paving materials comply with SCAQMD Rule 453 regarding compliant paving material	<input checked="" type="checkbox"/>	
	<b>Archaeo &amp; Paleo Monitoring</b>		
7	Archaeological Monitor in attendance at clearing and grading activities	<input checked="" type="checkbox"/>	
8	Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/> Briefing conducted 3/6/13	
9	Conduct Paleontological Monitoring where excavation exceeds 1.5 meters (5 ft) below ground surface (may be reduced as warranted)	<input checked="" type="checkbox"/> Ongoing archaeo/paleo monitoring is being conducted on an as needed basis	
10	Plan in place for preservation and curation of significant paleontologic resources that may be discovered	<input checked="" type="checkbox"/> Archaeo/Paleo Resource Monitoring, Mitigation and Curation Plan, LSA, April 19, 2013	
	<b>Noise &amp; Vibration</b>		
11	Conduct construction in a manner that minimizes noise and maintains noise levels below City limits at noise sensitive land uses	<input checked="" type="checkbox"/>	
12	Avoid construction processes that generate high vibration levels within 76.5 meters (250 ft) of any residence	<input checked="" type="checkbox"/>	
13	Vibration intensive construction activities	<input checked="" type="checkbox"/>	

**CONSTRUCTION MITIGATION MEASURE MATRIX**  
**ALAMEDA CORRIDOR-EAST MITIGATION MONITORING PROGRAM REPORT**  
 Quarterly Report (April 1, 2013 – June 30, 2013)  
**BALDWIN AVENUE GRADE SEPARATION PROJECT**

Checklist Item No.	Mitigation Measure	Mitigation Complete	
		Yes	No
	(such as pile driving) limited to weekdays during daytime hours		
14	Use noise mufflers on equipment	<input checked="" type="checkbox"/>	
15	Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>	
16	Noise monitoring conducted to demonstrate construction noise levels are below specific limits at noise sensitive land uses	<input checked="" type="checkbox"/>	
17	Vibration monitoring performed during vibration-intensive activities	<input checked="" type="checkbox"/>	
	<b>Water Quality &amp; Erosion</b>		
18	No detrimental discharge into drainages and bodies of water	<input checked="" type="checkbox"/>	
19	A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	<input checked="" type="checkbox"/> 11/8/12 SWPPP Approved July 30, 2012	
20	Construction BMPs used to minimize erosion per SWPPP	<input checked="" type="checkbox"/>	
21	Retaining walls constructed for long-term slope stabilization	<input checked="" type="checkbox"/>	
22	Erosion prevention planting used in conjunction with a geofabric, where feasible	<input checked="" type="checkbox"/>	
	<b>Hazardous Materials/Wastes</b>		
23	Construction materials that may adversely affect groundwater stored away from excavation and in a contained area (protected by a berm)	<input checked="" type="checkbox"/>	
24	Construction equipment and materials checked daily for leaks and repaired immediately	<input checked="" type="checkbox"/>	
25	Hazardous waste (including dewatering waste water, aerially deposited lead, etc.) disposed of in accordance with federal, state, and local regulations	<input checked="" type="checkbox"/>	
26	The following plans prepared and implemented: health & safety, sampling & analysis, and work plan to remediate any hazardous waste encountered	<input checked="" type="checkbox"/> December 2012 Safety Plan and Haz Waste Plan on file	
27	Verify ISA recommendations are	<input checked="" type="checkbox"/>	

**CONSTRUCTION MITIGATION MEASURE MATRIX**  
**ALAMEDA CORRIDOR-EAST MITIGATION MONITORING PROGRAM REPORT**  
 Quarterly Report (April 1, 2013 – June 30, 2013)  
**BALDWIN AVENUE GRADE SEPARATION PROJECT**

Checklist Item No.	Mitigation Measure	Mitigation Complete	
		Yes	No
	implemented in compliance with the ISA		
	<b>General Construction Conditions</b>		
28	On-site construction manager available at all times	<input checked="" type="checkbox"/>	
29	Minimize interruption to utility services	<input checked="" type="checkbox"/>	
30	Mobile and stationary equipment maintained in proper working order	<input checked="" type="checkbox"/>	
31	Non-potable water used for construction activities, when feasible		<input checked="" type="checkbox"/> Non-potable water is not available nearby
	<b>Traffic</b>		
32	Construction coordinated with other major public or private construction projects within a one-mile radius and construction contracts scheduled to avoid overlapping major activities	<input checked="" type="checkbox"/>	
33	Haul route should minimize intrusion to residential areas	<input checked="" type="checkbox"/>	
34	Bridge construction that requires street closure scheduled so only one crossing in an area is affected at one time	<input checked="" type="checkbox"/>	
35	Local residents and businesses notified in advance of proposed construction activity	<input checked="" type="checkbox"/>	
36	Advance notice provided to the public and transit users for proposed transit reroutes and any other changes in stops and service	<input checked="" type="checkbox"/> Baldwin Ave Closure Notice was issued	
37	Traffic handling plans approved by the City of El Monte	<input checked="" type="checkbox"/> Meeting with City held on June 6, 2013	
38	Coordinate with City of El Monte to provide advance notice of proposed traffic detours and their duration	<input checked="" type="checkbox"/>	

**PUBLIC CONTACTS QUARTERLY REPORT**  
(April 1, 2013 – June 30, 2013)  
**BALDWIN AVENUE GRADE SEPARATION PROJECT**

<b>Date/Contact</b>	<b>Query</b>	<b>Resolution</b>
4/26/13 Resident	Concern about student pedestrian safety at local school.	Provided school with "children present" safety sign.
5/14/13	Complaint regarding trucks in residential streets	Contractor placed additional detour signage.
5/15/13 Resident	Complaint regarding detour signage and visibility issues due to newly painted roadway.	Contractor reviewed signage locations, re-painted the roadway and corrected the issue.
5/20/13 Business Owner	Complaint regarding parking due to street closure.	Informed of alternate parking locations.

**CONSTRUCTION MITIGATION MEASURE MATRIX**  
**ALAMEDA CORRIDOR-EAST MITIGATION MONITORING PROGRAM REPORT**  
 Quarterly Report (April 1, 2013 – June 30, 2013)  
**NOGALES STREET GRADE SEPARATION PROJECT**

Checklist Item No.	Mitigation Measure	Mitigation Complete	
		Yes	No
	<b>Air Quality</b>		
1	Use low sulfur fuel in construction equipment	<input checked="" type="checkbox"/>	
2	Minimize Dust by Watering (Rule 403)	<input checked="" type="checkbox"/>	
3	Cover Haul Trucks and Operate less than 15 MPH	<input checked="" type="checkbox"/>	
4	Suspend construction operations in unpaved areas when winds are more than 25 MPH	<input checked="" type="checkbox"/>	
5	Ballast wetted as it is unloaded from haul trucks	<input checked="" type="checkbox"/>	
6	Asphalt paving materials comply with SCAQMD Rule 453 regarding compliant paving material	<input checked="" type="checkbox"/>	
	<b>Archaeo &amp; Paleo Monitoring</b>		
7	Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/> Archaeo/paleo preconstruction briefing conducted May 17, 2013	
8	Conduct Paleontological Monitoring where excavation exceeds 1.5 meters (5 ft) below ground surface (may be reduced as warranted)	<input checked="" type="checkbox"/> Ongoing monitoring is being conducted on an as needed basis	
9	Plan in place for preservation and curation of significant paleontologic resources that may be discovered	<input checked="" type="checkbox"/> Archaeo/Paleo Resource Monitoring, Mitigation and Curation Plan, LSA, May 1, 2013	
	<b>Noise &amp; Vibration</b>		
10	Conduct construction in a manner that minimizes noise and maintains noise levels below City limits at noise sensitive land uses	<input checked="" type="checkbox"/>	
11	Use effective noise mufflers on equipment	<input checked="" type="checkbox"/>	
12	Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>	
13	Noise monitoring conducted to demonstrate compliance with noise		<input checked="" type="checkbox"/> There are no nearby residences

**CONSTRUCTION MITIGATION MEASURE MATRIX**  
**ALAMEDA CORRIDOR-EAST MITIGATION MONITORING PROGRAM REPORT**  
 Quarterly Report (April 1, 2013 – June 30, 2013)  
**NOGALES STREET GRADE SEPARATION PROJECT**

Checklist Item No.	Mitigation Measure	Mitigation Complete	
		Yes	No
	limits		
14	Vibration monitoring performed during vibration-intensive activities		<input checked="" type="checkbox"/> N/A in this phase of construction
15	Noise blanket used to reduce increased noise level during operation of detour route during construction		<input checked="" type="checkbox"/> N/A in this phase of construction
	<b>Water Quality &amp; Erosion</b>		
16	No detrimental discharge into drainages and bodies of water	<input checked="" type="checkbox"/>	
17	A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	<input checked="" type="checkbox"/> Parsons Brinkerhoff SWPP approved 5/7/13	
18	Construction BMPs used to minimize erosion per SWPPP	<input checked="" type="checkbox"/>	
19	Retaining walls constructed for long-term slope stabilization		<input checked="" type="checkbox"/> N/A in this phase of construction
20	Erosion prevention planting used in conjunction with a geofabric, where feasible		<input checked="" type="checkbox"/> N/A in this phase of construction
	<b>Hazardous Materials/Wastes</b>		
21	Construction materials that may adversely affect groundwater stored away from excavation and in a contained area (protected by a berm)	<input checked="" type="checkbox"/>	
22	Construction equipment and materials checked daily for leaks and repaired immediately	<input checked="" type="checkbox"/>	
23	Hazardous waste (including dewatering waste water, aerially deposited lead, etc.) disposed of in accordance with federal, state, and local regulations	<input checked="" type="checkbox"/>	
	<b>Biological Resources</b>		
24	Bird surveys conducted prior to pruning and/or tree removal		<input checked="" type="checkbox"/> Bird surveys will be conducted prior to all future pruning and tree removal
	<b>General Construction Conditions</b>		
25	On-site construction manager available at all times	<input checked="" type="checkbox"/>	
26	Minimize interruption to utility services	<input checked="" type="checkbox"/>	
27	Mobile and stationary equipment maintained in proper working order	<input checked="" type="checkbox"/>	
28	Non-potable water used for construction		<input checked="" type="checkbox"/> Non-potable

**CONSTRUCTION MITIGATION MEASURE MATRIX**  
**ALAMEDA CORRIDOR-EAST MITIGATION MONITORING PROGRAM REPORT**  
 Quarterly Report (April 1, 2013 – June 30, 2013)  
**NOGALES STREET GRADE SEPARATION PROJECT**

Checklist Item No.	Mitigation Measure	Mitigation Complete	
		Yes	No
	activities, when feasible		water is not available nearby
	<b>Traffic</b>		
29	Construction coordinated with other major public or private construction projects within a one-mile radius and construction contracts scheduled to avoid overlapping major activities	<input checked="" type="checkbox"/>	
30	Haul route should minimize intrusion to residential areas	<input checked="" type="checkbox"/>	
31	Bridge construction that requires street closure scheduled so only one crossing in an area is affected at one time	<input checked="" type="checkbox"/>	
32	Local residents and businesses notified in advance of proposed construction activities and road closures	<input checked="" type="checkbox"/>	
33	Detour route to bypass construction area provided during Nogales Street closure for bridge construction	<input checked="" type="checkbox"/>	
34	Advance notice of proposed transit reroutes and any other changes in stops and service made	<input checked="" type="checkbox"/> Ongoing coordination with LA Metro	
35	Traffic handling plans approved by the City of Industry	<input checked="" type="checkbox"/>	
36	Coordinate with City of Industry, LA County and Caltrans to provide advance notice of proposed traffic detours and their duration to the public	<input checked="" type="checkbox"/>	
37	Coordination with Caltrans (including frwy signage) and City of Industry to ensure acceptable traffic operations are maintained on SR-60 segment from WB off-ramp to intersection of Nogales Street and Gale Avenue/Walnut Drive	<input checked="" type="checkbox"/>	

**PUBLIC CONTACTS QUARTERLY REPORT**  
(April 1, 2013 – June 30, 2013)  
**NOGALES STREET GRADE SEPARATION PROJECT**

<b>Date/Contact</b>	<b>Query</b>	<b>Resolution</b>
6/18/13 Property Owner	Complaint regarding construction dust.	Contractor was requested to water the construction work area more frequently to minimize fugitive dust.
6/26/13 Business Owner	Concern regarding safety of motorists due to installation of traffic control.	Contractor installed additional signage.
6/28/13 Business Owner	Concern regarding access issues due to installation of traffic control.	Informed business owner of the measures taken to ensure motorist safety.



## Alameda Corridor-East Construction Authority

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4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 [www.theaceproject.org](http://www.theaceproject.org)

MEMO TO: ACE Construction Authority Board Members and Alternates

FROM: Mark Christoffels  
Chief Executive Officer

DATE: September 23, 2013

SUBJECT: ACE's Working Capital Management Program

**RECOMMENDATION:** Receive and file a presentation on ACE's Working Capital Management Program.

**BACKGROUND:** Most of ACE's funding comes from grants that are dispersed on a reimbursement basis. This means that ACE must first make payments to its vendors, employees, consultants and contractors, document the expenditures, and then apply for reimbursement from the granting agencies. To accomplish this ACE must maintain a cash balance for working capital that can be used to make these initial payments. Since ACE does not have a regular source of revenue to establish a cash balance, ACE accomplishes this through the use of Grant Anticipation Notes. The current outstanding balance on these GANs is \$20 million.

Recently ACE was given the opportunity to obtain this needed working capital through a loan agreement with Metro. This agreement was approved by the Board on March 25, 2013, and an initial drawdown of \$20 million was received by ACE on September 9, 2013. The outstanding amounts on the GANs have been paid and the GANs formally retired as of September 20, 2013.

Since the Metro loan has a lower cost of borrowing than the former GANs, ACE's costs associated with maintaining a cash balance for working capital purposes has been reduced. In addition, the investment restrictions imposed by the original GANs have now been replaced with the investment guidelines utilized by Metro. This will allow ACE to obtain a slightly higher return on its short term investments on these borrowed funds. Staff will make an oral presentation to the Board on the current costs of borrowing, the anticipated short term investment earnings, and an explanation on how ACE staff determines the amount to be borrowed, or invested at any given time.