



**San Gabriel Valley Council of Governments
AGENDA AND NOTICE OF THE REGULAR MEETING
OF THE CAPITAL PROJECTS AND CONSTRUCTION COMMITTEE**

Monday, July 27, 2020 – 12:00PM

Teleconference Meeting: Livestream is available at https://youtu.be/UVxrVB9G_Vc

The SGVCOG's Capital Project and Construction Committee consists of five (5) regional districts; Northeast, Southeast, Central, Southwest, Northwest, the County of Los Angeles and the San Gabriel Valley Council of Governments. Members of the former Alameda Corridor-East Construction Authority (ACE) Board shall maintain a seat on the Committee unless or until completion of all ACE Project(s) in their respective cities. Each member or alternate shall have one vote. A quorum is 50% of its membership. Action taken by the Committee shall be by simple majority of the members present. All disclosable public records related to this meeting are available at www.theaceproject.org and viewing at the Rivergrade Road office during normal business hours.

MEETINGS: *Regular Meetings of the Capital Projects Construction Committee are held the fourth Monday of every month at 12:00 PM at the West Covina City Hall, 1444 West Garvey Avenue, MRC Room 314, West Covina, CA 91791.* The Capital Projects Construction Committee agenda packet is available at the ACE Project office, 4900 Rivergrade Road, Suite A120, Irwindale, CA 91706 and on the website, www.theaceproject.org. Copies are available via email upon request (ahanson@sgvcog.org). Documents distributed to a majority of the Board after the posting will be available for review in the ACE Project office and on the ACE Project website. Your attendance at this public meeting may result in the recording of your voice.

PUBLIC PARTICIPATION: Members of the public may comment on any item on the agenda at the time it is taken up by the Committee. 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 Committee on a single item, the Chair may impose a three-minute time limit on individual remarks at the beginning of the discussion. Persons addressing the Committee are to refrain from making personal, slanderous, profane or disruptive remarks.

TO ADDRESS THE COMMITTEE: At a regular meeting, the public may comment on any matter within the jurisdiction of the Committee during the public comment period and may also comment on any agenda item at the time it is discussed. At a special meeting, the public may only comment on items that are on the agenda. Members of the public wishing to speak are asked to complete a comment card or simply rise to be recognized when the Chair asks for public comments to speak. We ask that members of the public state their name for the record and keep their remarks brief. If several persons wish to address the Board on a single item, the Chair may impose a time limit on individual remarks at the beginning of discussion. **The Committee may not discuss or vote on items not on the agenda.**

AGENDA ITEMS: The Agenda contains the regular order of business of the Committee. Items on the Agenda have generally been reviewed and investigated by staff in advance of the meeting so that the Committee can be fully informed about a matter before making its decision.

MEETING MODIFICATIONS DUE TO THE STATE AND LOCAL STATE OF EMERGENCY RESULTING FROM THE THREAT OF COVID-19: On March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 authorizing a local legislative body to hold public meetings via teleconferencing and allows for members of the public to observe and address the meeting telephonically or electronically to promote social distancing due to the state and local State of Emergency resulting from the threat of the Novel Coronavirus (COVID-19).

To follow the new Order issued by the Governor and ensure the safety of Committee Members and staff for the purpose of limiting the risk of COVID-19, in-person public participation at the Capital Projects Construction Committee meeting scheduled for July 27, 2020 at 12:00 p.m. will not be allowed. Members of the public may view the meeting live at https://youtu.be/UVxrVB9G_Vc



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 457-1800. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.



SUBMISSION OF PUBLIC COMMENTS: For those wishing to make public comments on agenda and non-agenda items you may submit comments via email or by phone.

- **Email:** Please submit via email your public comment to Deanna Stanley dstanley@sgvcog.org at least 1 hour prior to the scheduled meeting time. Please indicate in the Subject Line of the email “FOR PUBLIC COMMENT.” Emailed public comments will be part of the recorded meeting minutes but will not be read aloud. A copy of all public comments will be forwarded to the Committee.
- **Phone:** Please email your name and phone number to Deanna Stanley dstanley@sgvcog.org at least 1 hour prior to the scheduled meeting time for the specific agenda item you wish to provide public comment on. Please indicate in the Subject Line of the email “FOR PUBLIC COMMENT.” You will be called on the phone number provided at the appropriate time, either during general public comment or specific agenda item. Wait to be called upon by staff, and then you may provide verbal comments for up to 3 minutes.

Any member of the public requiring a reasonable accommodation to participate in this meeting should contact Deanna Stanley at least 48 hours prior to the meeting at dstanley@sgvcog.org or Amy Gilbert at (626) 214-8869.

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- I. Pledge of Allegiance
 - II. Roll Call and Instructions
 - III. Public Comment
 - IV. Approval of Capital Projects and Construction Committee Meeting Minutes of June 1, 2020 (*action: [pages 1 – 3](#)*)
 - V. Approval of Capital Projects and Construction Committee Meeting Minutes of June 22, 2020 (*action: [pages 4 – 6](#)*)
 - VI. Chairman’s Remarks
 - VII. Member Comments
 - VIII. Chief Engineers Monthly Report (*information: [pages 7 – 8](#)*)
 - IX. Project Progress Reports
 - X. Approval of Adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program for the Proposed Modification to the Diamond Bar Golf Course Needed for the Proposed Improvements at the SR-57/60 Interchange (*action: [pages 9 – 10](#)*)
 - XI. Approval of Agreement with the County of Los Angeles for a proposed modification to the Diamond Bar Golf Course for the Proposed Improvements at the SR-57/60 Interchange (*action: [pages 11 – 35](#)*)
 - XII. Approval of Betterment Agreement with the County of Los Angeles for the Proposed Modification to the Diamond Bar Golf Course Needed for the Proposed Improvements at the ST-57/60 Interchange (*action: [pages 36 – 49](#)*)
 - XIII. Approval of a Construction Management Services Contract with Anser Advisory, LLC for the Turnbull Canyon Road Grade Separation Project (*action: [pages 50 – 143](#)*)
 - XIV. Approval of Contract Amendment with Biggs Cardosa Associates for Design Support Services for the Fullerton Road Grade Separation Project (*action: [pages 144 – 170](#)*)



If you would like to receive the Capital Projects and Construction Committee agenda electronically, please email Amy Gilbert at ahanson@sgvcog.org

- XV. Approval to Receive and File 4th Quarter Project Progress and Mitigation Monitoring Reports (*action: [pages 171 – 189](#)*)
- XVI. The Committee will adjourn to closed session in accordance with Government Code Section 54956.9 to discuss:
- Conference with legal counsel regarding existing litigation:
- San Gabriel Valley Council of Governments v. Jack in the Box Inc. and TBS Foods Inc.; Los Angeles Superior Court Case No. BC 707971
- XVII. Adjournment (*action*)





SGVCOG Capital Projects & Construction Committee Unapproved Minutes June 1, 2020

Call to Order: Chairman Sandoval called the meeting of the San Gabriel Valley Capital Projects and Construction Committee to order remotely via Zoom and livestreamed via YouTube on June 1, 2020 at 12:08 p.m.

1. Pledge of Allegiance – Tim Sandoval led the pledge of allegiance.

2. Roll Call

Present:

Tim Sandoval, Chair, Pomona	Cory Moss, Industry
Nancy Lyons, Vice Chair, Diamond Bar	Becky Shevlin, Monrovia
Jack Hadjinian, Montebello	Hilda Solis, LA County
Tim Hepburn, LaVerne	Cynthia Sternquist, SGVCOG
Diana Mahmud, So. Pasadena	Jerry Velasco, El Monte

Staff:

Mark Christoffels, Chief Engineer
David DeBerry, legal counsel, Woodruff, Spradlin & Smart
Deanna Stanley, Administrative Services Manager
Amy Gilbert, Senior Administrative Assistant
Memo Ponce, Contracts Manager
Rene Coronel, Project Manager

3. Public Comment – Mr. Christoffels announced that the link to submit public comments remains on the agency’s website and no public comments were received for this meeting.

4. Approval of minutes of April 27, 2020 – A motion was made by H. Solis and seconded by J. Hadjinian to approve the minutes of April 27, 2020.

5. Chairman Remarks – T. Sandoval spoke on the recent concerns many cities are facing surrounding the death of George Floyd and expressed gratitude to Supervisor Solis for the hard work and tremendous tasks she and her staff have faced during this time. Member Sandoval expressed his appreciation to the Committee and their respective cities supporting the County.

6. Member Comments – H. Solis announced she introduced a motion, which was approved by the Metro Board to transfer funding to the SGVCOG ACE project to conduct a San Gabriel Valley Transit Feasibility study. These funds replace former the SR60 alternative project that did not move forward. The feasibility study will identify new mobility options for the SR60 corridor and allow the money to remain in the San Gabriel Valley. There were no other comments.

- 7. Chief Engineer's Monthly Report** – Mr. Christoffels thanked Supervisor Solis on her efforts on the San Gabriel Transit Feasibility study. He stated he looks forward to getting a consultant on board and getting started on this project. Mr. Christoffels indicated as a result of COVID19 the SB1 gas tax funding, project schedules for the Montebello Corridor and Turnbull Canyon have been affected, because of obvious cash flow issues. He stated the projects have not lost funding, but schedule changes are necessary at this time. Mr. Christoffels reported that Committee elections will be pushed to September, therefore the Chair and Vice Chair will remain the same until that time. Lastly, Mr. Christoffels introduced two new employees, Rene Coronel as the agency's newest Project Manager and Memo Ponce as the new Contracts Manager.
- 8. Project Progress Reports** – Mr. Christoffels reviewed progress photos for the Durfee Avenue and Fairway Drive grade separation projects. Mr. Christoffels reported that work at the Fullerton Road grade separation project has been suspended as a result of a claim filed against the agency by the construction contractor and legal counsel was working with staff to determine the best course of action to resolve this issue.
- 9. Approval of Annual Task Orders and Amendments for Support Services for the Remaining ACE Projects from July 1, 2020 through June 30, 2021** – Mr. Christoffels reminded the Committee that as a part of the annual budget process the capital project team develops budgets based on anticipate schedules and tasks. The overall capital program budget was approved by the Governing Board but the tasks, amendments and applicable budget amounts, reflected in the staff report required the Committee's approval.

A motion was made by H. Solis and seconded by J. Hadjinian to approve the annual task orders and amendments for support services as outlined on pages 7 through 192 in the agenda.

Ayes: Lyons, Hadjinian, Hepburn, Mahmud, Moss, Sandoval, Shevlin, Solis, Sternquist, Velasco

Nays: None Abstain: None

- 10. Approval of Revised Task Order No. 2 with HNTB Corporation for Final Design of the Turnbull Canyon Road Grade Separation Project** – Mr. Christoffels reported the Turnbull Canyon Road project was entering final design and as part of design third parties may submit changes necessary for constructability. The County of Los Angeles informed staff that the regional water board required a design change for the reconstruction of an underground storm drain and the inclusion of storm water filtration devices. He indicated these design changes will result in an increase of \$348,869 to the existing task order.

A motion was made by H. Solis and seconded by N. Lyons to approve the Chief Engineer to execute an amendment to the Design and Engineering Services contract with HNTB Corporation and issue a revision to Task Order No. 2 for a not-to-exceed amount of \$348,869 for a new Task Order 2 contract value of \$5,503,505 to complete Phase 2 for the Turnbull Canyon Road grade separation project.

Ayes: Lyons, Hadjinian, Hepburn, Mahmud, Moss, Sandoval, Shevlin, Solis, Sternquist, Velasco.

Nays: None Abstain: None

11. Approval to Receive and File Quarterly Project Progress Reports and Quarterly Mitigation Monitoring Reports – Mr. Christoffels reviewed the progress reports and quarterly mitigation monitoring reports. He reported Durfee Avenue is anticipated to be complete six months ahead of schedule; Fairway Drive construction 55% complete anticipated to be complete in June 2023; Fullerton Road at 35% complete is on hold, Montebello grade separation experienced a six month delay due to funding. He indicated overall the AE Program has a shortfall of \$52.8M but staff anticipates an undetermined amount in UPRR contributions, property sales and other grant funding that will help reduce the shortfall amount.

A motion was made by J. Hadjinian and seconded by H. Solis to receive and file the quarterly project progress reports and quarterly mitigation monitoring reports.

Ayes: Lyons, Hadjinian, Hepburn, Mahmud, Moss, Sandoval, Shevlin, Solis, Sternquist, Velasco

Nays: None Abstain: None

12. Adjournment – The meeting was adjourned at 12:57PM. The next meeting will be held on June 22, 2020.

X 

Deanna Stanley
Clerk of the Committee



SGVCOG Capital Projects & Construction Committee Unapproved Minutes June 22, 2020

Call to Order: Chairman Sandoval called the meeting of the San Gabriel Valley Capital Projects and Construction Committee to order remotely via Zoom and livestreamed via YouTube on June 22, 2020 at 12:02 p.m.

1. Pledge of Allegiance – The Committee did not pledge.

2. Roll Call

Present:

Tim Sandoval, Chair, Pomona

Nancy Lyons, Vice Chair, Diamond Bar

Jack Hadjinian, Montebello

Tim Hepburn, LaVerne

Diana Mahmud, South Pasadena

Cory Moss, Industry

Hilda Solis, County of Los Angeles

Cynthia Sternquist, Temple City

Jerry Velasco, El Monte

Staff:

Mark Christoffels, Chief Engineer

David DeBerry, Legal Counsel

Deanna Stanley

Paul Hubler

Amy Gilbert

3. Public Comment – Mr. Christoffels indicated there were no public comments received.

4. Approval of Capital Projects and Construction Committee Meeting Minutes of June 1, 2020 – There was no action taken on this item.

5. Chairman Remarks – Chairman Sandoval did not have any additional remarks.

6. Member Comments – Member Mahmud thanked staff for the improvements made to the staff reports to include additional contract documents.

7. Chief Engineer's Monthly Report – Mr. Christoffels announced that plans were underway to launch the first event of the Bikeshare Program that will happen July 9th in South El Monte followed by an event in Baldwin Park at a date to be determined. He reminded the Committee that the contractors were to provide regular servicing and disinfecting of the bikes. Mr. Christoffels indicated the SGVCOG and the entire state of California was unsuccessful in the INFRA grant application for funds for the 57/60 project but an application was underway for SB1 funds. He reported that the CTC will consider an extension for the Turnbull Canyon Road project.

8. **Project Progress Reports** – Mr. Christoffels reviewed photos of the pump station construction and the temporary track (shoofly) at the Durfee Avenue project in Pico Rivera. He indicated the Union Pacific was scheduled to shift from the mainline tracks to the shoofly on the 4th of July weekend. Mr. Christoffels reviewed progress photos for the Fairway project that included excavation for a reinforced concrete storm box. He indicated pile driving was also underway.
9. **Approval of Revision to Task Order No. 3 with Moffatt & Nichol for Final Design of the Montebello Corridor Grade Separation Project** – Christoffels reported that a design revision was necessary as a result of third party reviews and staff found the costs associated with the changes reasonable. He reviewed the history of the planned Montebello project. He indicated the Public Utilities Commission and Federal Railroad Administration reviewed the plans and wanted additional safety features, reconfiguration of a driveway near crossing gates, ADA improvements and new traffic signal. The cost for the additional design is \$96,618.

A motion was made by H. Solis and seconded by N. Lyons to authorize the Chief Engineer to execute an amendment to the design and engineering services contract with Moffatt & Nichol and issue a revision to Task Order 3 for a not to exceed amount of \$96,618 to complete Phase II – final design for the At-Grade Crossing Safety Improvements for the Montebello Corridor Grade Separation Project.

Ayes: T. Sandoval, N. Lyons, J. Hadjinian, T. Hepburn, D. Mahmud, C. Moss, H. Solis, C. Sternquist, J. Velasco

Nays: None Abstain: None

10. **Approval to Receive and Federal Legislative Update and Provide Direction to Staff** – Paul Hubler apologized that technical difficulties caused long-time federal representative Kevin Jones unable to address the Committee. He reminded the Committee how instrumental Mr. Jones, Prince Global Solutions has been in assisting with the ACE Program since its inception. Mr. Hubler provided a federal legislative update and reported the release of the INFRA grant recipients did not include any in California. He expressed disappointment that despite the 57/60 continuously ranking extremely high in the nation for top bottlenecked areas, the project was not awarded funding. He indicated LA Metro is submitting applications for federal funds along with SB1 funds. The CTC will release their recommendations in November and vote in December.

A motion was made by H. Solis and seconded by C. Moss to receive and file the federal legislative update and direct staff to send letters of appreciation to Rep. Grace Napolitano, member of the House Committee on Transportation & Infrastructure, Rep. Dan Lipinski, House Chair of the House Subcommittee Chair on Railroads Rep. Dan Lipinski and Rep. Peter DeFazio, Chair of the Transportation & Infrastructure Committee.

Ayes: T. Sandoval, N. Lyons, J. Hadjinian, T. Hepburn, D. Mahmud, C. Moss, H. Solis, C. Sternquist, J. Velasco

Nays: None Abstain: None

11. The Committee will adjourn to closed session in accordance with Government Code Section 54956.9 to discuss: Legal counsel announced that the Committee would adjourn to closed session to discuss conference with legal counsel regarding existing litigation:

San Gabriel Valley Council of Governments vs. Lawrence Young, etc., et al.: Los Angeles Superior Court Case No. BC647307 and conference with legal counsel to discuss potential litigation (one case).

The Committee returned to open session and there was no reportable action taken.

12. Adjournment – The meeting was adjourned at 12:46 p.m. The next meeting will be held remotely via Zoom on YouTube Live on July 27, 2020.

X 

Deanna Stanley
Clerk of the Committee



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Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels, Chief Engineer

Date: July 27, 2020

SUBJECT: Chief Engineer's Monthly Report

The following are items of note since the last meeting:

Washington, DC lobbyist – Capital Projects staff would like to express our appreciation to Kevin Jones, Esq., for his many years of dedicated service to the ACE Project. As our lobbyist in Washington, DC, Kevin was instrumental in securing Congressionally directed grant funding in 1998 needed to launch the ACE Project. He also helped secure designation of the ACE Project as a Project of National and Regional Significance, one of only 25 such projects in the nation. Thanks to Kevin, \$244 million in federal funds was secured for the ACE Project, which was recently credited as a model for a proposed new \$2.5 billion federal grade separation funding program. While opportunities to seek federal funding for our final two grade separation projects have been exhausted, the Cities of Diamond Bar and Industry have retained Kevin to lobby on behalf of the SR 57/60 project and we look forward to continuing to work with him. We've invited Kevin to join today's meeting via Zoom to be presented with a token of our appreciation.

Contracting – The SGVCOG has delegated the Chief Engineer the authority to approve new contracts or change orders for previously approved contracts within certain limits, with a requirement that staff formally report such contract action. The following has been approved since the last Committee meeting:

CONSULTANT/VENDOR	REASON FOR CHANGE	CHANGE AMOUNT	REVISED TOTAL CONTRACT VALUE ¹	CUMULATIVE AUTHORIZED CHANGE (%)
Paragon Partners LTD. Agreement 08-04, Right-of-Way Acquisition Services				
Task Order No. 40, Rev. 2 and Task Order 41 Rev. 2	Budget re-allocation from Fairway to Puente for expenses related to property sale	\$0	\$831,851	0%
Moffatt & Nichol – Agreement 15-02 Preliminary Engineering and Final Design Services for Montebello Corridor Grade Separation Project				
Task Order No. 4, Rev. 2	For preparation of plans for a storm drain box	\$85,000.00	\$7,663,100.00	1.9%

¹ For construction, design, and construction management contracts, this amount reflects the contract award made by the CP&C Committee along with any approved amendments. For annual support contracts such as legal services, right of way, auditing, public outreach etc., this amount reflects the current fiscal year authorization as approved by the CP&C Committee.

	bid alternate requested by LACFCD			
Moffat & Nichol – Agreement 10-06B Preliminary Engineering and Final Design Services for Puente Avenue Grade Separation Project				
Task Order 3, Rev 8	Budget re-allocation to finalize legal descriptions	\$0	\$1,405,083.00	0%
Fehr & Peers – Agreement 20-02 Vehicle Miles Traveled Study (743 Implementation)				
Amendment No. 2	Add Subconsultant	\$0	\$310,113.00	0%
HDR Engineering – Agreement 13-01A Property Acquisition and Relocation Assistance Services for Montebello Blvd. Grade Separation				
Task Order No. 3A, Rev. 4 and Task Order No. 2 Rev. 8, and Task Order No. 5 Rev. 7	Budget re-allocation to align with actual line item expenses	\$0	\$1,085,037	0%
Biggs Cardosa Associates, Inc. 12-03B Preliminary Engineering and Final Design for Fullerton Road Grade Seaparation				
Task Order No. 5, Rev. 7	Budget re-allocation to align with actual line item expenses	\$0	\$1,904,958.00	0%

Community Outreach Update – The following project outreach activities were conducted:

- Conducted photographic survey of properties located within the Durfee Avenue project area; and,
- Conducted ongoing community outreach and support activities for the Fairway Drive, Fullerton Road, Durfee Avenue, Turnbull Canyon Road and Montebello Corridor grade separation projects.



MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Mark Christoffels, Chief Engineer

DATE: July 27, 2020

SUBJECT: Adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program for the proposed modification to the Diamond Bar Golf Course needed for the proposed improvements at the SR-57/SR-60 Interchange.

RECOMMENDATION: Staff recommends that the Committee adopt a Mitigated Negative Declaration and Mitigation Monitoring Program for the proposed modification to the Diamond Bar Golf Course.

BACKGROUND: The San Gabriel Valley Council of Governments (SGVCOG) under an agreement with the Los Angeles County and Metropolitan Transportation Authority is working on a project to modify the Diamond Bar Golf Course (project) at 22751 Golden Springs Drive in the City of Diamond Bar, California. The project includes realigning and reconfiguring course holes, relocating and constructing a new maintenance facility, modifying the existing drainage system, reconfiguring the existing concrete cart paths, and relocating the protective netting and practice range.

The proposed improvements to the Diamond Bar Golf Course (DBGC) are necessary to mitigate and minimize impacts from the SR-57/SR-60 Confluence Project, specifically the widening of the freeway into the current golf course. The planned freeway improvements directly impact six golf holes located along the freeway frontage and Grand Avenue. The proposed will realign and reconfigure the golf course to free up approximately 10 acres of freeway frontage. Plans will be completed next month and it is anticipated that a project award will occur in December with construction to begin in January 2021 and take 17 months to complete. The golf course will be closed during that 17-month period.

SGVCOG is the lead agency under the California Environmental Quality Act (CEQA). In conformity with the requirements of CEQA, SGVCOG prepared a Draft Initial Study/Mitigated Negative Declaration (IS/MND) that identifies and evaluates the environmental impacts of the project. The Initial Study was made available for public review online at the following webpages:

- <https://metro.net/SR57-60>
- <https://www.sgvco.org/dbgc>

A Notice of Intent regarding the availability of this document was mailed to 806 property owners adjacent to the golf course. The NOI was also published in the San Gabriel Valley Tribune and La Opinion newspaper.

In addition, a hard copy of the Initial Study was made available for review by appointment at the SGVCOG Irwindale offices.

The public comment period for the IS/MND began on June 19, 2020 and closed on July 20, 2020.

SGVCOG received 3 comments which were incorporated into the final Mitigated Negative Declaration. A Mitigation Monitoring Program was developed to insure that the identified mitigation measures are incorporated into the project.

BUDGET IMPACT: There is no budget impact on the recommended action. The estimated cost for the golf course modifications is \$30 million. All project costs for the proposed Diamond Bar Golf Course modifications will be reimbursed to the SGVCOG under the LACMTA agreement with the SGVCOG dated July 30, 2019.



MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Mark Christoffels, Chief Engineer

DATE: July 27, 2020

SUBJECT: Approval of an Agreement with the County of Los Angeles for a proposed modification to the Diamond Bar Golf Course for the proposed improvements at the SR-57/SR-60 Interchange.

RECOMMENDATION: Staff recommends that the Committee authorize the Chief Engineer to execute the attached agreement with Los Angeles County for work to be performed by the San Gabriel Valley Council of Governments (SGVCOG) on the Diamond Bar Golf Course owned by the County of Los Angeles County for the proposed improvements at the SR-57/SR-60 Interchange.

BACKGROUND: The Los Angeles County Metropolitan Transportation Authority (LACMTA) is serving as the implementing agency for the design phase of the State Route 57-60 Confluence Chokepoint Relief Project to add lanes and make improvements to the freeway confluence area in the east San Gabriel Valley to reduce traffic congestion and improve traffic operations and safety. The SR 57-60 improvements are a longstanding regional highway improvement priority project for the SGVCOG. The proposed project will fix the congested and hazardous confluence of State Routes 57 and 60, ranked no. 1 in California for freight delays and truck accidents.

LACMTA entered into an agreement with the SGVCOG on July 30, 2019 for coordination of utility relocations, acquisition of rights of way, and oversee the bid, award and construction of the State Route 57-60 Confluence Chokepoint Relief Project. As memorialized in the Final Environmental Impact Report-Finding of No Significant Impact (FEIR FONSI) this project will require the modification of the Diamond Bar Golf Course. The golf course modifications must proceed in advance of the freeway project and therefore will be done as a separate stand-alone construction contract by the SGVCOG.

The proposed modifications to the golf course are necessary to mitigate and minimize impacts from the SR-57/SR-60 Confluence Project, specifically the widening of the freeway into the current golf course. The planned freeway improvements directly impact six golf holes currently located near the freeway frontage and Grand Avenue. The proposed reconfigured realignments of the golf course will free up approximately 10 acres of frontage that will be needed for the freeway project. In addition to reconfiguring the hole alignments, the project includes the construction of a new maintenance facility, replacement of the irrigation system, relocation of a storm drain, and the relocation of SCE electrical transmission facilities. Plans will be completed next month and it is anticipated that a project award will occur in December with construction to begin in January 2021 and take 17 months to complete. The golf course will be closed during the closure. In accordance with the terms of the attached agreement, the County will be reimbursed for the lost revenue from this facility during the period of closure.

BUDGET IMPACT: The estimated cost for the golf course modifications is \$30 million. All project costs for the proposed Diamond Bar Golf Course modifications will be reimbursed to the SGVCOG under the July 30, 2019 LACMTA agreement with the SGVCOG.

ATTCHMENT:

- Agreement with the County of Los Angeles regarding the modification of the Diamond Bar Golf Course.

AGREEMENT
REGARDING THE MODIFICATION OF THE DIAMOND BAR GOLF COURSE
BY THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into and effective this _____ day of _____, 2020, by and between the COUNTY OF LOS ANGELES, a body corporate and politic of the State of California, (hereinafter referred to as COUNTY), the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority, (hereinafter referred to as SGVCOG), with the COUNTY and SGVCOG referred to herein collectively as PARTIES.

RECITALS

Whereas the County is the owner of certain real property which is located at 22751 Golden Springs Drive, Diamond Bar, CA 91765 and identified as County Assessor's Parcel Numbers 8717-002-905; 8717-002-906; 8717-002-907; 8717-001-907 and 8717-001-908 more commonly known as the Diamond Bar Golf Course ("Golf Course"); and

WHEREAS, The COUNTY is the landowner, the Department of Parks and Recreation (hereinafter referred to as PARKS) manages the Golf Course: and

WHEREAS, PARKS is designated as the COUNTY department with the authority to approve any modification to the GOLF COURSE: and

WHEREAS, The Los Angeles County Metropolitan Transportation Authority contemplates constructing certain improvements to the confluence of State Route 57 and State Route 60, hereinafter referred to as "FREEWAY PROJECT"; and

WHEREAS, Los Angeles County Metropolitan Transportation Authority entered into an agreement with the SGVCOG on July 30, 2019 to have SGVCOG coordinate utility relocations, acquisition of rights of way, and oversee the bid, award and construction of the FREEWAY PROJECT; and

WHEREAS, The FREEWAY PROJECT, as memorialized in the Final Environmental Impact Report-Finding Of No Significant Impact (FEIR FONSI) will require the modification of the Golf Course as set forth in Exhibit A, hereinafter referred to as "GOLF PROJECT"; and

WHEREAS, The GOLF PROJECT must proceed in advance of the FREEWAY PROJECT and therefor will be done as a separate stand-alone construction contract by the SGVCOG; and

WHEREAS, SGVCOG, COUNTY, and PARKS desire to set forth the manner (terms and conditions) in which the SGVCOG will construct the proposed GOLF PROJECT.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the promises, conditions, and mutual covenants set forth herein, the parties hereto agree as follows:

SECTION I

SGVCOG AGREES:

1. To deliver to PARKS for its review, comment, and acceptance, as appropriate, all necessary plans, and specifications, and to obtain approval thereof prior to GOLF PROJECT being advertised for construction bids. Signature of the plans by the Los Angeles County Director of Parks and Recreation (DPR), or his/her designee, shall constitute PARK'S acceptance of, and official approval of said plans.
2. To act as lead agency and obtain all environmental approvals as required for the GOLF PROJECT.
3. To obtain all required authorizations and permits from various government agencies necessary to construct the GOLF PROJECT.
4. To acquire the necessary rights of way and easements required for the GOLF PROJECT. For the easements that will be transferred to the Los Angeles County Flood Control (LACFCD), to provide LACFCD with copies of the vesting deeds. For the easements that will be transferred to Southern California Edison (SCE), to provide SCE with the appropriate documentation.
5. To reimburse COUNTY and PARK'S actual costs for construction inspection and coordination during the construction of the GOLF PROJECT. COUNTY and PARK'S costs may include correspondence, attendance at construction meetings, inspection, review of contractor's submittals, and design support during construction.
6. Upon completion of the GOLF PROJECT, to furnish PARKS with a complete set of full-size film positive reproducible as-built plans within sixty (60) days of acceptance of work.
7. To compensate the COUNTY for the estimated loss of net revenue for the period of time that the Diamond Bar Golf Course is not available for public use as a result of the GOLF PROJECT through the use of an appraiser, and/or business analyst, in accordance with the developed methodology to determine revenue loss as put forth in Exhibit B
8. To provide for all required maintenance of the areas impacted by the construction of the Diamond Bar Golf Course during the construction of the GOLF PROJECT until PARKS has accepted the improvements in accordance with Section III, paragraph 6. The areas to be maintained by the SGVCOG are shown in Exhibit C

SECTION II

COUNTY and PARKS AGREES:

1. To provide SGVCOG all available plans and survey data of existing COUNTY infrastructure necessary to design GOLF PROJECT, where available.
2. To inform SGVCOG in writing within 30) days after receipt of each set of plans, preliminary studies, and specifications from SGVCOG, if any of the materials are incomplete or if additional information is necessary in order to facilitate PARKS's review of the materials.
3. To review and provide to SGVCOG any comments and suggestions to, or required approvals/disapprovals of (and reasons therefore) each set of plans, preliminary studies, and specifications submitted to it within 45) days after receipt of the complete materials. Any required acceptance shall not be unreasonably withheld.
4. To furnish an accounting of final actual costs for PARKS involvement with GOLF PROJECT as put forth in Section I, Paragraph 5, and provide SGVCOG an invoice of the same within one hundred twenty (120) days after acceptance of GOLF PROJECT by PARKS.
5. To enforce available rights under existing franchise agreements or any other rights the COUNTY may be requested to effect the relocation of any existing public and/or private utilities in conflict with the construction of GOLF PROJECT at such utilities cost and to provide a suitable area in which such utility may relocate which does not significantly interfere with PARKS's use of the Diamond Bar Golf Course for its intended purpose.
6. To issue all necessary permits, rights of entry and/or licenses under the PARK's authority required for the SGVCOG and its contractors to construct the GOLF PROJECT. Permits required for LACFCD facilities shall be obtained by the SGVCOG directly from the Los Angeles County Department of Public Works

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Should any portion of GOLF PROJECT be financed with funds with specific expenditure requirements or limitations, all applicable laws, regulations and policies relating to the use of such funds shall apply to the related portions of the GOLF PROJECT notwithstanding other provisions of this Agreement.
2. That during the course of plan preparation, PARKS may request SGVCOG to include additional work in GOLF PROJECT. Said work shall be considered a "betterment" if it is not directly required by the proposed work shown in Exhibit "A," is not eligible for, or within the scope of, the funding appropriated to SGVCOG for GOLF PROJECT as

determined by Los Angeles County Metropolitan Transportation Authority, or is not designated as a required mitigation measure for GOLF PROJECT. In addition, the term "betterment" shall include any PARKS funded work that PARKS desires to have constructed concurrently with GOLF PROJECT and for which SGVCOG is able to reasonably accommodate in GOLF PROJECT. A separate agreement or amendment to this Agreement shall be executed defining the terms and conditions under which betterment is to be engineered, constructed, financed, operated, and maintained.

3. SGVCOG will pay all invoices submitted for GOLF PROJECT associated costs incurred by PARKS, as developed in the methodology, in relation to the GOLF PROJECT within thirty (30) days following receipt, except for those costs that may be disputed by SGVCOG, which costs SGVCOG shall identify in writing within thirty (30) days following invoice receipt. PARKS shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) days of receipt of SGVCOG's written report. SGVCOG shall make payment of the previously disputed charges or submit written justification for nonpayment within 30 days after the date of PARKS's written justification.
4. If the location of existing public and/or private utilities conflicts with the construction of GOLF PROJECT, SGVCOG will identify such utilities and make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. COUNTY and PARKS shall cooperate with SGVCOG to enforce their rights to cause such protection, relocation, or removal. COUNTY and PARKS may choose to coordinate and inspect such protection, relocation, or removal work, at their discretion. If there are costs of such protection, relocation, or removal, SGVCOG will pay One Hundred Percent (100%) of the cost of said protection, relocation, or removal plus costs of engineering overhead and inspection. Nothing in this Agreement shall restrict or affect COUNTY or PARKS's ability to enter into separate agreements with utilities for any purpose, including for reimbursements of utility costs for protection, relocation, maintenance, or removal of their facilities.
5. That in the construction of GOLF PROJECT, SGVCOG will furnish a resident engineer to oversee GOLF PROJECT construction and PARKS may furnish its own representative. Said representative and resident engineer will cooperate and consult with each other, but the decisions of SGVCOG's resident engineer shall remain the sole and primary direction to the contractor for all GOLF PROJECT work. If material changes to the approved plans and specifications need to be made during construction, the SGVCOG resident engineer will obtain the PARKS's representative approval before authorizing said changes.
6. Prior to completion of GOLF PROJECT, under the terms of the GOLF PROJECT's construction contract, SGVCOG will confer with PARKS in good faith to obtain PARKS's written concurrence that the GOLF PROJECT has been completed in substantial conformance with the approved plans and specifications. PARKS's acceptance will not be unreasonably withheld. Should PARKS and the SGVCOG be unable to agree that the GOLF PROJECT has been completed in substantial conformance with the approved plans and specifications then PARKS and the SGVCOG shall meet and confer, in good faith, to resolve the disagreement. If the disagreement has not been resolved at the end of thirty (30) days, then the disagreement will be submitted to mediation in accordance with the

Mediation Rules of the American Arbitration Association. PARKS and the SGVCOG shall equally share in the costs of mediation and the mediator shall be acceptable to the PARKS and the SGVCOG. If PARKS and the SGVCOG are unable to agree on the selection of a mediator, then assistance will be obtained from the American Arbitration Association. PARKS and the SGVCOG agree to participate in mediation and any associated negotiations for a period of at least sixty (60) days. If the disagreement cannot be resolved through mediation, the disagreement may be submitted to binding arbitration if PARKS and the SGVCOG so agree at the time.

7. It is understood by PARKS that the FREEWAY PROJECT will require the acquisition of approximately ten (10) acres of property from the Diamond Bar Golf Course and that this acquisition is not required for the construction of the GOLF PROJECT. PARKS will allow the GOLF PROJECT to proceed subject to the terms and conditions of this agreement, with the understanding that upon execution of this Agreement the SGVCOG will initiate negotiations with PARKS regarding this acquisition. It is understood by the PARKS that SGVCOG's acquisition will be subject to the provisions of the Park Preservation Act and that the PARTIES (including PARKS) will have to comply with the applicable portions of said Act. It is also understood by the PARTIES (including PARKS) that approval by PARKS to proceed with the GOLF PROJECT will not be conditioned on compliance with this paragraph as this acquisition is a requirement solely for the FREEWAY PROJECT.
8. In the event that the approximately ten (10) acres of existing golf course originally anticipated for acquisition is not acquired, SGVCOG shall prepare and submit to PARKS, for the Director's written approval, a plan to integrate the ten acres into the GOLF PROJECT ("Integration Plan"). In the event that any portion of ten acres is not acquired, SGVCOG shall prepare and submit to PARKS, for the Director's written approval, an Integration Plan for the unacquired portion of the 10 acres. The Integration Plan shall include plans to seamlessly integrate the unacquired property into the GOLF PROJECT and must consider options to expand recreation use, improved freeway screening, or expanded support services for the golf course. After PARKS has approved the integration plan, SGVCOG shall take all reasonable and timely steps to implement and complete the Integration Plan.
9. The SGVCOG shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
10. The SGVCOG shall cause every SGVCOG-Contractor conducting work under this agreement to indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. The COUNTY shall indemnify, defend and hold harmless the SGVCOG, its employees, agents, and volunteers (“SGVCOG Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the SGVCOG Indemnitees.
12. During the term of this Agreement, SGVCOG shall be solely responsible for ensuring that every contractor conducting work under this agreement ("SGVCOG-Contractor") shall maintain a program of insurance coverage as set forth in Exhibit D
13. The term "liabilities" used in Paragraphs 9, 10, and 11, shall mean any and all judgments, awards, claims, demands, liabilities, injury (as defined by Government Code Section 810.8), obligations, litigation, fines, penalties, fees (including, without limitation, expert witness fees, engineering and defense costs, and legal fees), costs (including, without limitation, any and all costs involved in instituting a direct condemnation proceeding, and any and all costs involved in defending an inverse condemnation proceeding, and any and all costs involved in an environmental cleanup or archaeological discovery), expenses (including, without limitation, attorneys' fees and court costs), proceedings, suits, and actions of whatever kind, and damages of any nature whatsoever (including, without limitation, bodily injury, death, personal injury, or property damage).
14. Every notice, demand, request, or other document or instrument delivered pursuant to this Agreement shall be in writing, and shall be either personally delivered, by Federal Express or other reputable overnight courier, or sent by certified United States mail, postage prepaid return receipt requested, to the addresses set forth below, or to such other address as a party may designate from time to time:

To COUNTY:

Los Angeles County Department of Parks and Recreation
Sean Woods, Chief of Planning
Planning and Development Agency
1000 South Fremont Avenue, Unit #40
Alhambra, CA 91803

To SGVCOG:

San Gabriel Valley Council of Governments
Mark Christoffels, Chief Engineer
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706

15. This Agreement constitutes the entire understanding and agreement of the PARTIES and integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the subject matter hereof, and supersedes all negotiations or previous agreements between the PARTIES with respect to all or part of the subject matter hereof.
16. This Agreement may be amended in writing at any time by the mutual consent of the PARTIES. No amendment shall have any force or effect unless executed in writing by the PARTIES.
17. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless PARTIES would be materially altered or abridged by such interpretation.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
19. Except as set forth herein, no signatory shall assign or otherwise transfer this Agreement or its right of interest or any part thereof to any third party without the prior written consent of the PARTIES. Such consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning signatory of its obligations until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the forgoing, this Agreement shall be binding upon and inure to the benefit of the assignee.

(Signature page immediately follows)

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their respective officers as of the date first written above.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Chief Executive Officer

ATTEST:

Secretary

APPROVED AS TO FORM:

SGVCOG General Counsel

COUNTY OF LOS ANGELES

Norma E. Garcia,
Acting Director Parks

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____, Deputy

Exhibit A

Term Sheet and Project Description for GOLF PROJECT

The Los Angeles County Metropolitan Transportation Authority (Metro) has entered into an agreement with the San Gabriel Valley Council of Governments (SGVCOG) to implement the Golf Course improvements (GOLF PROJECT). The proposed improvements to the Diamond Bar Golf Course (DBGC) are necessary to mitigate and minimize impacts from the SR-57/SR-60 Confluence Project. The Final Environmental Impact Report (EIR)/ Finding of No Significant Impact (FONSI) and Programmatic Section 4(f) Evaluation for the SR-57/SR-60 Confluence at Grand Avenue Project (EA#279100, SCH#2009081062) included mitigation measures to reconfigure the DBGC so that it continues to function as a 72 par 18-hole golf course. Improvements to fulfill the mitigation measures are also memorialized in the March 2013 Caltrans letter approved by County Parks and Recreation concurring that the golf improvements will have a net benefit to a Section 4 (f) property.

The planned freeway improvements directly impact six golf holes located along the freeway frontage and Grand Avenue. The GOLF PROJECT will realign and reconfigure the golf course to provide an improved overall course yardage of 6,807 and provide the same total course par of 72.

A. Golf Course Improvements

A.1 Course reconfiguration

The entire 18 Holes of golf will receive modifications that include, in general terms, the following:

- 1) Construct / reconstruct 18 tee complexes with sufficient area for five sets of tees.
- 2) Construct / reconstruct 18 green complexes with greenside sand bunkers.
- 3) Retention of wall to wall cart path through the entire 18 holes.
- 4) Construct / reconstruct fairway sand bunkers.
- 5) The existing practice putting green, reconstructed in 2016, will be protected in place.
- 6) The existing #9 green will be reconstructed as a practice chipping green.
- 7) The existing driving range tee line reconstructed in 2016 will be protected in place.
- 8) The existing concrete swales (referred to as Blue Line streams in the 06/24/2010 remedial requirements) will be removed and replaced with drain pipe, filled over with dirt to blend with the surrounding terrain, and grassed over.
- 9) Protective screening will be constructed in the following proposed hole locations:
 - a. Hole #1 – Behind the green
 - b. Hole #2 – Entire golf hole
 - c. Hole #8 – Entire golf hole
 - d. Hole #9 – Entire golf hole

The description below outlines the proposed work and final layout of the renovated golf course. The golf course is divided by Grand Avenue which runs north south. The east side of the golf course will include holes #1, #2, #3, and #10 through #18. The west side of the golf course will include holes #4 through #9.

1. Entirely new reconfigured hole with greens, tees, sand bunkers, and fairways – Holes #2, #3, #4, #5, #6, #7, #8, and #9.
2. Entirely new relocated green, new tees, and sand bunkers – Holes #1, #11, #15, and #16.
3. Adjusted greens, tees, and sand bunkers – Holes #10, #12, #13, #14, #17, and #18.
4. Fairways
 - a) Remain as-is on Holes #1, #4, #5, #7, #11, #13, #14, #17, and #18.
 - b) Partial relocation/reconstruction on fairways on Holes #2, #6, #10, #12, and #15.
 - c) Fully reconstructed fairways on Holes #3, #8, and #9.

A.2 Grading Plan

The existing course will be regraded with an import of an estimated 60,000 cubic yards of dirt, 8,500 linear feet of storm drain piping, and all necessary measures to mitigate erosion through the construction process. All grading will be done to minimize potential for standing water.

In order to satisfy Low Impact Development (LID) standards in compliance with National Pollutant Discharge Elimination System (NPDES) and Municipal Separate Storm Sewer System (MS4) permits for storm water and non-storm water discharge from the property, the GOLF PROJECT will install a 12,000 square foot infiltration trench alongside Hole #8 tee, along with 2 Bio filtration systems on either side of the proposed Maintenance Facility.

Contract documents will require BMP's such as straw waddle and silt fencing to be used throughout the golf course drainage paths, alongside rumble strips and equipment/material wash down areas in the construction yards in order to limit vehicles transport of sediment. Contract documents will require the development of a Storm Water Pollution Prevention Plan (SWPPP) to satisfy the MS4 permit.

A.3 Golf Course Domestic & Fire Water Plans

The existing golf course comfort stations, four drinking fountains, and proposed Maintenance Facility will be provided with new, independent domestic water services.

The west half of the golf course contains a comfort station and two drinking fountains that will get a domestic water and a new water meter service connection in Golden Springs Drive with approximately 1,700 linear feet of new pipe.

The east half of the golf course contains a comfort station, two drinking fountains, and the Maintenance Facility. Domestic water will be supplied by an existing water meter service near the clubhouse entrance with approximately 4,700 linear feet of new pipe. A fire service line will supply fire water to the turf maintenance facility hydrant and building sprinkler system with approximately 2,500 linear feet of new pipe. The fire water system will be provided a new connection to the water main located in Golden Springs Drive along with a new back-flow device.

B. Storm Drain Improvements

There are three major regional storm drain systems located within the Diamond Bar Golf Course (DBGC). The golf course is divided by Grand Avenue into two separate areas, east half with 12 golf holes and west half with 6 golf holes.

- 1) In the easterly half of the course, the runoff from the northeasterly portion of the DBGCC travels southwesterly and gets collected by an existing 8.75-ft (W) x 3.75-ft (H) Reinforced-Concrete-Box (RCB), which joins an existing double 6-ft (W) x 4-ft (H) RCB drain that runs westerly under the freeway. This drain was constructed in 1973 by Los Angeles County as golf course capital project No. 9971 and processed through Los Angeles County Flood Control District (LACFCD) as Miscellaneous Transfer Drain No. 478. From this drain, runoff is discharged to the northwest side of the freeway (Outlet 1). The tributary area includes the residential/commercial areas northeast of the golf course and residential areas located northeast of the State Route (SR) 57/60 freeway.
- 2) The runoff from the areas adjacent to and easterly of Grand Avenue are conveyed to an existing 7-ft (W) x 7-ft (H) RCB drain located in Grand Avenue. An existing 12-ft (W) x 12-ft (H) concrete cart tunnel is situated directly above the 7-ft (W) x 7-ft (H) RCB and serves as a golf cart path as well as an overflow conveyance that carries the flow to the westerly side of Grand Avenue. The runoff then travels southerly in an existing creek located within the Golf Course. The creek discharges the runoff into an existing triple 6-ft (W) x 6-ft (H) RCB culvert, which runs westerly underneath the freeway and joins the Diamond Bar Creek (Outlet 2).
- 3) In the southwesterly portion of the DBGCC, an existing 12-ft (W) x 4-ft (H) rectangular channel collects the surface runoff and conveys the flow southwesterly. The 12-ft (W) x 4-ft (H) rectangular channel transitions to a 12-ft (W) x 3-ft (H) RCB culvert, which then conveys the flow westerly underneath the freeway to the Diamond Bar Creek (Outlet 3). This channel is located within the Caltrans right of way and separated from the golf course by chain link fencing.

The storm drain facilities to Outlets 1 and 2 are within the existing golf course and will be reconstructed during the GOLF PROJECT and prior to the 57/60 Interchange Project. The plans for each drain will be reviewed, approved with permits issued by the Los Angeles County Department of Public Works, as well as Los Angeles County Flood Control District, in accordance with the Miscellaneous Transfer Drain (MTD) guidelines. The width of easements for the proposed storm drain facilities are set approximately 4-ft offset from the outside edge of the proposed RCB/RCP. The easements for Outlets 1 and 2 will be dedicated to the Los Angeles County Flood Control District (LACFCD).

- 1) The 8.75-ft (W) x 3.75-ft (H) RCB to Outlet 1 will be relocated and replaced by a double 6-ft (W) x 4-ft (W) RCB (Line B). Line B joins the existing double 6-ft (W) x 4-ft (W) RCB and discharges to Outlet 1. Line B will be located inside the County right-of-way and will be owned and maintained by the County of Los Angeles Flood Control District (LACFCD).
- 2) The 7-ft (W) x 7-ft (H) RCB will be re-aligned and replaced by a 120-inch RCP that transitions into a triple 6-ft (W) x 6-ft (H) RCB (Line A), which joins the existing triple 6-ft (W) x 6-ft (H) culvert located underneath the freeway. Line A discharges to Outlet 2 and will be located inside the County right-of-way and will be owned and maintained by the LACFCD.

- 3) The 12-ft (W) x 4-ft (H) rectangular channel to Outlet 3 is presently within the Caltrans right of way and maintained by Caltrans. It will be reconstructed furtherly southerly during the freeway project as an open rectangular channel. It will be within the right of way to be acquired for the freeway project. As such, the proposed replacement to Outlet 3 and will continue to be owned and maintained as a Caltrans facility. Caltrans will be requesting a maintenance access agreement with the County in order to cross thru the golf course and maintain this channel. In this manner, a dedicated access roadway along the entire length of the replacement channel will not be required.

C. Golf Course Maintenance Facility

The existing 4,500 square foot maintenance building and 17,500 square foot maintenance yard located in the easterly portion of the golf course and adjacent to the existing SR 57/SR60 freeway will be replaced at a new site which is more centrally located in the course and 800' westerly of the current location. Primary access will be maintained by constructing a 26' wide asphalt roadway from the westerly end of the Cube Smart property to the new location.

A new 9,000 SF replacement building to meet current standards will be constructed within a 33,000 SF maintenance yard and include the following:

1. Dedicated parking areas for golf course maintenance crew.
2. Permanent perimeter walls of masonry with automatic main entry gate.
3. Concrete paving at high traffic areas.
4. Storm, sewer, and water-conserving systems meeting present California code
5. New vehicle washing station and roof canopy.
6. Masonry bins for storing raw materials (sand, mulch, gravel)
7. Hazardous / chemical materials container on concrete pad.
8. Storage for large maintenance vehicles.
9. Designated and secure irrigation controller room.
10. Storage areas for tools and small machinery
11. Vehicle repair and maintenance area
12. Employee break area and kitchenette.
13. Toilets with accessible provisions, lockers, showers.
14. Supervisor maintenance office.
15. Roof: Asphalt shingle, class A.
16. Walls: Integral color cement plaster, fire resistant.
17. Windows: Powder coated aluminum
18. Fire sprinklers and monitored fire alarm system

Upon Completion of the new building, the existing structure will be demolished with the area and returned to turf. The existing sewer lift station will remain in service.

D. Irrigation System Replacement

The original irrigation system at the Diamond Bar Golf Course was installed in 1964 and upgraded in 1994 upon the availability of recycled water. The storage lake maintains a constant level of recycled water which is then conveyed to a pump station located on the easterly side of the lake.

The water is pressurized and delivered through a looped system on CL200 PVC mainline pipes and laterals to existing rotor style sprinklers. The system serves 144 acres of turf and utilizes 120V field controllers to send a low voltage signal along separate wires to each of the sprinkler rotors.

The green complex for all 18 holes is presently served from a separate domestic water “greens loop” to minimize the buildup of salts commonly experience with recycled water.

The system replacement includes:

- Replacement of 38,000 LF of mainline Pipe
- Replacement of 117,000 LF of lateral Pipe
- Individual head control – each sprinkler will be individually controlled to provide only the amount of water necessary for each irrigation cycle.
- Uniform spacing – the system has been engineered to provide the highest water application uniformity available.
- Replacement of domestic “greens loop” to all 18 green complexes.
- Central control computer system – every sprinkler head and valve will be managed from a central control computer to be located in the replacement maintenance facility. Hand-held devices will allow the maintenance staff to access the central in the field, maximizing the benefits of this powerful management tool.
- Weather station – an on-site weather station will measure climatic conditions and provide real time information to the central control computer. Each sprinkler head and irrigation program can then be set to provide only the water needed.
- The ability to only water greens and tees. During difficult water restriction episodes, the staff will have the ability to decide exactly which area of the golf course will receive water. Varying levels of restriction can be accommodated up to and including only greens and tees if absolutely necessary.
- The mainline and lateral pipe will be made of High-Density Polyethylene (HDPE).

The mainline pipe will be connected to the recently replaced pump station. The mainline piping network will be designed to limit the velocity of water to 5 feet per second, the industry standard. This piping network will provide recycled water to fairways, roughs, and tees. The potable mainline pipe will connect to 4 existing meter locations near the clubhouse along Golden Springs Drive and deliver this water source to greens and green surrounds only. A minimum 10’ horizontal separation of these water sources is part of the intended design, following Department of Environmental Health (DEH) requirements.

The Central Control System will be designed for 2-Wire technology with a small circuit board imbedded at or in the sprinkler in lieu of a controller. The communication cable will be used for both the small amount of power to turn the heads on and off as well as coordinate the operation of the system through data signals. The same wire will be used for power and data.

The sprinkler head layout is designed with a head spacing of 60’ equilateral triangular spacing. A distribution uniformity (DU) of over 85% is expected.

The footprint of the planned 57/60 Interchange improvements directly impacts approximately 30% of the existing irrigation system. Due to potential future improvements on the non-impacted

portions of the course, the construction drawings and specifications will be based upon a complete replacement of the irrigation system at the Diamond Bar Golf Course, except for the pump station which was upgraded in 2015.

The GOLF PROJECT will replace certain sections of existing mainline and lateral piping, mainline gate valves, lateral isolation valves, located outside the footprint due to the piping configuration and realignment of several golf holes. New low voltage wiring from field controllers located outside the footprint will be installed to some existing sprinkler heads. In addition, some controllers will be replaced beyond the footprint limit in order to accommodate additional stations to serve the retrofit sprinkler layout. Exhibit A1 and the referenced plans to be approved by PARKS contain the specific areas to be upgraded. A separate Betterment agreement is being considered for the upgrading of the remaining irrigation on the fairways and greens. All perimeter landscaping on the golf course will be protected in place and not modified or replaced.

E. Southern California Edison Transmission Pole and Distribution Line Relocation

In the westerly half of the Diamond Bar Golf Course (DBGC), Southern California Edison (SCE) operates two overhead 66kV high voltage transmission circuits which are oriented in an east-west direction. This overhead line crosses over the SR-60/SR-57 near the eastbound off-ramp at Grand Avenue. Both 66kV circuits are suspended by individual Tubular Steel Poles (TSP) located within a 50' wide easement recorded in deeds book 4706 page 125 of Official Records.

An existing TSP (No. 4330728E) is located 15' from the existing Caltrans right of way near the green on hole #7 and will be relocated. The location of this replacement TSP will be 95' easterly of the existing pole and adjacent to the back tee on the newly designated hole #9. This pole will be in line with the existing overhead transmission and remain with the existing SCE easement.

SCE crews or contractor will require access from the existing gated driveway located along the northerly side of Golden Springs Drive. Due to the size of the crane and delivery trucks, these vehicles will need to traverse the golf course itself. Recognizing the scale of this operation, the installation of the replacement TSP is expected to take 4-5 weeks and is scheduled during the latter portion of the GOLF PROJECT.

Within the easterly half of the Diamond Bar Golf Course (DBGC), Southern California Edison (SCE) operates a 12kV distribution line located along and adjacent to the southeasterly edge of the SR-60/SR-57 Freeway. This line originates underground at Grand Avenue as a duct bank of two 5" conduits and runs 350 feet easterly where the conduit rises on wooden pole No. 1780985E. From this pole, the 12kV line continues overhead 3,100' easterly to the neighboring Cube Smart Self Storage facility. Both portions of the underground and overhead facilities are within a 10' utility easement granted to SCE in 1987.

The planned freeway improvements impact the entire length of the existing 12kV facilities within the golf course. The relocation will be accomplished in two parts. SCE crews or its contractor will excavate and install two 5" PVC conduits from Grand Avenue easterly to the proposed maintenance facility. This duct bank will be encased in concrete and include electrical vaults

placed approximately 400'-500' on center. From the easterly side of the proposed maintenance facility, new wooden poles will be installed along the northerly side of the paved access roadway, to the easterly golf course property line. Electrical cables will then be installed within the underground ducts, vaults and overhead along the replacement poles. This new system will then be energized followed by the removal of the older system.

The alignment of the replacement 12kV distribution line will not interfere with the play of golf and has been set as close to the planned freeway improvements as possible. A 10' wide replacement easement will be acquired by SCE, who in turn will be required to vacate the 1987 easement. The physical relocation will be performed by SCE or its contractor during the GOLF PROJECT and is scheduled to be completed in order to provide overhead power to the proposed above ground, pad mounted transformer for the proposed maintenance facility.

SCE crews or contractor will be able to access the golf course using the drive aisle within the neighboring Cube Smart Self Storage facility. The relocation work is expected to take 10-12 weeks and is scheduled during the initial portion of the GOLF PROJECT.

SCE will be responsible for all fees incurred by County to review and approve easement documents, and legal descriptions, as per the estimated costs from LACDPW. SCE will be required to purchase the utility easement from County. This may require an appraisal due to the area required. SCE will be required to apply for and procure a Right of Entry Permit from Los Angeles County Department of Parks and Recreation.

F. Tunnel Under Grand Avenue Connecting the Two Sides of the Golf Course

Access rights will be required for the new tunnel connecting the two sides of the golf course under Grand Avenue. The old tunnel will end up under the land required for the freeway project. A new tunnel was constructed under the City of Industry Grand / Golden Springs Roadway Widening Project. The access tunnel rights are required for continued operation of the golf course by the County.

G. Project Delivery

All contractors will be required to apply for and procure a Right of Entry Permit from Los Angeles County Department of Parks and Recreation. Insurance and indemnification provisions will be as detailed in the Agreement between SGVCOG and Parks.

Exhibit A1

Plans for construction of the GOLF PROJECT

Refer to attached plans

Exhibit B

Terms for calculating loss of revenue for GOLF PROJECT

PARTIES agree that the Department of Parks and Recreation will be impacted by the Diamond Bar Golf Course closure and should receive commensurate revenue to account for the golf course closure and start-up. Below is a list of considerations that will need to be taken into any appraisal completed for the golf course closure.

1. **Green Fees:** Green fees are the primary revenue source for the golf course and should be evaluated to determine loss of revenue. As part of the revenue loss analysis, the appraiser shall take into account that on January 28, 2020, the Los Angeles County Board of Supervisors approved an increase in the Green Fees effective March 1, 2020 and tied future increases to the consumer price index on an annual basis.
2. **Utilities:** During the period of the golf renovation of the 17 months, SGVCOG shall pay PARKS for any additional utility costs related to the construction of the project. This shall include any rate increases that impact the Department.
3. **Golf Operator Compensation:** The appraiser shall take into consideration that the operator, under a management agreement will need to maintain the golf course facility during the golf closure, including the landscaping areas along frontal streets. Other facilities that will need to be maintained by the Golf Operator also include, but are not limited to, the various systems not under renovation including the lake pumps, the club house, tree maintenance, equipment repair, clubhouse lawns and systems. This involvement by the operator will include managing interests in upcoming events, tournaments, or banquet facility inquiries, despite the course closure. Costs incurred by the PARKS for this ongoing maintenance during the closure shall be paid for by the SGVCOG
4. **Banquet Facilities:** The banquet facilities will be shut down for the duration of the course renovation. The banquet facilities are rented on a regular basis for special events including weddings. With the golf course being turned into a construction area, it will be difficult for the Department to maintain any reservation system for the types of rental events that are held there. As a result, the banquet facility will need to remain closed during the construction period of 17 months. The loss of revenue from closing down the banquet facilities will need to be considered in an appraisal process. Additionally, it will take marketing activities after the golf course reopens to reestablish the banquet facility and that the established rental schedule will not resume to normal until after 6 months of the golf course reopening.
5. **Marketing:** Prior to and after the golf course is reopened, for a term to be agreed on, the SGVCOG shall support marketing activities needed to let the community and past golfers know that the golf course is open. With the golf closure of 17 months, many of the golfers will have established new places to go and PARKS will need marketing support to attract the golfers back to Diamond Bar and notify the community that the golf course is open, including an opening event. This will include the banquet facility promotion to reduce the amount of time needed to reestablish market presence upon reopening of the facility.

Exhibit C

Areas to be maintained by the SGVCOG during construction of the GOLF PROJECT

Refer to attached plans

Exhibit D

SGVCOG Contractor Insurance Requirements for GOLF PROJECT

1. All SGVCOG-Contractors will be required to maintain a Right of Entry (ROE) permit issued by PARKS.
 - 1.1. Without limiting the SGVCOG-Contractor's indemnification of COUNTY, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, SGVCOG-Contractor shall provide and maintain at its own expense, insurance coverage satisfying the requirements specified herein. These minimum insurance coverage terms, types and limits also are in addition to and separate from any other contractual obligation imposed upon SGVCOG-Contractor pursuant to this Agreement. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the SGVCOG-Contractor for liabilities which may arise from or relate to this Agreement.
 - 1.2. Certificate(s) of insurance coverage (Certificate) or other evidence of coverage satisfactory to the COUNTY shall be delivered to COUNTY prior to commencing construction of GOLF COURSE project. Such Certificates or other evidence shall:
 - 1.2.1. Specifically identify the ROE permit by name, number, project name and address.
 - 1.2.2. Clearly identify all insurance coverage types and limits required herein (or the specific ROE Permit) and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the SGVCOG-Contractor identified as the contracting party in the specific ROE permit. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions, and list any COUNTY required endorsement forms.
 - 1.2.3. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) and American Golf, its owners, affiliates, officers, directors, employees and agents ("The American Golf Parties"), or current Golf Management company as additional insureds for all activities arising from the specific ROE permit. COUNTY's additional insured status shall apply with respect to liability and defense of suits arising out of the SGVCOG-Contractor's acts or omissions, whether such liability is attributable to the SGVCOG-Contractor or to the COUNTY. The full limits and scope of protection of the SGVCOG-Contractor's policy shall apply to the COUNTY as an additional insured, even if they exceed the COUNTY's minimum insurance requirements herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies this and the other insurance requirement provisions herein.

1.2.4. Show the SGVCOG-Contractor's insurance policies, with respect to any claims related to the GOLF COURSE project (or the specific ROE permit), are primary with respect to all other sources of coverage available to SGVCOG-Contractor. Any COUNTY insurance and self-insurance coverage shall be excess of and not contribute to any SGVCOG-Contractor coverage. This may be evidenced by adding a statement to the additional insured endorsement required stating "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the COUNTY and the COUNTY's insurance and self-insurance coverage are in excess of and non-contributing to the Named Insureds coverage."

1.3. Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

COUNTY of Los Angeles Parks and Recreation
Planning and Development Agency
Sean Woods, Chief of Planning
1000 South Fremont Ave., Unit #40
Alhambra, CA 91803

Renewal Certificates shall be provided to COUNTY not less than ten (10) days prior to SGVCOG-Contractor's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required SGVCOG-Contractor and/or Sub-Contractor insurance policies at any time.

1.4. Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the SGVCOG-Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

1.5. SGVCOG-Contractor also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a SGVCOG-Contractor employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to SGVCOG-Contractor. SGVCOG-Contractor also shall promptly notify COUNTY of any third party claim or suit filed against SGVCOG-Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against SGVCOG-Contractor and/or COUNTY.

1.6. **Insurer Financial Ratings.** Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the COUNTY, with an A.M. Best rating of not less than A: VII, unless otherwise approved by the COUNTY.

1.7. **Waiver of Subrogation.** To the fullest extent permitted by law, the SGVCOG-Contractor waives its and its insurer(s) rights of recovery against COUNTY under all required insurance policies for any loss arising from or related to this Agreement. The

SGVCOG-Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

- 1.8. Cancellation of or Changes in Insurance:** SGVCOG-Contractor shall provide COUNTY with, or SGVCOG-Contractor's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.
- 1.9. Sub-Contractor Insurance Coverage Requirements.** SGVCOG-Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. SGVCOG-Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and SGVCOG-Contractor as additional insureds on the Sub-Contractor's General Liability policy. SGVCOG-Contractor shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 1.10. Deductibles and Self-Insured Retentions (SIRs).** Identify any deductibles or self-insured retentions (deductible/retentions) exceeding \$25,000. SGVCOG-Contractor's policies shall not obligate the COUNTY to pay any portion of any SGVCOG-Contractor deductible or SIR.
- 1.11. Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of the construction contract executed by SGVCOG with SGVCOG-Contractors. SGVCOG-Contractor understands and agrees it shall maintain such coverage for a period of not less than two (2) years following expiration, termination or cancellation of SGVCOG contract.
- 1.12. Application of Excess Liability Coverage.** SGVCOG-Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 1.13. Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 1.14. Alternative Risk Financing Programs.** The COUNTY reserves the right to review, and then approve, SGVCOG-Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

1.14.1. **COUNTY Review and Approval of Insurance Requirements.** The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures

2. INSURANCE COVERAGE REQUIREMENTS — TYPES AND LIMITS

2.1. Builder's Risk Course of Construction Insurance.

Such coverage shall:

2.1.1. SGVCOG-Contractor Shall Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO policy form CP 10 30), and be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing.

2.1.2. Be written on a completed-value basis and cover the entire value of the construction project.

2.2. General Liability Insurance. SGVCOG-Contractor's coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming COUNTY and American Golf as an additional insured, with limits of not less than:

General Aggregate:	\$ 6 million
Products/Completed Operations Aggregate:	\$ 6 million
Personal and Advertising Injury:	\$ 3 million
Each Occurrence:	\$ 3 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the PARKS.

2.3. Automobile Liability Insurance. SGVCOG-Contractor's coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of SGVCOG-Contractor's use of autos ON the COUNTY's property, including owned, leased, hired, and/or non- owned autos, as each may be applicable.

2.4. Workers Compensation and Employers' Liability Insurance or qualified self-insurance satisfying statutory requirements. SGVCOG-Contractor's coverage shall

provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the COUNTY for injury to the SGVCOG-Contractor's employees.

2.5. Contractor's Pollution Liability Insurance. SGVCOG-Contractor's insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated herein for removal of pollutant from the work site. SGVCOG-Contractor shall maintain limits not less than \$ 3 million per occurrence and \$ 6 million aggregate.

2.6. Asbestos Liability Insurance. If applicable, SGVCOG-Contractor's insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal or emission of asbestos, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of asbestos in compliance with governmental mandate or requests. Motor vehicle asbestos liability will be required under the Automobile Liability Insurance indicated herein if asbestos will be removed from the work site. SGVCOG-Contractor shall maintain limits not less than \$3 million per occurrence and \$6 million aggregate.

3. Performance Security Requirements. SGVCOG will require a surety bond from their Contractor for the value of the Project.



MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Mark Christoffels, Chief Engineer

DATE: July 27, 2020

SUBJECT: Approval of a Betterment Agreement with the County of Los Angeles for the proposed modification to the Diamond Bar Golf Course needed for the proposed improvements at the SR-57/SR-60 Interchange.

RECOMMENDATION: Staff recommends that the Committee authorize the Chief Engineer to execute the attached betterment agreement with Los Angeles County regarding work to be performed by the San Gabriel Valley Council of Governments (SGVCOG) on the Diamond Bar Golf Course owned by the County of Los Angeles County needed for the proposed improvements at the SR-57/SR-60 Interchange.

BACKGROUND: The SGVCOG is proceeding with a project to modify the County of Los Angeles owned Diamond Bar Golf Course. The proposed improvements to the Diamond Bar Golf Course (DBGC) are necessary to mitigate and minimize impacts from the SR-57/SR-60 Confluence Project, specifically the widening of the freeway into the current golf course. The planned freeway improvements directly impact six golf holes located along the freeway frontage and Grand Avenue. The proposed golf course project will realign and reconfigure the golf course to free up approximately 10 acres of freeway frontage that will be needed for the freeway project. The work on the golf course is being done in accordance with an agreement between the SGVCOG and the County of Los Angeles.

While this project will include the replacement of much of the existing irrigation system, not all of the existing irrigation facilities will need to be replaced. The County of Los Angeles desires to have the remaining irrigation system replaced concurrently with the work being done by the SGVCOG. A betterment agreement has been negotiated which will allow this additional work to be done concurrently and requires that the County reimburse the SGVCOG for all associated costs

BUDGET IMPACT: The estimated cost for the golf course irrigation modifications that the County desires to be done concurrently with the SGVCOG's project is \$1.6 million. The attached agreement requires the County to reimburse the SGVCOG for those associated costs.

ATTACHMENT:

- Betterment Agreement with the County of Los Angeles regarding the modification of the Diamond Bar Gold Course

BETTERMENT AGREEMENT
REGARDING THE MODIFICATION OF THE DIAMOND BAR GOLF COURSE
BY THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into and effective this _____ day of _____, 2020, by and between the COUNTY OF LOS ANGELES, a body corporate and politic of the State of California, (hereinafter referred to as COUNTY), the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority, (hereinafter referred to as SGVCOG), with the COUNTY and SGVCOG referred to herein collectively as PARTIES.

RECITALS

WHEREAS, SGVCOG entered into an agreement dated _____ with the COUNTY regarding the modification of the Diamond Bar Golf Course, hereinafter referred to as "GOLF PROJECT"; and

WHEREAS, COUNTY desires to have SGVCOG include irrigation modifications in conjunction with GOLF PROJECT as described in Exhibit "A" hereinafter referred to as "BETTERMENT"; and

WHEREAS, COUNTY proposes to reimburse SGVCOG for the actual cost SGVCOG incurs for the construction of BETTERMENT performed in conjunction with this AGREEMENT, estimated to be approximately One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000);

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

SECTION I

SGVCOG AGREES:

1. To deliver to PARKS for its review, comment, and acceptance, as appropriate, all necessary plans, and specifications, and to obtain approval thereof prior to BETTERMENT being advertised for construction bids. Signature of the BETTERMENT plans by the Los Angeles County Director of Parks and Recreation (DPR), or his/her designee, shall constitute COUNTY's acceptance of, and official approval of said plans.
2. To act as lead agency and obtain all environmental approvals as required for the BETTERMENT.
3. To obtain all required authorizations and permits from various government agencies necessary to construct the BETTERMENT.
4. To include BETTERMENT in the bid solicitation for GOLF PROJECT. BETTERMENT shall be shown as a bid alternate in the bid solicitation.

5. To include in the award of the base construction contract the BETTERMENT bid alternate, should COUNTY accept the bid alternate bid and obtain COUNTY approval prior to award of contract.
6. To assist with required construction management and inspection for BETTERMENT.
7. To track all construction costs for BETTERMENT separately from GOLF PROJECT.
8. To invoice the COUNTY on a monthly basis for BETTERMENT construction costs.
9. To furnish an accounting of final actual cost for BETTERMENT and provide COUNTY an invoice of the same within one hundred twenty (120) days after acceptance of BETTERMENT by SGVCOG and COUNTY.
10. Upon completion of BETTERMENT, to furnish COUNTY with a complete set of full-size as-built plans and an electronic copy of as-built plans of BETTERMENT within sixty (60) days of acceptance of work.

SECTION II

COUNTY AGREES:

1. To finance the entire construction cost of BETTERMENT, currently estimated to be One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000), the actual amount of which is to be determined by a final accounting of the construction cost of BETTERMENT.
2. To assist with SGVCOG's construction management and inspection and cooperate and consult with SGVCOG as required.
3. Upon completion of work by SGVCOG, to accept BETTERMENT.
4. To review the bids and determine if COUNTY will accept the BETTERMENT alternate bid and advise SGVCOG to include BETTERMENT bid alternative in the award of the contract,

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. That in the construction of BETTERMENT, SGVCOG will furnish a resident engineer to oversee BETTERMENT construction and COUNTY may furnish its own representative. Said representative and resident engineer will cooperate and consult with each other, but the decisions of SGVCOG's resident engineer shall remain the sole and primary direction to the contractor for all BETTERMENT work. If material changes to the approved plans

and specifications will impact BETTERMENT, the SGVCOG resident engineer will obtain the COUNTY's representative approval before authorizing said changes.

2. Prior to completion of BETTERMENT, under the terms of the GOLF PROJECT's agreement, SGVCOG will confer with COUNTY in good faith to obtain COUNTY's written concurrence that the BETTERMENT has been completed in substantial conformance with the approved plans and specifications.
3. The SGVCOG shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
4. The SGVCOG shall cause every SGVCOG-Contractor conducting work under this agreement to indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
5. The COUNTY shall indemnify, defend and hold harmless the SGVCOG, its employees, agents, and volunteers ("SGVCOG Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the SGVCOG Indemnitees.
6. During the term of this Agreement, SGVCOG shall be solely responsible for ensuring that every contractor conducting work under this agreement ("SGVCOG-Contractor") shall maintain a program of insurance coverage as set forth in Exhibit B
7. The term "liabilities" used in Section III, , shall mean any and all judgments, awards, claims, demands, liabilities, injury (as defined by Government Code Section 810.8), obligations, litigation, fines, penalties, fees (including, without limitation, expert witness fees, engineering and defense costs, and legal fees), costs (including, without limitation, any and all costs involved in instituting a direct condemnation proceeding, and any and all costs involved in defending an inverse condemnation proceeding, and any and all cost involved in an environmental cleanup or archaeological discovery), expenses (including, without limitation, attorneys' fees and court costs), proceedings, suits, and actions of whatever kind, and damages of any nature whatsoever (including, without limitation, bodily injury, death, personal injury, or property damage).
8. Prior to the start of BETTERMENT construction, which shall be defined for this

Agreement as the date on which SGVCOG executes a construction contract for GOLF PROJECT, including BETTERMENT, either PARTY may terminate this Agreement and all associated BETTERMENT work by sending a written termination request to the other PARTY and stating a date of termination that is no earlier than sixty (60) days after the date of the written termination request. If SGVCOG requests termination, all work on the BETTERMENT shall cease no later than the date of termination proposed by SGVCOG, and SGVCOG shall refund all payments made by COUNTY for BETTERMENT and cancel all further invoices to COUNTY. If COUNTY requests termination, SGVCOG shall respond to the written termination request by tabulating the actual cost and presenting to COUNTY, within thirty (30) days of the written termination request, all costs already incurred by SGVCOG. After COUNTY has reviewed the Final Cost Estimate, both sides will meet and confer in good faith to negotiate a final termination cost ("Final Cost"). Such Final Cost and associated termination schedule, and all related terms and conditions, will be included in a written amendment to this Agreement. Should COUNTY and SGVCOG be unable to agree on a Final Cost and termination schedule, COUNTY may unilaterally terminate this Agreement by paying to SGVCOG the actual amount of the work completed effective on the date identified in the COUNTY's written termination request.

9. Neither PARTY shall be liable to the other for any damages, delay costs, or termination costs of any type or a failure to perform any part of this Agreement due to causes beyond the control of either or both PARTIES. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts or inactions of Federal, State, or local governments including funding reductions or eliminations, fires, floods, and severe weather.
10. Every notice, demand, request, or other document or instrument delivered pursuant to this Agreement shall be in writing, and shall be either personally delivered, by Federal Express or other reputable overnight courier, or sent by certified United States mail, postage prepaid return receipt requested, to the addresses set forth below, or to such other address as a party may designate from time to time:

To COUNTY:

Los Angeles County Department of Parks and Recreation
Sean Woods, Chief of Planning
Planning and Development Agency
1000 South Fremont Avenue, Unit #40
Alhambra, CA 91803

To SGVCOG:

San Gabriel Valley Council of Governments
Mark Christoffels, Chief Engineer
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706

11. This Agreement constitutes the entire understanding and agreement of the PARTIES and

integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the subject matter hereof, and supersedes all negotiations or previous agreements between the PARTIES with respect to all or part of the subject matter hereof.

12. This Agreement may be amended in writing at any time by the mutual consent of the PARTIES. No amendment shall have any force or effect unless executed in writing by the PARTIES.
13. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless PARTIES would be materially altered or abridged by such interpretation.
14. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
15. Except as set forth herein, no signatory shall assign or otherwise transfer this Agreement or its right of interest or any part thereof to any third party without the prior written consent of the PARTIES. Such consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning signatory of its obligations until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the forgoing, this Agreement shall be binding upon and inure to the benefit of the assignee.

(Signature page immediately follows)

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their respective officers as of the date first written above.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Chief Executive Officer

ATTEST:

Secretary

APPROVED AS TO FORM:

SGVCOG General Counsel

COUNTY OF LOS ANGELES

Norma E. Garcia,
Acting Director Parks

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____, Deputy

Exhibit A

Term Sheet and Project Description for BETTERMENT

The BETTERMENT work consists of replacing the irrigation system areas shown in Exhibit A1 with the following:

- Replacement of 27,000 LF of mainline pipe
- Replacement of 82,000 LF of lateral pipe
- Replacement of 1,825 sprinkler heads with a small circuit board imbedded in each for individual control of the sprinkler run time during each irrigation cycle.
- Uniform spacing – the system has been designed with a head spacing of 60' equilateral triangular spacing with a distribution uniformity (DU) of over 85%.
- Upgrade from the use of individual field controllers to a Central Control Computer System whereby every sprinkler head and valve will be connected via a 2-wire communication cable to a central computer located in the replacement maintenance facility. The cable includes low voltage power to each sprinkler to operate the circuit board and valve. This upgrade allows for the use of hand-held devices will allow the maintenance staff to access the central in the field.
- Upgrade includes an on-site weather station to measure climatic conditions and provide real time information to the central control computer. Each sprinkler head and irrigation program can then be set to provide only the water needed.
- The central control computer provides the ability to only water greens and tees during periods of high temperatures and accommodate any water restriction events.
- The mainline and lateral pipe will be made of High-Density Polyethylene (HDPE) in lieu of PVC material.

The mainline pipe will be connected to the recently replaced pump station. The mainline piping network will be designed to limit the velocity of water to 5 feet per second, the industry standard. This piping network will provide recycled water to fairways, roughs, and tees. The potable mainline pipe will connect to 4 existing meter locations near the clubhouse along Golden Springs Drive and deliver this water source to greens and green surrounds only. A minimum 10' horizontal separation of these water sources is part of the intended design, following Department of Environmental Health (DEH) requirements.

Exhibit A1

Plans for construction of the BETTERMENT

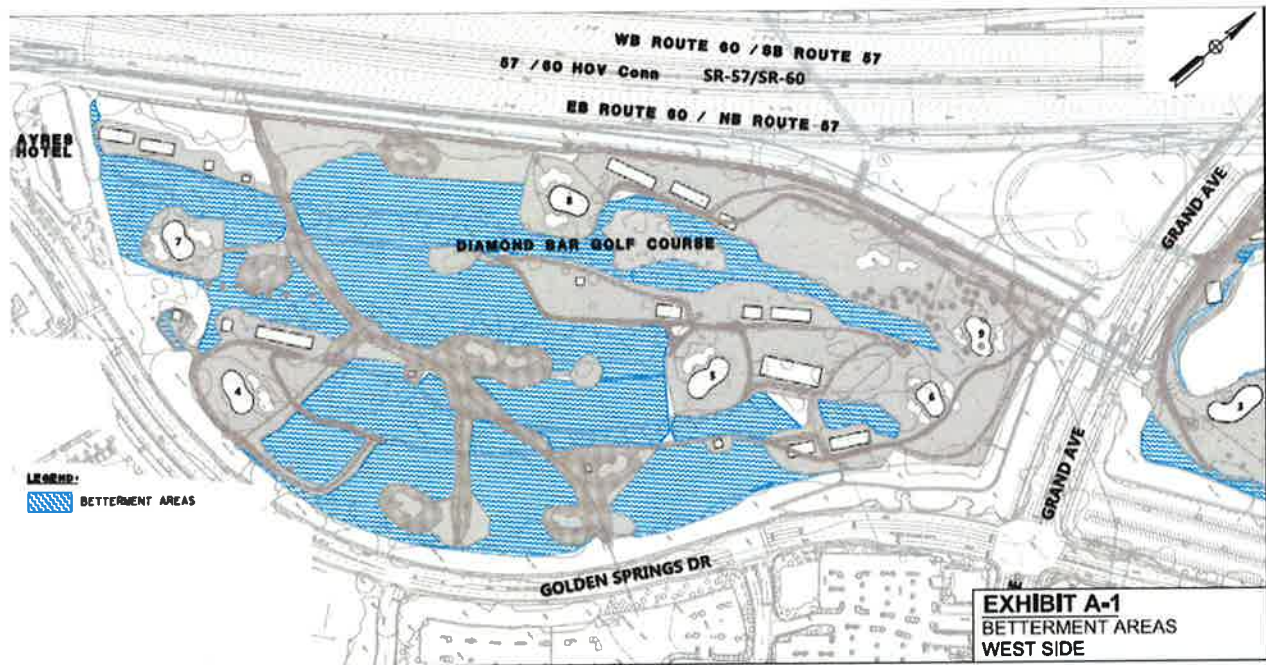


Exhibit B

SGVCOG Contractor Insurance Requirements for BETTERMENT

1. All SGVCOG-Contractors will be required to maintain a Right of Entry (ROE) permit issued by PARKS.
 - 1.1. Without limiting the SGVCOG-Contractor's indemnification of COUNTY, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, SGVCOG-Contractor shall provide and maintain at its own expense, insurance coverage satisfying the requirements specified herein. These minimum insurance coverage terms, types and limits also are in addition to and separate from any other contractual obligation imposed upon SGVCOG-Contractor pursuant to this Agreement. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the SGVCOG-Contractor for liabilities which may arise from or relate to this Agreement.
 - 1.2. Certificate(s) of insurance coverage (Certificate) or other evidence of coverage satisfactory to the COUNTY shall be delivered to COUNTY prior to commencing construction of BETTERMENT project. Such Certificates or other evidence shall:
 - 1.2.1. Specifically identify the ROE permit by name, number, project name and address.
 - 1.2.2. Clearly identify all insurance coverage types and limits required herein (or the specific ROE Permit) and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the SGVCOG-Contractor identified as the contracting party in the specific ROE permit. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions, and list any COUNTY required endorsement forms.
 - 1.2.3. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) and American Golf, its owners, affiliates, officers, directors, employees and agents ("The American Golf Parties"), or current Golf Management company as additional insureds for all activities arising from the specific ROE permit. COUNTY's additional insured status shall apply with respect to liability and defense of suits arising out of the SGVCOG-Contractor's acts or omissions, whether such liability is attributable to the SGVCOG-Contractor or to the COUNTY. The full limits and scope of protection of the SGVCOG-Contractor's policy shall apply to the COUNTY as an additional insured, even if they exceed the COUNTY's minimum insurance requirements herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies this and the other insurance requirement provisions herein.

1.2.4. Show the SGVCOG-Contractor's insurance policies, with respect to any claims related to the BETTERMENT project (or the specific ROE permit), are primary with respect to all other sources of coverage available to SGVCOG-Contractor. Any COUNTY insurance and self-insurance coverage shall be excess of and not contribute to any SGVCOG-Contractor coverage. This may be evidenced by adding a statement to the additional insured endorsement required stating "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the COUNTY and the COUNTY's insurance and self-insurance coverage are in excess of and non-contributing to the Named Insureds coverage."

1.3. Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

COUNTY of Los Angeles Parks and Recreation
Planning and Development Agency
Sean Woods, Chief of Planning
1000 South Fremont Ave., Unit #40
Alhambra, CA 91803

Renewal Certificates shall be provided to COUNTY not less than ten (10) days prior to SGVCOG-Contractor's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required SGVCOG-Contractor and/or Sub-Contractor insurance policies at any time.

- 1.4. Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the SGVCOG-Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 1.5. SGVCOG-Contractor also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a SGVCOG-Contractor employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to SGVCOG-Contractor. SGVCOG-Contractor also shall promptly notify COUNTY of any third party claim or suit filed against SGVCOG-Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against SGVCOG-Contractor and/or COUNTY.
- 1.6. **Insurer Financial Ratings.** Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the COUNTY, with an A.M. Best rating of not less than A: VII, unless otherwise approved by the COUNTY.
- 1.7. **Waiver of Subrogation.** To the fullest extent permitted by law, the SGVCOG-Contractor waives its and its insurer(s) rights of recovery against COUNTY under all required insurance policies for any loss arising from or related to this Agreement. The

SGVCOG-Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

- 1.8. Cancellation of or Changes in Insurance:** SGVCOG-Contractor shall provide COUNTY with, or SGVCOG-Contractor's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.
- 1.9. Sub-Contractor Insurance Coverage Requirements.** SGVCOG-Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. SGVCOG-Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and SGVCOG-Contractor as additional insureds on the Sub-Contractor's General Liability policy. SGVCOG-Contractor shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 1.10. Deductibles and Self-Insured Retentions (SIRs).** Identify any deductibles or self-insured retentions (deductible/retentions) exceeding \$25,000. SGVCOG-Contractor's policies shall not obligate the COUNTY to pay any portion of any SGVCOG-Contractor deductible or SIR.
- 1.11. Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of the construction contract executed by SGVCOG with SGVCOG-Contractors. SGVCOG-Contractor understands and agrees it shall maintain such coverage for a period of not less than two (2) years following expiration, termination or cancellation of SGVCOG contract.
- 1.12. Application of Excess Liability Coverage.** SGVCOG-Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 1.13. Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 1.14. Alternative Risk Financing Programs.** The COUNTY reserves the right to review, and then approve, SGVCOG-Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

1.14.1. **COUNTY Review and Approval of Insurance Requirements.** The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures

2. **INSURANCE COVERAGE REQUIREMENTS — TYPES AND LIMITS**

2.1. **Builder's Risk Course of Construction Insurance.**

Such coverage shall:

2.1.1. SGVCOG-Contractor Shall Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO policy form CP 10 30), and be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing.

2.1.2. Be written on a completed-value basis and cover the entire value of the construction project.

2.2. **General Liability Insurance.** SGVCOG-Contractor's coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming COUNTY and American Golf as an additional insured, with limits of not less than:

General Aggregate:	\$ 6 million
Products/Completed Operations Aggregate:	\$ 6 million
Personal and Advertising Injury:	\$ 3 million
Each Occurrence:	\$ 3 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the PARKS.

2.3. **Automobile Liability Insurance.** SGVCOG-Contractor's coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of SGVCOG-Contractor's use of autos ON the COUNTY's property, including owned, leased, hired, and/or non- owned autos, as each may be applicable.

2.4. **Workers Compensation and Employers' Liability Insurance or qualified self-insurance satisfying statutory requirements.** SGVCOG-Contractor's coverage shall

provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the COUNTY for injury to the SGVCOG-Contractor's employees.

2.5. Contractor's Pollution Liability Insurance. SGVCOG-Contractor's insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated herein for removal of pollutant from the work site. SGVCOG-Contractor shall maintain limits not less than \$ 3 million per occurrence and \$ 6 million aggregate.

2.6. Asbestos Liability Insurance. If applicable, SGVCOG-Contractor's insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal or emission of asbestos, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of asbestos in compliance with governmental mandate or requests. Motor vehicle asbestos liability will be required under the Automobile Liability Insurance indicated herein if asbestos will be removed from the work site. SGVCOG-Contractor shall maintain limits not less than \$3 million per occurrence and \$6 million aggregate.

3. Performance Security Requirements. SGVCOG will require a surety bond from their Contractor for the value of the Project.



MEMO TO: Capital Projects and Construction Committee Members and Alternates

FROM: Mark Christoffels, Chief Engineer

DATE: July 27, 2020

SUBJECT: Approval of a Construction Management Services Contract with Anser Advisory, LLC. for the Turnbull Canyon Road Grade Separation Project in the City of Industry and Unincorporated Los Angeles County.

RECOMMENDATION: Staff recommends that the Committee authorize the Chief Engineer to execute a construction management (CM) services contract with Anser Advisory, LLC. (Anser) for an initial task order in a not-to-exceed amount of \$140,000 for the for the Turnbull Canyon Road Grade Separation Project in the City of Industry and Unincorporated Los Angeles County.

BACKGROUND: The San Gabriel Valley Council of Governments (SGVCOG) in furtherance of the Alameda Corridor-East Project has been working on a project to construct a roadway overpass at the railroad crossing on Turnbull Canyon Road. Currently, design plans for the Turnbull Canyon Road Grade Separation Project are 95% complete and staff needs the services of a Construction Management firm to assist in constructability reviews and oversight of construction.

As construction manager for SGVCOG on this project, Anser services would include ensuring that the general contractor and subcontractors construct the project as designed, submit complete and accurate schedules for approval by SGVCOG, and adhere to these schedules during the life of the project. The CM is also responsible for the control of change work, through identification and quantification of work necessary for the project that is not included in the contract documents. Anser would also represent SGVCOG when negotiating change orders. CM services also include quality assurance and material quantity inspections, managing submittal reviews, monitoring of contractors' compliance with air quality, noise and debris control regulations, and local agency ordinance and permitting requirements.

Consistent with our procurement process, a Request-for-Proposals (RFP) was issued on October 29, 2019. The availability of the RFP was advertised in various publications (newspapers of local circulation, minority and business publications), posted on ACE and SGVCOG websites, as well as on our online bidding system. In addition, direct email notification was made to over 1025 firms who had previously expressed an interest in our projects. A pre-proposal conference was held on November 7, 2019, attended by 29 people. SGVCOG received six (6) proposals on December 16, 2019.

Responsive proposals were received from the following firms:

- AECOM
- Anser Advisory, LLC.

- Falcon Engineering
- Prescience Engineering
- TYLin International
- WSP USA

A 5-member Technical Evaluation Committee (TEC), consisting of three (3) SGVCOG staff and representatives from City of Industry and County of Los Angeles Department of Public Works respectively, all with relevant technical qualifications was convened to review the proposals. The TEC reviewed the written proposals and selected all three (3) firms submitted proposal to be interviewed.

Interviews were held on January 14, 2020. All firms interviewed were highly regarded, experienced and well qualified. The TEC ranked the team of Anser the highest.

Notices of staff's recommendation were sent to the other finalists on January 14, 2020. No protests were received.

The RFP was issued under the Small Business Enterprise (SBE) Program currently in place. Staff established a 16% SBE goal on the project. Anser is committed to meet or exceed the 16% SBE goal. Anser will be required to report all SBE participation achieved through the life of the contract.

Staff proceeded with negotiating task order 1 to be issued under this contract.

Task 1, Pre-construction CM services will include the following limited tasks:

- Constructability Analysis
- Construction Schedule Review
- Cost Estimate

Proposed costs for the above pre-construction CM services were compared with estimates independently prepared by staff. Staff recently concluded contract negotiations and is recommending approval of a not-to-exceed amount of \$140,000.

This authorization includes a 10% contingency allowance to the Chief Engineer in accordance with normal agency procedures. Any contract amount changes due to contract changes that exceed the Chief Engineer's authorization will be brought back to the Committee for further consideration and approval.

BUDGET IMPACT: Funding for the work contemplated under this contract is budgeted in the project with Measure R and SB1 funds.

ATTACHMENTS:

- Agreement No. 19-06 for Construction Management Services
- Task Order No. 1 for Pre-Construction Services

AGREEMENT NO. 19-06

AGREEMENT FOR

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

BY AND BETWEEN

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

AND

ANSER ADVISORY LLC

JULY 27, 2020

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
 AGREEMENT FOR
 CONSTRUCTION MANAGEMENT SERVICES
 FOR
 TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

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SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AGREEMENT FOR
CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT

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EXHIBIT "B"	SAMPLE TASK ORDER
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EXHIBIT "D"	SBE FORMS
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AGREEMENT NO. 19-06

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

BY AND BETWEEN

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND**

ANSER ADVISORY LLC

This AGREEMENT FOR **CONSTRUCTION MANAGEMENT SERVICES FOR TURNBULL CANYON ROAD GRADE SEPARATION PROJECT** BY AND BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND ANSER ADVISORY LLC (the "AGREEMENT"), is made and entered into effective as of the 27 day of JULY, 2020, by and between the San Gabriel Valley Council of Governments, a California Joint Powers Authority (the "SGVCOG") and ANSER ADVISORY LLC (the "CONSULTANT").

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 24 "TERMINATION OF AGREEMENT", this AGREEMENT shall remain in force from the effective date, as first shown above, and shall expire on June 30, 2026 and upon completion and acceptance of the **Construction Management Services for Turnbull Canyon Road Grade Separation Project**. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SUBCONTRACTORS.

CONSULTANT shall perform the services contemplated under this AGREEMENT using the resources available within its own organization and any subcontractors that have been authorized, in writing, by SGVCOG. Any substitution of subcontractors must be approved, in writing, by SGVCOG. Unless otherwise required by this AGREEMENT, any subcontract with a value in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) that is executed by CONSULTANT in connection with this AGREEMENT shall contain all of the provisions of this AGREEMENT that are applicable to subcontractors. CONSULTANT shall submit to SGVCOG a copy of each of its fully executed agreements with its subcontractors within fifteen (15) working days of the effective date of this AGREEMENT.

SECTION 3. SCOPE OF SERVICES.

A. EXHIBIT "A" describes the total SCOPE OF SERVICES that SGVCOG expects to assign to CONSULTANT over the term of the AGREEMENT. Individual TASK ORDERS, each covering a part of the total SCOPE OF SERVICES, will be issued to

CONSULTANT. SGVCOG expects to issue individual TASK ORDERs to CONSULTANT as required. CONSULTANT is only authorized to undertake services as described in each individual TASK ORDER. It is understood and agreed that the total SCOPE OF SERVICES is only an estimate and that the actual services collectively required of CONSULTANT through individual TASK ORDERs may be less than the SCOPE OF SERVICES. Further, it is understood and agreed that SGVCOG makes no guarantee; either express or implied, as to the actual task orders to be issued and total dollar value of all of the TASK ORDERs that will be authorized under this AGREEMENT.

- B. When SGVCOG determines that a TASK ORDER is required, SGVCOG will request that CONSULTANT prepare a draft TASK ORDER (sample attached as EXHIBIT "B ") identifying the services to be performed, deliverables, period of performance, proposed compensation (i.e. as a firm fixed price or as billing rates with a not-to-exceed budget ceiling), Small Business Enterprise ("SBE") goals, and other items, as appropriate. CONSULTANT shall provide the draft TASK ORDER to SGVCOG, which shall review the draft TASK ORDER and negotiate its contents with CONSULTANT. After agreement is reached regarding all items in the TASK ORDER, it shall be signed by representatives of both SGVCOG and CONSULTANT.
- C. CONSULTANT shall not undertake any work associated with a specific TASK ORDER until that TASK ORDER has been approved by SGVCOG, signed by SGVCOG and CONSULTANT and a notice to proceed has been issued by SGVCOG.
- D. The period of performance for each TASK ORDER will be in accord with the dates specified in the TASK ORDER. No TASK ORDER shall extend beyond the term of this AGREEMENT as specified in SECTION 1 and any TASK ORDER which purports to extend beyond the term of this AGREEMENT shall not be valid.
- E. Upon execution of a TASK ORDER by SGVCOG and CONSULTANT, the TASK ORDER shall be incorporated into and made a part of this AGREEMENT.

SECTION 4. CHANGES IN WORK

CONSULTANT shall make changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by SGVCOG, without additional compensation thereof. Should SGVCOG find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, CONSULTANT shall make such revision as directed by SGVCOG. Any revisions to satisfactorily completed work as directed by SGVCOG shall be considered as additional services and will be paid for as herein provided under Section 5.

SECTION 5. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT, which are in addition to or outside of those described in SECTION 3 above, unless such additional services are authorized in advance and in writing by SGVCOG. CONSULTANT shall be compensated for any such additional authorized services in the amounts and in the manner agreed to in writing by SGVCOG.

SECTION 6. RIGHT OF ENTRY

To perform the services described in this AGREEMENT, it may be necessary for CONSULTANT's employees, agents or subcontractors to enter upon and have ingress to and egress from various railroad crossing locations that are owned by or under the control of the UNION PACIFIC RAILROAD COMPANY ("RAILROAD"). Should CONSULTANT require access to RAILROAD, CONSULTANT shall apply for their own Right of Entry with RAILROAD ("RIGHT OF ENTRY AGREEMENT") under which, CONSULTANT's employees, agents, sub consultants will be allowed to enter at the permitted RAILROAD crossing locations. Prior to CONSULTANT's entry into RAILROAD crossing locations, CONSULTANT must review said RIGHT OF ENTRY AGREEMENT and execute CONTRACTOR's ENDORSEMENT, said execution shall not be unreasonably withheld, and any entry into RAILROAD crossing locations by CONSULTANT without execution of CONTRACTOR's ENDORSEMENT shall be a material breach of this AGREEMENT that may result in termination of this AGREEMENT and/or claims for damages and/or other legal or equitable remedies in accordance with SECTION 25 of this AGREEMENT. In the event of any inconsistency between this AGREEMENT and RIGHT OF ENTRY AGREEMENT, the terms of this AGREEMENT shall be controlling. Unless otherwise directed by SGVCOG, CONSULTANT shall channel all communications with RAILROAD through SGVCOG and all CONSULTANT requests for entry to grade crossings shall be made to SGVCOG, which shall obtain necessary approvals from RAILROAD.

SECTION 7. COMPENSATION AND METHOD OF PAYMENT

- A. The total compensation to be payable by SGVCOG to CONSULTANT under this AGREEMENT shall be based on executed TASK ORDERS issued by SGVCOG. There is no guarantee, either express or implied, as to the actual dollar value of services to be authorized through TASK ORDERS.
- B. CONSULTANT shall be compensated in the manner and amounts specified in Attachment "B" COMPENSATION" of each TASK ORDER attached hereto and made a part of this AGREEMENT. The total compensation due CONSULTANT for each TASK ORDER shall not exceed the amount set forth in the budget contained in Attachment "B" of each TASK ORDER unless additional compensation is approved in writing in advance by SGVCOG. CONSULTANT shall incur only such costs as are reasonable and necessary and in the best interests of SGVCOG. CONSULTANT agrees to use its best efforts to perform

the work specified in Attachment "A" SCOPE OF SERVICES of each TASK ORDER and all obligations under this AGREEMENT within any not-to-exceed limit specified in Attachment "B" in such TASK ORDER. Any costs incurred by CONSULTANT in excess of the aforesaid limitation without the express written consent of SGVCOG shall be at CONSULTANT's own risk. Reimbursements on subcontracts for goods and services shall be limited to the actual amount paid by CONSULTANT to the subcontractor(s). Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, which costs are included in the hourly rates payable to CONSULTANT.

- C. CONSULTANT's compensation for work under any awarded contract will be based on firm fixed hourly rates [which must include all overhead costs and a fee of the hourly cost rate] multiplied by the direct labor hours performed. CONSULTANT's compensation will be subject to a cap on total budget for each TASK ORDER. CONSULTANT's performance period will start on the date of the first Notice to Proceed issued to CONSULTANT. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are direct result of changes in the prevailing wage rates are reimbursable. These hourly rate limitations are applicable to all sub consultants as well.
- D. CONSULTANT shall notify SGVCOG in writing whenever CONSULTANT has reason to believe that within the following sixty (60) day period its total costs and/or compensation for any TASK ORDER will exceed seventy five percent (75%) of the budget for that TASK ORDER as identified in the applicable TASK ORDER Exhibit "B". As part of any such notification, CONSULTANT shall provide SGVCOG with written justification for and a revised estimate of the total cost to SGVCOG for the completion of such TASK ORDER.
- E. As soon as practical after the first day of each calendar month, but in no event later than the tenth (10th) of the month, CONSULTANT shall furnish to SGVCOG an original invoice. The invoice shall identify all compensation due CONSULTANT by SGVCOG for services performed in the previous month. Each original invoice shall also include sufficient supporting materials to enable SGVCOG to confirm that all claimed services have been properly completed and costs incurred as claimed by CONSULTANT. SGVCOG shall endeavor to pay the amount due CONSULTANT in full within thirty (30) days after receipt of invoice.

Each CONSULTANT invoice shall also be accompanied by a Program Report. Histogram and Production S-curve chart exhibits shall be furnished upon request. Program Reports shall be a narrative that includes, but is not limited to, a report of accomplishment(s) for the billing period; anticipated accomplishment(s) for the next billing period, and issues identified that may impact scope, schedule and budget. Production S-curve and Histogram charts shall depict planned and actual activities for (a) project manpower, (b) monthly cumulative expenditures

and (c) monthly expenditures versus percent complete. CONSULTANT invoices submitted without the required exhibits will be rejected by SGVCOG.

- F. SGVCOG shall independently review each invoice submitted by CONSULTANT to determine if said invoice is in compliance with all provisions of this AGREEMENT, including the budget and scope of services for each of the TASK ORDERS. All billings for services and for costs and expenses that are submitted by CONSULTANT under this AGREEMENT and any subcontractor costs and expenses billed under this AGREEMENT, if any, must be in accord with the Contract Cost Principles and Procedures of the Federal Acquisition Regulations 48 CFR Part 31 et seq. (the "FAR"), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18, the travel and subsistence rates authorized under the U.S. General Services Administration, and the Los Angeles County Metropolitan Transportation Authority's (Metro) funding guidelines. Any payments made to CONSULTANT and/or CONSULTANT's subcontractors that are determined by subsequent audit to be inconsistent with the budget for one or more TASK ORDERS and/or otherwise unallowable are subject to repayment by CONSULTANT and/or CONSULTANT's subcontractors to SGVCOG. The eligibility requirements for billings for services, costs and expenses, as described in this SECTION 7 (E), must be contained in all CONSULTANT subcontracts and all CONSULTANT subcontracts must also include a provision mandating reimbursement of SGVCOG for any costs for which payment has been made that are determined to be inconsistent with any TASK ORDER budget and/or determined by audit to be unallowable.
- G. In the event SGVCOG disputes any item in any invoice, SGVCOG shall notify CONSULTANT within thirty (30) days of receipt by SGVCOG of said invoice. SGVCOG shall process and endeavor to pay the undisputed portion of said invoice within thirty (30) days of receipt. CONSULTANT shall correct and resubmit any properly disputed portions of said invoice.
- H. Payment to CONSULTANT for services performed pursuant to this AGREEMENT shall not be deemed to waive any deficiencies in services performed by CONSULTANT.
- I. In accordance with the requirements of Metro, a SGVCOG funding source, SGVCOG will apply five percent (5%) retention to all payments made under this AGREEMENT. SGVCOG will make payment of CONSULTANT retained funds accumulated in any audit period, less any disallowance, no more than ninety (90) days after the issuance of a periodic or final audit report for CONSULTANT. SGVCOG will make a good faith effort to schedule an audit of CONSULTANT on at least an annual basis. After completion of each audit, SGVCOG will issue a Draft Audit Report to CONSULTANT. CONSULTANT and Sub consultant will be afforded thirty (30) days to review and respond to the Draft Audit Report. Upon resolution of any findings in the Draft Audit Report, a Final Audit Report will be issued. In the event CONSULTANT and Sub consultant fail to respond to or acknowledge the Draft Audit Report within thirty (30) days, SGVCOG will issue the

Final Audit Report. The Final Audit Report will not be subject to reconsideration by SGVCOG.

Neither pendency of a dispute nor its consideration by SGVCOG will excuse CONSULTANT and Sub consultant from full and timely performance, in accordance with the terms of this AGREEMENT.

- J. In lieu of said retention, CONSULTANT may establish, at CONSULTANT's own cost, an escrow account that will bear interest for the benefit of CONSULTANT to accept the deposit of those monies that otherwise would have been retained. Monies deposited to the escrow account less any disallowed amounts will be released to CONSULTANT after the issuance of the audit report of CONSULTANT and repayment by CONSULTANT of any disallowed amounts. CONSULTANT may alternatively deposit with the escrow agent securities equivalent in value to the monies that would have been retained. Said securities will be returned to CONSULTANT after the issuance of the audit report and after repayment by CONSULTANT of any disallowed amounts. SGVCOG shall approve the type of any securities to be provided by CONSULTANT, the escrow agent selected by CONSULTANT and the escrow agreement negotiated by CONSULTANT. None of the approvals by SGVCOG shall be unreasonably withheld.
- K. SGVCOG requires that prompt progress payments be made to all lower tier subcontractors in accordance with the requirements of Section 7108.5 of the California Business and Professions Code. CONSULTANT agrees to make a progress payment to each of its subcontractors for the respective amount allowed CONSULTANT on account of the work performed by the subcontractors work no later than seven (7) calendar days after CONSULTANT receives any progress payment from SGVCOG for the work of CONSULTANT's subcontractors.
- L. CONSULTANT agrees to make payment of subcontractor retained funds to subcontractors no later than seven (7) calendar days after SGVCOG pays any retained funds to CONSULTANT for work of CONSULTANT's subcontractors. CONSULTANT further agrees to pay each of its subcontractors all remaining retained funds within thirty (30) calendar days after each subcontractor's work is satisfactorily completed and a final invoice is submitted to CONSULTANT; provided, however, that CONSULTANT may withhold any retainage payments associated with invoice items that are in dispute. The prompt payment provisions of this paragraph shall be included in all of CONSULTANT's subcontract agreements.
- M. Interest payments made by CONSULTANT to subcontractors of CONSULTANT because of late payments by CONSULTANT are an unallowable cost under this AGREEMENT and will not be reimbursed by SGVCOG. Repeated and persistent failures by CONSULTANT to comply with the prompt payment policy of SGVCOG will be considered a material failure to comply with the terms of this AGREEMENT and may result in CONSULTANT being in default under SECTION 25.
- N. This AGREEMENT is subject to the requirements of the Caltrans Local

Assistance Procedures Manual related to audits, including pre-award, interim and post audits of the AGREEMENT and any amendments thereto, all of which shall be conducted consistent with the generally accepted government auditing standards prepared by the United States General Accounting Office and all of which shall utilize, among other guidelines, the cost principles and procedures outlined in the Federal Acquisition Regulation (48 CFR Part 31 et seq.). CONSULTANT and Sub consultants also agree to comply with all applicable federal requirements including 49 CFR Part 18, Uniform Administrative Requirements and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 et seq. or any other audit procedures or regulations are subject to repayment by CONSULTANT to SGVCOG. Pre-award audit recommendations will be included in the AGREEMENT or in the amendments prior to their execution. In the event SGVCOG or its funding agencies, conduct a post-award audit of the AGREEMENT or any amendments, in lieu of a pre-award audit, the following shall apply:

CONSULTANT's COST PROPOSAL, which is included in each executed TASK ORDER, is subject to a pre and/or post award audit, which shall be conducted consistent with the generally accepted government auditing standards prepared by the United States General Accounting Office and which shall utilize, among other guidelines, the cost principles and procedures outlined in the Federal Acquisition Regulation (48 CFR Part 31 et seq.). Subsequent to any pre and/or post award audit, SGVCOG, in the reasonable exercise of its discretion, may require that the COST PROPOSAL be amended by CONSULTANT to conform to any audit recommendations with any such amendments being subject to the approval of SGVCOG. CONSULTANT further agrees that individual items of cost identified or confirmed during the aforementioned audit shall be incorporated into the AGREEMENT at the request of SGVCOG, in its reasonable discretion. Refusal by CONSULTANT to incorporate audit recommendations or individual items of cost into the COST PROPOSAL subject to the above would be a failure to perform a material obligation of this AGREEMENT that could cause CONSULTANT to be in default of the AGREEMENT as described in SECTION 25.

CONSULTANT and Sub consultants' cost proposals and indirect cost rates (ICR) are subject to audits or reviews such as, but not limited to, an Incurred Cost Audit, and ICR Audit, or a Certified Public Accountant (CPA) ICR Audit Workpaper Review. CONSULTANT and Subconsultant are expected to fully cooperate and shall provide documents in a timely manner during the audit process.

SECTION 8. DEFICIENT SERVICES.

- A. CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT. CONSULTANT shall at all times competently, and, consistent with its ability, experience and talents, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by consulting firms engaged in providing services similar to those required of CONSULTANT under this AGREEMENT. SGVCOG may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by SGVCOG, CONSULTANT shall immediately re-perform, at its own costs, the services that are deficient. SGVCOG must notify CONSULTANT in writing of the existence of such deficient services within a reasonable time, not to exceed sixty (60) days after its discovery thereof, but in no event later than one (1) year after the completion of such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release CONSULTANT from any responsibility under this AGREEMENT.
- B. Any costs incurred by SGVCOG and/or CONSULTANT due to CONSULTANT's failure to meet the standards required by the AGREEMENT or CONSULTANT's failure to perform fully the tasks described in the SCOPE OF SERVICES which, in either case, causes SGVCOG to require that CONSULTANT perform again all or part of the SCOPE OF SERVICES shall be at the sole cost of CONSULTANT and, further, SGVCOG shall not pay any additional compensation to CONSULTANT for its re-performance.

SECTION 9. EQUIPMENT PURCHASES AND CONSULTANT SERVICES.

- A. Prior authorization, in writing, by SGVCOG's Chief Engineer or designee shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or consulting services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs. Three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- B. Any equipment purchased as a result of this AGREEMENT is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, SGVCOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit SGVCOG in an amount equal to its fair market value, or sell such equipment at the best prices obtainable at a public or private sale, in accordance with established SGVCOG procedures; and credit SGVCOG in an amount equal to the sales prices. If

CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SGVCOG and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved, in advance, by SGVCOG."

- C. All subcontracts in excess of twenty five thousand (\$25,000) shall contain all the provisions of this SECTION 9.

SECTION 10. OWNERSHIP OF DOCUMENTS.

All materials, information and data prepared, developed, or assembled by CONSULTANT or furnished to CONSULTANT by SGVCOG in connection with this AGREEMENT, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of SGVCOG. If requested, Data shall be given to SGVCOG. SGVCOG shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to CONSULTANT. Copies of Data may be retained by CONSULTANT but CONSULTANT warrants that Data shall not be made available to any person or entity for use without the prior written approval of SGVCOG. This warranty shall survive termination of this AGREEMENT for five (5) years.

SECTION 11. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to SGVCOG pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for not less than four (4) years from the date of final payment made to CONSULTANT by SGVCOG in accordance with this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.
- B. Any and all records or documents required to be maintained pursuant to this SECTION 11 shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by SGVCOG or its designated representatives or representatives of any governmental entity, including the Federal Highway Administration, Metro and Caltrans, that is providing funding for SGVCOG Project, if a portion of such funding is used to compensate CONSULTANT hereunder. Copies of such documents or records shall be provided directly to

SGVCOG for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

- C. Where SGVCOG has reason to believe that any of the documents or records required to be maintained pursuant to this SECTION 11 may be lost or discarded due to dissolution or termination of CONSULTANT's business, SGVCOG may, in writing, require that custody of such documents or records be given to SGVCOG and that such documents and records thereafter be maintained by SGVCOG.

SECTION 12. STATUS OF CONSULTANT.

- A. CONSULTANT is and shall at all times remain a wholly independent CONSULTANT and not an officer, employee or agent of SGVCOG. CONSULTANT shall have no authority to bind SGVCOG in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against SGVCOG, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by SGVCOG.
- B. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees or agents of SGVCOG, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of SGVCOG. In the event SGVCOG is audited by any Federal or State agency regarding the independent contractor status of Consultant's personnel and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between SGVCOG and Consultant or its personnel, Consultant agrees to reimburse SGVCOG for all costs, including accounting and attorney's fees, arising out of such audit and appeals relating thereto.
- C. Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to SGVCOG's employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.
- D. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relationship between SGVCOG and any subcontractors of CONSULTANT, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to SGVCOG for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to

pay its subcontractors is an independent obligation from SGVCOG's obligation to make payments to CONSULTANT.

SECTION 13. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees or agents of SGVCOG, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this SECTION 13.

SECTION 14. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION.

SGVCOG is a recipient of non-federal funds from state, county and local funding sources. A SBE Program has been established to ensure that small businesses have the maximum opportunity to participate in all of SGVCOG's non-federally funded contracts.

Eligible firms for participation under this program as an SBE must be a firm that is either certified as a small business as defined by the U.S. Small Business Administration size standards in accordance with 13 CFR Part 121, or certified as a DBE firm in accordance with 49 CFR Part 26 regulations.

SGVCOG will ensure that the following clause is placed in non-federally funded contracts:

The consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out all applicable requirements in the award and administration of the SBE Program. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SGVCOG deems appropriate.

A. Performance of SBE Contractors and other SBE Subcontractors/Suppliers

- i. A SBE will perform a commercially useful function if it is responsible for the execution of part of the scope of the work described in the AGREEMENT and carries out its responsibilities by actually performing, managing, and supervising the work involved. In order to perform a commercially useful function, a SBE must also be responsible for negotiating price, determining quality and quantity, ordering material, and installing (where applicable) and paying for any materials and supplies associated with the work that the SBE performs. To determine whether a

SBE is performing a commercially useful function, CONSULTANT must also evaluate the amount of work subcontracted to the SBE, industry practices, whether the amount the SBE is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

- ii. A SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SBE participation. In determining whether a SBE is such an extra participant, CONSULTANT should examine similar transactions, particularly those in which SBEs do not participate.
- iii. If a SBE does not perform or exercise responsibility for at least thirty percent (30%) of the work (measured by cost) it performs under the AGREEMENT with its own work force, or if the SBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, SGVCOG will presume that the SBE it is not performing a commercially useful function.

B. SBE Records

- i. CONSULTANT shall maintain records of materials purchased from and/or services supplied under all subcontracts entered into with certified SBEs, identified in Exhibit D-2. The records shall show the name and business address of each SBE or vendor and the total dollar amount actually paid each SBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. If CONSULTANT is a SBE it shall also show the date of work performed by its own forces along with the corresponding dollar value of the work.
- ii. “Quarterly SBE Subcontractors Paid Report Summary and Payment Verification” (EXHIBIT D-3):
 - a. If CONSULTANT is a SBE firm and/or has proposed to utilize SBE firms, CONSULTANT will be required to complete and submit a Quarterly SBE Report to SGVCOG by the 15th of each quarter until completion of the AGREEMENT to facilitate reporting of SBE participation. CONSULTANT shall report the total dollar value paid to SBEs for the applicable reporting period. CONSULTANT shall also report the SBE’s scope of work and the total subcontract value of commitment for each SBE reported.
 - b. CONSULTANT is required to submit a final SBE report no later than fourteen (14) calendar days after the receipt of final payment and retention from SGVCOG in order to facilitate reporting and capturing the final and actual SBE attainments.

- iii. CONSULTANT shall not to report the participation of SBEs toward the CONSULTANT's SBE attainment until the amount being counted has been paid to the SBE.
 - a. When a SBE subcontractor is terminated, or fails to complete its designated scope of work under the terms of the contract for any reason, CONSULTANT must make good faith efforts to find another SBE subcontractor to substitute for the original SBE.
- iv. Substitutions or additions of an approved SBE subcontractor to be performed by the approved SBE subcontractor must be requested in writing by CONSULTANT and approved by SGVCOG.

C. SBE Certification and De-certification Status

If a SBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONSULTANT in writing of the date of de-certification. If a subcontractor becomes a certified SBE during the life of the AGREEMENT, the subcontractor shall notify CONSULTANT in writing of the date of certification. Any changes brought to the attention of CONSULTANT shall be reported to SGVCOG within thirty (30) days.

Any changes in the ownership and/or certification status of a SBE subcontractor subsequent to contract award must be reported in writing within thirty (30) days to SGVCOG.

D. SBE Materials and Supplies

Materials or supplies purchased from SBEs will count towards SBE credit, purchases will count towards the SBE goal under the following conditions:

- i. If the materials or supplies are obtained from a SBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will count toward the SBE participation. A SBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the AGREEMENT and of the general character described by the specifications.
- ii. If the materials or supplies are purchased from a SBE regular dealer, sixty percent (60%) of the cost of the materials or supplies will count toward SBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the AGREEMENT, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk

items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- iii. In order to be considered a regular dealer, if the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
- iv. Credit toward SBE goals for materials or supplies purchased from a SBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

SECTION 15. FAIR EMPLOYMENT PRACTICES.

- A. During the performance of this AGREEMENT, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, sex, religious creed, national origin, age (over 40), ancestry, pregnancy, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition (e.g., cancer) or marital status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts under this AGREEMENT.

- B. CONSULTANT will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, actual or perceived sexual orientation, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees, notices provided by state and federal agencies regarding fair employment practices.

- C. CONSULTANT will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by representatives of any agency designated by the State of California to investigate or ascertain compliance with this SECTION 15 of this AGREEMENT.

- D. Remedies for willful violation:
 - i. SGVCOG may determine a willful violation of the fair employment provision of this AGREEMENT to have occurred upon receipt of a final judgment to that effect from a court in an action to which CONSULTANT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CONSULTANT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - ii. For willful violation of the fair employment provision of this AGREEMENT, SGVCOG shall have the right to terminate this AGREEMENT, either in whole or in part, and any loss or damage sustained by SGVCOG in securing the goods or services described herein shall be borne by and paid for by CONSULTANT and SGVCOG may deduct from any moneys due or that thereafter may become due to CONSULTANT, the difference between the price named in the AGREEMENT and the actual cost thereof to SGVCOG to cure CONSULTANT's breach of this AGREEMENT.

SECTION 16. NONDISCRIMINATION ASSURANCES.

- A. CONSULTANT hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d - 42 U.S.C. 2000d-4 (the "ACT"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 26.13, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (the "REGULATIONS"), the Federal-Aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the basis of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of CONSULTANT under this AGREEMENT. CONSULTANT hereby gives assurance that CONSULTANT and subcontractors will promptly take any measures necessary to effectuate this SECTION 16. Failure by CONSULTANT to carry out these requirements would

be a material breach of the AGREEMENT and may result in termination of the AGREEMENT in accordance with SECTION 25 or other actions by SGVCOG in accordance with SECTION 25.

B. CONSULTANT, without limiting the above general assurance, hereby gives the following specific assurances:

i. CONSULTANT agrees that each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or will be operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

ii. CONSULTANT shall insert the following notification in all solicitations for bids for work or material made in connection with this AGREEMENT and, in adapted form, in all proposals for negotiated agreements:

“CONSULTANT hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, religion, or disability in consideration for an award”.

iii. CONSULTANT shall insert the clauses of EXHIBIT “F” “NONDISCRIMINATION ASSURANCES IN SUBCONTRACTS” into every subcontract under this AGREEMENT.

iv. CONSULTANT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this AGREEMENT.

v. CONSULTANT shall provide for such methods of administering its obligations under the AGREEMENT as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that CONSULTANTS and its agents, subcontractors, and successors in interest will comply with all requirements imposed by, or pursuant to the ACT, the REGULATIONS, and this AGREEMENT.

SECTION 17. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against SGVCOG for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse SGVCOG for the cost of all such liabilities or sanctions imposed,

together with any and all costs, including attorneys' fees, incurred by SGVCOG in connection therewith.

SECTION 18. CONFLICTS OF INTEREST.

- A. CONSULTANT shall disclose any financial, business, or other relationship with SGVCOG that may have an impact upon the outcome of this AGREEMENT, or any ensuing SGVCOG **construction contracts**. CONSULTANT shall also disclose current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing SGVCOG **construction contracts** which will follow.
- B. CONSULTANT certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- C. Any subcontract in excess of twenty five thousand dollars (\$25,000) entered into as a result of this AGREEMENT shall contain all of the provisions of this SECTION 18.
- D. CONSULTANT certifies that it will NOT bid individually or as part of a team on any ensuing **environmental services and construction contracts** on any SGVCOG project covered by this AGREEMENT.
- E. CONSULTANT certifies that any sub consultant and any firm affiliated with CONSULTANT or sub consultants that earn revenue in excess of twenty five thousand dollars (\$25,000) in connection with this AGREEMENT will NOT be allowed to bid individually or as part of a team on any ensuing **construction contracts** on any SGVCOG project covered by this AGREEMENT.

SECTION 19. RESTRICTIONS ON LOBBYING.

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. By signing this AGREEMENT, CONSULTANT certifies, to the best of its knowledge and belief, that no state, federal or local agency appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or an employee of the Congress, or an employee of a Member of Congress in connection with this AGREEMENT (See Exhibit "G").
 - 2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this

AGREEMENT, CONSULTANT shall complete and submit all required lobbying disclosure forms and reports.

- C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT was executed. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The language of this SECTION 19 shall be included in all subcontracts that exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) in value and that all such subcontractors shall certify and disclose accordingly.

SECTION 20. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- A. All information gained or work products produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work products to persons or entities other than SGVCOG without prior written authorization from SGVCOG, except as may be required by law.
- B. CONSULTANT, its officers, employees, agents or subcontractors shall not, without prior written authorization from SGVCOG or unless requested by legal counsel to SGVCOG, voluntarily provide declarations, letters of support, and testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives SGVCOG notice of such court order or subpoena.
- C. CONSULTANT shall not issue any news release or public relations item of any nature regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by SGVCOG and receipt of SGVCOG'S written permission.
- D. If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then SGVCOG shall be indemnified by and have the right to reimbursement and CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.
- E. CONSULTANT shall promptly notify SGVCOG should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. SGVCOG retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate

fully with SGVCOG and to provide SGVCOG with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean that SGVCOG has an obligation to control, direct, or rewrite said response.

- F. All information related to the construction estimate is confidential until the opening of all construction bids and shall not be disclosed by CONSULTANT to any entity other than SGVCOG.

SECTION 21. INDEMNIFICATION.

- A. RAILROAD, SGVCOG along with its individual members, and their respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all losses, liabilities, claims, actions, demands, detriments, penalties, charges, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s) (including, but not limited to, employees, subcontractors, agents, and invitees of CONSULTANT, RAILROAD, SGVCOG along with its individual members, or any other person to whom a duty of care is owed), damage to or destruction of property, loss of use of property, economic loss of third parties or otherwise relating to, occurring as a result of, or allegedly caused during the term of this AGREEMENT by the negligence, or reckless acts or omissions or willful misconduct of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.
- B. If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from SGVCOG, shall defend INDEMNITEES at its expense by counsel acceptable to SGVCOG, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 22 shall ensure CONSULTANT's obligations under this SECTION 21, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this SECTION 21 shall survive the expiration or earlier termination of this AGREEMENT.
- C. The provisions of this SECTION 21 do not apply to CLAIMS occurring as a result of the sole negligence or willful misconduct of SGVCOG or of RAILROAD.

SECTION 22. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "H" INSURANCE and made part of this AGREEMENT and, unless waived by SGVCOG in its sole discretion, to require that all its subcontractors also obtain and maintain the insurance policies set forth in EXHIBIT "H". CONSULTANT insurance shall provide coverage for all activities under this AGREEMENT, whether performed by CONSULTANT or any subcontractors. The insurance policies shall name RAILROAD, SGVCOG and their respective elected and appointed boards, officials, officers, agents, employees and volunteers as "additional insureds" with respect to all liabilities arising out of CONSULTANT'S or subcontractors obligations under the AGREEMENT. All insurance policies shall be subject to approval by SGVCOG as to form and content. The insurance policy requirements as set forth in EXHIBIT "H" are subject to amendment or waiver if so approved in writing by SGVCOG. Upon request by SGVCOG, CONSULTANT agrees to provide certificates evidencing that CONSULTANT and its subcontractors have obtained the required policies.

SECTION 23. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. SGVCOG has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of SGVCOG. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling SGVCOG to any and all remedies at law or in equity, including summary termination of this AGREEMENT.

Notwithstanding any other provisions in this SECTION 23, SGVCOG may assign this AGREEMENT, in whole or in part, including performance of SGVCOG's duties and responsibilities, to a successor organization that will undertake the project(s) named herein and this AGREEMENT shall inure to the benefit of and shall be binding upon any such successor organization and CONSULTANT.

SECTION 24. TERMINATION OF AGREEMENT.

- A. SGVCOG may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress unless the written notice provides otherwise.
- B. If CONSULTANT is in default under this AGREEMENT, then, in addition to an other remedies, SGVCOG may terminate this AGREEMENT immediately upon written notice.

- C. Upon termination of this AGREEMENT, all property belonging to SGVCOG, which is in CONSULTANT's possession, shall be returned to SGVCOG. CONSULTANT shall furnish to SGVCOG a final invoice for work performed and reasonable expenses incurred up to the date that CONSULTANT was to cease work as provide in this AGREEMENT. CONSULTANT shall not be entitled to any claim for lost profits. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 7 of this AGREEMENT.

SECTION 25. DEFAULT.

If either CONSULTANT or SGVCOG fails to perform any material obligation under this AGREEMENT, the non-breaching party shall notify the breaching party in writing. Within thirty (30) days of receipt of such written notice, the breaching party shall commence curing such breach and shall diligently pursue such cure to completion. If the breaching party fails to diligently pursue such cure to completion, the breaching party shall be in default under the terms of this AGREEMENT. In the event that CONSULTANT is in default, SGVCOG shall not have any obligation or duty to continue compensating CONSULTANT for any services performed after the date of default, and SGVCOG, without limiting any other legal or equitable remedies available to it, shall be entitled to withhold from CONSULTANT amounts unpaid hereunder and to offset such amounts against damages or losses incurred by SGVCOG, including increased costs of services.

SECTION 26. CONSULTANT'S ENDORSEMENT.

CONSULTANT shall place its endorsement on all developed plans, estimates, specifications or any other engineering provided to SGVCOG.

SECTION 27. CONTINUITY OF PERSONNEL.

CONSULTANT may not replace key staff, set forth in CONSULTANT's Proposal, and included as EXHIBIT "I" "LIST OF KEY PERSONNEL" attached hereto, unless their employment is terminated or their replacement is agreed upon by SGVCOG. SGVCOG must approve replacement staff before the replacement staff are assigned to perform services under this AGREEMENT. SGVCOG reserves the right to request that CONSULTANT replace a staff person assigned to perform services under this AGREEMENT in the event SGVCOG, in its sole discretion, determines such a replacement is necessary. Replacement staff, in every case, are subject to SGVCOG written approval prior to assignment to perform services under this AGREEMENT.

SECTION 28. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this AGREEMENT.

SECTION 29. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, and acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 30. PATENT RIGHTS.

Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the AGREEMENT, as appropriate.

SECTION 31. COPYRIGHTS.

SGVCOG may permit copyrighting reports or other agreement products. If copyrights are permitted, the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

SECTION 32. LABOR COMPLIANCE REQUIREMENTS.

This AGREEMENT is subject to State prevailing wage requirements of the California Labor Code including Sections 1770 and 1773. All covered work classifications required in performance of this AGREEMENT will be subject to prevailing wage provisions. If there is a difference between the Federal and State wage rates, CONSULTANT and its subcontractors shall pay not less than the higher wage rate. CONSULTANT shall further adhere to the requirements contained in Exhibit "J" - Labor Compliance Provisions.

In order to demonstrate compliance if CONSULTANT provides employer sponsored fringe benefit packages to its employees, CONSULTANT must be able to show that CONSULTANT's payments on behalf of its employees to the benefit packages are equal to the aggregate fringe benefit credit amount specified in the applicable prevailing wage determination. In the event that CONSULTANT pays for a total fringe benefit package in an amount less than the aggregate credit allowed in the prevailing wage determination, CONSULTANT must pay the difference directly to the employee. However, in no event will employer payments in excess of the amount specified as the total for fringe benefits be used to reduce the basic wage rate paid to the employee. Additionally, payments in excess of the basic hourly prevailing wage rate may be credited towards the fringe benefit payment requirement.

This matter is addressed in Section 16200 of the California Code of Regulations (CCR) and is cited in pertinent part:

"...(I) Credit Available For Actual Payment of Fringe Benefit Costs up to the Prevailing Amount. The contractor obligated to pay the full prevailing rate of per diem wages may

take credit for amounts up to the total of all fringe benefit amounts listed as prevailing in the appropriate wage determination. This credit may be taken only as to amounts which are actual payments under Employer Payments Section 16000(1)-(3). In the event the total of Employer Payments by a contractor for the fringe benefits listed as prevailing is less than the aggregate amount set out as prevailing in the wage determination, the contractor must pay the difference directly to the employee. No amount of credit for payments over the aggregate amount of employer payments shall be taken nor shall any credit decrease the amount of direct payment of hourly wages of those amounts found to be prevailing for straight time or overtime wages..."

SECTION 33. SAFETY.

CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SGVCOG. CONSULTANT shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to Section 591 of the California Vehicle Code, SGVCOG has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this AGREEMENT, shall contain all of the provisions of this Section 33.

SECTION 34. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.

In accordance with Public Contract Code 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt by court by a federal court has been issued against CONSULTANT within the immediately preceded two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

SECTION 35. EVALUATION OF CONSULTANT.

CONSULTANT'S performance will be evaluation by SGVCOG in interim basis. At the discretion of SGVCOG, a copy of the evaluation may be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract files.

SECTION 36. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any default of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent default or violation of any provision of this AGREEMENT. Acceptance by SGVCOG of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 37. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by facsimile, or overnight delivery service or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG:

Mr. Mark Christoffels
Chief Engineer
San Gabriel Valley Council of Governments
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
Telephone: (626) 962-9292
Facsimile: (626) 962-3552

With a copy to:

Mr. David DeBerry
General Counsel
San Gabriel Valley Council of Governments
c/o Woodruff Spradlin & Smart, A Professional Corporation
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626-7670
Telephone:(714) 415-1088
Facsimile: (714) 415-1188

To CONSULTANT:

Craig Halvorson
Regional Managing Director
Anser Advisory LLC
1820 E. First Street, Suite 410, Santa Ana, CA 92705
Telephone: (714) 404-5465

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, if mailed three (3) days after deposit of the same in the custody of the United States Postal Service or if via overnight delivery, on the date one (1) day after deposit of same to overnight delivery service.

SECTION 38. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 39. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by CONSULTANT and by SGVCOG. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 40. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

SECTION 41. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 42. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provisions.

SECTION 43. COVENANT AGAINST CONTINGENT FEES.

CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT to solicit or secure this AGREEMENT and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this AGREEMENT. For breach or violation of this warranty, SGVCOG, in its sole discretion, shall have the right to terminate this AGREEMENT without liability, or at its discretion to pay only for the work performed or to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 44. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SGVCOG employee. For breach or violation of this warranty, SGVCOG shall have the right, in its sole discretion, to terminate the AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

SECTION 45. CONSULTANT DESIGN STANDARDS

NOT USED

SECTION 46. DISPUTES.

- A. Any dispute, other than audit, concerning a fact arising with the work that is not disposed of by AGREEMENT shall be referred for a determination by SGVCOG Project Manager or his designee, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SGVCOG Chief Engineer of unresolved disputes, other than audit. The request for review may be submitted verbally or in writing.
- C. Neither the pendency of a dispute, nor its consideration by SGVCOG will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

SECTION 47. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has/have the authority to execute this AGREEMENT on behalf of his/her/their organization and warrants and represents that he/she/they has/have the authority to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 48. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "K", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and SGVCOG prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 49. SIGNATURES.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT ANSER ADVISORY LLC

By _____

Title Regional Managing Director

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By _____

Title Chief Engineer

APPROVED AS TO FORM:

Counsel to SAN GABRIEL VALLEY COUNCIL
OF GOVERNMENTS

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "A"

SCOPE OF SERVICES

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

SCOPE OF SERVICES

Construction Management Services for Turnbull Canyon Road Grade Separation Project

The scope of services will be to provide Construction Management (CM) Services for the Turnbull Canyon Road Grade Separation Project located in the Union Pacific Railroad (UPRR) right of way in the City of Industry and Unincorporated County of Los Angeles, and UPRR Los Angeles Subdivision.

Work will be ordered and controlled through the issuance of Task Orders. Task Orders for CM Services under the contract awarded as a result of this solicitation may occur in parallel, may overlap, or may occur in sequence, depending on the San Gabriel Valley Council of Government's (SGVCOG) overall project schedule.

All work is to be performed in accordance with the SGVCOG's Project Procedures/Resident Engineer Manual, which is incorporated herein by reference, and made a part of this AGREEMENT No. 19-06 for Construction Management Services for the Turnbull Canyon Road Grade Separation Project.

Below is a discussion of the general requirements and services anticipated by SGVCOG that will be applicable to all at-grade crossing improvement, unless otherwise indicated.

TASK 1 - PRE-CONSTRUCTION SERVICES

1.1 Resident Engineer's Manual: The CONSULTANT shall become familiar with the RE Manual and shall follow and enforce all processes and procedures identified within the document, as may be amended from time to time.

1.2 Constructability Analysis: Prior to the start of this subtask, SGVCOG and CONSULTANT shall identify and agree upon the detailed scope of services to be performed under the constructability analysis. CONSULTANT shall perform constructability analyses at design levels as requested by SGVCOG. The analyses shall include the use of approved checklists as provided by SGVCOG. CONSULTANT shall provide results to SGVCOG and shall participate in review meetings. CONSULTANT shall conduct back-checks as necessary to the constructability analyses to ensure that all items have been addressed in the design prior to release for bid.

1.3 Construction Schedule: CONSULTANT shall prepare a draft construction schedule prior to release of IFB bid to validate the construction duration proposed in the bid documents.

1.4 Cost Estimate: Prior to release of bid documents, CONSULTANT shall prepare an independent cost estimate validating the Design Consultant's estimate and provide at time of bid a bid analysis for balance bids received.

1.5 Submittal Log: CONSULTANT shall review the design drawings and specifications and prepare a comprehensive Submittal Log identifying all required submittals.

1.6 Bid Support: SGVCOG will be responsible for the bidding and award of the project. During the bidding process, SGVCOG will require CONSULTANT to assist in developing the project specific front end documents of the specifications including but not limited to Division 00 and 01, packaging of the bid documents, conducting the pre-bid conference and job walk, and answering questions from bidders including but not limited to construction methods, phasing, and utility coordination.

1.7 Early Utility Coordination: As directed by SGVCOG, CONSULTANT shall be responsible for coordination/inspection of early construction activities, including utility relocations. This task may include inspection and survey services to ensure that the utilities are correctly placed within designated easements and at designated depths. CONSULTANT shall document with as built plans the locations of all utilities placed prior to the commencement of the project's construction contract to ensure that these utilities are protected in place upon commencement of construction.

1.8 Pre-Condition Survey: CONSULTANT shall document the existing condition of the contract work site prior to any construction activities. Documentation will include the use of photographic/videographic records.

1.9 Pre-Construction Meeting: Prior to the beginning of construction, CONSULTANT will be responsible for conducting a Pre-construction meeting with Contractor, SGVCOG, UPRR, City of Industry, Los Angeles County Public Works, Los Angeles County Flood Control District, Los Angeles Sanitation District, Army Corps of Engineers and other third parties, to go over the expectations, responsibilities matrix, change order procedures, document management system, schedules and updates, third party incident/accident forms, third party coordination, media process, and the emergency response process etc.

1.10 Construction Schedule Review: Prior to the beginning of construction, CONSULTANT shall be responsible for conducting a scheduling meeting with Contractor, SGVCOG, UPRR City of Industry, Los Angeles County Public Works, Los Angeles County Flood Control District, Los Angeles Sanitation District, Army Corps of Engineers and other third parties, to go over the proposed construction schedule. CONSULTANT shall review, comment, and approve the Contractor's baseline construction schedule.

1.11 Special Work Assignments: CONSULTANT shall be required to perform special work assignments. The budget under this task will be used only upon SGVCOG's written authorization and will be tracked separately with proper

documentation of the effort required to complete the special work assignment. CONSULTANT will prepare a scope and its associated cost and obtain SGVCOG's written approval prior to commencement of any special work assignment task.

TASK 2 – CONSTRUCTION–PHASE SERVICES

CONSULTANT shall perform Task 2 – Construction-Phase Services in accordance with the requirements of the RE Manual. Below are listed various subtasks within the Construction-Phase Services. CONSULTANT should refer to the RE Manual for a complete description of the requirements of the work under each of the subtasks.

SGVCOG requires that CONSULTANT shall use the current version of Procore Construction Management software to manage and administer the assigned construction contracts in accordance with the requirements of the RE Manual.

2.1 Progress Management: CONSULTANT shall be responsible for ensuring the Construction Contractor(s) follow their respective schedules and accomplish their work on time. Some elements of work include:

- A. Monitoring the status of permits, submittals, shop drawings, material procurement and delivery.
- B. Identifying potential schedule slippages, notifying the Construction Contractor(s), and discussing their recovery plans, and making recommendations to SGVCOG regarding corrective action plans.
- C. Assisting the Construction Contractor(s) in coordination and issue resolution with agencies, the designer and utilities.

2.2 Progress Schedule: CONSULTANT shall review, comment, and approve the Contractor's construction schedule updates. CONSULTANT shall perform Time Impact Analyses, review and approve Recovery Schedules, and review and approve the As-Built Schedules. These schedules shall be reviewed for accuracy including work accomplished, reasonableness of forecasted completion durations based on production rates achieved to date, and compliance with the Contract Documents including milestones. CONSULTANT shall develop a cost loaded schedule analysis on a monthly basis for use in the claims support services required by SGVCOG.

2.3 Changes/Claims: CONSULTANT shall recommend and implement change order and claim avoidance practices. CONSULTANT shall analyze, prepare a cost estimate, negotiate, and process changes and claims in accordance with procedures provided by SGVCOG. SGVCOG will review CONSULTANT's schedule analysis on delay claims, including the cost of delay. SGVCOG will provide policy guidance on contract administration and conduct technical reviews of proposed change orders.

2.4 Construction Safety: SGVCOG has a programmatic Safety and Health Plan. In accordance with SGVCOG's Safety and Health Plan, CONSULTANT shall provide

the services of a Safety Officer as needed depending on contractor's assigned Safety and Health Plan and personnel on the jobsite.

The Construction Contractor will prepare a contract-specific Safety Plan in accordance with the programmatic Safety Plan. CONSULTANT shall review the Construction Contractor's Safety Plan, recommend changes, and when complete, recommend approval by SGVCOG. CONSULTANT shall monitor the Construction Contractor's compliance with the Contractor's safety program, and shall stop the work whenever safety conditions warrant. CONSULTANT shall document safety concerns and corrective actions taken.

In the event of an accident, both CONSULTANT and CONSULTANT's Safety Officer will prepare accident reports as required in SGVCOG's Safety and Health Plan. This is in addition to any accident reports required of the Construction Contractor.

CONSULTANT shall be responsible for ensuring compliance with all UPRR safety regulations, and shall ensure that all workers are current on Roadway Worker Safety training.

2.5 Utility Coordination: CONSULTANT shall provide utility inspection and coordination, as needed in order to resolve all technical issues related to affected utilities, and to include third party utility relocations that are required prior to the start of construction. This is in addition to the Construction Contractor's scope which includes utility coordination and technical issue resolution for all affected utilities as required in the Contract Documents. Upon SGVCOG's request, CONSULTANT shall provide additional services on an as-needed basis to assist SGVCOG in verifying additional work charges by third party utility companies.

2.6 Coordinate Flagpersons and Watchpersons: CONSULTANT shall coordinate and effectively schedule UPRR flagpersons and watchpersons to provide protection to work crews and equipment on the worksite.

2.7 Quality Assurance: CONSULTANT shall provide resident engineering and quality assurance inspection services to ensure that the work is performed, constructed, and coordinated in accordance with the Contract Documents, applicable codes, applicable regulatory requirements, and applicable permits.

CONSULTANT shall verify that materials incorporated into the work comply with the specifications.

2.8 Materials Testing and Support Services: CONSULTANT shall provide materials testing for both Quality Control and Quality Assurance inspection services using 2 separate and independent firms to conduct these services of the work. CONSULTANT shall follow SGVCOG's Quality Assurance Program Manual (QAP) in providing these services. The testing laboratory selected by CONSULTANT shall provide certification to SGVCOG affirming that it is capable of performing testing in conformance with SGVCOG's QAP and is Caltrans accredited. Additionally, the testing-

laboratory's Quality Control and Quality Assurance Program will be subject to review and approval by SGVCOG.

CONSULTANT shall provide assistance to witness such testing, when required. CONSULTANT shall deliver to the Construction Contractor test results and shall order re-test on materials that fail the first test, if requested by the Construction Contractor. CONSULTANT shall keep an accounting of the costs of such re-tests and shall deduct this amount from the Construction Contractor's progress payment application.

2.9 Environmental Services: CONSULTANT shall ensure the Construction Contractor's compliance with environmental permits, regulatory requirements, construction environmental controls, and mitigation measures. CONSULTANT shall enforce sound environmental management practices (including, but not limited to, dust, noise, vibration, and erosion control).

2.10 Progress Payments: CONSULTANT shall review and approve/reject the Construction Contractor's monthly progress payment requests in accordance with the General Provisions of the Contract Documents and California statutes. Upon receipt of progress payment application from the Construction Contractor, CONSULTANT will review and approve or return the progress payment application within seven (7) days. Upon approval, CONSULTANT will forward the progress payment application to SGVCOG for payment.

CONSULTANT shall also recommend withholdings or back-charges. CONSULTANT shall also maintain a schedule of earnings for the record file.

2.11 Submittals, Requests for Information (RFIs) and Nonconformance Reports (NCRs): CONSULTANT shall review all submittals and RFIs for quality and completeness prior to forwarding. CONSULTANT shall process and track all Construction Contractor submittals and RFIs using the current version of Procore Construction Management software suitable for this purpose.

CONSULTANT shall generate and process NCRs for quality completion of the work.

2.12 Conferences / Meetings: Other than the Pre-construction meeting as described in Task 1.9, CONSULTANT shall also conduct all meetings and conferences necessary to progress the work. These shall include, but not be limited to, the following:

- Monthly progress report meetings/presentations at SGVCOG's office.
- Weekly progress / issue-resolution meetings
- Readiness Review meetings (as needed)
- Weekly and monthly safety meetings (as needed)
- Third-party coordination meetings

2.13 Reports and Records: CONSULTANT shall organize and track project information as required in Procore Construction Management software and in accordance with RE Manual.

A. CONSULTANT shall prepare a monthly report to be incorporated in the SGVCOG's Monthly Summary Status Report and Detailed Cost / Schedule Report.

B. CONSULTANT shall maintain daily job diaries, field change notices, drawing registers / drawing control logs, and other records to document the project. At a minimum, the daily job diaries shall include work accomplished; materials accepted and basis for acceptance; personnel, equipment, and subcontractors present on site; and deficiencies noted.

C. CONSULTANT shall maintain progress and record photographs.

D. CONSULTANT shall ensure that appropriate documentation is provided for changed conditions, requests for information, requests for deviations, non-compliant and non-conforming materials, and potential claims (Task 2.3). All such requests shall be communicated to SGVCOG and resolved by CONSULTANT expeditiously.

E. CONSULTANT shall prepare reports, including Weekly Progress Meeting Reports, Monthly Manpower Reports, Work Projection Reports, Delay Reports (as occurring), Deficiency Logs, Contract Status Reports, Evaluation of Claims, Evaluation of Requests for Change Orders, and reports covering other project-relevant matters.

F. Meeting minutes shall include the documentation of issues discussed, assignment of action items, due dates, and solutions to issues.

G. CONSULTANT shall maintain all Stop Notices and Preliminary 20-Day Notices submitted by contractors. CONSULTANT shall provide copies of all the notices to SGVCOG within five (5) calendar days after receipt of such notices.

2.14 Traffic Control and Traffic Handling Plans: CONSULTANT shall review traffic control and traffic handling plans prepared by the Construction Contractor prior to forwarding them to the local agencies for approval. CONSULTANT shall be responsible for coordination with the local agencies to resolve any technical issues delaying the local agency review process.

2.15 Survey Support (QA): CONSULTANT shall monitor the Construction Contractor's compliance with surveying requirements (especially pre-placement surveys). CONSULTANT shall verify the Construction Contractor's layouts and controls, spot check reference points and finished work, and monitor settlement or movement of existing facilities, if required. Construction control survey points will be provided and CONSULTANT will be responsible for providing quality assurance of the Construction

Contractor's work. CONSULTANT may also be required to provide initial layout in the event of preconstruction utility relocations are required by various utility companies are needed.

2.16 Railroad Force Account: SGVCOG will coordinate railroad force account activity required for the project. CONSULTANT shall be required to record force account work, including crew size, equipment and materials, and use that data to review UPRR bills to ensure that charges are appropriate.

2.17 Public Affairs: As requested, CONSULTANT shall provide assistance to SGVCOG for community outreach activities related to construction activity as needed in concert with our existing community outreach consultants.

2.18 Document Control: CONSULTANT shall adhere to the Document Control Procedures and processes established in the RE Manual. CONSULTANT shall maintain hard-copy files and a Procore Construction Management software based correspondence control register for all documents including correspondence, contract drawings, RFI's, submittals, standard forms and reports.

2.19 Contractor Insurance: SGVCOG will receive and evaluate the Construction Contractor's initial certificates of insurance. Prior to construction NTP, the files will be turned over to CONSULTANT who will be responsible for tracking the policies, ensuring policies are renewed.

2.20 Labor Compliance and SBE Monitoring: SGVCOG will be responsible for performing the bulk of the labor compliance and SBE monitoring. The Construction Contractor and subcontractors shall submit the certified payrolls and other required reports directly to SGVCOG, CONSULTANT shall support SGVCOG by coordinating with the Construction Contractor, if needed, to obtain the necessary documents for both labor compliance and SBE compliance reports. CONSULTANT shall be knowledgeable about the Contractor's SBE program, and the scope of work for each SBE subcontractor. CONSULTANT will monitor the job progress to ensure that the SBEs are actually performing the work in their scope.

2.21 Cost Engineering/Estimating: CONSULTANT will provide SGVCOG with cost engineering support in the areas of budget control, construction cost forecasting, progress payment processing, change and claim analysis, and trend / variance analysis.

2.22 As-Built Drawings: CONSULTANT shall ensure that the Construction Contractor maintains as-built drawings in accordance with the contract requirements and that they are complete. CONSULTANT shall maintain its own documentation and tracking of all design changes. CONSULTANT shall review and approve the Construction Contractor's as-built drawings.

2.23 Contract Closeout: CONSULTANT shall expedite the Contract Closeout process, which controls the physical and contractual completion of the contract. This shall include:

- Orderly transfer of key records and electronic and hard copy documents;
- Final inspection, testing, and release of the facility or system for occupancy or operation;
- Resolution of outstanding contractual issues, changes, claims, and deficiency reports;
- Assessment of liquidated damages;
- Final payment processing;
- Preparation and transfer of as-built contract specifications and drawings as well as field records to appropriate agency for centralized storage and protection.
- Preparation and transfer of Project Closeout Exhibits from Chapter 17 of the Caltrans Local Assistance Procedures Manual.

2.24 Special Work Assignments: As specifically directed by SGVCOG, CONSULTANT may be required to perform special work assignments. The budget under this task will be used only upon CONSULTANT's written authorization and will be tracked separately with proper documentation of the effort required to complete the special work assignment. CONSULTANT will prepare a scope and its associated cost and obtain SGVCOG's written approval prior to commencement of any special work assignment task.

CONSTRUCTION MANAGEMENT SERVICES CONSULTANT DELIVERABLES

DELIVERABLE MATRIX	DELIVERABLE DESCRIPTIONS
PRE-CONSTRUCTION PHASE	Constructability Review Checklist <input type="checkbox"/> Constructability Review Comments (at design level specified by SGVCOG) <input type="checkbox"/> Constructability Review Comments (100%) <input type="checkbox"/> Constructability Review Back-Check Certification <input type="checkbox"/> Draft Construction Schedule <input type="checkbox"/> Independent Cost Estimate <input type="checkbox"/> Submittal Log <input type="checkbox"/> Comments of SGVCOG Resident Engineer's Manual <input type="checkbox"/> Pre-Condition Survey Documentation <input type="checkbox"/> Approved Baseline Construction Schedule
CONSTRUCTION PHASE	<input type="checkbox"/> Inspector's Daily Reports <input type="checkbox"/> Progress Schedule and Payments <input type="checkbox"/> Work Project Reports <input type="checkbox"/> Quarterly SBE Payment Report <input type="checkbox"/> CCOs, RFIs, RFCs etc. <input type="checkbox"/> Job Photos and Progress Reports

	<input type="checkbox"/> All documentation will be maintained at the project job site office and will be submitted after the Post Construction Phase
<p>POST-CONSTRUCTION PHASE</p>	<input type="checkbox"/> Deliver bound and indexed project documentation <input type="checkbox"/> Indexed Materials Certificates <input type="checkbox"/> "As-Built" Schedule <input type="checkbox"/> "As-Built" Plans <input type="checkbox"/> Project Completion Report <input type="checkbox"/> Final Payment Report <input type="checkbox"/> Final Quarterly SBE Payment Report <input type="checkbox"/> Chapter 17 LAPM Exhibits

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "B"

SAMPLE TASK ORDER

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

TASK ORDER

**CONSTRUCTION MANAGEMENT SERVICES FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

CONSULTANT:	AGREEMENT NO.: 19-06	TASK ORDER NO.:
--------------------	-----------------------------	------------------------

TASK ORDER TITLE:	
--------------------------	--

EFFECTIVE DATE OF THIS TASK ORDER:	TASK ORDER VALUE:
---	--------------------------

CONTACT:	TELEPHONE:
FACSIMILE:	EMAIL:
ADDRESS:	

1. SCOPE OF SERVICES:

CONSULTANT agrees to perform the services identified in Attachment "A", Scope of Services, which is attached hereto and made a part hereof this TASK ORDER NO. __.

2. COMPENSATION:

The total amount payable to CONSULTANT under this TASK ORDER NO. __ shall not exceed: _____ (\$_____), as per Attachment "B" (Consultant's cost proposal), and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) and Exhibit "C" (COMPENSATION) of the AGREEMENT.

3. SUBCONTRACTORS:

Attachment "C" List of Proposed Subcontractors for TASK ORDER NO. __ is attached hereto and made a part hereof this TASK ORDER NO. __.

4. KEY PERSONNEL:

Attachment "D" List of Key Personnel for TASK ORDER NO. __ is attached hereto and made a part hereof this TASK ORDER NO. __.

5. SBE GOAL

The SBE goal is changed/unchanged by this TASK ORDER. If changed, the revised SBE goal is __%.

6. PERIOD OF PERFORMANCE/NOTICE TO PROCEED

Work under this TASK ORDER NO. ___ shall commence in accordance with a Notice to Proceed to be issued under separation cover, and shall terminate upon the completion closeout of construction contract identified in this TASK ORDER NO. ___.

All other terms and conditions of this AGREEMENT NO. 19-06 remains unchanged.

In witness whereof, this TASK ORDER NO. ___ has been executed under the provisions of AGREEMENT NO. 19-06 between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER NO. ___ and AGREEMENT NO. 19-06 shall be in full force and effect.

CONSULTANT:

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Authorized Signature: _____

Authorized Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "C"

COMPENSATION

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

To Be Provided at a Later Date

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT “D”

SBE FORMS

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

EXHIBIT D-1: SBE GOAL

EXHIBIT D-2: Local Agency Proposer SBE Information

**EXHIBIT D-3: Quarterly SBE Subconsultants Paid Report Summary
and Payment Verification**

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT D-1

SBE GOAL

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

The SBE goal for the **Construction Management Services** Scope of Services is **16%**. The SBE subcontractors are identified in EXHIBIT "E", "List of Proposed Subcontractors" included herein.

EXHIBIT D-2

LOCAL AGENCY PROPOSER SBE INFORMATION

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT (\$): _____

PROPOSER'S NAME: _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a SBE)	SBE CERT NO. AND EXPIRATION DATE	NAME OF EACH SBE (Must be certified at the time proposals are due - include SBE address and phone number)	DOLLAR AMOUNT OF EACH SBE

INSTRUCTIONS: 1. Proposer must submit SBE Commitment form. 2. SBE must certified at time of proposal submittal. 3. SBE must be certified in accordance with SBA guidelines. 4. SBE certifications must be included with SBE commitment form.	Total Claimed SBE Participation	\$ _____ _____%
	_____ Signature of Proposer _____ Date (Area Code) Tel. No. _____ Person to Contact (Please Type or Print)	
_____ Local Agency Proposer SBE Information (Consultant Conttarets)		

DISTRIBUTION: Original – Included with Anser’s proposal to SGVCOG.

EXHIBIT D-3 QUARTERLY SBE SUBCONSULTANTS PAID REPORT SUMMARY AND PAYMENT VERIFICATION

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS QUARTERLY SUBCONTRACTORS PAID REPORT AND PAYMENT VERIFICATION

ACE Contract No.: 19-06
 Project Name: Construction Management Services for Turnbull Canyon Grade Separation Project
 Prime Contractor: _____
 Contact Name: _____
 Address: _____
 Phone: _____
 Email: _____

Report No.:	
Reporting Period (Quarter)	Year

Contract SBE Goal: 16%
 Contractor SBE Goal Commitment: _____

Original Contract Amount: \$ _____ -
 Approved Change Orders/Amendments Amount: \$ _____ -
 Current Contract Amount: \$ _____ -

Total Dollars (\$) Paid to Prime (THIS QUARTER)	Total Dollars (\$) Paid to Prime (TO DATE)	Total Dollars (\$) Paid to SBEs (THIS QUARTER)	Total Dollars (\$) Paid to SBEs (TO DATE)
\$ -	\$ -	\$ -	\$ -

SUBCONTRACTOR(S)	Original Contract Amount (\$)	Current Contract Amount (\$)	Total Dollars (\$) Paid (THIS QUARTER)	Total Dollars (\$) Paid (TO DATE)
<input type="checkbox"/> Prime <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Manufacturer Company: _____ Address: _____ Phone: _____ Email: _____ Certified SBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ -	\$ -	\$ -	\$ -
Total Change Order Amount (\$)				Last Payment (Date) Issued to Sub
Scope of Work:				
<input type="checkbox"/> Prime <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Manufacturer Company: _____ Address: _____ Phone: _____ Email: _____ Certified SBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ -	\$ -	\$ -	\$ -
Total Change Order Amount (\$)				Last Payment (Date) Issued to Sub
Scope of Work:				
<input type="checkbox"/> Prime <input type="checkbox"/> Broker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Manufacturer Company: _____ Address: _____ Phone: _____ Email: _____ Certified SBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ -	\$ -	\$ -	\$ -
Total Change Order Amount (\$)				Last Payment (Date) Issued to Sub
Scope of Work:				

If necessary, this form can be duplicated to list all subcontractors paid in this reporting period.

I certify under penalty of perjury that payments to subcontractors and/or suppliers have been made from previous payments received under this Project, and timely payments have been in accordance with Section 9-3 of the General Provisions, and the California Public Contract and Business and Professions Codes.

Print Name _____

Signature _____

Date _____

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "E"

LIST OF PROPOSED SUBCONTRACTORS

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT “E”

LIST OF PROPOSED SUBCONTRACTORS

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

NAME OF FIRM	SBE	ADDRESS	WORK TO BE PERFORMED	ESTIMATED DOLLAR PARTICIPATION	PERCENT OF TOTAL CONTRACT VALUE
Alta Vista Solutions	Y	250 E. 1 st Street, Suite 801, Los Angeles, CA 90012	Quality Control	TBD	TBD
Citadel	Y	482 S. Arroyo Parkway, Suite 230, Pasadena, CA 91105	Construction Management	TBD	TBD
EXP U.S. Services Inc.		451 East Vanderbilt Way, Suite 375 San Bernardino, CA 92408	Constructability Analysis	TBD	TBD
Guida Surveying	Y	9241 Irvine Blvd. Suite 100, Irvine, CA 92618	Survey	TBD	TBD
SUENRAM & Associates	Y	5100 Willowcrest Ave., North Hollywood, CA 91601	Utility Coordination	TBD	TBD
Twining, Inc.		2883 E. Spring St., Suite 300, Long Beach, CA 90806	Material Testing	TBD	TBD
VCS Environmental	Y	30900 Rancho Viejo Road., Suite 100, San Juan Capistrano, CA 92630	Environmental	TBD	TBD
Zephyr UAS, Inc.	Y	725 Town & Country, Suite 120, Orange, CA 92868	Signal/Electrical Inspection	TBD	TBD

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "F"

NON-DISCRIMINATION ASSURANCES

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

EXHIBIT "F"

NONDISCRIMINATION ASSURANCES IN SUBCONTRACTS ****DELETE IF NO SUBCONTRACTS ANTICIPATED****

During the performance of this AGREEMENT, SUBCONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

(1) Compliance with Regulations: SUBCONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time *hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: SUBCONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurement of materials and leases of equipment.

SUBCONTRACTOR further certifies and agrees that all persons employed by the SUBCONTRACTOR, its affiliates, subsidiaries, or holding companies are and will be treated equally by the SUBCONTRACTOR without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with state and federal anti-discrimination laws. SUBCONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices.

(3) Solicitations for sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by SUBCONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by SUBCONTRACTOR of the SUBCONTRACTOR's obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, and national origin.

(4) Information and Reports: SUBCONTRACTOR shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to SUBCONTRACTOR's books, records, accounts, other sources of information, and its facilities as may be determined by State of California or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of SUBCONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, SUBCONTRACTOR shall so certify to the State of California or FHWA, as appropriate, and shall set forth what efforts SUBCONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of SUBCONTRACTOR's noncompliance with the nondiscrimination provisions of this AGREEMENT, State of California shall impose such sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to SUBCONTRACTOR under the AGREEMENT until SUBCONTRACTOR complies; and/or
- (b) Cancellation, termination or suspension of the AGREEMENT in whole or part.

(6) Incorporation by Reference: SUBCONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment. SUBCONTRACTOR shall take such action with respect to any sub-agreement or procurement as State of California or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event SUBCONTRACTOR becomes involved in or is threatened with litigation with a sub-applicant or supplier as a result of such direction, SUBCONTRACTOR may request State of California or FHWA enter into such litigation to protect the interests of State of California, and, in addition, SUBCONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "G"

FEDERAL FORMS

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

EXHIBIT G-1: Non-lobbying Certification for Federal-Aid Contracts

EXHIBIT G-2: Disclosure of Lobbying Activities

EXHIBIT G-3: Debarment and Suspension Certification

EXHIBIT G-1:

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this bid or proposal to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT G-2

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Anser Advisory Management, LLC - 1820 E. First Street, Suite 410, Santa Ana, CA 92705 Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
NOT APPLICABLE (attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>Craig Halvorson</u> Title: <u>Executive Vice President</u> Telephone No.: <u>(714) 276-1135</u> Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 04-28-06

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT G-3:

DEBARMENT AND SUSPENSION CERTIFICATION

(Title 2 CFR, Part 180)

(Title 49, Code of Federal Regulations, Part 29)

The Consultant under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A

Firm: Anser Advisory Management, LLC

Signed By: Craig Halvorson

Executive Vice President

[Print Name & Title]

Dated: _____

Notes:

Providing false information may result in criminal prosecution or administrative sanctions. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "H"

INSURANCE

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

EXHIBIT "H"

INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to SGVCOG, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, and subcontractors, along with CONSULTANT'S (and all its subcontractor's) agents officers and employees. CONSULTANT shall have the sole responsibility of monitoring subcontractor compliance with such requirements. Insurance is to be placed with insurers with a current A.M. Best's rating of A++, A+, or A and a capacity rating of VII or higher.

1. Minimum Scope of Insurance.

- a. "Occurrence Form" Comprehensive General Liability Insurance providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this AGREEMENT, underground hazards, products-completed operations, a separate "per project" general aggregate limit (ISO Form CG 25 03 or equivalent), broad form property damage, and name RAILROAD, SGVCOG along with its individual members, their respective, elected and appointed boards, officials, officers, agents, employees and volunteers as "additional insureds" with respect to all liabilities arising out of CONSULTANT'S obligations under the AGREEMENT. This insurance shall not exclude liability coverage for work or activities performed on railroad tracks, railroad property, and all such surrounding areas that are accessed by CONSULTANT under this AGREEMENT. CONSULTANT'S insurance policy shall include or be endorsed to include a "severability of interests" provision (ISO Form CG0001 or equivalent) ensuring that each "additional insured" is treated as if it is the only insured.
- b. "Occurrence Form" Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form CA 0025, or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by CONSULTANT and name RAILROAD, SGVCOG along with its individual members, their respective, elected and appointed boards,

officials, officers, agents, employees and volunteers as “additional insureds” with respect to all liabilities arising out of CONSULTANT’S obligations under the AGREEMENT. CONSULTANT’S insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured.

- c. Workers’ Compensation Insurance as required by the Labor Code of the State of California and Employer’s Liability Insurance covering all persons providing services on behalf of CONSULTANT and all risks to such persons under this AGREEMENT.
- d. Professional Liability Insurance providing protection against injuries or damages caused by the errors or omissions of CONSULTANT. The coverage may be written either on an “occurrence form” or “claims made form.” If written on a claims made form, the coverage shall provide for at least a three-year extended reporting/discovery period, which shall be invoked should the Professional Liability Insurance covering the period of this AGREEMENT be cancelled.

2. Minimum Limits of Insurance. CONSULTANT shall maintain the following limits of insurance:

- a. General Liability: a per occurrence limit of \$2,000,000; a “per project” general aggregate limit of at least \$4,000,000; and a products-completed operations aggregate limit of at least \$4,000,000.
- b. Automobile Liability: a per occurrence limit of \$2,000,000 per occurrence.
- c. Workers’ Compensation and Employer’s Liability: Workers’ Compensation with limits to California Statutory Limits, as required by the Labor Code of the State of California, and Employer’s Liability limits of \$1,000,000 per accident, or disease, and per employee.
- d. Professional Liability Insurance: a per occurrence limit of \$1,000,000 and in the aggregate.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. No insurance policy required by this EXHIBIT "H" shall be suspended, voided, or cancelled by the insurer nor by CONSULTANT, or reduced in coverage or in limits except after 30 days prior written notice by Certified Mail, return receipt requested, has been given to and with the written consent of SGVCOG.
2. CONSULTANT'S insurance shall be primary insurance. Any other insurance shall be "excess only and non-contributing" with respect to any insurance carried by RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
3. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, subject only to the limits of the insurer's liability.
4. Any failure to comply with the reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
5. CONSULTANT'S insurers shall agree to waive all rights of subrogation against RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
6. CONSULTANT agrees to deposit with RAILROAD and with SGVCOG, at or before the effective date of this AGREEMENT, certificates of insurance (and, upon request, certified duplicate originals of any policy, in whole or in part) to satisfy RAILROAD and SGVCOG that the insurance provisions of this AGREEMENT have been satisfied. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.
7. CONSULTANT'S insurance shall provide coverage for all activities under this contract, whether performed by consultant or any subconsultant under their control.
8. Any deductibles or self-insured retentions must be declared and approved by SGVCOG.

9. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "I"

LIST OF KEY PERSONNEL

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "I"

LIST OF KEY PERSONNEL

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

NAME	FIRM	POSITION
Roger Miramontes, PE	Anser Advisory, LLC	Project Manager
Charlie Nakamoto, PE	Anser Advisory, LLC	Resident Engineer
Ju Kim, PE	EXP U.S. Services Inc.	Structural Representative

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "J"

LABOR COMPLIANCE PROVISIONS

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

LABOR COMPLIANCE PROGRAM PROVISIONS

SUMMARY

The San Gabriel Valley Council of Governments (SGVCOG) institutes this Labor Compliance Program for the purpose of implementing its policy relative to the labor compliance provisions of State and Federally funded public works contracts. This program is applicable to all public works projects which are designated as requiring prevailing wages.

In compliance with Senate Bill 854, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Consultants, including all subconsultants (regardless of tier) must be registered with the Department of Industrial Relations in accordance with the Public Works Contractor Registration Law [SB 854], if applicable.

Effective August 1, 2016, General Contractors, including all subcontractors must furnish electronic certified payroll records to the Labor Commissioner in DIR's eCPR data system.

California Labor Code Section 1770, *et seq.* requires that contractors on public works projects pay their workers based on prevailing wage rates established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

California Labor Code 1771.5 requires an awarding body to identify prevailing wage requirements in bid invitations, contract language and at pre-construction conferences, to review payroll records to verify compliance with the Labor Code, and to withhold contract payments when payroll records are delinquent or inadequate or when underpayments have occurred.

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This Labor Compliance Program (“LCP”) contains labor compliance standards required by State and Federal laws, regulations, and directives, as well as policies and contract provisions, which include, but are not limited to, the following:

- Contractors’ payment of applicable general prevailing wage rates.
- Contractors’ employment of properly registered apprentices.
- Contractors’ provision of certified payroll records upon request, but not less than weekly.
- Program’s monitoring of Authority construction sites for verification of proper payments of prevailing wage rates and work classification.
- Program’s presentation at pre-construction conferences with contractors/subcontractors.
- Program’s withholding of contract payments and reporting of willful violations to the Labor Commissioner.

The Labor Compliance Program will be provided to the selected Consultant(s).

SGVCOG institutes this general Labor Compliance Program (“LCP”) for the purpose of implementing its policy relative to labor compliance provisions of State and Federally-funded public works contracts and additionally to comply with the provisions of Labor Code section 1771.3 pertaining to the use of funds derived from state-issued public works bonds. SGVCOG will continue to update its program as the laws and regulations relating to Labor Compliance Programs are changed and updated.

In establishing this LCP, SGVCOG adheres to statutory requirements as enunciated in Section 1771.5(b) of the Labor Code. Further, on applicable projects, SGVCOG intends to actively enforce this LCP by monitoring Authority construction sites for payment of prevailing wage rates and to require contractors and subcontractors with workers on applicable Authority projects to submit copies of certified payroll records demonstrating their compliance with payment of prevailing wage rates.

The LCP covers the following standards required by State and Federal laws, regulations and directives, as well as policies and contract provisions, which include, but are not limited to the following:

- I. Public Works Subject to Prevailing Wage Laws
- II. Components of a Labor Compliance Program
- III. Responsibility of SGVCOG
- IV. Responsibility of the Contractor and Subcontractor
- V. Review of Certified Payroll Records
- VI. Reporting of Willful Violations to the Labor Commissioner

PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS

State prevailing wage rates apply to public works contracts as set forth in Labor Code Sections 1720 *et seq.*, and include, but are not limited to, such types of work as construction, alteration, demolition, repair or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermines appropriate prevailing wage rates for particular construction trades and crafts by county.

For federally-funded or assisted projects, the application of State prevailing wage rates when higher is required whenever federally-funded or assisted projects are controlled or carried out by SGVCOG.

For field surveying projects, field survey work traditionally covered by collective bargaining agreements is subject to prevailing wage rates when it is integral to the specific public works project in the design, preconstruction, or construction phase.

For maintenance projects, public works contracts for maintenance are subject to prevailing wage rate payments as set forth in Section 1771 of the Labor Code.

COMPONENTS OF A LABOR COMPLIANCE PROGRAM

Pre-Construction Conference/Administrative Meeting

After SGVCOG awards a public works contract and prior to commencement of the work, a mandatory Pre-Construction Conference/Administrative Meeting shall be conducted by SGVCOG with the contractor and those subcontractors listed.

At that meeting, Authority staff will discuss Federal and State labor law requirements applicable to the contract, including prevailing wage requirements, respective record-keeping responsibilities, the requirement for submittal of certified payroll records to SGVCOG and the prohibition against discrimination in employment.

Authority staff will provide the contractor and each subcontractor with a Checklist of Labor Law Requirements and will discuss in detail the following checklist items:

1. Contractor's duty to pay prevailing wages [Labor Code Section 1770 *et seq.*].
2. Contractor's duty to employ registered apprentices on public works projects [Labor Code Section 1777.5].
3. Penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment [Labor Code Sections 1775, 1777.7, and 1813].

4. Requirement to maintain and submit copies of certified payroll records to SGVCOG, on a weekly basis, as required [Labor Code Section 1776] and penalties for failure to do so [Labor Code Section 1776(g)]. The requirement includes and applies to all subcontractors performing work on this project even if their portion of the work is less than one half of one-percent (0.5%) of the total amount of the contract.
5. Prohibition against employment discrimination [Labor Code Sections 1735 and 1777.6; the Government Code and Title VII of the Civil Rights Act of 1964, as amended].
6. Prohibition against taking or receiving a portion of an employee's wages [Labor Code Section 1778] (kickback). Code
7. Prohibition against accepting fees for registering any person for public works [Labor Code Section 1779] or for filing work orders on public works [Labor Code Section 1780].
8. Requirement to list all subcontractors that are performing one-half of one percent (0.5%) of the total amount of the contract [Public Contract Code Section 4100 *et seq.*].
9. Requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed [Labor Code Section 1021] and under California Contractors License Law. Also, see Business and Professions Code Section 7000, *et seq.*
10. Prohibition against unfair competition [Business and Professions Code Sections 17200-17208].
11. Requirement that contractor and subcontractor be properly insured for Workers' Compensation [Labor Code Section 1861].
12. Requirement that the contractor abide by Occupational Safety and Health laws and regulations that apply to this particular public works project.
13. Prohibition against hiring undocumented workers and requirement to secure proof of eligibility/citizenship from all workers.
14. Requirement to provide itemized wage statements to employees under Labor Code Section 226.

Contractors and subcontractors present at the Pre-Construction Conference/Administrative Meeting will be given the opportunity to ask questions relative to items contained in the Checklist of Labor Law Requirements. The checklist will then be signed by the contractor's representative and SGVCOG.

At the Pre-Construction Conference/Administrative Meeting, SGVCOG will provide the contractor with a copy of SGVCOG's LCP packet which includes:, the Checklist of Labor Law Requirements, applicable Prevailing Wage Rate Determinations, blank certified payroll record forms, fringe benefit statements, State apprenticeship requirements, and a copy of the Labor Code relating to Public Works and Public Agencies [Part 7, Chapter 1, Sections 1720-1861].

It will be the contractor's responsibility to provide copies of the LCP package to all listed subcontractors and to any substituted subcontractors.

Requirement for Certified Payroll Records

A requirement that certified payroll records be kept by the contractor in accordance with Labor Code Section 1776 and furnished to SGVCOG at times will be designated in the contract, which shall be at least monthly, or within 10 days of any request by SGVCOG. Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW26) constitutes presumptive compliance with the requirement for certified payroll records kept in accordance with Labor Code Section 1776, provided the forms are filled out accurately and completely. These suggested forms are available from the Department of Industrial Relations.

Orderly Review

SGVCOG will implement a program for orderly review of payroll records and, if necessary, for audits to verify compliance with the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.

Prescribed Routine

SGVCOG will implement a prescribed routine for withholding penalties, forfeitures, and underpayment of wages for violations of the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.

No Payment when payroll records are delinquent or inadequate

All contracts to which prevailing wage requirements apply shall include a provision that contract payments shall not be made when payroll records are delinquent or inadequate.

Responsibility to enforce prevailing wage requirements

It is the responsibility of SGVCOG to enforce prevailing wage requirements, consistent with the policy of the state as expressed in Labor Code Section 90.5(a). SGVCOG shall take reasonable, vigorous, and prompt action to (1) determine whether violations exist, and (2) enforce compliance, including through imposition of appropriate penalties and formal enforcement action, when violations are found.

SGVCOG shall neither avoid use of its enforcement authority based on cost considerations nor shall it use that authority in an unreasonable manner to gain leverage over a contractor or subcontractor. Unreasonable use of enforcement authority includes, but is not limited to, prolonged or excessive withholdings of contract payments without making a determination that a violation has occurred.

Failure of an Awarding Body or Labor Compliance Program

The failure of SGVCOG to comply with any requirement imposed by this subchapter shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Chapter 1 (commencing with Section 1720), Part 7, Division 2 of the Labor Code.

RESPONSIBILITY OF SGVCOG

In accordance with Title 8 of the California Code of Regulations Section 16100, SGVCOG shall:

1. Obtain the prevailing wage rate from the Director in accordance with Labor Code Sections 1771 and 1773.
2. Specify the appropriate prevailing wage rates, in accordance with Labor Code Sections 1773.2 and 1777.5.
 - a. The posting requirement is applicable for each job site.
 - i. EXCEPTION: If more than one worksite exists on any project, then the applicable rates may be posted at a single location which is readily available to all workers.
 - b. If a wage rate for a craft, classification or type of worker is not published in the Director's general prevailing wage determinations, a request for a special determination should be made by the awarding body to Chief, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142, at least 45 days prior to the project bid advertisement date.
3. Notify DAS. See Labor Code Section 1773.3.
4. Inform prime contractors, to the extent feasible, of relevant public work requirements:
 - a. The appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5.
 - b. Worker's compensation coverage, as set forth in Labor Code Sections 1860 and 1861.
 - c. Keep accurate records of the work performed on the public works project, as set forth in Labor Code Section 1812.
 - d. Inspection of payroll records pursuant to Labor Code Section 1776, and as set forth in Section 16400 (e) of these regulations.

- e. Other requirements imposed by law.
5. Withhold monies. See Labor Code Section 1727.
 6. Ensure that public works projects are not split or separated into smaller work orders or projects for the purpose of evading the applicable provisions of Labor Code Section 1771.
 7. Deny the right to bid on public work contracts to contractors or subcontractors who have violated public work laws, as set forth in Labor Code Section 1777.7.
 8. Not permit workers on public works to work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815.
 - a. EXCEPTION: If the prevailing wage determination requires a higher rate of pay for overtime work than is required under Labor Code Section 1815, then that higher overtime rate must be paid, as specified in subsection 16200(a)(3)(F) of these regulations.
 9. Not take or receive any portion of the workers' wages or accept a fee in connection with a public works project, as set forth in Labor Code Sections 1778 and 1779.
 10. Comply with those requirements as specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860.

RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTOR

In accordance with Title 8 of the California Code of Regulations Section 16100, the Contractor and Subcontractor of every tier shall:

1. Pay not less than the prevailing wage to all workers, as defined in Section 16000 of these regulations, and as set forth in Labor Code Sections 1771 and 1774.
2. Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works jobsites.
3. Provide workers' compensation coverage as set forth in Labor Code Section 1861.
4. Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance of a fee.
5. Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776.

6. Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the Director as set forth in Section 16200 (a) (3) of these regulation.
7. Comply with Section 16101 of these regulations regarding discrimination.
8. Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5.
9. Comply with those requirements as specified in Labor Code Sections 1810 and 1813.
10. Comply with other requirements imposed by law.
11. Comply with SB854 requirement to furnish electronic certified payroll records to labor commissioner in its eCPR database system.

REVIEW OF CERTIFIED PAYROLL RECORDS

A. Certified Payroll Records Required

In accordance with Labor Code Section 1776, the contractor and each subcontractor shall maintain certified payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and shall preserve them for a period of three (3) years thereafter and furnish them the Labor Compliance Program at times designated in the contract, which shall be at least monthly, or within ten (10) days following receipt of request. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, rate of pay (including rates of contributions for or costs assumed to provide fringe benefits), daily and weekly number of hours worked, actual wages paid and the payroll check numbers.

1. Submittal of Certified Payroll Records

The contractor and each subcontractor shall maintain weekly certified payroll records for submittal to SGVCOG as required. The contractor shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the contractor or each subcontractor indicating payroll records are correct and complete, wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations and classifications set forth for each employee conform with work performed.

Time cards, front and back copies of canceled checks, daily logs, employee sign-in sheets and/or any other record maintained for the purposes of reporting payroll may be requested by SGVCOG at any time and shall be provided at least monthly, or within ten (10) days following receipt of request.

Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW26) or reports containing all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131) and Statement of Employer Payments (PW26), constitutes presumptive compliance with the requirement for certified payroll records kept in accordance with Labor Code Section 1776, provided the forms are filled out accurately and completely. These suggested forms are available from the Department of Industrial Relations.

Reports submitted to this Labor Compliance Program must be either (1) in the form of non-modifiable image or record that bears an electronic signature or includes a copy of an original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature.

The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies.

2. Use of Electronic Reporting Forms

Pursuant to Title 8 of the CCR Section 16404, certified payroll records required by Labor Code Section 1776 may be maintained and submitted electronically subject to all of the following conditions:

1. The reports must contain all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131);
2. The reports shall be in a format and use software that is readily accessible and available to contractors, awarding bodies, Labor Compliance Programs, and the Department of Industrial Relations;
3. Reports submitted to an awarding body, a Labor Compliance Program, the Division of Labor Standards Enforcement, or other entity within the Department of Industrial Relations must be either: (1) in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper, or

alternatively (2) printed out and submitted on paper with an original signature;

4. The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies; and
5. No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

3. Full Accountability

Each individual, laborer or craftsperson working on this public works contract must appear on the payroll. The employer who pays the trades worker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them, rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on this contract must also submit a certified payroll record listing days and hours worked and the trade classification descriptive of work actually done.

The contractor shall provide records required under this section to SGVCOG and shall make these records available for inspection by the Department of Industrial Relations, and shall permit representatives of each to interview trade workers during working hours on the project site.

4. Responsibility for Subcontractors

The contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractors. Moreover, the prime contractor is responsible for Labor Code violations of its subcontractors in accordance with Labor Code Section 1775.

5. Payment to Employees

Employees must be paid unconditionally, and not less often than once each week, the full amounts due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek (Sunday through Saturday, for example) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, whereas, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the prime contractor as a trades worker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general contractor for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

The worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the "Prevailing Wage Determinations" for the class of work actually performed. Any work performed on Saturday, Sunday, and/or on a holiday, or portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of eight (8) hours in a day and forty (40) hours in a workweek shall be premium pay. All work performed on Saturday, Sunday and holidays shall be paid pursuant to the Prevailing Wage Determination.

B. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeymen in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeymen.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information to the apprenticeship committee for each apprenticeable craft or trade in the area of the project;
2. Request dispatch of apprentices from the applicable apprenticeship program(s) and employ apprentices on public works projects in a ratio to journeymen which in no case shall be less than one (1) hour of apprentice work to each five (5) hours of journeyman work; and
3. Contribute to the applicable apprenticeship program(s) or the California Apprenticeship Council in the amount identified in the prevailing wage

rate publication for journeypersons and apprentices. If payments are not made to an apprenticeship program, they shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142.

If the contractor is registered to train apprentices, the contractor shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid there under for the area of construction, prior to using any apprentices in the contract work. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

C. Audits/Investigations of Certified Payroll Records

Audits shall be conducted by SGVCOG and shall also be conducted at the request of the Labor Commissioner to determine whether all trade workers on project sites have been paid according to the prevailing wage rates.

Audits/investigations may be conducted by SGVCOG when determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages, or at the request of the Labor Commissioner. An "Audit" for this purpose shall be defined as a written summary reflecting prevailing wage deficiencies for each underpaid worker, and including any penalties to be assessed under Labor Code Sections 1775 and 1813, as determined by the Labor Compliance Program after consideration of the best information available as to actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under Title 8 of the CCR Section 16437, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures.

REPORTING OF WILLFUL VIOLATIONS TO THE LABOR COMMISSIONER

If an investigation reveals that a willful violation of the Labor Code has occurred, SGVCOG will make a written report to the Labor Commissioner which shall include: (1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked, and (2) the classification of workers employed on the public works contract. Six (6) types of willful violations are reported:

1. Failure to Comply with Prevailing Wage Rate Requirements

Failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and Authority contracts) is determined a willful violation whenever less than the stipulated basic hourly rate is paid to trade workers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated.

2. Falsification of Payroll Records, Misclassification of Work and/or Failure to Accurately Report Hours of Work

Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records.

3. Failure to Submit Certified Payroll Records

The contractors and subcontractors shall have ten (10) days upon notification by the Program Manager in which to comply with the requirement of submittal of weekly records and/or to correct inaccuracies or omissions that have been detected.

4. Failure to Pay Fringe Benefits

Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate. Failure to pay or provide fringe benefits and/or make trust fund contributions on a timely basis is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.

5. Failure to Pay Correct Apprentice Rates and/or Misclassification of Workers as Apprentices

Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation upon completion of an investigation and audit.

6. Taking of Kickbacks

Accepting or extracting kickbacks from employee wages under Labor Code Section 1778 constitutes a felony and may be prosecuted by the appropriate enforcement agency.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "K"

CERTIFICATIONS OF CONSULTANT AND LOCAL AGENCY

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

K-1: Certification of Consultant

K-2: Certification of Local Agency

**K-3: Certification of Contract Costs and Financial Management
System**

EXHIBIT K-1

CERTIFICATION OF CONSULTANT, COMMISSIONS AND FEES

I hereby certify that I am the Executive Vice President, and duly authorized representative of the firm of Anser Advisory Management, LLC, whose address is 1820 E. First Street, Suite 410, Santa Ana, CA 92705, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor
- b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; nor
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

Signature: _____

Print Name: Craig Halvorson

Date: _____

EXHIBIT K-2

CERTIFICATION OF LOCAL AGENCY

I hereby certify that I am the Chief Engineer of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, and that the consulting firm of ANSER ADVISORY LLC, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a) employ, retain, agree to employ or retain, any firm or person, or
- b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

Signature: _____

Print Name: Mark Christoffels

Date: 07/28/2020

EXHIBIT K-3

CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

Certification of Final Indirect Costs:

Consultant Firm Name:
Anser Advisory Management, LLC

Indirect Cost Rate: 110.06% * for fiscal period 01/01/2018 - 12/31/2018 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: San Gabriel Valley Council of Governments

Contract Number: 19-06 Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 68 million and the number of states in which the firm does business is 11.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$
\$27,717.74

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$
\$140,000.00

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

EXP U.S. Services Inc.	\$ 22,895.75
Suenram & Associates	\$ 4,821.99
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Craig Halvorson

Title: Executive Vice President

Consultant Certification Signature **: _____

Date of Certification (mm/dd/yyyy): _____

Consultant Contact Information:

Email: craig.halvorson@anseradvisory.com

Phone number: (714) 276-1135

**An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31.23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

TASK ORDER

**CONSTRUCTION MANAGEMENT SERVICES FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

CONSULTANT: Anser Advisory LLC	AGREEMENT NO.: 19-06	TASK ORDER NO.: 1
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TASK ORDER TITLE:	Pre-Construction Services for Turnbull Canyon Road Grade Separation Project
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EFFECTIVE DATE OF THIS TASK ORDER: August 1, 2020	TASK ORDER VALUE: \$140,000.00
--	---------------------------------------

CONTACT: Roger Miramontes	TELEPHONE: (714) 276-1135
FACSIMILE:	EMAIL: Roger.Miramontes@anseradvisory.com
ADDRESS: 1820 E. First Street, Suite 410, Santa Ana, CA 92705	

1. SCOPE OF SERVICES:

CONSULTANT agrees to perform the services identified in Attachment "A", Scope of Services, which is attached hereto and made a part hereof this **TASK ORDER NO. 1**.

2. COMPENSATION:

The total amount payable to CONSULTANT under this **TASK ORDER NO. 1** shall not exceed: **One Hundred Forty Thousand Dollars (\$140,000.00)**, as per Attachment "B" (Consultant's cost proposal), and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) and Exhibit "C" (COMPENSATION) of the AGREEMENT.

3. SUBCONTRACTORS:

Attachment "C" List of Proposed Subcontractors for **TASK ORDER NO. 1** is attached hereto and made a part hereof this **TASK ORDER NO. 1**.

4. KEY PERSONNEL:

Attachment "D" List of Key Personnel for **TASK ORDER NO. 1** is attached hereto and made a part hereof this **TASK ORDER NO. 1**.

5. SBE GOAL

The SBE project goal is unchanged by this **TASK ORDER NO. 1**.

6. PERIOD OF PERFORMANCE/NOTICE TO PROCEED

Work under this **TASK ORDER NO. 1** shall commence on August 1, 2020 through December 31, 2020.

All other terms and conditions of this AGREEMENT NO. 19-06 remains unchanged.

In witness whereof, this **TASK ORDER NO. 1** has been executed under the provisions of AGREEMENT NO. 19-06 between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this **TASK ORDER NO. 1** and AGREEMENT NO. 19-06 shall be in full force and effect.

CONSULTANT:

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: Roger Miramontes

Print Name: Mark Christoffels

Print Title: Senior Vice President

Print Title: Chief Engineer



Fred Leung
Sr. Contracts Administrator/Labor Compliance Officer
SGVCOG in furtherance of the ACE Project
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
Office: (626) 962-9292 ext. 133

Mr. Leung,

We appreciate the opportunity to serve both you and SGVCOG. As per our discussion we are stating the scope of work for pre-construction services. These services will coincide with our attached estimate for your review.

SGVCOG TURNBULL CANYON GRADE SEPARATION TASK 1 - PRE-CONSTRUCTION SERVICES

Scope of Work

1.1 Constructability Analysis: Prior to the start of this subtask, SGVCOG and CONSULTANT shall identify and agree upon the detailed scope of services to be performed under the constructability analysis. CONSULTANT shall perform constructability analyses at design levels as requested by SGVCOG. The analyses shall include the use of approved checklists as provided by SGVCOG. CONSULTANT shall provide results to SGVCOG and shall participate in review meetings. CONSULTANT shall conduct back-checks as necessary to the constructability analyses to ensure that all items have been addressed in the design prior to release for bid.

1.2 Construction Schedule & Review: CONSULTANT shall prepare a draft construction schedule prior to release of IFB bid to validate the construction duration proposed in the bid documents.

1.3 Cost Estimate: Prior to release of bid documents, CONSULTANT shall prepare an independent cost estimate validating the Design Consultant's estimate and provide at time of bid a bid analysis for balance bids received.

Fee

Our current fee for the services above with a full breakdown is in the attached exhibit.



We are confident that Anser has the expertise, personnel, and experience to provide you with quality services your current and future organization requests. Should you have any questions please contact me at (310) 987-1955 or by email at Roger.Miramontes@anseradvisory.com .

Thank you,

Roger Miramontes
Senior Vice President, Transportation

SGVCOG TURNBULL CANYON GRADE SEPARATION

CONSTRUCTABILITY REVIEW SERVICES

DATE 6/7/2020



PROJECT TASK	FIRM	RAW RATE	OVERHEAD	Actual Rate W/ Fringe	Preconstruction Services								HOURS	COST	
					1.00	1.01	1.02	1.03							
CLASSIFICATION	STAFF														
01_Project Manager	Roger Miramontes	ANSER ADVISORY	117.31	110.06%	246.42		40	24	8					72	\$ 17,742.34
02_Resident Engineer	Charlie Nakamoto	ANSER ADVISORY	110.58	110.06%	232.28		120	60	32					212	\$ 49,244.28
03_Structure Representative	Ju Kim	EXP	117.79	134.19%	275.85		65	12	6					83	\$ 22,895.75
04_Scheduler	Miguel Colon	ANSER ADVISORY	67.3	110.06%	141.37			80	8					88	\$ 12,440.59
13_Utility Coordinator	Kate Suenram	SUENRAM	111.90	115.46%	241.10			20						20	\$ 4,821.99
18_Senior Director	Andy Keimola	ANSER ADVISORY	86.67	110.06%	182.06				8					8	\$ 1,456.47
19_Senior Estimator-General	John Palmer	ANSER ADVISORY	60.09	110.06%	126.23				40					40	\$ 5,049.00
20_Senior Estimator-MEP	Robert Steele	ANSER ADVISORY	67.3	110.06%	141.37				40					40	\$ 5,654.82
21_Office Engineer II	Garrett Montoya	ANSER ADVISORY	88.90	110.06%	186.74		32	4	4					40	\$ 7,469.73
26_Principal	Paul Buckley	ANSER ADVISORY	120.19	110.06%	252.47		2							2	\$ 504.94
TOTAL LABOR HOURS						259	200	146	0	0	0	0		605	
LABOR TOTAL						62,142.11	40,040.00	25,097.81	0.00	0.00	0.00	0.00			\$ 127,279.92

Reimbursable Expenses		
Vehicle		
Cell Phone Fee		
Reprographics		\$1,264.88
Online Review Service		
Per Diem		
Rental Car		
Other		
ODC TOTAL		\$ 1,264.88

Labor Fixed Profit 9% \$ 11,455.20

NOTES:

SERVICE TOTAL \$ 140,000.00

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
 LIST OF PROPOSED SUBCONTRACTORS
 CONSTRUCTION MANAGEMENT SERVICES
 FOR
 TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

NAME OF FIRM	SBE	ADDRESS	WORK TO BE PERFORMED	ESTIMATED DOLLAR PARTICIPATION	PERCENT OF TOTAL CONTRACT VALUE
EXP U.S. Services Inc.		451 East Vanderbilt Way, Suite 375 San Bernardino, CA 92408	Constructability Analysis	\$25,000.00	18%
SUENRAM & Associates	Y	5100 Willowcrest Ave., North Hollywood, CA 91601	Construction Schedule and Review	\$5,256.00	4%

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

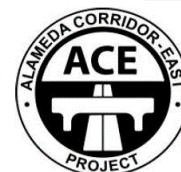
LIST OF KEY PERSONNEL

**CONSTRUCTION MANAGEMENT SERVICES
FOR
TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

NAME	FIRM	POSITION
Roger Miramontes, PE	Anser Advisory, LLC	Project Manager
Charlie Nakamoto, PE	Anser Advisory, LLC	Resident Engineer
Ju Kim, PE	EXP U.S. Services Inc.	Structural Representative



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



MEMO TO: Capital Projects and Construction Committee Members and Alternates

FROM: Mark Christoffels, Chief Engineer

DATE: July 27, 2020

SUBJECT: Approval of Contract Amendment for Design Support Services for the Fullerton Road Grade Separation Project with Biggs Cardosa and Associates.

RECOMMENDATION: Staff recommends that the Committee authorize the Chief Engineer to amend Task Order No. 5 of the contract with Biggs Cardosa and Associates (BCA) for a not-to-exceed amount of \$2,498,884 for design support services, for a new total contract value of \$13,919,883.

BACKGROUND: At the September 24, 2012 meeting the Board approved the award of the design contract for the Fullerton Road grade separation project to BCA. BCA is the designer of record for the Fullerton Road project and was retained in December 2015 to be available to provide support to SGVCOG staff during the bidding and construction phases. Design support is required to respond to bidders questions, assist in any addenda to the bid documents, attend construction meetings as needed, perform field reviews, respond to contractor requests for information, review contractor submittals for conformance, review any non-conformance issues and provide final as-built drawings. All these services were to extend through the life of the construction project, which at the time of award was approximately 45 months.

Recently the contractor awarded the contract for the Fullerton Road Grade Separation Project ceased construction, and staff is currently working with legal counsel on a termination agreement with that contractor. The remaining work to be done will have to be re-bid. This will require updating of all current plans, specifications, and other related bid documents by BCA. In addition, BCA will need to be retained once the new construction contract is awarded to assist with design support services as identified above.

Staff has reviewed BCA's cost proposal to perform these anticipated services for the remaining construction period and has agreed to a not to exceed figure of \$2,498,884. The services to be provided will be on a time and material basis and BCA will only be allowed to bill for the services specifically requested by SGVCOG staff.

This authorization would also allow a 10% contingency allowance in accordance with normal agency procedures. Any contract amount changes from the above figure due to contract change orders that exceed the Chief Engineer's authorization will be brought back to the Committee for further consideration and approval.

BUDGET IMPACT: Funds for these contracts are available from State Proposition 1B and Measure R funds in addition to funds being contributed by the City of Industry for their requested betterment work.

ATTACHMENT:

- Task Order Revision 8 with Biggs Cardosa for Preliminary Engineering and Final Design

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

TASK ORDER

PRELIMINARY ENGINEERING AND FINAL DESIGN SERVICES
FOR
FULLERTON ROAD GRADE SEPARATION PROJECT

CONSULTANT: Biggs Cardosa Associates, Inc.	AGREEMENT NO.: 12-03B	TASK ORDER NO.: 5
		REVISION NO.: 8

TASK ORDER TITLE:	PHASE 3 –BID AND DESIGN SUPPORT DURING CONSTRUCTION FOR THE FULLERTON ROAD GRADE SEPARATION PROJECT
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EFFECTIVE DATE OF THIS TASK ORDER: July 27, 2020	TASK ORDER VALUE: \$4,403,842.00
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CONTACT: Michael Thomas	TELEPHONE: (714) 550-4665
FACSIMILE: (714) 550-7294	EMAIL: mthomas@biggscardosa.com
ADDRESS: 500 S. Main Street, Suite 400, Orange, CA 92868	

1. SCOPE OF SERVICES: CHANGED BY THIS REVISION NO. 8

The CONSULTANT agrees to perform the services identified Attachment “A”, Scope of Work, which is attached hereto and made a part hereof of this **TASK ORDER NO. 5, REVISION NO. 8.**

2. COMPENSATION: CHANGED BY THIS REVISION NO. 8

The total amount payable to CONSULTANT under **TASK ORDER NO. 5, including all REVISION(S)** shall not exceed: **Four million four hundred three thousand eight hundred forty two dollars and 00/100s** (\$4,403,842.00), as shown in summary in Attachment “B”, which attached hereto and made a part hereof of this **TASK ORDER NO. 5, REVISION NO. 8** and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) of the AGREEMENT.

3. SUBCONTRACTORS: UNCHANGED BY THIS REVISION NO. 8

4. KEY PERSONNEL: UNCHANGED BY THIS REVISION NO. 8

5. PERIOD OF PERFORMANCE: CHANGED BY THIS REVISION NO. 8

Work under **TASK ORDER NO. 5, REVISION NO. 8** shall terminate on December 31, 2023.

All other terms and conditions of this AGREEMENT NO. 12-03B remains unchanged.

In witness whereof, this **TASK ORDER NO. 5, REVISION NO. 8** has been executed under the provisions of AGREEMENT NO. 12-03B between the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this **TASK ORDER NO. 5, REVISION NO. 8** and AGREEMENT NO. 12-03B shall be in full force and effect.

CONSULTANT:

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: Michael Thomas

Print Name: Mark Christoffels

Print Title: Principal

Print Title: Chief Engineer

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

500 S. Main Street, Ste 400
Orange, CA 92868-4507
Telephone 714-550-4665
Facsimile 714-550-7294

July 17, 2020
Job No. 12-03B

Attn: Mark Christoffels
San Gabriel Valley Council of Governments
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706

Re: Fullerton Road Grade Separation Project
Revised (July 17, 2020) Proposal for Task Order 5, Amendment 8 – Additional Services

Dear Mark:

Attached is our revised proposal for Task Order 5, Amendment 8 per my discussions with Andres Ramirez. This work covers Design Support During Construction for an extended performance from May 1, 2020 through December 31, 2023. This Amendment also accounts for specific items of extra work including Re-Bid effort as identified to date.

Item 3.9-5 amount was left blank for you to enter what SGVCOG feels is appropriate for “Additional Services at Authority’s Request”. Given the uncertainties associated with the unusual process of rebidding a project mid-way through construction, we recommend that you allot a minimum of 10% of the total Amendment 8 amount under this item.

Should you have any questions, please do not hesitate to call me on my cell 714-331-6895.

Regards,

BIGGS CARDOSA
ASSOCIATES, INC.



Raj Bharil, PhD, PE, SE, PMP
Principal-In-Charge/Project Manager for
Fullerton Rd GSP Construction Support Services

RKB

Cc; Michael Thomas

Enclosures:

Attachment A – Scope of Work

Attachment B – Cost of Work

12-03B Fullerton Road Grade Separation – Task Order No. 5, Revision 8: Additional Design Support Services during Construction for Contract Extension through 12/31/2023

Revised July 17, 2020

**12-03 Biggs Cardosa Associates Inc.
Fullerton Road Grade Separation Project**

SCOPE OF SERVICES – ATTACHMENT "A"

Scope Matrix for Additional Design Support Services during Construction for Contract Extension through 12/31/2023 (Task Order No. 5, Revision 8)

The following is intended to supplement the ACE Construction Authority (Agency) 's Scope of Work in 12-03B Contract Task Order No.5, dated December 15, 2015, to Biggs Cardosa Associates, Inc. (BCA). The primary purpose of this Amendment is to assist the Agency in the continuation of design support services on project's construction phase including a re-bid effort of the unfinished project. Various tasks under this amendment are further described in a Scope Matrix Table.

This supplemental work request for additional design support services can be attributed to the following three categories:

1. Costs due to an increase in Consultant's performance period primarily resulting from the changes in construction completion timeline. The cost primarily includes the coordination and administration efforts (Task 3.1-1) required to move the project forward. Should the date of performance period be shortened or extended, appropriate adjustments to the task budget can be made.
2. Costs related to Re-Bid effort of the partially finished project to new contractors. This cost is in addition to coordination and administration efforts typically associated with the performance period of the Consultant for a performance period of 6 months (minimal construction support is assumed during this period).
3. Costs related to various supplemental services that have been identified to date by the Agency, deemed necessary for the continual performance of work, are on-going or completed, and have consumed some of prior allocated budget. Some of these supplemental services are identified as follows:
 - a. Requested change in scope to address three additional rounds of UPRR comments (in response to the review of Design Revision No. 3);
 - b. Production of a supplementary geotechnical report for use by Southern California Gas Company;
 - c. Multiple design revisions related to structures within UPRR right of way that included a new 1006' long T-Wall® and a shift of the temporary railroad retaining wall.

12-03B Fullerton Road Grade Separation – Task Order No. 5, Revision 8: Additional Design Support Services during Construction for Contract Extension through 12/31/2023

Revised July 17, 2020

- d. Development of additional 1006' long T-Wall® plans resulting from track grading revisions to address UPRR comments. The new wall serves as an extension eastward of T-Wall® No. 2 and includes a custom T-Wall® unit. Revisions are part of Design Revision No. 39.
- e. Shifting of the temporary railroad retaining wall 2' north to address UPRR comments. The temporary wall was originally laid out to be 10' north of ML 1. The beginning and end stations of the temporary wall were also moved. The changes affected all T-Wall® sheets. Revisions are part of Design Revision No. 9-2.
- f. Development of design calculations and details for spread footings to support Jack-in-the-Box menu signs. Revisions are part of Design Revision No. 23-1.
- g. Modifications of utilities carried in the box girder cells of the Railroad Street Overcrossing to accommodate the removal of Verizon and Time Warner conduits from the bridge, relocation of three remaining utilities, and addition of a manhole to the bridge deck to provide access to the air valves for the RWD water lines. Coordination with CM , RWD, and LACDPW on utility modifications. Revisions are part of Design Revision No. 29.
- h. Development of weep hole elevations for retaining walls (re-assignment of CM task).
- i. Provide Supplementary Geotechnical Report for Gas Company as requested by the Agency to support gas line relocation work.

12-03B Fullerton Road Grade Separation – Task Order No. 5, Revision 8: Additional Design Support Services during Construction for Contract Extension through 12/31/2023

Revised July 17, 2020

Section	Title	Notes	Participants	Deliverables
Task 1	Project Management/ Coord/Admin			
3.1-2a	Coordination and Meetings	<p>1. Participate in construction, design and other coordination meetings as required to maintain project progress and to facilitate the work impacting the design through the extended performance period (including Re-Bid phase). The work also includes attending and conducting other team meetings, correspondence, conference calls with CM team and SGVCOG, and others to support the project.</p> <p>2. Provide information pertinent to the design team's work in preparation for these meetings, such as snapshot plots of design progress and key issues/constraints related to the project. (Limited to simple plots/drawings as needed for conceptual reviews and discussions.)</p> <p>(See Assumption No. 3)</p>	BCA to attend. All other subs to attend relevant meetings.	Additional Meeting documents
3.1-2b	Administration	<p>Maintain project records and coordinate project activities with the agency/CM and subconsultants through the extended performance period.</p> <p>(See Assumption No. 3)</p>	BCA to lead. All subs to support.	None

12-03B Fullerton Road Grade Separation – Task Order No. 5, Revision 8: Additional Design Support Services during Construction for Contract Extension through 12/31/2023

Revised July 17, 2020

Section	Title	Notes	Participants	Deliverables
3.1-4	Progress Reports	Provide progress reports through the extended performance period. (See Assumption No. 3)	BCA to produce. All subs to support	Additional Progress reports
Task 9	Construction Support Phase			
3.9-4	Shop Drawing and Submittal Review	No new work (over the original task) is anticipated. (See Assumption No. 4)		
3.9-5	Additional Services at Agency Request	When requested by the Agency or the CM, assist in miscellaneous tasks such as new potholing, bid evaluation, exhibits, clarification of design intent, development of a new conformed set, or other critical tasks to facilitate the re-start of the construction work by the new contractor in a timely manner (See Assumption No. 5)	BCA to lead. All subs to support.	To be determined based on task assigned
3.9-5a	Temporary Traffic Signal Support	No new work is anticipated		
3.9-5b	Betterment	No new work is anticipated		
3.9-5d	UPRR Plan Updates – Based on 70 Sheets	No new work is anticipated		

12-03B Fullerton Road Grade Separation – Task Order No. 5, Revision 8: Additional Design Support Services during Construction for Contract Extension through 12/31/2023

Revised July 17, 2020

Section	Title	Notes	Participants	Deliverables
3.9-5e	UPRR Plan Updates – Based on 130 sheets	Revision of rail plans to reflect modifications stated in the UPRR comments matrix dated 12/13/19. On-going work. Addressing of additional UPRR comments (after the IFC plan set) on Design Revision 3. (See Assumption no. 6)	BCA to coordinate. KHA to produce.	1. Updated Rail Design plans 2. UPRR Specifications package
3.9-5g	Rowland-San Jose / Fullerton Intersection (DR-24)	Development of additional drawings at Authority request for changes to intersection due to change in ROW acquisition plans.	BCA to coordinate. JMD to provide, KHA to support.	Additional drawings
3.9-5j	Staging Changes at Fullerton / Gale Intersection (DR-36)	<ul style="list-style-type: none"> • Adjustment of joint layout and elevations on Gale Ave. • Addition of callouts for isolations joints, as needed. 	BCA to coordinate. KHA to produce.	Additional drawings
3.9-5k	Subsurface Investigations, Analysis and Report	No new work anticipated		
3.9-5l	Stage 3F Revisions (DR 37)	<ul style="list-style-type: none"> • Revision of staging plans to show a full closure of Fullerton at Gale and the SR-60 WB off-ramp. • Revision of traffic control along WB off-ramp to facilitate traffic onto SB Fullerton Road. • Revision of traffic control to facilitate closure for NB Fullerton Road, providing access to the WB loop on-ramp and SB from the WB off-ramp. 	BCA to coordinate. KHA to produce.	Additional drawings

12-03B Fullerton Road Grade Separation – Task Order No. 5, Revision 8: Additional Design Support Services during Construction for Contract Extension through 12/31/2023

Revised July 17, 2020

Section	Title	Notes	Participants	Deliverables
3.9-6	Site Visits	Additional site visits to investigate or review the issues raised in the extended construction period. These visits are topic-specific and are not included as part of normal coordination meetings. (See Assumption No. 7)	BCA to attend. Subs to attend as needed.	None
3.9-6a	Site Visits Associated with Utilities	Additional site visits specific to utility-related matters and utility field meetings as required. Included in 3.9-6. (See Assumption No. 7)	BCA to attend.	None
3.9-7	Respond to Inquiries/RFIs	<ol style="list-style-type: none"> 1. Reviews of and responses to additional RFIs received and expected based on the trend. (See assumption no. 4). 2. Performance of necessary investigations, preparation of responses, production of the report(s), and development of plan sheet(s) for RFI related inquiries. 3. Respond to potential claim-related issues at the direction of the Agency. 4. Development of Design Revision (DR) summary spreadsheets for each DR. (See Assumption No. 8)	BCA to coordinate and lead. Subs to support.	Additional RFI responses, information, documents, and design changes
3.9-7a	Respond to Pump Station related RFIs	No new work is anticipated. (See Assumption No. 8)		

12-03B Fullerton Road Grade Separation – Task Order No. 5, Revision 8: Additional Design Support Services during Construction for Contract Extension through 12/31/2023

Revised July 17, 2020

Section	Title	Notes	Participants	Deliverables
3.9-9, 3.10-1, 3.10.2 & 3-10-3	Red-line as-built tracking, Develop Final Record Drawings, Deliver project files and Recorded Monumentation	Resume the remaining construction closeout activities at the end of the extended construction period. (See Assumption No. 9)	No Change	No Change
Task 11	Re-Bid Phase			
3.11-1	Coordination for Re-Bid Effort	<ol style="list-style-type: none"> 1. Participate in coordination meetings as required to maintain Re-Bid progress. Provide necessary information as applicable for these meetings (Included in 3.1.2a). 2. Visit the project site to collect necessary information as required for Re-Bid effort (Included in 3.1.2a). 3. Coordinate and administer the Re-Bid efforts with the CM team, SGVCOG, design team members, and other parties to support the Re-Bid effort. (See Assumption No. 10)	BCA and KHA to attend meetings. All other subs to attend relevant meetings when requested.	None

12-03B Fullerton Road Grade Separation – Task Order No. 5, Revision 8: Additional Design Support Services during Construction for Contract Extension through 12/31/2023

Revised July 17, 2020

Section	Title	Notes	Participants	Deliverables
3.11-2	Update Plans and As-built Information	<ol style="list-style-type: none"> 1. Collect, review, and preserve as-built information as a part of project construction documentation 2. Develop a set of “plan update guidelines”, in conjunction with the Agency and CM, to identify the scope of work remaining for the Re-bid. 3. Using the guidelines developed in the prior step, update the affected design plans suitable for “Re-Bid” by new contractors 4. Resolve and incorporate comments generated from interdisciplinary reviews, Agency reviews, and CM reviews. <p>(See Assumptions No. 11)</p>	BCA to lead. All subs to support.	Plan update guidelines, Re-Bid plans

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Section	Title	Notes	Participants	Deliverables
3.11-3	Update Specifications	<ol style="list-style-type: none"> 1. Review changes made to-date in the project technical specifications 2. Develop specification update guidelines, in conjunction with the Agency and CM, to identify the scope of work remaining for the Re-bid. 3. Using the guidelines developed in the prior step, update the affected specifications suitable for “Re-Bid” by new contractors 4. Resolve and incorporate comments generated from interdisciplinary reviews, Agency reviews, and CM reviews. 5. Review the final Re-Bid specifications (to be assembled by the Agency) for compliance with the design intent <p>(See Assumption No. 12)</p>	BCA to lead. All subs to support.	Specification update guidelines, Re-bid specifications

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Section	Title	Notes	Participants	Deliverables
3.11-4	Update Quantities	<ol style="list-style-type: none"> 1. Review changes made to-date in the project quantities (to be provided by CM) 2. Develop quantities update guidelines, in conjunction with the Agency and CM, to identify the scope of work remaining for the Re-bid. 3. Using the guidelines developed in the prior step, update the affected quantities suitable for “Re-Bid” by new contractors 4. Resolve and incorporate comments generated from interdisciplinary reviews, Agency reviews, and CM reviews. <p>(See Assumption 13)</p>	BCA to lead. All subs to support.	Quantities update guidelines, Re-bid quantities
3.11-5	Review Re-Bid Set	<ol style="list-style-type: none"> 1. Review the assembled Re-Bid Set for compliance with the design intent 2. Resolve and incorporate comments generated from interdisciplinary reviews, QMS audits, Agency reviews, and CM reviews. <p>(See Assumption 14)</p>	BCA to lead. All subs to support.	Comments resolution worksheet
3.11-6	Pre-Bid Meeting	<ol style="list-style-type: none"> 1. Attend Pre-Bid Meeting with prospective bidders 2. Attend Pre-Bid Walk through with prospective bidders <p>(See Assumption No. 15)</p>	BCA to lead. All subs to support.	None

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Section	Title	Notes	Participants	Deliverables
3.11-7	Respond to Inquiries	Respond to inquiries from the prospective bidders to clarify the design intent and re-bid scope of work at the request of the Agency or the CM (See Assumption No. 16)	BCA to lead. All subs to support.	Written responses
3.11-8	Addenda	Prepared Addendum to Re-Bid set to clarify the design intent and re-bid scope of work at the request of the Agency or the CM (See Assumption No. 17)	BCA to lead. All subs to support.	Addenda documents
3.11-9	Pre-Construction Meeting	1. Attend the Pre-Construction Meeting the selected contractor to facilitate re-start of the construction 2. Attend the site visit with the new construction team (See Assumption No. 18)	BCA to lead. All subs to support.	None

Assumptions:

Due to inherent uncertainties involved in the construction work and in advance of unprecedented such Re-Bid effort, the following assumptions were made in estimating our efforts and schedule of continuing design support services as presented in the above Scope Matrix Table. Occurrences identified for tasks in the following cost worksheet serve as the basis of our effort. Should deviations to these assumptions occur during a course of task execution, the associated cost and schedule shall be revisited, and reasonable adjustments to cost, schedule, and scope as deemed appropriate by both the Consultant and the Agency shall be made.

1. Extended Performance Period (all Items): The Agency will be increasing the current allotments to several tasks per the values indicated in Attachment B. These increased allocations are expected to be sufficient for the duration of the Construction Support Services phase of the Contract through duration of this project. The “extended performance period” under this Amendment is assumed from April 1, 2020

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to December 31, 2023 (45 months) beyond the currently allocated budget. This extended performance period includes the on-going construction work/suspension/negotiation period from April 1, 2020 to June 30, 2020 (3 months), a Re-Bid period (new task listed as task 11) to from July 1, 2020 to December 31, 2020 (6 months), additional extended (substantial) construction period from January 1, 2021 to August 30, 2023 (32 months), and a project closeout period from September 1, 2023 to December 31, 2023 (4 months). The “extended construction period” is assumed to be 35 months.

2. Limitations (all items): Participation in claims resolution, including dispute resolution boards, were not included as part of the construction support scope of work and would constitute extra work, requiring an additional amendment to the task order. Also, this amendment does not include all possible scenarios that may result from the current construction contract termination, re-packaging of partially completed project, work restart and re-bid conditions. Items that are not included in this Amendment are: i) continuous soil compaction testing and vibration/sound monitoring (due to foundation construction); ii) Remediation efforts involving hazardous materials or contamination of soil; iii) Efforts supporting the Agency in termination of Shimmick, iv) Potholing services (will be specifically added under 3.11-9 when directed by the Agency). Support services not specifically identified herein is not included. If above-requested allotments prove to be insufficient or the period is further extended, BCA reserves the right to reallocate/re-distribute unused/underutilized subtask budgets and submit additional task order amendment requests to adjust the budget further. Revisions to this amendment may be necessary as additional information becomes available.
3. Item 3.1-2a, 3.1-2b and 3.1-4 (Coordination and Meetings): Assume an average 1 construction coordination meeting per week for extended construction period, 1 design coordination meeting per week (utility coordination meeting included) for the extended performance period. The number of meetings is assumed to be 360 for BCA, 90 for KH, 40 for JMD, and 40 for Stantec. Activities related to project Administration and Progress Reports will also continue over the entire extended performance period.
4. Item 3.9-4 (Shop Drawings and Submittal Reviews): No new work is expected (over the original estimate). Replenish this item with the remaining budget prior to the reallocation.
5. Item 3.9-5 (Miscellaneous Services at Authority Request): The scope of work and associated cost of for all items of Re-bid effort is very difficult to determine at the time when this Amendment was prepared, and therefore, the any work not covered in other items will be performed as “Extra Work” under this task. This item serves as a placeholder for new items that are not listed in this scope matrix. All items will be negotiated and approved by the Agency before starting work. We recommend that SGVCOG allot a minimum of 10% of the total Amendment 8 amount under this item 3.9-5.
6. Item 3.9-5e (UPRR Plans Updates): Current UPRR update involves 130 sheets (requiring addition of 76 sheets). The current comments from UPRR, dated 5/23/2020, will be addressed with the remaining budget in Task 3.9-5e. Any additional rounds of comments, including follow up on previous comments, are not included in this scope of work

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7. Item 3.9-6 and 3.9-6a (Site Visits): Assume 1 general site visit per 3 months and 1 utility specific meetings per 6 months through the extended construction period. The number of site visits is assumed to be 12 for BCA, 5 for KH, 2 for JMD, 5 for Stantec, and 8 for EMI.
8. Items 3.9-7 and 3.9-7a (Respond to Inquiries/RFIs): Assume average 10 RFI per month through the extended construction period including Pump Station. The number of RFIs is assumed to be 100 for BCA, 20 for KH, 4 for JMD, 10 for Stantec, and 10 for EMI. Also assume that a “groundwater pump station treatment plant” will not be built under this contract.
9. Items 3.9-8, 3.9-9, 3.10-1, 3-10-2, and 3-10-3 (Various Construction Related Activities): Assumes 76 new sheets are added (over the original 691 sheets) from UPRR updates under items 3.10-1. This task also replenishes the previous budget prior to the reallocation.
10. Item 3.11-1 (Re-Bid Coordination): Assumes 1 coordination meeting per week and 1 site visit during the re-bid phase period over the extended performance period (6 months duration). These meetings are included in item 3.1-2a
11. Item 3.11-2 (Update Plans and As-Built Information): A total of 190 sheets are anticipated requiring some level of updates based on known changes and as-built markups provided by CM team and the original Contractor. Due to unprecedented nature of Re-Bid, the updates will be based on a set of Re-Bid Update guidelines developed jointly with the Agency and the CM. No update to original codes/standards/manuals, design/check calculations, or unaffected plans (with no work completed to-date), are anticipated. Updates to the IFC PE seal and signature dates on affected sheets will not be required. It is further assumed that markups from the CM and the previous Contractor (Shimmick) will clearly indicate elements constructed via highlighting each element on the plans. Irrelevant field notes or other extraneous information will be removed on these plans. Updated plans will contain a general indication of areas by clouding/graying or other similar methods. Revising the design to join at precise locations on surveys or other information will not be included. Since a full set of markups, updated base maps, have not been received at the time of preparation of this Amendment, up to 8 hours per sheet have been assumed. The approximate number of sheets requiring revisions is expected to about 40 for Biggs Cardosa Associates, 100 for Kimley-Horn Associates, 36 for J. M. Diaz, and 14 for Stantec). Assume two review/revision cycles.
12. Item 3.11-3 (Update Specifications): Specification update will be based on known changes and as-built markups provided by CM team and the original contractor. Only technical provisions will be updated, the re-assembled Re-Bid specifications will be reviewed for the compliance with design intent. Updates to the IFC PE seal and signature dates on affected sheets may be required. We have assumed a certain number of hours (up to 352 hours by BCA and 260 hours by KHA) since the exact magnitude of effort associated with specification updates is unknown at this time. Limited updates to the original quantities are anticipated. Only a review of Re-Bid cost estimates (to be prepared by others) will be performed. Assumes two review/revisions cycles.
13. Item 3.11-4 (Update Quantities): Final quantities will be checked or recomputed for items that have significant cost overruns (a list will be provided by the CM). The CM and the Agency will adjust the re-computed quantities with previously paid/completed quantities to arrive at the Re-Bid quantities. We have assumed a certain number of hours (up to 216 hours by BCA and 370 hours by KHA) since the exact magnitude of effort associated with specification updates is unknown at this time. Cost estimating is excluded from this scope of

12-03B Fullerton Road Grade Separation – Task Order No. 5, Revision 8: Additional Design Support Services during Construction for Contract Extension through 12/31/2023

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work. No update to original codes/standards/manuals or unaffected specification sections (with no work completed to-date), are anticipated. Assumes two review/revisions cycles.

14. Item 3.11-5 (Review Re-Bid Set): Assumes two review/revisions cycles. Extensive revisions resulting from the reviews of outside agencies such as Los Angeles County, City of Industry, and UPRR are not included. It is further assumed that updates due to changed standards will not be required.
15. Item 3.11-6 (Pre-Bid Meeting): Assumes 1 office meeting followed by a site visit (same day)
16. Item 3.11-7 (Respond to Inquiries during Bidding Phase): Assume 5 inquiries from prospective bidders when requested by the Agency or CM
17. Item 3.11-8 (Addenda during Bidding Phase): Assume 1 addendum require during the bid process when requested by the Agency or CM
18. Item 3.11-9 (Pre-Construction Meeting): Assume 1 office meeting followed by a site visit (same day)

ATTACHMENT "B"

**12-03B: BIGGS CARDOSA ASSOCIATES, INC.
 PHASE 2; FINAL ENGINEERING FOR THE
 FULLERTON AVENUE GRADE SEPARATION PROJECT
 TASK ORDER NO. 5, REVISION NO. 8**

7/17/2020

TASK ORDER NO. 5 SUMMARY:	TASK ORDER VALUE
TASK ORDER NO. 5: DESIGN SUPPORT DURING BID AND CONSTRUCTION	\$1,904,958
THIS TASK ORDER NO. 5, REVISION 8: ADDITIONAL DESIGN SUPPORT SERVICES DURING CONSTRUCTION FOR CONTRACT EXTENSION THROUGH 12/31/2023	\$2,498,884
TOTAL AUTHORIZED TASK ORDER NO. 5 VALUE	\$4,403,842

CONTRACT VALUE SUMMARY:	TASK ORDER VALUE
TASK ORDER NO. 1	\$149,960
TASK ORDER NO. 1, REVISION NO. 1	\$0
TASK ORDER NO. 2	\$1,898,414
TASK ORDER NO. 2, REVISION NO. 1	\$186,991
TASK ORDER NO. 2, REVISION NO. 2	\$277,398
TASK ORDER NO. 2, REVISION NO. 3	\$0
TASK ORDER NO. 3	\$331,969
TASK ORDER NO. 3, REVISION NO. 1	\$389,351
TASK ORDER NO. 3, REVISION NO. 2	\$133,359
TASK ORDER NO. 3, REVISION NO. 3	\$39,482
TASK ORDER NO. 4	\$4,910,946
TASK ORDER NO. 4, REVISION NO. 1	\$128,643
TASK ORDER NO. 4, REVISION NO. 2	\$182,288
TASK ORDER NO. 4, REVISION NO. 3	\$762,932
TASK ORDER NO. 4, REVISION NO. 4	\$124,308
TASK ORDER NO. 5	\$1,720,188
TASK ORDER NO. 5, REVISION NO. 1	\$31,450
TASK ORDER NO. 5, REVISION NO. 2	\$0
TASK ORDER NO. 5, REVISION NO. 3	\$153,320
TASK ORDER NO. 5, REVISION NO. 4	\$0
TASK ORDER NO. 5, REVISION NO. 5	\$0
TASK ORDER NO. 5, REVISION NO. 6	\$0
TASK ORDER NO. 5, REVISION NO. 7	\$0
TASK ORDER NO. 5, REVISION NO. 8	\$2,498,884
TOTAL AUTHORIZED CONTRACT VALUE:	\$13,919,883

Additional Design Support Services During Construction for Contract Extension through 12/31/23 for Fullerton Road Grade Separation Project

Task No.	Task Description	R. Bharil (PIC/PM) (Key)	J. Wong (PE/Dep PM) (Key)	Principal III	Principal II	Principal I	Associate (QC)	Engrg Manager (formerly PM)	Senior Engineer	Project Engineer (QC)	Staff Engineer	Assistant Engineer	Junior Engineer	Sr. CAD Drafter	Project Controls	Admin	BCA Total Hours	BCA Labor Subtotal	KHA	JMD	Stantec (VAC)	EMI	RTEA	Total Cost																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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TASK 1 PROJECT MANAGEMENT/COORD/ADMIN																													3.1-2a	Coordination and Meetings																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		Construction/Design Meetings	180	360					8										548	\$90,386	\$47,065	\$6,257	\$8,378	\$0	\$0	\$152,085		Utility Coordination Meetings (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.1-2b	Administration	720	90	45	8	8	16	40	8							180		1,115	\$220,369	\$50,749	\$11,166	\$0	\$0	\$0	\$282,284	3.1-4	Progress Reports	180	45					8										953	\$152,451	\$44,592	\$11,166	\$5,655	\$0	\$0	\$213,864	TASK 9 CONSTRUCTION SUPPORT PHASE																													3.9-4	Shop Drawing and Submittal Review (prior scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$221,267	3.9-5	Additional Services at Authority's Request																	0	\$0	\$0	\$0	\$0	\$0	\$0		3.9-5a	Temporary Traffic Signals Support (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-5b	Additional Drawings (Betterment) (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-5d	UPRR Plan Updates - Based on 70 sheets (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-5e	UPRR Plan Updates -Based on 130 sheets	15	76											76				167	\$22,435	\$87,765	\$0	\$0	\$0	\$0	\$110,199	3.9-5g	Design Revisions for Rowland/San Jose and Fullerton Rd Intersection Paving Limits	8	24											16				48	\$6,885	\$0	\$12,898	\$0	\$0	\$0	\$19,783	3.9-5j	Fullerton/Gale Intersection Staging Changes at Agency Request (DR-36) (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-5k	Supplementary Geotechnical Report (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-5l	Stage 3F Revisions (DR-37)		8															8	\$1,063	\$19,847	\$0	\$0	\$0	\$0	\$20,910	3.9-6	Site Visits	48	96					8		8	0							160	\$26,112	\$13,876	\$1,032	\$8,378	\$11,130	\$0	\$60,529	3.9-6a	Site Visits associated with Utilities (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-7	Respond to Inquiries/RFIs	210	840					40	11	53	420	11	21	105		53		1,762	\$238,189	\$56,766	\$14,707	\$37,565	\$17,505	\$20,736	\$385,469	3.9-7a	Pump Station Related Inquiries/RFIs (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-8	Change Order Preparation and Review (prior scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,019	3.9-9	Redline As-Built Tracking (prior scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,771	TASK 10 PROJECT CLOSEOUT																													3.10-1	Develop Final Record Drawing Plans (prior scope + more)	8	76								152							540	\$63,429	\$0	\$0	\$0	\$0	\$0	\$198,679	3.10-2	Deliver Project Files (prior scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,511	3.10-3	Recorded Monumentations (prior scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,691	TASK 11 RE-BID PHASE																													3.11-1	Coordination for Re-Bid	40	40	24														104	\$21,913	\$18,945	\$1,747	\$2,513	\$0	\$0	\$45,118	3.11-2	Update Plans and As-Built Information	40	80	8					40	40	80				320			608	\$78,978	\$122,373	\$11,195	\$6,651	\$0	\$0	\$219,197	3.11-3	Update Specifications	40	80	16			40		160	16								352	\$57,522	\$54,863	\$2,124	\$2,476	\$0	\$0	\$116,984	3.11-4	Update Quantities	24	80	8					80	24								216	\$33,235	\$51,446	\$4,768	\$1,149	\$0	\$0	\$90,599	3.11-5	Review Re-Bid Set	60	120	16			120		40						40			396	\$67,950	\$24,505	\$4,564	\$1,676	\$0	\$0	\$98,695	3.11-6	Pre-Bid Meeting	8	8	2														18	\$3,515	\$2,785	\$626	\$628	\$0	\$0	\$7,554	3.11-7	Respond to Inquiries during bidding phase	20	40	2														62	\$10,514	\$11,668	\$3,513	\$1,676	\$0	\$0	\$27,370	3.11-8	Addenda during bidding phase	8	16	2											40			66	\$9,239	\$26,629	\$6,102	\$838	\$0	\$0	\$42,808	3.11-9	Pre-Construction Meeting	8	16	2														26	\$4,578	\$3,280	\$626	\$0	\$0	\$0	\$8,483	Total Hours		1,617	2,095	125	8	8	176	104	339	141	652	11	21	901	720	233	7,149	\$1,108,761	\$637,155	\$92,490	\$77,583	\$28,635	\$20,736	\$2,470,869																			ODC-BCA: Mileage (43 mi round trip for 1 person -field visits & other misc travel at \$0.575/mile)		\$495																								ODC-BCA: Copies (at \$0.25 ea)		\$1,250																								ODC-BCA: Plots (6 sf @ \$1.5/sf - assume 5 times for check plots and reviews)		\$4,500																								ODC-BCA: Plan Copies (8 sets at \$1.50 ea)		\$1,200																								ODC-BCA: Courier Deliveries (at \$80 ea)		\$800																								ODC-BCA: Express Deliveries (at \$20 ea)		\$200																								ODC-BCA: CDs (at \$1 ea)		\$0																								ODC-BCA: Parking (at \$25 ea)		\$0																								ODC-BCA & Subs - Total Reimbursables		\$8,445	\$17,736	\$335	\$1,500	\$0	\$0	\$28,015	TOTAL FEE																		\$1,117,206	\$654,890	\$92,825	\$79,083	\$28,635	\$20,736	\$2,498,884
3.1-2a	Coordination and Meetings																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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3.1-2b	Administration	720	90	45	8	8	16	40	8							180		1,115	\$220,369	\$50,749	\$11,166	\$0	\$0	\$0	\$282,284																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
3.1-4	Progress Reports	180	45					8										953	\$152,451	\$44,592	\$11,166	\$5,655	\$0	\$0	\$213,864																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
TASK 9 CONSTRUCTION SUPPORT PHASE																													3.9-4	Shop Drawing and Submittal Review (prior scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$221,267	3.9-5	Additional Services at Authority's Request																	0	\$0	\$0	\$0	\$0	\$0	\$0		3.9-5a	Temporary Traffic Signals Support (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-5b	Additional Drawings (Betterment) (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-5d	UPRR Plan Updates - Based on 70 sheets (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-5e	UPRR Plan Updates -Based on 130 sheets	15	76											76				167	\$22,435	\$87,765	\$0	\$0	\$0	\$0	\$110,199	3.9-5g	Design Revisions for Rowland/San Jose and Fullerton Rd Intersection Paving Limits	8	24											16				48	\$6,885	\$0	\$12,898	\$0	\$0	\$0	\$19,783	3.9-5j	Fullerton/Gale Intersection Staging Changes at Agency Request (DR-36) (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-5k	Supplementary Geotechnical Report (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-5l	Stage 3F Revisions (DR-37)		8															8	\$1,063	\$19,847	\$0	\$0	\$0	\$0	\$20,910	3.9-6	Site Visits	48	96					8		8	0							160	\$26,112	\$13,876	\$1,032	\$8,378	\$11,130	\$0	\$60,529	3.9-6a	Site Visits associated with Utilities (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-7	Respond to Inquiries/RFIs	210	840					40	11	53	420	11	21	105		53		1,762	\$238,189	\$56,766	\$14,707	\$37,565	\$17,505	\$20,736	\$385,469	3.9-7a	Pump Station Related Inquiries/RFIs (no new scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	3.9-8	Change Order Preparation and Review (prior scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,019	3.9-9	Redline As-Built Tracking (prior scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,771	TASK 10 PROJECT CLOSEOUT																													3.10-1	Develop Final Record Drawing Plans (prior scope + more)	8	76								152							540	\$63,429	\$0	\$0	\$0	\$0	\$0	\$198,679	3.10-2	Deliver Project Files (prior scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,511	3.10-3	Recorded Monumentations (prior scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,691	TASK 11 RE-BID PHASE																													3.11-1	Coordination for Re-Bid	40	40	24														104	\$21,913	\$18,945	\$1,747	\$2,513	\$0	\$0	\$45,118	3.11-2	Update Plans and As-Built Information	40	80	8					40	40	80				320			608	\$78,978	\$122,373	\$11,195	\$6,651	\$0	\$0	\$219,197	3.11-3	Update Specifications	40	80	16			40		160	16								352	\$57,522	\$54,863	\$2,124	\$2,476	\$0	\$0	\$116,984	3.11-4	Update Quantities	24	80	8					80	24								216	\$33,235	\$51,446	\$4,768	\$1,149	\$0	\$0	\$90,599	3.11-5	Review Re-Bid Set	60	120	16			120		40						40			396	\$67,950	\$24,505	\$4,564	\$1,676	\$0	\$0	\$98,695	3.11-6	Pre-Bid Meeting	8	8	2														18	\$3,515	\$2,785	\$626	\$628	\$0	\$0	\$7,554	3.11-7	Respond to Inquiries during bidding phase	20	40	2														62	\$10,514	\$11,668	\$3,513	\$1,676	\$0	\$0	\$27,370	3.11-8	Addenda during bidding phase	8	16	2											40			66	\$9,239	\$26,629	\$6,102	\$838	\$0	\$0	\$42,808	3.11-9	Pre-Construction Meeting	8	16	2														26	\$4,578	\$3,280	\$626	\$0	\$0	\$0	\$8,483	Total Hours		1,617	2,095	125	8	8	176	104	339	141	652	11	21	901	720	233	7,149	\$1,108,761	\$637,155	\$92,490	\$77,583	\$28,635	\$20,736	\$2,470,869																			ODC-BCA: Mileage (43 mi round trip for 1 person -field visits & other misc travel at \$0.575/mile)		\$495																								ODC-BCA: Copies (at \$0.25 ea)		\$1,250																								ODC-BCA: Plots (6 sf @ \$1.5/sf - assume 5 times for check plots and reviews)		\$4,500																								ODC-BCA: Plan Copies (8 sets at \$1.50 ea)		\$1,200																								ODC-BCA: Courier Deliveries (at \$80 ea)		\$800																								ODC-BCA: Express Deliveries (at \$20 ea)		\$200																								ODC-BCA: CDs (at \$1 ea)		\$0																								ODC-BCA: Parking (at \$25 ea)		\$0																								ODC-BCA & Subs - Total Reimbursables		\$8,445	\$17,736	\$335	\$1,500	\$0	\$0	\$28,015	TOTAL FEE																		\$1,117,206	\$654,890	\$92,825	\$79,083	\$28,635	\$20,736	\$2,498,884																																																																																																																																																															
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3.10-2	Deliver Project Files (prior scope)																	0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,511																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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TASK 11 RE-BID PHASE																													3.11-1	Coordination for Re-Bid	40	40	24														104	\$21,913	\$18,945	\$1,747	\$2,513	\$0	\$0	\$45,118	3.11-2	Update Plans and As-Built Information	40	80	8					40	40	80				320			608	\$78,978	\$122,373	\$11,195	\$6,651	\$0	\$0	\$219,197	3.11-3	Update Specifications	40	80	16			40		160	16								352	\$57,522	\$54,863	\$2,124	\$2,476	\$0	\$0	\$116,984	3.11-4	Update Quantities	24	80	8					80	24								216	\$33,235	\$51,446	\$4,768	\$1,149	\$0	\$0	\$90,599	3.11-5	Review Re-Bid Set	60	120	16			120		40						40			396	\$67,950	\$24,505	\$4,564	\$1,676	\$0	\$0	\$98,695	3.11-6	Pre-Bid Meeting	8	8	2														18	\$3,515	\$2,785	\$626	\$628	\$0	\$0	\$7,554	3.11-7	Respond to Inquiries during bidding phase	20	40	2														62	\$10,514	\$11,668	\$3,513	\$1,676	\$0	\$0	\$27,370	3.11-8	Addenda during bidding phase	8	16	2											40			66	\$9,239	\$26,629	\$6,102	\$838	\$0	\$0	\$42,808	3.11-9	Pre-Construction Meeting	8	16	2														26	\$4,578	\$3,280	\$626	\$0	\$0	\$0	\$8,483	Total Hours		1,617	2,095	125	8	8	176	104	339	141	652	11	21	901	720	233	7,149	\$1,108,761	\$637,155	\$92,490	\$77,583	\$28,635	\$20,736	\$2,470,869																			ODC-BCA: Mileage (43 mi round trip for 1 person -field visits & other misc travel at \$0.575/mile)		\$495																								ODC-BCA: Copies (at \$0.25 ea)		\$1,250																								ODC-BCA: Plots (6 sf @ \$1.5/sf - assume 5 times for check plots and reviews)		\$4,500																								ODC-BCA: Plan Copies (8 sets at \$1.50 ea)		\$1,200																								ODC-BCA: Courier Deliveries (at \$80 ea)		\$800																								ODC-BCA: Express Deliveries (at \$20 ea)		\$200																								ODC-BCA: CDs (at \$1 ea)		\$0																								ODC-BCA: Parking (at \$25 ea)		\$0																								ODC-BCA & Subs - Total Reimbursables		\$8,445	\$17,736	\$335	\$1,500	\$0	\$0	\$28,015	TOTAL FEE																		\$1,117,206	\$654,890	\$92,825	\$79,083	\$28,635	\$20,736	\$2,498,884																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
3.11-1	Coordination for Re-Bid	40	40	24														104	\$21,913	\$18,945	\$1,747	\$2,513	\$0	\$0	\$45,118																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
3.11-2	Update Plans and As-Built Information	40	80	8					40	40	80				320			608	\$78,978	\$122,373	\$11,195	\$6,651	\$0	\$0	\$219,197																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
3.11-3	Update Specifications	40	80	16			40		160	16								352	\$57,522	\$54,863	\$2,124	\$2,476	\$0	\$0	\$116,984																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
3.11-4	Update Quantities	24	80	8					80	24								216	\$33,235	\$51,446	\$4,768	\$1,149	\$0	\$0	\$90,599																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
3.11-5	Review Re-Bid Set	60	120	16			120		40						40			396	\$67,950	\$24,505	\$4,564	\$1,676	\$0	\$0	\$98,695																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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3.11-7	Respond to Inquiries during bidding phase	20	40	2														62	\$10,514	\$11,668	\$3,513	\$1,676	\$0	\$0	\$27,370																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
3.11-8	Addenda during bidding phase	8	16	2											40			66	\$9,239	\$26,629	\$6,102	\$838	\$0	\$0	\$42,808																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
3.11-9	Pre-Construction Meeting	8	16	2														26	\$4,578	\$3,280	\$626	\$0	\$0	\$0	\$8,483																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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TOTAL FEE																		\$1,117,206	\$654,890	\$92,825	\$79,083	\$28,635	\$20,736	\$2,498,884																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		

Note: For cost calculations for items 3.9-4, 3.9-8, 3.9-9, 3.10-1, 3.10-2, 3.10-3, and 3.11-9, see "Add-On Tasks" Table. Item 3.9.5 will be added by SGVCOG

"Add-On Tasks" Table (Prior unused scope with added current scope)

Task No.	Task Description	Original Task Budget (w/0 Reallocation)	Task Budget Used (as of 03/31/2020)	Additional Task Budget Requested	Final Task Budget	Adjusted Final Task Budget (Add 0% for escalation)
TASK 9 CONSTRUCTION SUPPORT PHASE						
3.9-4	Shop Drawing and Submittal Review (prior scope)	\$255,850	\$83,010		\$221,267	\$221,267
3.9-4a	PS Shop Drawing and Submittal Review (prior scope) - Include in 3.9-4	\$59,569	\$11,142			
3.9-5	Miscel. Services at Authority Request (New T&M Budget)					
3.9-8	Change Order Preparation and Review (prior scope)	\$56,635	\$48,616		\$8,019	\$8,019
3.9-9	Redline As-Built Tracking (prior scope)	\$41,771			\$41,771	\$41,771
TASK 10 PROJECT CLOSEOUT						
3.10-1	Develop Final Record Drawing Plans (prior scope + current scope)	\$135,251		\$63,429	\$198,679	\$198,679
3.10-2	Deliver Project Files (prior scope)	\$46,511			\$46,511	\$46,511
3.10-3	Recorded Monumentations (prior scope)	\$52,691			\$52,691	\$52,691
Total Cost		\$648,278	\$142,769	\$63,429	\$568,938	\$568,938

12-03B: BIGGS CARDOSA ASSOCIATES, INC.
Additional Design Support Services During Construction for Contract Extension through 12/31/23
for Fullerton Road Grade Separation Project

Task No.	Description	Sam Mansour	Darren Adrian	Sr. Tech Advisor	Sr. Professional	Professional	Sr. Analyst	Analyst	Sr. Designer	Designer	Project Support	Clerical	KHA Total Hours	KHA Labor Subtotal	
		\$291.81	\$247.25	\$334.64	\$256.29	\$192.79	\$141.32	\$98.23	\$153.47	\$94.99	\$129.76	\$84.58			
TASK 1 PROJECT MANAGEMENT/COORD/ADMIN															
3.1-2a	Coordination and Meetings (45 mo)												0	\$0	
	Construction Meetings (90)		50			180							230	\$47,065	
	Utility Coordination Meetings (not in scope)												0	\$0	
3.1-2b	Administration (45 mo)		80								180	90	350	\$50,749	
3.1-4	Progress Reports (45 mo)		40			180							220	\$44,592	
TASK 9 CONSTRUCTION SUPPORT PHASE															
3.9-4	Shop Drawing and Submittal Review (not in scope)												0	\$0	
3.9-5	Additional Drawings at Authority Request (not in scope)												0	\$0	
3.9-5a	Temporary Traffic Signals Support (not in scope)												0	\$0	
3.9-5b	Additional Drawings (Betterment) (not in scope)												0	\$0	
3.9-5d	UPRR Plan Updates - Based on 70 sheets (not in scope)												0	\$0	
3.9-5e	UPRR Plan Updates -Based on 130 sheets		80		11		400	80			6		577	\$87,765	
3.9-5g	DR for Rowland/San Jose and Fullerton Rd Intersection Paving Limits												0	\$0	
3.9-5j	Fullerton/Gale Intersection Staging Changes (DR-36) (not in scope)												0	\$0	
3.9-5k	Supplementary Geotechnical Report at Agency Request (non in scope)												0	\$0	
3.9-5l	Stage 3F Revisions (DR-37)		20		6	40	40						106	\$19,847	
3.9-6	Site Visits(5)		12		20	30							62	\$13,876	
3.9-6a	Site Visits associated with Utilities (not in scope)												0	\$0	
3.9-7	Respond to Inquiries/RFIs (20)		60		40	135	40						275	\$56,766	
3.9-7a	Pump Station Related Inquiries/RFIs (not in scope)												0	\$0	
3.9-8	Change Order Preparation and Review (not in scope)												0	\$0	
3.9-9	Redline As-Built Tracking (not in scope)												0	\$0	
TASK 10 PROJECT CLOSEOUT															
3.10-1	Develop Final Record Drawing Plans (not in scope)												0	\$0	
3.10-2	Deliver Project Files (not in scope)												0	\$0	
3.10-3	Recorded Monumentations (not in scope)												0	\$0	
TASK 11 RE-BID PHASE															
3.11-1	Coordination for Re-Bid		40		20		40						100	\$18,945	
3.11-2	Update Plans and As-Built Information (100 sheets)		40		80	200	100	400					820	\$122,373	
3.11-3	Update Specifications		40		80	100					40		260	\$54,863	
3.11-4	Update Quantities		30		40		100	200					370	\$51,446	
3.11-5	Review Re-Bid Set		16		20	80							116	\$24,505	
3.11-6	Pre-Bid Meeting		4		4	4							12	\$2,785	
3.11-7	Respond to Inquiries during bidding phase (assume 7)		16			40							56	\$11,668	
3.11-8	Addenda during bidding phase (assume 2)		24		20	40		80					164	\$26,629	
3.11-9	Pre-Construction Meeting		6		4	4							14	\$3,280	
Total Hours		0	558	0	345	1033	680	800	0	0	226	90	3732	\$637,155	
														ODC-KHA: Mileage (50 meetings, 42 mi round trip @ 1 person = 1890 mi (field visits & other misc travel) at \$0.575)	\$1,208
														ODC-KHA: Plots (336 sheets, 6 sf @ \$1/sf), (assume four times for check plots and reviews and 2 submittals)	\$16,128
														ODC-KHA: Courier Deliveries (5 at \$80)	\$400
														ODC - KHA: Total Reimbursables	\$17,736
														KHA: TOTAL FEE	\$654,890

KHA Notes:

- Occurrences identified for tasks in the fee sheet represent our estimate and serve as the basis of our effort. If the quantity or total effort exceeds this, we can provide the support at an additional cost.
- We assume that markups from the CM will clearly indicate elements constructed via highlighting each element on the plans. Irrelevant field notes or other extraneous information will not be included on these plans. Updated plans will contain a general indication of completed areas by clouding/graying or similar method. Revising the design to join at precise locations based on surveys or other other information is not included. Since the markups from CM have not been received, we assume up to 8 hours per sheet and up to 100 sheets. Any effort above this can be provide at an additional cost.
- The magnitude of effort associated with quantity updates is unknown at this time. We assume up to 370 hours. Effort beyond this can be provided at an additional cost.
- The magnitude of effort associated with specification updates is unknown at this time. We assume up to 260 hours. Effort beyond this can be provided at an additional cost.
- Cost estimating is excluded from this scope of work.
- Support not specifically identified herein is not included.
- Any items identified in the Scope of Work, but not indicated with effort and fee in this Worksheet are assumed to be provided by others and are not included, even if in the event that Kimely-Horn's name is identified.
- Visits to Site and Observation of Construction. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Shop Drawings. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have the authority or responsibility to stop or direct the work of any Contractor.
- Kimely-Horn's fee assumes 5 site visits (up to 62 hours) and 20 RFIs (up to 275 hours). Effort beyond this can be provided at an additional cost.

Additional Design Support Services During Construction for Contract Extension through 12/31/23
for Fullerton Road Grade Separation Project

Task No.	Description	Task Manager	QA/QC/VE Manager	Task Lead	Senior Project Engineer	Sr. Design Engineer	Sr. Designer	Analyst	CAD / Designer	Clerical	Intern	JMD Total Hours	JMD Labor Subtotal	
		\$250.13	\$245.24	\$156.42	\$125.31	\$101.70	\$101.70	\$101.70	\$77.75	\$65.78	\$56.96			
TASK 1 PROJECT MANAGEMENT/COORD/ADMIN														
3.1-2a	Coordination and Meetings											0	\$0	
	Construction/Utility/Design Meetings (40)			40								40	\$6,257	
	Utility Coordination Meetings (no new scope)											0	\$0	
3.1-2b	Administration	2		48						48		98	\$11,166	
3.1-4	Progress Reports	2		48						48		98	\$11,166	
TASK 9 CONSTRUCTION SUPPORT PHASE														
3.9-4	Shop Drawing and Submittal Review (prior scope)											0	\$0	
3.9-5	Additional Drawings at Authority Request											0	\$0	
3.9-5a	Temporary Traffic Signals Support (no new scope)											0	\$0	
3.9-5b	Additional Drawings (Betterment) (no new scope)											0	\$0	
3.9-5d	UPRR Plan Updates - Based on 70 sheets (no new scope)											0	\$0	
3.9-5e	UPRR Plan Updates -Based on 130 sheets											0	\$0	
3.9-5g	Design Revisions for Rowland/San Jose and Fullerton Rd Intersection Paving Limits (1)	2	2	8	16	20	30		40		8	126	\$12,898	
3.9-5j	Fullerton/Gale Intersection Staging Changes at Agency Request (DR-36) (no new scope)											0	\$0	
3.9-5k	Supplementary Geotechnical Report (no new scope)											0	\$0	
3.9-5l	Stage 3F Revisions (DR-37)											0	\$0	
3.9-6	Site Visits (2)			4			4					8	\$1,032	
3.9-6a	Site Visits associated with Utilities (no new scope)											0	\$0	
3.9-7	Respond to Inquiries/RFIs (4)	2	2	12	14	28	38		40	4		140	\$14,707	
3.9-7a	Pump Station Related Inquiries/RFIs (no new scope)											0	\$0	
3.9-8	Change Order Preparation and Review (prior scope)											0	\$0	
3.9-9	Redline As-Built Tracking (prior scope)											0	\$0	
TASK 10 PROJECT CLOSEOUT														
3.10-1	Develop Final Record Drawing Plans (prior scope + more)											0	\$0	
3.10-2	Deliver Project Files (prior scope)											0	\$0	
3.10-3	Recorded Monumentations (prior scope)											0	\$0	
TASK 11 RE-BID PHASE														
3.11-1	Coordination for Re-Bid	1	1	8								10	\$1,747	
3.11-2	Update Plans and As-Built Information (36)	1	1	8	10	20	30		40			110	\$11,195	
3.11-3	Update Specifications	1	1	4	8							14	\$2,124	
3.11-4	Update Quantities	1	1	4	8	12	14					40	\$4,768	
3.11-5	Review Re-Bid Set (1)	1	1	4	8	8	16					38	\$4,564	
3.11-6	Pre-Bid Meeting (1)			4								4	\$626	
3.11-7	Respond to Inquiries during bidding phase (4)	1	1	4	4	8	8			4		30	\$3,513	
3.11-8	Addenda during bidding phase (1)	1	1	4	6	10	15		20	2		59	\$6,102	
3.11-9	Pre-Construction Meeting (1)			4								4	\$626	
Total Hours		15	11	204	74	106	155	0	140	106	8	819	\$92,490	
													ODC-JMD: Mileage (18 meetings, 2 miles round trip at \$0.55 per mile)	\$20
													ODC-JMD: Copies (600 copies at \$0.25)	\$150
													ODC-JMD: Plans (30 at \$1.50)	\$45
													ODC-JMD: Postage (16 at \$2.50)	\$40
													ODC- JMD: Express Deliveries (4 at \$20)	\$80
													ODC-JMD: Toal Reimbursables	\$335
JMD: TOTAL FEE													\$92,825	

**Additional Design Support Services During Construction for Contract Extension through 12/31/23
for Fullerton Road Grade Separation Project**

Task No.	Description	Principal	Strom Drain Task Lead	Utilities Task Lead	Surveying Task Lead	Field Survey Crew	Senior Staff Engineer	Lead Designer	VAC (Stantec) Total Hours	VAC (Stantec) Labor Subtotal	
		\$252.04	\$209.44	\$200.20	\$192.51	\$274.97	\$143.66	\$116.46			
TASK 1 PROJECT MANAGEMENT/COORD/ADMIN											
3.1-2a	Coordination and Meetings								0	\$0	
	Construction/Utility/Design Meetings (40)		40						40	\$8,378	
	Utility Coordination Meetings (no new scope)								0	\$0	
3.1-2b	Administration								0	\$0	
3.1-4	Progress Reports		27						27	\$5,655	
TASK 9 CONSTRUCTION SUPPORT PHASE											
3.9-4	Shop Drawing and Submittal Review (prior scope)								0	\$0	
3.9-5	Additional Drawings at Authority Request								0	\$0	
3.9-5a	Temporary Traffic Signals Support (no new scope)								0	\$0	
3.9-5b	Additional Drawings (Betterment) (no new scope)								0	\$0	
3.9-5d	UPRR Plan Updates - Based on 70 sheets (no new scope)								0	\$0	
3.9-5e	UPRR Plan Updates -Based on 130 sheets								0	\$0	
3.9-5g	Design Revisions for Rowland/San Jose and Fullerton Rd Intersection Paving Limits								0	\$0	
3.9-5j	Fullerton/Gale Intersection Staging Changes at Agency Request (DR-36) (no new scope)								0	\$0	
3.9-5k	Supplementary Geotechnical Report (no new scope)								0	\$0	
3.9-5l	Stage 3F Revisions (DR-37)								0	\$0	
3.9-6	Site Visits (5)		40						40	\$8,378	
3.9-6a	Site Visits associated with Utilities (no new scope)								0	\$0	
3.9-7	Respond to Inquiries/RFIs (10)		80				80	80	240	\$37,565	
3.9-7a	Pump Station Related Inquiries/RFIs (no new scope)								0	\$0	
3.9-8	Change Order Preparation and Review (prior scope)								0	\$0	
3.9-9	Redline As-Built Tracking (prior scope)								0	\$0	
TASK 10 PROJECT CLOSEOUT											
3.10-1	Develop Final Record Drawing Plans (prior scope + more)								0	\$0	
3.10-2	Deliver Project Files (prior scope)								0	\$0	
3.10-3	Recorded Monumentations (prior scope)								0	\$0	
TASK 11 RE-BID PHASE											
3.11-1	Coordination for Re-Bid		12						12	\$2,513	
3.11-2	Update Plans and As-Built Information			16			24		40	\$6,651	
3.11-3	Update Specifications		8	4					12	\$2,476	
3.11-4	Update Quantities						8		8	\$1,149	
3.11-5	Review Re-Bid Set		8						8	\$1,676	
3.11-6	Pre-Bid Meeting		3						3	\$628	
3.11-7	Respond to Inquiries during bidding phase		8						8	\$1,676	
3.11-8	Addenda during bidding phase		4						4	\$838	
3.11-9	Pre-Construction Meeting								0	\$0	
		Total Hours	0	230	20	0	0	112	80	442	\$77,583
										ODC-Stantec: Obtain Preliminary Title Reports (Assume no reports)	\$0
										ODC-Stantec: Copies (at \$0.25)	\$500
										ODC-Stantec: Plans (at \$5.00)	\$500
										ODC-Stantec: Parking (at \$25)	\$100
										ODC-Stantec: Postage (at \$2.50)	\$100
										ODC-Stantec: Express Deliveries (at \$20)	\$300
										ODC-Stantec: Total Reimbursables	\$1,500
										Stantec: TOTAL FEE	\$79,083

Additional Design Support Services During Construction for Contract Extension through 12/31/23 and Various Supplemental Services for Fullerton Road Grade Separation Project

Task No.	Description	Andy Korkos Geotech PM	Sr. Geologist	Senior Engineer	Project Engineer	Senior Staff Engineer	Sr. Technician	Staff Engineer	EMI Total Hours	EMI Labor Subtotal	
		\$192.40	\$159.00	\$160.93	\$122.61	\$106.52	\$147.71	\$85.86			
TASK 1 PROJECT MANAGEMENT/COORD/ADMIN											
3.1-2a	Coordination and Meetings								0	\$0	
	Construction/Utility/Design Meetings								0	\$0	
	Utility Coordination Meetings (no new scope)								0	\$0	
3.1-2b	Administration								0	\$0	
3.1-4	Progress Reports								0	\$0	
TASK 9 CONSTRUCTION SUPPORT PHASE											
3.9-4	Shop Drawing and Submittal Review (prior scope)								0	\$0	
3.9-5	Additional Drawings at Authority Request								0	\$0	
3.9-5a	Temporary Traffic Signals Support (no new scope)								0	\$0	
3.9-5b	Additional Drawings (Betterment) (no new scope)								0	\$0	
3.9-5d	UPRR Plan Updates - Based on 70 sheets (no new scope)								0	\$0	
3.9-5e	UPRR Plan Updates -Based on 130 sheets								0	\$0	
3.9-5g	Design Revisions for Rowland/San Jose and Fullerton Rd Intersection Paving Limits								0	\$0	
3.9-5j	Fullerton/Gale Intersection Staging Changes at Agency Request (DR-36) (no new scope)								0	\$0	
3.9-5k	Supplementary Geotechnical Report (no new scope)								0	\$0	
3.9-5l	Stage 3F Revisions (DR-37) (no new scope)								0	\$0	
3.9-6	Site Visits (8)	40						40	80	\$11,130	
3.9-6a	Site Visits associated with Utilities (no new scope)								0	\$0	
3.9-7	Respond to Inquiries/RFIs (10)	40			80				120	\$17,505	
3.9-7a	Pump Station Related Inquiries/RFIs (no new scope)								0	\$0	
3.9-8	Change Order Preparation and Review (prior scope)								0	\$0	
3.9-9	Redline As-Built Tracking (prior scope)								0	\$0	
TASK 10 PROJECT CLOSEOUT											
3.10-1	Develop Final Record Drawing Plans (prior scope + more)								0	\$0	
3.10-2	Deliver Project Files (prior scope)								0	\$0	
3.10-3	Recorded Monumentations (prior scope)								0	\$0	
TASK 11 RE-BID PHASE											
3.11-1	Coordination for Re-Bid								0	\$0	
3.11-2	Update Plans and As-Built Information								0	\$0	
3.11-3	Update Specifications								0	\$0	
3.11-4	Update Quantities								0	\$0	
3.11-5	Review Re-Bid Set								0	\$0	
3.11-6	Pre-Bid Meeting								0	\$0	
3.11-7	Respond to Inquiries during bidding phase								0	\$0	
3.11-8	Addenda during bidding phase								0	\$0	
3.11-9	Pre-Construction Meeting								0	\$0	
Total Hours		80	0	0	80	0	0	40	200	\$28,635	
										ODC-EMI: Express Deliveries (0 @ \$25)	\$0
										ODC-EMI: Total Reimbursables	\$0
EMI: TOTAL FEE										\$28,635	

**Additional Design Support Services During Construction for Contract Extension through 12/31/23
for Fullerton Road Grade Separation Project**

Task No.	Description	Project Manager	Task Lead	Senior Staff Engineer	Project Controls	Utility Coordinator	Non-tech	RTEA Total Hours	RTEA Labor Subtotal	
		\$192.32	\$174.84	\$151.89	\$125.66	\$133.31	\$88.51			
TASK 1 PROJECT MANAGEMENT/COORD/ADMIN										
3.1-2a	Coordination and Meetings							0	\$0	
	Construction/Utility/Design Meetings							0	\$0	
	Utility Coordination Meetings (no new scope)							0	\$0	
3.1-2b	Administration							0	\$0	
3.1-4	Progress Reports							0	\$0	
TASK 9 CONSTRUCTION SUPPORT PHASE										
3.9-4	Shop Drawing and Submittal Review (prior scope)							0	\$0	
3.9-5	Additional Drawings at Authority Request							0	\$0	
3.9-5a	Temporary Traffic Signals Support (no new scope)							0	\$0	
3.9-5b	Additional Drawings (Betterment) (no new scope)							0	\$0	
3.9-5d	UPRR Plan Updates - Based on 70 sheets (no new scope)							0	\$0	
3.9-5e	UPRR Plan Updates -Based on 130 sheets							0	\$0	
3.9-5g	Design Revisions for Rowland/San Jose and Fullerton Rd Intersection Paving Limits							0	\$0	
3.9-5j	Fullerton/Gale Intersection Staging Changes at Agency Request (DR-36) (no new scope)							0	\$0	
3.9-5k	Supplementary Geotechnical Report (no new scope)							0	\$0	
3.9-5l	Stage 3F Revisions (DR-37) (no new scope)							0	\$0	
3.9-6	Site Visits							0	\$0	
3.9-6a	Site Visits associated with Utilities (no new scope)							0	\$0	
3.9-7	Respond to Inquiries/RFIs	16	40			80		136	\$20,736	
3.9-7a	Pump Station Related Inquiries/RFIs (no new scope)							0	\$0	
3.9-8	Change Order Preparation and Review (prior scope)							0	\$0	
3.9-9	Redline As-Built Tracking (prior scope)							0	\$0	
TASK 10 PROJECT CLOSEOUT										
3.10-1	Develop Final Record Drawing Plans (prior scope + more)							0	\$0	
3.10-2	Deliver Project Files (prior scope)							0	\$0	
3.10-3	Recorded Monumentations (prior scope)							0	\$0	
TASK 11 RE-BID PHASE										
3.11-1	Coordination for Re-Bid							0	\$0	
3.11-2	Update Plans and As-Built Information							0	\$0	
3.11-3	Update Specifications							0	\$0	
3.11-4	Update Quantities							0	\$0	
3.11-5	Review Re-Bid Set							0	\$0	
3.11-6	Pre-Bid Meeting							0	\$0	
3.11-7	Respond to Inquiries during bidding phase							0	\$0	
3.11-8	Addenda during bidding phase							0	\$0	
3.11-9	Pre-Construction Meeting							0	\$0	
Total Hours		16	40	0	0	80	0	136	\$20,736	
									ODC-RTEA: Mileage (0 meetings, 180 miles round trip at \$0.55 per mile)	\$0
									ODC-RTEA: Postage (0 at \$2.50)	\$0
									ODC-RTEA: Express Deliveries (0 at \$20)	\$0
									ODC-RTEA: Total Reimbursables	\$0
RTEA: TOTAL FEE									\$20,736	



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels, Chief Engineer

Date: July 27, 2020

SUBJECT: Receive and File: Quarterly Project Progress & Mitigation Monitoring Reports

RECOMMENDATION: Receive and file the SGVCOG Capital Projects Quarterly Progress and Mitigation Monitoring Reports for the period covering the 4th quarter of Fiscal Year 2020.

BACKGROUND: To keep the Capital Projects and Construction Committee as well as the interested public informed of the progress of design and construction of projects in the adopted ACE program as well as other Capital Projects being managed by the SGVCOG, staff submits progress reports to the Committee quarterly.

The attached project progress reports are prepared by the Project Managers for each respective active project and provide a one-page summary of expenditures, schedules, work completed and to be done, as well as any areas of concerns. In addition to these reports, staff will make an oral presentation to provide updates on the following for the period from April 1, 2020 through June 30, 2020:

- Major Activities Completed
- Construction and Design Progress
- Current Project Schedules
- Current Project Cost Estimates
- Project Funding

The attached environmental mitigation monitoring reports are prepared by our Outreach team for each project in construction. The mitigation monitoring reports track compliance during construction with environmental mitigations and best management practices as well as a summary of third party complaints and our response.



SR-57/SR-60 CONFLUENCE PROJECT

HIGHWAY IMPROVEMENT IN CITY OF DIAMOND BAR


PROJECT MANAGER: MARK CHRISTOFFELS

PROJECT DELIVERY TEAM				Traffic at Confluence			
DESIGN CONSULTANT: WKE CONSTRUCTION MGR: TBD CONTRACTOR: TBD							
WORK COMPLETED PAST QUARTER							
Final design work initiated Continued plan preparation for golf course modifications Initiated utility agreements for relocations Finalized agreement with LA County for golf course modifications							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS (\$ in Millions)			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT
Environmental				DESIGN	10%	\$0.1	\$0.1
CEQA	Jun-17	Jun-17	0	RIGHT-OF-WAY	0%	\$0.1	\$0.1
NEPA	-	-	-	CONSTRUCTION	0%	\$0.0	\$0.0
Design				TOTAL	88%	\$0.2	\$0.2
Complete Prel Design	-	-	-	Note:			
Final Design	Sep-21	Sep-21	0				
Invitation to Bid			0				
Bid Award							
Right-of-Way				ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing
All Parcels Available	Jan-23	Jan-23	0	Permanent Parcels	0	0	0
Construction				Temporary Parcels	0	0	0
Notice To Proceed	Jan-24	Jan-24	0	Total Parcels	0	0	0
Construction Complete	Jan-28	Jan-28	0	Note: To Be Determined			
Note:							
AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
<ul style="list-style-type: none"> None 				<ul style="list-style-type: none"> Confirm utility conflicts County to approve storm drain modifications Identify ROW needs Coordinate work with LA County Parks for golf course modifications Award a CM contract for golf course modifications Finalize PS&E for golf course modifications 			



BIKE SHARE PROGRAM

VARIOUS LOCATIONS THROUGHOUT SAN GABRIEL VALLEY
PROJECT MANAGER: CAITLIN SIMS

PROJECT DELIVERY TEAM				GOTCHA Bikes			
BIKE CONSULTANT: GOTCHA CONSTRUCTION MGR: NA							
WORK COMPLETED PAST QUARTER							
<ul style="list-style-type: none"> Final preparation for South El Monte launch Continued Bike Share Station Siting completed for 4 jurisdictions Development of protocol for COVID-19 sanitation 							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS (\$ in Millions)			
SCHEDULE ACTIVITIES	PLANNED	AMENDED	WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT
Environmental				DESIGN	0%	\$0.0	\$0.0
CEQA	-	-	-	RIGHT-OF-WAY	0%	\$0.0	\$0.0
NEPA	-	-	-	CONSTRUCTION	0%	\$0.0	\$0.0
Design				TOTAL	0%	\$0.0	\$0.0
Complete Prel Design	-	-	-	Note: Financial Updates forthcoming			
Final Design	-	-	-				
Invitation to Bid	Dec-18	Dec-18	0				
Bid Award	Feb-19	Feb-19	0				
Right-of-Way				ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Outstanding
All Parcels Available	N/A	N/A		Permanent Parcels	0	0	0
Construction				Temporary Parcels	0	0	0
Notice To Proceed	Mar-19	Mar-19	0	Total Parcels	0	0	0
Construction Complete	Mar-22	Mar-22	0		0	0	0
Note: Updated Completion Date				Note: None Required			
AREAS OF CONCERN							
<ul style="list-style-type: none"> Coordination with LA County Impact of COVID-19 Responsiveness of participating cities 				<ul style="list-style-type: none"> Installation of stations and bikes in South El Monte & preparation for launch Launch schedule for upcoming cities City Council consideration of bike share ordinance & MOAs 			

As of June 2020



FAIRWAY DRIVE

GRADE SEPARATION IN CITY OF INDUSTRY

PROJECT MANAGER: CHARLES TSANG

PROJECT DELIVERY TEAM				Contractor installing RCB precasted box sections along new MTD 694																			
DESIGN CONSULTANT: Jacobs/CH2M Hill CONSTRUCTION MGR: WSP CONTRACTOR: OHL USA																							
WORK COMPLETED PAST QUARTER																							
<ul style="list-style-type: none"> Completed rough grading at the intersection of Business Pkwy/Fairway; Continued installing equipment inside the pump station; Completed the installation of RCB precasted box section n/o tracks; Continued on fine grading/placing sub-ballast along mainline track bed; Began construction of bridge foundations; Continued to install railroad underdrain system along south UPRR ROW 																							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS (\$ in Millions)																			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT																
Environmental				DESIGN	100%	\$8.2	\$8.2																
IS/ND	Oct-12A	Oct-12A	0	RIGHT-OF-WAY	80%	\$37.2	\$33.6																
NEPA	N/A	N/A	0	CONSTRUCTION	68%	\$141.4	\$99.8																
Design				TOTAL	76%	\$186.9	\$141.6																
Complete Prel Design			0	Note:																			
Final Design	Jul-14A	Jul-14A	0	<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compensation Out-standing</th> </tr> </thead> <tbody> <tr> <td>Permanent Parc</td> <td>43</td> <td>43</td> <td>0</td> </tr> <tr> <td>Temporary Parc</td> <td>27</td> <td>27</td> <td>0</td> </tr> <tr> <td>Total Parcels</td> <td>70</td> <td>70</td> <td>0</td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing	Permanent Parc	43	43	0	Temporary Parc	27	27	0	Total Parcels	70	70	0
ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing																				
Permanent Parc	43	43	0																				
Temporary Parc	27	27	0																				
Total Parcels	70	70	0																				
Invitation to Bid			0																				
Bid Award			0																				
Right-of-Way																							
All Parcels Available	Apr-14A	Apr-14A	0																				
Construction																							
Notice To Proceed	Dec-14A	Dec-14A	0																				
Construction Complete	Sep-22	Mar-23	26																				
Note: Updated Construction Completion date.				Note:																			
AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD																			
				<ul style="list-style-type: none"> Construction of RCB MTD 694 north connection needs to be completed by Oct 2020 Construction of Phase 1 railroad bridge needs to be completed by late Oct 2020 																			



AT-GRADE CROSSING SAFETY IMPROVEMENTS - MONTEBELLO

VARIOUS LOCATION IN CITY OF MONTEBELLO
PROJECT MANAGER: ANDRES RAMIREZ

PROJECT DELIVERY TEAM				Vail Avenue Crossing																			
DESIGN CONSULTANT:		Moffat & Nichol																					
CONSTRUCTION MGR:		Ghiridelli																					
CONTRACTOR:		TBD																					
WORK COMPLETED PAST QUARTER																							
<ul style="list-style-type: none"> Adjusted project scope to S. Vail Ave. only. 35% interim design prepared for Vail Ave. 																							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS (\$ in Millions)																			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT																
Environmental				DESIGN																			
CEQA	Dec-19	Dec-19	0	RIGHT-OF-WAY	0%	\$0.0	\$0.0																
NEPA	-	-	-	CONSTRUCTION	0%	\$2.4	\$0.0																
Design				TOTAL																			
Complete Prel Design	-	-	-	Note:																			
Final Design	May-20	Oct-20	22	<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compensation Outstanding</th> </tr> </thead> <tbody> <tr> <td>Permanent Parcels</td> <td>-</td> <td>-</td> <td>0</td> </tr> <tr> <td>Temporary Parce</td> <td>-</td> <td>-</td> <td>0</td> </tr> <tr> <td>Total Parcels</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Outstanding	Permanent Parcels	-	-	0	Temporary Parce	-	-	0	Total Parcels	0	0	0
ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Outstanding																				
Permanent Parcels	-	-	0																				
Temporary Parce	-	-	0																				
Total Parcels	0	0	0																				
Invitation to Bid	May-20	Nov-20	26																				
Bid Award	Jul-20	Apr-21		Note: No Acquisitions required at this time																			
Right-of-Way																							
All Parcels Available	-	-	-																				
Construction																							
Notice To Proceed	Jun-20	Aug-21	61																				
Construction Complete	Jun-23	Aug-24	61																				
Note: Work to be broken up into interim and final phases. Interim to coincide with start of GS project and final to coincide with completion of GS project.																							
AREAS OF CONCERN																							
<ul style="list-style-type: none"> Complete design of interim improvements to include with GS Project. Coordination of work with the closure of Montebello Blvd. 				<ul style="list-style-type: none"> Complete design efforts. Place project out to bid. 																			



At-Grade Crossing Safety Improvements - Pomona

VARIOUS LOCATION IN CITY OF POMONA

PROJECT MANAGER: CHARLES TSANG

PROJECT DELIVERY TEAM				Pedestrian Crossing at Main Street																			
DESIGN CONSULTANT: RailPros CONSTRUCTION MGR: Ghiradelli CONTRACTOR: TBD																							
WORK COMPLETED PAST QUARTER <ul style="list-style-type: none"> Coordinate 95% comments review with UPRR Conducted field meeting with UPRR representative Conducted conference call with CPUC and Caltrans for project transfer arrangement from CPUC to Caltrans Continued to work with UPRR staff to finalize the COM Agreement 																							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS (\$ in Millions)																			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT																
Environmental				DESIGN	83%	\$4.4	\$4.1																
Statutory Exemption	Feb-18 A	Feb-18 A	0	RIGHT-OF-WAY	0%	\$0.8	\$0.0																
NEPA	N/A	N/A		CONSTRUCTION	0%	\$19.0	\$0.0																
Design				TOTAL	17%	\$24.2	\$4.1																
Complete Prel Design	Feb-17	Feb-17	0	Note:																			
Final Design	Sep-19	Jul-20	43																				
Invitation to Bid	Apr-20	Aug-20	17																				
Bid Award	Sep-20	Sep-20	0	<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compensation Out-standing</th> </tr> </thead> <tbody> <tr> <td>Permanent Par</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Temporary Par</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Total Parcels</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing	Permanent Par	0	0	0	Temporary Par	0	0	0	Total Parcels	0	0	0
ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing																				
Permanent Par	0	0	0																				
Temporary Par	0	0	0																				
Total Parcels	0	0	0																				
Right-of-Way																							
All Parcels Available	N/A	N/A	0																				
Construction				Note:																			
Notice To Proceed	Aug-20	Jan-21	22																				
Construction Complete	Sep-21	Apr-22	30																				
Note: Final Design, procurement and Construction schedule updated.																							
AREAS OF CONCERN																							
<ul style="list-style-type: none"> Need to work with CPUC to confirm funding and construction schedule. 				<ul style="list-style-type: none"> Receive approval of the COM agreement from UPRR 																			



RIO HONDO LOAD REDUCTION STRATEGY

VARIOUS LOCATION IN CITIES OF ROSEMEAD & EL MONTE

PROJECT MANAGER: MARK CHRISTOFFELS

PROJECT DELIVERY TEAM				Project Vicinity Map			
DESIGN CONSULTANT: CWE CONSTRUCTION MGR: TBD CONTRACTOR: TBD							
WORK COMPLETED PAST QUARTER Agencies agreed to proceed forward with an onsite treatment option Feasibility report was finalized							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS (\$ in Millions)			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT
Environmental				DESIGN	9%	\$1.8	\$0.3
CEQA	Jul-19	Jul-20	48	RIGHT-OF-WAY	0%	\$0.0	\$0.0
NEPA				CONSTRUCTION	0%	\$0.0	\$0.0
Design				TOTAL	16%	\$1.8	\$0.3
Complete Prel Design	-	-	-	Note:			
Final Design	Dec-19	Dec-20	52	ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Outstanding
Invitation to Bid	Feb-21	Feb-21	0				
Bid Award	May-21	May-21	0	Permanent Parcels	0	0	0
Right-of-Way				Temporary Parcels	0	0	0
All Parcels Available			0	Total Parcels	0	0	0
Construction				Note: To Be Determined			
Notice To Proceed	Jan-20	Jan-21	52				
Construction Complete	Dec-20	Dec-21	52				
Note: Updated Project Schedule Dates							
AREAS OF CONCERN							
Proposed alternative will have a high initial cost. Agencies will need to apply for grant funding under Measure W				Complete initial design work and apply for construction funding			



TURNBULL CANYON ROAD

GRADE SEPARATION IN CITY OF INDUSTRY

PROJECT MANAGER: Rene Coronel

PROJECT DELIVERY TEAM				Turnbull Overpass Rendering																			
DESIGN CONSULTANT: HNTB CONSTRUCTION MGR: ANSER ADVISORY CONTRACTOR: TBD																							
WORK COMPLETED PAST QUARTER																							
<ul style="list-style-type: none"> Completed 95% Design NEPA application to Caltrans is ongoing. Continued Right of Way Meetings with Property owners. Continued Coordination with Utility Companies 																							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS (\$ in Millions)																			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT																
Environmental				DESIGN	153%	\$5.2	\$7.9																
CEQA	Mar-19	Mar-19	0	RIGHT-OF-WAY	56%	\$5.0	\$2.8																
NEPA				CONSTRUCTION	0%	\$55.1	\$0.0																
Design				TOTAL	16%	\$65.2	\$10.7																
Complete Prel Design	Feb-17	Feb-17	0	Note:																			
Final Design	May-18	Jun-18	4																				
Invitation to Bid	Jan-20	Jan-20	0	<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compensation Outstanding</th> </tr> </thead> <tbody> <tr> <td>Permanent Parcels</td> <td>15</td> <td>1</td> <td>14</td> </tr> <tr> <td>Temporary Parcels</td> <td>22</td> <td>4</td> <td>18</td> </tr> <tr> <td>Total Parcels</td> <td>37</td> <td>5</td> <td>32</td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Outstanding	Permanent Parcels	15	1	14	Temporary Parcels	22	4	18	Total Parcels	37	5	32
ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Outstanding																				
Permanent Parcels	15	1	14																				
Temporary Parcels	22	4	18																				
Total Parcels	37	5	32																				
Bid Award				Note:																			
Right-of-Way																							
All Parcels Available	Mar-20	Aug-20	22																				
Construction																							
Notice To Proceed	Aug-20	Aug-22	104																				
Construction Complete	Jun-23	Jun-25	104																				
Note:																							
AREAS OF CONCERN																							
ACOE approval of Jose Creek Bridge design is critical path. Court action on r/w delayed by Corona 19 virus				Comments from 100% review are needed to further progress the project. Ongoing meetings with property owners impacted by the project. Complete NEPA process with Caltrans Need CTC approval for delay of project approvals																			



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels, Chief Engineer

Date: July 27, 2020

SUBJECT: Receive and File: Environmental Mitigation Monitoring Reports

RECOMMENDATION: Receive and file the ACE Projects Environmental Mitigation Monitoring Reports for the period covering the 4th quarter of Fiscal Year 2020.

BACKGROUND: Appended to this report are the quarterly environmental mitigation monitoring and public contact reports for each ACE project currently in construction. The monitoring reports track compliance during construction with environmental mitigations and best management practices, as well as a summary of third part complaints and our response.



Construction Mitigation Measure Matrix
The ACE Project
4th Quarter Report (April 1, 2020 – June 30, 2020)
Durfee Avenue Grade Separation Project

Mitigation Measure

Mitigation Complete

SITE INSPECTION: 6/18/20 WITH SOLOMON CHOI

Air quality

YES

NO

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"/> Ballast is all in place.	
6. Asphalt paving materials comply with SCAQMD Rule 453 regarding compliant paving material	<input checked="" type="checkbox"/>	

Archaeo & Paleo Monitoring

YES

NO

7. Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/> Worker education briefing was conducted on March 20, 2020.	
8. Conduct Paleontological Monitoring where excavation exceeds 3 meters (10 ft.) below ground surface (may be reduced as warranted)	<input checked="" type="checkbox"/> Paleontological 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"/> Paleontological Mitigation Plan (PMP), LSA, May 2019	

Noise & Vibration

YES

NO

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"/> Nighttime construction in 2 weeks for sewer installation.	
13. Noise monitoring conducted to demonstrate compliance with noise limits	<input checked="" type="checkbox"/> Noise monitoring will be conducted on an as needed basis. CIDH piles will be	

		used. No pile driving is planned.	
14.	Vibration monitoring performed during vibration intensive activities	<input checked="" type="checkbox"/> Preconstruction bldg. condition video is in process and will be on file when completed at the construction office for pre/post construction comparison of bldg. conditions.	
15.	Noise blankets used to reduce increased noise levels during operation of noise generating construction equipment and of operation of detour routes during construction		<input checked="" type="checkbox"/> No use of noise blankets is planned

Water Quality & Erosion

		YES	NO
16.	No detrimental discharge into drainages and bodies of water	<input checked="" type="checkbox"/> SWPPP compliance monitoring conducted bi-weekly through Sept. 2020. Then return to weekly.	
17.	A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	<input checked="" type="checkbox"/> SWPP prepared by SoCal Storm Water Runoff Solution Services 1/22/19	
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"/>	
20.	Erosion prevention planting used in conjunction with a geofabric, where feasible		<input checked="" type="checkbox"/> No geofabric is being used during this phase of construction

Hazardous Material/Wastes

		YES	NO
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"/>	

Biological Resources

24.	Bird surveys conducted prior to pruning and/or tree removal	<input checked="" type="checkbox"/> All trees have been removed.	
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General Construction Conditions

	YES	NO
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 activities, when feasible	<input checked="" type="checkbox"/>	

Traffic

	YES	NO
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"/> The haul routes are shown on the plans	
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 Durfee Avenue closure for bridge construction	<input checked="" type="checkbox"/> The detour routes are currently operational.	
34. Advance notice of proposed transit reroutes and any other changes in stops and service made		<input checked="" type="checkbox"/> N/A. There are no transit routes along Durfee Ave.
35. Traffic handling plans approved by the City of Pico Rivera	<input checked="" type="checkbox"/>	
36. Coordinate with City of Pico Rivera and LA County to provide advance notice of proposed traffic detours and their duration to the public	<input checked="" type="checkbox"/>	

Public Contacts Quarterly Report

DATE	CONTACT	QUERY	RESOLUTION
4/23/20	Business/Property Owner	Report discrepancy in height of newly constructed block wall.	Contractor made adjustments to correct block wall height.
5/1/20	Resident	Report structural damage due to construction activities and concern regarding distance of train to property once temporary railroad tracks become active.	Staff to conduct photographic survey of property to document existing conditions.
5/6/20	Resident	Concern regarding security of home due to metal structure behind property, potential water accumulation in the railroad right-of-	Contractor installed fence behind property to address security concerns. Staff to conduct photographic survey

		way and potential structural damage to property due to construction activities.	of property to document existing conditions.
5/24/20	Resident	Concern regarding trash accumulation behind property in railroad right-of-way.	Referred inquiry to UPRR.
6/18/20	Resident	Report overgrown shrubbery in railroad-right-of-way as fire hazard concern.	Referred inquiry to UPRR.
6/23/20	Business/Property Owner	Report parked vehicle blocking driveway entrance and dirt in parking lot due to construction activities.	Utility vehicle was moved. Contractor sent sweeper to mitigate and control fugitive dust.



Construction Mitigation Measure Matrix
The ACE Project
4th Quarter Report (April 1, 2020 – June 30, 2020)
Fairway Drive Grade Separation Project

Site Inspection Conducted 6/16/20 with Renen Cruz

Mitigation Measure

Mitigation Complete

Air quality

YES

NO

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"/>	

Archaeo & Paleo Monitoring

YES

NO

7.	Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/>	Worker education briefing was conducted on August 6, 2018. LSA will schedule a worker education briefing in the next few weeks for new construction staff.
8.	Conduct Paleontological Monitoring where excavation exceeds 1.5 meters (5 ft.) below ground surface (may be reduced as warranted)	<input checked="" type="checkbox"/>	Paleontological 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, January 30, 2015

Noise & Vibration

YES

NO

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 limits		<input checked="" type="checkbox"/> There are no sensitive noise receptors. No pile

		driving is being conducted
14. Vibration monitoring performed during vibration-intensive activities	<input checked="" type="checkbox"/> Preconstruction bldg. condition video is on file at construction office for pre/post construction comparison of bldg. conditions. No pile driving during this phase.	
15. Noise blanket used to reduce increased noise level during operation of detour route during construction		<input checked="" type="checkbox"/>

Water Quality & Erosion

	YES	NO
16. No detrimental discharge into drainages and bodies of water	<input checked="" type="checkbox"/> SWPPP compliance monitoring conducted weekly	
17. A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	<input checked="" type="checkbox"/> 12/29/14 SWPP prepared by Incompli, revised 5/4/15	
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"/>	
20. Erosion prevention planting used in conjunction with a geofabric, where feasible		<input checked="" type="checkbox"/> No use of Geofabric during this phase of construction

Hazardous Material/Wastes

	YES	NO
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"/>	

Biological Resources

	YES	NO
24. Bird surveys conducted prior to pruning and/or tree removal	<input checked="" type="checkbox"/>	

General Construction Conditions

	YES	NO
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 activities, when feasible	<input checked="" type="checkbox"/>	

Traffic

		YES	NO
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"/>	Fairway is closed between Walnut Dr and Business Pkwy
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 Fairway Drive closure for bridge construction	<input checked="" type="checkbox"/>	Fairway is closed, detour signs are in place and the detours are operational.
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 and Foothill Transit
35.	Traffic handling plans approved by 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 Fairway Drive and Gale Avenue/Walnut Drive	<input checked="" type="checkbox"/>	

Public Contacts Quarterly Report

DATE	CONTACT	QUERY	RESOLUTION
4/21/20	Business/Property Owner	Report concern regarding fence behind property not being secured and damaged.	Damaged fence investigated.
5/20/20	Resident	Inquiry regarding project schedule and completion date.	Information provided.
5/20/20	Property Owner	Report overgrown shrubbery and damaged fence on property.	Contractor took corrective action to address landscaping concerns and repaired fence.



Construction Mitigation Measure Matrix
Alameda Corridor-East Project
4th Quarter Report (April 1, 2020 – June 30, 2020)
Fullerton Road Grade Separation Project

Site Inspection: 6/16/20 Dominic Costello.
 Construction work temporarily stopped end of April 2020.

Mitigation Measure

Mitigation Complete

Air quality

YES

NO

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"/>	

Archaeo & Paleo Monitoring

YES

NO

7. Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/>	The briefing was completed on January 13, 2020. A new briefing will be scheduled when the new construction crew starts work.
8. Conduct Paleontological Monitoring where excavation exceeds 1.5 meters (5 ft.) below ground surface (may be reduced as warranted)	<input checked="" type="checkbox"/>	Grade separation excavation 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, September 19, 2016

Noise & Vibration

YES

NO

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 limits		<input checked="" type="checkbox"/>

14. Vibration monitoring performed during vibration-intensive activities		<input checked="" type="checkbox"/> Preconstruction video of adjacent bldg. conditions is on file at construction office. Vibration monitoring will be conducted on an as needed basis.
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Water Quality & Erosion

	YES	NO
15. No detrimental discharge into drainages and bodies of water	<input checked="" type="checkbox"/>	
16. A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	<input checked="" type="checkbox"/> SWPPP by Rincon Consultants, Inc., July 5, 2016, Amendment 2 8/7/17 is on file at construction office	
17. Construction BMPs used to minimize erosion per SWPPP	<input checked="" type="checkbox"/>	
18. Retaining walls constructed for long-term slope stabilization	<input checked="" type="checkbox"/>	
19. Erosion prevention planting used in conjunction with a geofabric, where feasible		<input checked="" type="checkbox"/> N/A in this phase of construction

Hazardous Material/Wastes

	YES	NO
20. Construction materials that may adversely affect groundwater stored away from excavation and in a contained area (protected by a berm)	<input checked="" type="checkbox"/>	
21. Construction equipment and materials checked daily for leaks and repaired immediately	<input checked="" type="checkbox"/>	
22. Hazardous waste (including dewatering waste water, aerially deposited lead, etc.) disposed of in accordance with federal, state, and local regulations	<input checked="" type="checkbox"/>	

Biological Resources

	YES	NO
23. Bird surveys conducted prior to pruning and/or tree removal	<input checked="" type="checkbox"/>	

General Construction Conditions

	YES	NO
24. On-site construction manager available at all times	<input checked="" type="checkbox"/>	
25. Minimize interruption to utility services	<input checked="" type="checkbox"/>	
26. Mobile and stationary equipment maintained in proper working order	<input checked="" type="checkbox"/>	
27. Non-potable water used for construction activities, when feasible	<input checked="" type="checkbox"/>	

Traffic

	YES	NO
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28.	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"/>	
29.	Haul route should minimize intrusion to residential areas	<input checked="" type="checkbox"/>	
30.	Bridge construction that requires street closure scheduled so only one crossing in an area is affected at one time	<input checked="" type="checkbox"/>	
31.	Local residents and businesses notified in advance of proposed construction activities and road closures	<input checked="" type="checkbox"/>	
32.	Detour route to bypass construction area provided during Fullerton Road closure for bridge construction	<input checked="" type="checkbox"/>	Fullerton Rd is closed between Gale Ave and Rowland/ San Jose and Railroad St is closed at Fullerton Rd
33.	Advance notice of proposed transit reroutes and any other changes in stops and service made		N/A
34.	Traffic handling plans approved by the City of Industry	<input checked="" type="checkbox"/>	
35.	Coordinate with City of Industry and LA County to provide advance notice of proposed traffic detours and their duration to the public	<input checked="" type="checkbox"/>	

Public Contacts Quarterly Report

DATE	CONTACT	QUERY	RESOLUTION
5/8/20	Business	Inquiry regarding interruption of landscaping watering service by contractor.	Alternative watering services to be arranged.
5/28/20	Business	Request project status information and construction impacts to property.	Project update and property impact information provided.
6/1/20	Property Owner	Report odor from a recently installed sewer manhole on property.	Project team investigated odor and determined manhole seal had been broken due to property owner's contractor running heavy equipment over the area. Project team worked with property owner's contractor to resolve the issue.
6/10/20	Business/Property Owner	Request project design drawings for construction related improvements on property parking lot.	Project design drawings provided.
6/16/20	Business	Inquiry regarding project completion schedule.	Project schedule information provided.
6/30/20	Business/Property Owner	Report homeless encampment on property within construction area/railroad right-of-way and request assistance.	Referred to Los Angeles Homeless Services Authority to begin case evaluation and assist in providing homeless services to address issue.