



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

**REVISED**



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

**Monday, April 26, 2021– 12:00PM**

**Teleconference Meeting:**

**Zoom Link: <https://zoom.us/j/97230047693>**

**Livestream is available at: <https://youtu.be/9FVibZ8FYsg>**

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](http://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](http://www.theaceproject.org). Copies are available via email upon request ([ahanson@sgvcog.org](mailto: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



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.



Committee meeting scheduled April 26, 2021 at 12:00 p.m. will not be allowed. To allow for public participation, the Capital Projects Construction Committee will conduct its meeting through Zoom Video Communications. To participate in the meeting, download Zoom on any phone or computer device and copy and paste the following link into your browser to access the live meeting: <https://zoom.us/j/97230047693>. You may also access the meeting via the livestream link on the front of the agenda page.

**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](mailto: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 read into the record and will be part of the recorded meeting minutes. Public comment may be summarized in the interest of time, however the full text will be provided to all Committee members prior to the meeting.
- **Zoom:** Through Zoom, you may speak by using the web interface “Raise Hand” feature. Wait to be called upon by staff, and then you may provide verbal comments for up to 3 minutes. Public comment is taken at the beginning of the meeting for items not on the agenda. Public comment is also accepted at the beginning of each agenda item.

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](mailto:dstanley@sgvcog.org) or Amy Gilbert at (626) 214-8869.

---

## **PRELIMINARY BUSINESS**

1. Pledge of Allegiance
2. Roll Call
3. Public Comment
4. Chairman’s Remarks
5. Member Comments

## **PROJECT REPORTS**

6. Director of Capital Projects Monthly Report ([pages 4 – 7](#))
7. Construction Project Progress Report

## **ACTION ITEMS**

8. Approval of Capital Projects and Construction Committee Meeting Minutes of March 22, 2021 ([pages 8 – 11](#))
9. Approval to Find Bid from Stacy & Witbeck, Inc. Non-Responsive and Adopt Resolution No. 21-01, Authorization to Explore Alternative Project Delivery Methods for the Completion of the Fullerton Road Grade Separation Project ([pages 12 – 35](#))
10. Approval of Task Order to TRC Solutions for Public Outreach Services for the 57/60 Diamond Bar Golf Course Improvements Project ([pages 36 – 83](#))
11. Approval to Receive and File Quarterly Project Progress Report ([pages 84 – 93](#))
12. Approval to Receive and File Quarterly Mitigation Monitoring Report ([pages 94 – 104](#))
13. Closed Session: The Committee will adjourn to closed session in accordance with Government Code Section 54956.9(a) to discuss pending litigation (one case)
  - San Gabriel Valley Council of Governments in furtherance of the Alameda Corridor East Construction Project v Jack in the Box, et. Al  
Los Angeles Superior Court Case No. BC707971 and



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

Conference with Real Property Negotiators pursuant to Government Code section 54956.7

SGVCOG Negotiator: Cynthia Marian, Esq.

Negotiating Parties: SGVCOG and Kaykel Investment Properties

Under negotiation: Price and Terms of Payment

14. **ADJOURN**



*If you would like to receive the Capital Projects and Construction Committee agenda electronically, please email Amy Gilbert at [ahanson@sgvcog.org](mailto:ahanson@sgvcog.org)*



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



TO: Capital Projects and Construction Committee Members & Alternates

FROM: Eric C. Shen, Director of Capital Projects

Date: April 26, 2021

SUBJECT: **Item 6 – DIRECTOR OF CAPITAL PROJECTS’ MONTHLY REPORT**

### **RECOMMENDATION**

Receive and file.

### **BACKGROUND**

Each month the Director of Capital Project provides an update on key programs. Committee members may contact staff for clarifications on any of the reported items prior to the scheduled meeting. The following are items of note since the last meeting:

#### **I. PROGRAMS**

##### **San Gabriel Valley Transit Study**

Staff has concluded the contract negotiations and will present recommendations for contract awards at the Governing Board meeting on May 20, 2021.

##### **San Gabriel Valley Bike Share Program**

Staff is finalizing the implementation plan for a revamped San Gabriel Valley Bike Share Program. As previously discussed with the Committee, the SGVCOG’s previously-selected vendor – Gotcha LLC – ran into significant financial challenges during the pandemic and essentially dissolved, ceasing operations in its markets. The revamped program will still provide 840 e-bikes for the communities of the San Gabriel Valley but will focus on providing longer-term rental options, of a month-long or longer. The SGVCOG will partner with community organizations and/or like-minded businesses to serve as bike share stations where users can check-out e-bikes, rather than locating stations on the public right-of-way. After checking-out their bike share bike, users would be able to use the e-bike as their own for the duration of the check-out period. They would receive free or reduced-cost maintenance, which would be provided by local partners. The SGVCOG would also work with transit partners to maximize connections to transit.

For some campus-style locations – including universities like Cal Poly Pomona – the SGVCOG would work with the campus itself to develop an approach that works best for the entity. These could include shorter-term rental options.

Staff believes that this approach will have many benefits for the San Gabriel Valley. It will allow the SGVCOG to have a more flexible, community-based approach; it would also the Program to have a broader range of e-bikes that users could access, including traditional e-bikes and cargo e-bikes. Finally, staff believes that this approach will result in a greater vehicle miles traveled (VMT) reduction, as it will allow the SGVCOG to more specifically target those users who are most likely to use a bike or e-bike to replace driving trips.



### Regional Vehicle-Miles-Traveled Mitigation Fee Structure Program

At the recommendation of member agencies, staff is in the process of preparing to solicit professional services to develop the Regional VMT Mitigation Fee Structure Program. This program would build on the previous regional VMT cooperation by developing a fee structure aimed at mitigating or reducing a development's VMT impacts.

Specifically, the program would monetize the "cost per trip" based on the type, scale, and impact level of each proposed development. If a proposed development project cannot lessen its VMT impact, the lead city could allow a developer to pay appropriate "trip fees." These fees would act as a credit that theoretically reduces VMT once the related transportation project is complete. Each participating city would retain a majority of the VMT fees collected from projects in its city. Additional details and criteria will be jointly developed by participating cities based on quantitative and qualitative analyses.

As of April 13th, the SGVCOG received interest from 27 member cities to join this regional endeavor. Staff is in the process of executing Memorandums of Agreement (MOAs) with participating cities and preparing the program's Request-for-Proposal (RFP).

## **II. PROJECTS**

### State Route 57/60 Confluence Chokepoint Relief Program

The State Route 57 (SR-57) and State Route 60 (SR-60) area of confluence, between the City of Diamond Bar and City of Industry, is among the worst segments of freeway in the nation for traffic congestion and accidents. This two-mile long area is also the busiest truck freight route in the country, which adds additional stress and conflict as cars and trucks contend for position on the road. The Los Angeles County Metropolitan Transportation Authority (Metro) is the primary funding agency for the Project. SGVCOG serves as the lead agency to oversee all aspects of the construction, in close coordination with the California Department of Transportation (Caltrans) District 7 Office, the Los Angeles County, together with the City of Diamond Bar and the City of Industry.

An Issue for Bid (IFB) for Construction of the Diamond Bar Golf Course Project will be released on April 22. A Request for Proposals (RFP) for Construction Management for the SR57/60 Improvement Project was released March 22 with a due date of May 7, 2021.

### Funding

Staff has submitted requests for Congressionally directed funding for several projects under the purview of this Committee, including the ACE Montebello Boulevard and Turnbull Canyon Road grade separation projects, the at-grade pedestrian crossing improvements in Pomona, the Maple Avenue pedestrian bridge in Montebello and the SR 57/60 project. Various letters of support for the funding requests have been provided by LA Metro, Caltrans, ActiveSGV, host cities and Supervisor Janice Hahn.

Staff has submitted requests to Caltrans seeking \$5 million each for the Montebello Boulevard and Turnbull Canyon Road projects in discretionary funding from the Section 190 grade separation

program. The projects ranked nos. 17 and 18, respectively, on the statewide grade separation priority list. Program awards will be announced this summer.

### III. CONTRACTING

The SGVCOG has delegated to the Executive Director or the designee 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.

According to the Agency's Purchasing and Procurement Policies and Procedures (PROCEDURES), last updated in December 2020, the Executive Director is authorized to issue contracts with a contract price that does not exceed \$250,000; or modify contracts approved by the Executive Director cumulatively with the initial contract price and prior modifications not in excess of \$250,000; or modify the Board<sup>1</sup>'s approved contracts price cumulatively by no more than 10%, or a lesser amount established by the Board. The Executive Director, or designee, is requested to report to the Board at its next regularly scheduled meeting each new contract awarded on an emergency basis and report monthly to the Board all other new contracts and contract modifications entered into by the Executive Director without express Board approval.

For construction, design, and construction management contracts, the "Total Board-approved plus Staff-authorized amount" amount reflects the contract awards authorized by the CPCC along with any approved amendments.

The following has been recommended by the Director of Capital Projects and approved by the Executive Director since the last Committee meeting:

**Consultant/Vendor: Riverside Construction**

**Contract Category: Construction**

**Contract Number: 18-02, the Durfee Ave. Grade Separation Project**

- Total Board approved amount to-date: \$43,957,683.20
- Maximum contingency based on Board-approved budget (10%): \$4,395,768.30
- Most recent activities: Contract Change Order No. 3
- Justifications: Additional paving requested by the City of Pico Rivera\*
- Fiscal impact: An additional change order amount of \$70,515.01\*
- Total Staff-authorized amount to-date: \$106,715.01 (does not increase contingency)
- Total Board-approved plus Staff-authorized amount: \$44,064,398.21\*
- Cumulative use of available contingency fund (%) =  $(36,200/\$4,395,768.30) = 0.1\%$

\*Note: This Task Order in the amount of \$70,515.01 is entirely reimbursed by the City of Pico Rivera through a Betterment Agreement. Therefore, this Change Order does not consume the project's remaining contingency.

---

<sup>1</sup> "Board" was previously used for the Alameda Corridor-East Construction Board of Directors". Here, "Board" represents the Capital Projects and Construction Committee (CPCC).

**IV. COMMUNITY OUTREACH UPDATE**

The following project outreach activities were conducted:

- Conducted ongoing community outreach and support activities for the Fairway Drive, Fullerton Road, Durfee Avenue, Turnbull Canyon Road and Montebello Corridor grade separation projects.

Prepared by:   
Eric C. Shen, PE, PTP, Director of Capital Projects

Approved by:   
Marisa Creter, Executive Director



## SGVCOG Capital Projects & Construction Committee Unapproved Minutes March 22, 2021

**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 March 22, 2021 at noon.

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

**2. Roll Call**

Present:

Tim Sandoval, Chair, Pomona

Nancy Lyons, Vice Chair, Diamond Bar

Becky Shevlin, Monrovia

Cory Moss, Industry

Diana Mahmud, South Pasadena

Hilda Solis, LA County

Margaret Clark, SGVCOG, Rosemead

Maria Morales, El Monte

Scarlet Peralta, Montebello

Tim Hepburn, LaVerne

Staff:

Eric Shen, Director of Capital Projects

Marisa Creter, Executive Director

David DeBerry, General Counsel

Deanna Stanley, Admin. Service Mgr.

Amy Gilbert, Management Analyst

Andres Ramirez, Senior Project Manager

Caitlin Sims, Principal Management Analyst

Charles Tsang, Senior Project Manager

Paul Hubler, Director Gov/Community Relations

Rene Coronel, Project Manager

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

**4. Chairman Remarks** – Chairman Sandoval reported that the first meeting of the Ad Hoc Committee established to review the ACE Project is scheduled to meet on April 14<sup>th</sup>.

**5. Member Comments** – There were no member comments.

**6. Director of Capital Projects Monthly Report** – E. Shen reported staff is reviewing cost proposals for public outreach activities for the Diamond Bar Golf Course project and technical analysis proposals for the San Gabriel Valley transit study. Staff will bring a recommendation for award for the transit study to the Governing Board at its April or May meeting. E. Shen reported that an RFP for construction management services was released

today for the SR-57/60 project. P. Hubler reported applications were submitted for Section 190, grade separation program for \$15M each for Turnbull Canyon Road and Montebello Blvd projects. He reported an application for \$30M was also submitted under the INFRA program for the SR 57/60 project. He reminded the committee that the SR-57/60 interchange was among the top truck choke points in the entire nation and ranked number two in traffic accidents in Southern California. He reviewed Congress reinstating earmarking within the annual appropriation bills and surface transportation bill. He indicated how critical federal funding for the ACE projects have been in the past.

7. **Project Progress Reports** – C. Tsang reviewed construction project photos of the Fairway Drive grade separation project highlighting the Union Pacific track work underway in preparation for the cutover. R. Coronel reviewed progress photos of the Durfee Avenue project with the Union Pacific crew onsite laying track over the railroad bridge. He reviewed continuing grading work on New Street. A. Ramirez reviewed as-is Fullerton Road grade separation project and the construction staging plan for completion of the project. He reminded the Committee that the second bid opening will be held on April 6<sup>th</sup>.
8. **Approval of Capital Projects and Construction Committee Meeting Minutes of February 22, 2021** – Chairman indicated the minutes should be revised to show on item 10, the Ad Hoc Committee should include C. Moss rather than N. Lyons. A motion was made by C. Moss and seconded by M. Lyons to approve the revised minutes.

Ayes: T. Sandoval, N. Lyons, B. Shevlin, C. Moss, D. Mahmud, H. Solis, M. Clark, M. Morales, S. Peralta, T. Hepburn  
 Nays: None Abstain: None

9. **Approval Capital Projects and Construction Committee Special Meeting Minutes of March 1, 2021** – A motion was made by C. Moss and seconded by T. Hepburn to approve the Capital Projects and Construction Committee Special Meeting Minutes of March 1, 2021.

Ayes: T. Sandoval, N. Lyons, B. Shevlin, C. Moss, D. Mahmud, H. Solis, M. Clark, M. Morales, S. Peralta, T. Hepburn  
 Nays: None Abstain: None

10. **Approval of Task Order 2, Revision 10 for Berg & Associates for Construction Management Services for the Fullerton Road Grade Separation Project** – E. Shen requested the Committee authorize the Executive Director to approve task order 2 for Berg & Associates for the construction management services of the Fullerton Road grade separation project. He indicated the contract was heavily impacted by the delays and ultimate termination of the construction activities. He indicated Berg was tasked to assist with the close out of the construction contract as well as the work involved in rebidding the remaining construction work. He reminded the Committee that the contract was awarded in 2014 and construction management services was needed to complete the project. A. Ramirez addressed budget questions. The Committee discussed this item at length. D. Mahmud voiced concerns over the budget and funding for this contract and overall information on project completion.

After extensive discussion a motion was made by member D. Mahmud and seconded by N. Lyons for staff to bring this item back for consideration at the April meeting and that the Committee be provided with detailed budget information including specifics of work performed, expenses paid to date and the scope of work remaining, and anticipated schedule to complete the project.

Ayes: T. Sandoval, N. Lyons, B. Shevlin, C. Moss, D. Mahmud, H. Solis, M. Clark, M. Morales, S. Peralta, T. Hepburn

Nays: None Abstain: None

- 11. Approval of Task Order 4, Revision 6 for Jacobs Engineering for Design Services During Construction for the Fairway Grade Separation Project** – E. Shen requested the Committee authorize the Executive Director to issue task order 4 revision 6 at a not to exceed amount of \$352,677 to Jacobs Engineering for additional design support services for the Fairway Drive grade separation project. C. Tsang explained the construction contract and construction management contracts were extended for this project to carry the project through construction. He indicated the contract for design services expires in June 2021 and needs to also be extended to provide support services. C. Tsang described tasks performed that included UP required shoofly design changes and value engineering recommended changes to soil stabilization methods. He clarified the designer's subs were responsible for finalizing plats and legal descriptions upon project completion. He indicated staff was recommending an extension of the contract to June 2023, six months beyond substantial completion to assist with close out. D. Mahmud suggested staff close out contractor contracts as soon as possible to help reduce costs.

A motion was made by T. Hepburn and seconded by C. Moss to authorize the Executive Director to issue Task Order 4, Revision 6 at a not to exceed of \$352,677 to Jacobs Engineering for design services during construction for the Fairway Drive grade separation project.

Ayes: T. Sandoval, N. Lyons, B. Shevlin, C. Moss, D. Mahmud, M. Clark, M. Morales, S. Peralta, T. Hepburn

Nays: None Abstain: None

- 12. Approval of Task Order No. 3 with AECOM for Utility Coordination and Additional Pre-Construction Services for the Montebello Blvd. Grade Separation Project** – E. Shen requested the Committee to authorize the Executive Director to amend the contract with AECOM to not to exceed \$137,295 to provide utility coordinator and additional preconstruction services for the Montebello Blvd. grade separation project. A. Ramirez reminded the committee that in January 2021 staff presented three items to address, that were extending the contract performance to complete services, the addition of utility coordination and preconstruction services to separate review documents for UPRR design. At the meeting the Committee requested staff reconsider its approach. Thereafter, staff issued a no cost extension, re-negotiated with AECOM to reduce the effort and considered bringing utility coordination in-house. He indicated recruitment was underway for a utility coordinator position which is anticipated to be filled by July. The matter was discussed. D. Mahmud



requested consistency with format of task orders, in addition to expenditures to-date being identified.

A motion was made by N. Lyons and seconded by C. Moss to authorize the Executive Director to issue Task Order No. 3, not to exceed \$137,294.97 amend the contract with AECOM for providing utility coordination services and additional pre-construction services for the Montebello Blvd. grade separation project.

Ayes: T. Sandoval, N. Lyons, B. Shevlin, C. Moss, D. Mahmud, M. Clark, M. Morales, S. Peralta, T. Hepburn

Nays: None Abstain: None

- 13. Approval of task Order No. 6 Revision 1 for AECOM for Design Services During Construction for the Durfee Avenue Grade Separation** – E. Shen requested the Committee authorize the Executive Director to issue Task Order 6, revision 1 for AECOM in an amount not to exceed \$199,020 for providing additional design support for the Durfee Avenue grade separation project. R. Coronel reminded the Committee that the ACE Projects rely heavily on the design team for repeated required Union Pacific Railroad design approvals and unlike past approvals the UP require the designer of record have input in design of bridge. He indicated this task order takes will extend the contract through December 2022 to cover any close out tasks as needed.

A motion was made by N. Lyons and seconded by C. Moss to authorize the Executive Director to issue Task Order 6, Revision 1 to not to exceed \$199,020 to AECOM for design services during construction for the Durfee Avenue grade separation project.

Ayes: T. Sandoval, N. Lyons, B. Shevlin, C. Moss, D. Mahmud, M. Clark, M. Morales, S. Peralta, T. Hepburn

Nays: None Abstain: None

- 14. Adjournment** – The meeting was adjourned at 1:50p.m. The next meeting will be held remotely via Zoom on YouTube live on April 26, 2021 at noon.

Prepared by: Deanna Stanley, Clerk of the Committee



MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Eric Shen, Director of Capital Projects  
Marisa Creter, Executive Director

DATE: April 26, 2021

SUBJECT: **Item 9 – APPROVAL TO FIND BID FROM STACY & WITBECK, INC. NON-RESPONSIVE AND ADOPT RESOLUTION NO. 21-01, AUTHORIZATION TO EXPLORE ALTERNATIVE PROJECT DELIVERY METHODS FOR THE COMPLETION OF THE FULLERTON ROAD GRADE SEPARATION PROJECT**

### **RECOMMENDATION**

Adopt Resolution No. 21-01 finding (1) the bid received from Stacy and Witbeck, Inc. for the Fullerton Road Grade Separation Project IFB-3 to be non-responsive due to errors on the face of the bid; and (2) authorizing staff to explore alternative project delivery methods, including, but not limited to, the Construction Manager/General Contractor method, to complete construction of the Project and to return to the Committee with recommendations and contracts implementing such methods for the Committee’s review and determination.

### **BACKGROUND**

In 2016, the San Gabriel Valley Council of Governments (“SGVCOG”) awarded and entered into a contract with Shimmick Construction Company (“Contract”) for the construction of the Fullerton Road Grade Separation Project (“Project”). Pursuant to the Contract, Shimmick agreed to furnish all material and perform all work set forth in the Contract, and to fulfill obligations set forth in the Contract Documents. On April 17, 2020, Shimmick sent a letter to SGVCOG stating that SGVCOG materially breached the Contract and, as a result, it was suspending work on the Project. On April 22, 2020, SGVCOG responded to Shimmick’s April 17, 2020 letter stating that Contractor’s suspension was a material breach of the Contract and an abandonment of the Project.

In mid-2020, SGVCOG and Shimmick agreed to the termination of Shimmick’s further performance under the Contract and on the terms, conditions, and final compensation of the Contract. The Agreement for Contract Termination (“Termination Agreement”) was fully executed on August 26, 2020. Under the terms of the Termination Agreement, Shimmick was required to vacate from the construction site and is prohibited from performing any contract work with SGVCOG for a period of three years. Under the Termination Agreement Shimmick agreed not to object in any manner to SGVCOG bidding out the remaining work on the Contract.

SGVCOG solicited bids to complete the Project, receiving bids from three bidders, which bids were opened on November 2, 2020. A total of three bids were received ranging from \$84 million to \$102 million. The low bid was deemed to be non-responsive due to a missing line item and lack of total bid price. The disparity between the bid prices and the fact that the bids came in almost

SGVCOG Capital Projects & Construction Committee

Resolution No. 21-01 Finding Bid Non-Responsive and Authorization to Explore Alternative Project Delivery Methods for the Completion of the Fullerton Road Grade Separation Project.

Page 2 of 6

20% to 30% higher than the engineer's estimate was of concern to staff. As a result, all bids were rejected, the plans modified, and the Project put back out to bid.

### **CURRENT ISSUES**

On April 6, 2021, SGVCOG received the following bid to complete the remaining work on this Project:

1. Stacy and Witbeck, Inc. \$97,664,098.65 non-responsive

#### **Responsiveness of Stacy and Witbeck Bid**

Staff is recommending that Stacy and Witbeck's bid be found to be non-responsive. To be responsive a bid must conform to the material terms of the bid package. A bid may be found responsive if there is a discrepancy in the bid, as long as it is inconsequential, i.e., it must not affect the amount of the bid or give a bidder an opportunity to avoid its obligation to perform by withdrawing the bid due to a mistake. The responsiveness of the bid is determined on the face of the bid.

In the Information for Bidders packet issued by SGVCOG, it provides that "all Bid Items on the Bid Schedule form must identify a Unit Cost and an Extended Cost to be considered as part of the TOTAL BID AMOUNT ... Thus, blanks in the Bid Schedule form, for either the Unit Cost or the Extended Cost, may be cause for rejection of the Bid."<sup>1</sup> It also provides that the Unit Cost controls over the Extended Cost if there is a discrepancy.

In thirty six places, the Stacy and Witbeck bid did not have a unit cost, with nineteen only having an extended cost.<sup>2</sup> In four of the nineteen, the error is inconsequential because the line item only had one unit. However, in the other fifteen cases, there was more than one unit and the cost in the extended cost column is more likely the unit cost. For instance, Bid Item 100-5.01 was 33,300 units of subballast. No unit cost was listed and the extended cost was listed at \$32. Bid Item 40-1.01 was 7,178 unit of jointed plain concrete pavement. No unit cost was listed and the extended cost was \$250. Bid Item 40-1.02 was 1,650 units of jointed plain concrete pavement. No unit cost was listed and the extended cost was \$400. The bid also did not include a price for the deductive alternate required by the bid.

These are all errors on the face of the bid, they affect the amount of the bid, and Stacy and Witbeck likely could have withdrawn its bid due to these mistakes. Bidders may withdraw their bids if they can show a mistake was made, it made the bid materially different, it was made in filling out the bid and not due to error in judgment and the bidder brings it to the attention of the public agency within five working days of bid opening. SGVCOG attempted to calculate the total bid amount in three different scenarios and could not arrive at the \$97,664,098.65 written in Stacy and Witbeck's bid. The closest arrived at was by re-writing Stacy and Witbeck's bid assuming the costs listed in the extended cost were unit costs, then multiplying the assumed unit cost by the units to arrive at

---

<sup>1</sup> Reference Exhibit A – Page C-1 from the Information for Bidders.

<sup>2</sup> Reference Exhibit B – Part C.02 Bid Schedule Submitted by Stacy and Witbeck.

a different extended cost and then adding up all the extended cost columns to arrive at a total bid of \$80,116,678.15.

The fact that these are errors in the bid are highlighted by the fact that Stacy and Witbeck sent a revised bid form after the time for opening bids had passed, revising Bid Item 100-5.01's extended cost from \$32 to \$1,065,000; Bid Item 40-1.01's extended cost from \$250, to \$1,794,500; and Bid Item 40-1.02's extended cost from \$400 to \$660,000. The revised bid total remained the same, but once a bid is opened a bidder may not change the bid. Given the above, staff is of the opinion that the bid is non-responsive. Stacy and Witbeck was provided written notice that its bid is non-responsive and of its ability to appear before the Committee and submit materials that its bid should not be deemed non-responsive.<sup>3</sup>

#### Authority to Dispense with Competitive Bidding Requirements

SGVCOG is entitled to dispense with competitive bidding requirements under two scenarios. The first is when it has followed the competitive bidding process set forth in the Public Contract Code and received no bids (Public Contract Code § 20166). The second is when the nature of the work is such that solicitation of competitive proposals will not produce an advantage and doing so is undesirable or impractical (*Graydon v. Pasadena Redevelopment Agency* (1980)).

This is the third time SGVCOG has solicited competitive bids on this Project. The first time the bid was awarded to Shimmick and after completing 40% of the work, Shimmick walked off the job. After efforts to get Shimmick to complete the Project failed, the parties entered into a mutual termination agreement.

When it became clear that Shimmick would not complete the Project, SGVCOG solicited competitive bids again, which bids were opened on November 2, 2020. The lowest bid received was \$84 million, which was approximately the same as the original contract amount and in any event, the bid was determined to be non-responsive due to errors in the bid. The other bids received were in the amount of approximately \$94 million and \$102 million. All bids were rejected and staff was directed to re-bid the documents.

SGVCOG received only a single bid, from Stacy and Witbeck, on its third attempt at the competitive bidding process and staff is recommending that the Committee find that bid non-responsive. It is also \$13 million higher than the lowest bid received on November 2, 2020 and well above the engineer's estimate of \$79,342,088.

Public Contract Code § 20166 provides: "If no bids are received, the legislative body may have the project done without further complying with this chapter." The referenced chapter is Chapter 1, Part 3, Division 2 of the Public Contract Code, entitled "Local Agency Public Construction Act." Chapter 1 contains, among other things, the requirement that SGVCOG solicit competitive bids and let the contract to the lowest responsible bidder. It is at least reasonably debatable that receiving no-responsive bids is the functional equivalent of receiving no bids, although no specific authority was found reaching a conclusion one way or the other.

---

<sup>3</sup> Please see Exhibit C - Notice of Non-Responsive Bid.

Another recognized exception is when the nature of the contract is such that seeking competitive proposals “would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible.” *Graydon v. Pasadena Redevelopment Agency*, 104 Cal.App.3d 631, 636 (1980). The *Graydon* case involved a situation in which a public works contract was awarded without ever going through the competitive bid process. It cited a number of cases, including a California Supreme Court case, reaching the same conclusion. Another example of when an agency may dispense with the competitive bid process is found in Public Contract Code § 20167, which permits the legislative body to adopt a resolution by 4/5 votes declaring that a project can be performed more economically by day labor if it rejects all bids.

The rationale for the competitive bid process is to guard against favoritism and corruption and to obtain the best economic result for the agency. As noted by the *Graydon* court, this requirement “is to be construed fairly and reasonably with sole reference to the public interest and in light of the purposes to be accomplished ... where competitive proposals do not produce an advantage ... competitive bidding is not applicable.” *Graydon* at 636.

Despite good faith efforts, the competitive bid process has not worked to SGVCOG’s advantage in attempting to complete the Project. Going out to bid yet a fourth time is unlikely to produce more than one bid, if any, and each bid process has led only to higher bids and more delay. The delay has been of significant inconvenience for the both the local community near the Project and motorists who use the affected streets. The Project’s primary purpose is to eliminate an at grade rail crossing which will enhance both safety and traffic flow. Soliciting competitive bids a fourth time would take another four to six months.

For the reasons stated above, staff is requesting that the Committee authorize it to explore alternative methods project delivery methods, including, but not limited to, the Construction Manager/General Contractor method. Staff is of the opinion that an alternative method is most advantageous to the SGVCOG for the following reasons:

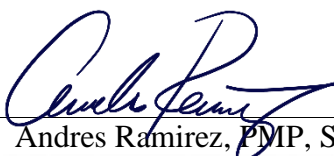
- **Time Savings:** As mentioned previously, issuing a fourth solicitation would require the restart of construction to be delayed by an additional four to six months. This would make the projected start of construction to be January 2022. Using an alternative method could result in starting construction in August 2021. This is a one-month impact to the projected July 2021 start date if the third solicitation had been successful.
- **Cost Savings Associated with active Temporary Construction Easements (TCE’s):** There are several active TCE’s on the Project that are costing the Project on a monthly basis. Any further delay to restart of construction would delay the ability to close out these TCE’s. Extensions would have to be negotiated once again and could cost the Project approximately \$200,000 for an additional six-month delay.
- **Costs Savings Associated with Materials Storage:** Several materials were purchased early for the project to avoid escalation costs. Most significantly, the steel to fabricate the bridge

structure. This steel is currently being stored at the fabricator and is costing the Project \$2,100 a month for storage. Delaying the Project restart would entail paying for a longer period of time for storage.

- Assurance that a Bid will be Received: As was described previously, placing the Project out for a fourth solicitation does not guarantee that any bids would be received. If an alternative method is used, there is more certainty that a proposal will be received.
- Collaborative Work Environment: Allowing SGVCOG to select the firm that provides for the development of a partnership between the two parties rather than the traditional owner / contractor relationship that can sometimes be confrontational.
- Ability to Negotiate the Costs: Negotiating with one firm or firms of SGVCOG’s choosing, in this instance, allows for SGVCOG to have input into the costs to complete the Project. Negotiations provide an environment where innovative ideas can be exchanged as to how costs can be reduced. It also allows SGVCOG an opportunity to provide accommodations so that those innovative ideas can be implemented.
- Continuity of Staff: Further delay to the restart of the Project, could entail consultants needing to be placed completely on “stand-by” until the Project is solicited for a fourth time. Consultant staff would have to be re-assigned to other projects and they may not be available to return to the Project when needed. Having, the Project restart sooner would allow for the consultants to keep the continuity of the staff that is most knowledgeable about the Project.

**FISCAL IMPACT**

There is no specific impact based on the recommendation to reject the bids. However, the time required to restart the Project and the cost to complete the project will have a significant impact on the overall Project budget. With the Committee’s approval for seeking an alternative project delivery method to complete this project, staff will consider cost containment in the overall consideration. The Project budget will be adjusted once a contract is prepared for the completion of construction.

Prepared by:   
Andres Ramirez, PMP, Senior Project Manager

Reviewed by:   
Eric C. Shen, PE, PTP, Director of Capital Projects

Approved by:   
Marisa Creter, Executive Director



SGVCOG Capital Projects & Construction Committee

Resolution No. 21-01 Finding Bid Non-Responsive and Authorization to Explore Alternative Project Delivery Methods for the Completion of the Fullerton Road Grade Separation Project.

Page 6 of 6

**ATTACHMENTS**

Resolution No. 21-01

Exhibit A – Page C-1 from the Information for Bidders

Exhibit B - Part C.02 Bid Schedule Submitted by Stacy and Witbeck

Exhibit C - Notice of Non-Responsive Bid

## **RESOLUTION 21-01**

### **RESOLUTION OF THE CAPITAL PROJECTS AND CONSTRUCTION COMMITTEE FINDING THAT THE FULLERTON ROAD GRADE SEPARATION CONSTRUCTION PROJECT MAY BE COMPLETED WITHOUT COMPLYING WITH CHAPTER 1, PART 3 OF DIVISION 2 OF THE PUBLIC CONTRACT CODE.**

**WHEREAS**, the San Gabriel Valley Council of Governments (“SGVCOG”) is a Joint Powers Authority, which was established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code, Sections 6500, et seq.; and

**WHEREAS**, pursuant to the joint powers agreement establishing the SGVCOG (“JPA”), the responsibility for overseeing all aspects of construction projects, including the Fullerton Road Grade Separation Project (the “Project”) has been delegated to the Capital Projects and Construction Committee, which is comprised of committee members who are also members of the SGVCOG’s Governing Board (the “Committee”); and

**WHEREAS**, by way of the JPA, the SGVCOG exercises those powers in furthering its purposes that are available to a general law city and is similarly subject to State laws governing general law cities; and

**WHEREAS**, the SGVCOG is, with limited exceptions, required to advertise and award contracts for public works projects in accordance with the requirements of the Public Contract Code and specifically Chapter 1, Part 3 of Division 2 of such Code (“Public Works Contracting Law”); and

**WHEREAS**, pursuant to the Public Works Contracting Law, SGVCOG is required to advertise and solicit bids for the Project and to award the Project construction contract to the lowest responsible bidder; and

**WHEREAS**, two efforts to competitively bid completion of the Project have not been advantageous to the SGVCOG and have been detrimental to the public, and specifically in the last request for bids, only one bid was submitted, which bid omitted mandatory unit price and total cost for a number of required line items and was deemed non-responsive, resulting in no responsive bids being submitted from the SGVCOG’s latest solicitation; and

**WHEREAS**, the Committee desires to authorize SGVCOG staff to seek construction approaches other than through following the process set forth in the Public Works Contracting Law that will result in the completion of the Project in a manner which furthers the public interest and is most advantageous to the SGVCOG.

**NOW, THEREFORE, BE IT RESOLVED** that the Committee finds, determines and resolves as follows:

**Section 1: General Findings and Authority**

1. The Committee hereby finds that all the facts set forth in the Recitals above are true and correct.
2. Based on the findings and conclusions set forth below, the SGVCOG is authorized to complete construction of the Project without further compliance with the Public Works Contracting Law.
3. That SGVCOG staff is authorized and directed to explore alternative project delivery methods, including, but not limited to, the Construction Manager/General Contractor method, for completing construction of the Project and to return to the Committee with recommendations and contracts implementing such methods for the Committee's review and determination.

**Section 2: Specific Findings of Fact to Support Dispensing with Requirements in the Public Works Contracting Law.**

1. The construction contract for the Project was awarded to Shimmick Construction Company, Inc. ("Shimmick"), on March 28, 2016.
2. A notice to proceed for construction was issued on July 25, 2016, with an anticipated completion date at the end of March 2020, which was later extended to January 2, 2021, due to various delays.
3. On or about April 17, 2020, Shimmick notified SGVCOG that it was suspending the work.
4. SGVCOG and Shimmick representatives met on a number of occasions to determine if they could reach an agreement on a way forward for Shimmick to complete the Project, but were unable to do so. This ultimately led to the parties executing an Agreement for Contract Termination on or about August 26, 2020. It is estimated that at the time of this termination Shimmick had completed 40% of the Project. Shimmick was paid \$32,607,655 for the performed work, with Shimmick and SGVCOG agreeing to submit other claims to a Disputes Review Board (DRB).
5. The SGVCOG solicited bids to complete the Project, receiving bids from three bidders, which bids were opened on November 2, 2020. The lowest bid of \$84 million was approximately the same as the original contract amount and in any event, the bid was determined to contain errors that made it non-responsive. Two other bids were received in the amounts of approximately \$94 million and \$102 million.
6. All bids were rejected by the Committee and staff was directed to re-bid the Project.
7. After revising the bid documents in an effort to receive more competitive bids, the SGVCOG again solicited bids to complete the Project.

8. On February 3, 2021, SGVCOG and Shimmick entered into a mutual settlement agreement, releasing all claims against each other.
9. On April 6, 2021, bids were due, and only one bid was submitted in the amount of \$97,664,098 from Stacy and Witbeck. Due to errors in preparing the bid, the bid was deemed non-responsive and thus, SGVCOG received no responsive bids.
10. Completion of the Project has been competitively bid on three occasions. In the first instance, the bid was awarded to Shimmick and it later walked off the Project. In the second instance, all bids came in higher than the engineer's estimate and the lowest bid was determined to be non-responsive. Despite best efforts to solicit more competitive bids in the third bid process, the SGVCOG received only one bid and it was deemed non-responsive due to omissions.
10. Public Contract Code Section 20162 of the Public Works Contracting Law requires that the SGVCOG let contracts for public works to the lowest responsible bidder, although it may, in its discretion, reject all bids.
11. There were no responsible bidders to whom the Project could be awarded from the third solicitation for bids to complete the Project.
12. Section 20166 of the Public Works Contracting Law provides that if no bids are received, the legislative body may have the project done without further complying with Public Works Contracting Law, meaning, among other things, that SGVCOG may complete the Project without having to solicit for bids and awarding the contract to the lowest responsible bidder as set forth in the Public Works Contracting Law.
13. The Project, which is only 40% complete, is now over a year behind its original scheduled completion date and it is anticipated that it will take approximately thirty (30) months to complete after a new contractor is selected and awarded the contract.
14. Based on SGVCOG's experience during its efforts to solicit competitive bids to complete the Project, the competitive bid process is disadvantageous to the SGVCOG in that it is producing significantly higher than anticipated bid amounts, bids being submitted which contain such significant errors within the bid documents leading to them being non-responsive, failed in the last effort to generate more than one bid, thus resulting in no competition, and has resulted in significant additional delays in completing the Project.
15. The failed competitive bid process is possibly due to some contractors being reluctant to complete work that another contractor started, uncertainty in costs required to complete the Project, and costs increases and uncertainties due to escalating material and labor costs during COVID-19. In any event, further solicitation of competitive bids does not appear to serve any public benefit or further the SGVCOG's interests.
16. Where the nature of the work is such that solicitation of competitive proposals would not produce an advantage for the public or the local agency and doing so is undesirable or impractical, competitive bidding is not required. *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal. App. 631.

**Section 3: Conclusions and Directions**

1. The Committee finds that based on information provided by staff as to the omission in the bid submitted by Stacy and Witbeck that it is non-responsive.
2. That the Stacy and Witbeck bid was the only one submitted and that due to it being non-responsive, the SGVCOG received no responsive bids.
3. That due to the nature of the Project work, further solicitation of competitive bids would result in no SGVCOG or public benefit and in fact, would disadvantage the both the public and the SGVCOG as it has resulted in significant delays to a Project that is already over a year behind its original schedule, which delay has been disruptive to the local community and all aspects of costs have increased during the period of such delay.
4. That SGVCOG staff is directed to explore alternative means of completing of the Project and as soon as practical to bring back to the Committee for its review and consideration, recommendations and/or contracts for the completion of the Project.
5. The Findings, Conclusions and Directors set forth in this Resolution are based on the evidence submitted during the Committee’s meeting of April 26, 2021, both oral and written, which evidence, including this Resolution, contains substantial evidence that further efforts to solicit competitive bids for the Project are unavailing and of no public benefit.

**PASSED AND ADOPTED** by the Capital Projects and Construction Committee of the San Gabriel Valley Council of Governments, on this 26th day of April 2021.

Capital Projects and Construction Committee  
San Gabriel Valley Council of Governments

\_\_\_\_\_  
Tim Sandoval, Chair

**Attest:**

I, Deanna Stanley, Secretary of the Capital Projects and Construction Committee, do hereby certify that Resolution 21-01 was adopted at a regular meeting of the Governing Board held on the 26th day of April 2021, by the following roll call vote:

<b>AYES:</b>	
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	

\_\_\_\_\_  
Deanna Stanley, Secretary

Submitted by (Bidder's Name): \_\_\_\_\_

**PART C - BID PROPOSAL**

FOR

**FULLERTON ROAD GRADE SEPARATION PROJECT IFB-3  
STATE PROJECT NO. TCIF-6303(042)  
SGVCOG CONTRACT NO. 21-01**

Located in: the County of Los Angeles & City of Industry

**C.01 BRIEF DESCRIPTION**

TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, as AGENCY:

In accordance with AGENCY'S Notice Inviting Sealed Bids (Part A), the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above-stated project as set forth in the Plans, Specifications and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

Bidder declares that this Bid Proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders and all other Contract Documents. If this Bid Proposal is accepted for award, Bidder agrees to enter into a Contract Agreement with AGENCY at the unit and/or lump-sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a Contract Agreement in the manner and time prescribed will result in forfeiture to AGENCY of the Proposal Guarantee accompanying this Bid Proposal.

Bidder understands that a bid is required for the entire work. The estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the Contract Agreement will be based upon the actual quantities of work satisfactorily completed. **THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT AGREEMENT.** It is agreed that the unit and/or lump sum prices include all appurtenant expenses, taxes, royalties and fees. The Contractor is not entitled to any of the allowance funds. AGENCY may, at its sole discretion, determine the funding for change orders, which may include use of allowance funds, to the extent that Contractor has entitlement to a change order pursuant to the terms of the Contract. **In the case of discrepancies in the amounts bid, unit cost shall govern over extended amounts. Therefore, all Bid Items on the Bid Schedule form must identify a Unit Cost and an Extended Cost to be considered as part of the TOTAL BID AMOUNT IN FIGURES (SCHEDULE A + SCHEDULE B). Thus, blanks in the Bid Schedule form, for either the Unit Cost or the Extended Cost, may be cause for rejection of the Bid.**

If awarded the Contract Agreement, the undersigned further agrees that in the event of the Bidder's default in executing the required Contract Agreement and filing the necessary bonds and insurance certificates within fourteen (14) calendar days after the date of the AGENCY'S Notice of Award of Contract to the Bidder, the entire amount of the security accompanying this Bid Proposal shall become the property of the AGENCY and this Bid Proposal may, at the AGENCY'S option, be considered null and void.



**EXHIBIT B**

**C.02 BID SCHEDULE**

**FULLERTON ROAD GRADE SEPARATION PROJECT IFB-3  
STATE PROJECT NO. TCIF-6303(042)  
SGVCOG CONTRACT No. 21-01  
BID SCHEDULE**

Bid No.	Item No.	Item Description	Unit	Quantity	Unit Price (\$)	Extended Cost (\$)
<b>SCHEDULE A</b>						
001	1-3.01	PARTNERING AND DISPUTE RESOLUTION BOARD (AGENCY'S PORTION)	Allow	1	\$ 75,000.00	\$ 75,000.00
002	1-3.02	DIFFERING SITE CONDITIONS	Allow	1	\$ 500,000.00	\$ 500,000.00
003	1-3.03	ADDITIONAL UTILITY WORK	Allow	1	\$ 500,000.00	\$ 500,000.00
004	1-3.04	DESIGN CHANGES	Allow	1	\$ 500,000.00	\$ 500,000.00
005	1-3.05	ADDITIONAL RAILROAD WORK	Allow	1	\$ 500,000.00	\$ 500,000.00
006	1-3.06	TRAFFIC CONTROL SAFETY	Allow	1	\$ 100,000.00	\$ 100,000.00
007	1-3.07	ADDITIONAL CALTRANS WORK	Allow	1	\$ 100,000.00	\$ 100,000.00
008	1-3.08	DEFECTIVE WORK	Allow	1	\$ 500,000.00	\$ 500,000.00
009	1-3.10	RAILROAD DOWNTIME	HR	200	\$920.00	\$184,000.00
010	5-12.01	SURVEYING	LS	1	\$650,000.00	\$650,000.00
011	5-13.01	MOBILIZATION - (NOT TO EXCEED 4.5% OF TOTAL BID)	LS	1	\$	\$
012	5-13.02	DEMOBILIZATION - (NOT TO EXCEED 0.5% OF TOTAL BID)	LS	1	\$	\$
013	9-2.01	FIELD OFFICE OVERHEAD	Day	911	\$	\$
014	9-2.02	HOME OFFICE OVERHEAD	Day	911	\$	\$
015	12-1.01	TEMPORARY TRAFFIC CONTROL	LS	1	\$1,000,000.00	\$1,000,000.00
016	12-2.01	CONSTRUCTION INFORMATION SIGNS	LS	1	\$80,000.00	\$80,000.00
017	14-3.02	VIBRATION CONTROL AND MONITORING	LS	1	\$52,000.00	\$52,000.00
018	14-3.03	PREPARATION OF THE SWPPP	LS	1	\$5,300.00	\$5,300.00
019	14-3.04	IMPLEMENTATION OF THE SWPPP	LS	1	\$	\$

**EXHIBIT B**

<b>Bid No.</b>	<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (\$)</b>	<b>Extended Cost (\$)</b>
020	14-5.01	ARCH/PALEONTOLOGICAL (TREATMENT/DOWNTIME)	HR	24	\$900.00	\$21,600.00
021	14-5.02	ARCH/PALEONTOLOGICAL ALLOWANCE (RECOVERY)	Allow	1	\$ 100,000.00	\$ 100,000.00
022	14-6.01	CLASS I CA HAZARDOUS (LEAD) (UPRR ROW)	CY	100	\$250.00	\$25,000.00
023		NOT USED			N/A	N/A
024	14-6.03	CLASS III NON-HAZARDOUS (UPRR ROW)	CY	72,000	\$44.00	\$3,168,000.00
025	14-11.01	LEAD COMPLIANCE PLAN	LS	1	\$2,500.00	\$2,500.00
026	14-11.02	HAZARDOUS MATERIAL DISPOSAL	Allow	1	\$ 100,000.00	\$ 100,000.00
027	14-12.01	CONSTRUCTION DEWATERING	LS	1	\$375,000	\$375,000
028	15-2.01	DEMOLITION, REMOVALS AND ABANDONMENTS	LS	1	\$1,000,000.00	\$1,000,000.00
029	15-2.02	RELOCATE ROADSIDE SIGN-ONE POST	EA	58	\$210.00	\$12,180.00
030	15-2.04	RELOCATE ROADSIDE SIGN (METAL POST)	EA	4	\$210.00	\$840.00
031	15-2.05	TEMPORARY ROADSIDE SIGN (METAL POST MULTI-USE PATH)	LS	1	\$12,500.00	\$12,500.00
032	15-2.06	RELOCATE ROADSIDE SIGN (WOOD POST)	EA	3	\$1,500.00	\$4,500.00
033	15-2.07	RELOCATE MONUMENT AND MENU SIGNS (JACK IN THE BOX)	LS	1	\$2,000.00	\$2,000.00
034	15-2.08	ADJUST MANHOLE	EA	9	\$5,000.00	\$45,000.00
035	15-2.09	ADJUST UTILITY COVER TO GRADE (VALVE COVERS)	EA	4	\$320.00	\$1,280.00
036	15-2.10	RELOCATE STEEL PICKET FENCE	LF	163	\$184.00	\$29,992.00
037	15-2.11	ADJUST SEWER MANHOLE	EA	8	\$2,200.00	\$17,600.00
038	15-2.12	MISCELLANEOUS RETAINING WALL NO. 10 MODIFICATIONS	LS	1	\$33,000.00	\$33,000.00
039	15-2.14	REMOVE ACP LINE (ROWLAND/SAN JOSE)	LF	750	\$100.00	\$75,000.00
040	15-2.15	REMOVE ACP LINE (RAILROAD STREET)	LF	1,275	\$122.00	\$155,550.00
041	15-2.16	REMOVE ACP LINE (GALE AVE)	LF	500	\$114.00	\$57,000.00
042	15-10.01	RECONSTRUCT AND RESTORE MULTI-USE PATH	LS	1	\$50,000.00	\$50,000.00
043	16-1.01	CLEARING AND GRUBBING	LS	1	\$100,000.00	\$100,000.00

**EXHIBIT B**

<b>Bid No.</b>	<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (\$)</b>	<b>Extended Cost (\$)</b>
044	19-2.01	ROADWAY EXCAVATION	CY	69,244	\$35.00	\$2,423,540.00
045	19-3.01	STRUCTURE EXCAVATION (RETAINING WALL)	CY	4,246	\$187.00	\$794,002.00
046	19-3.02	STRUCTURE EXCAVATION (TYPE A)	CY	2,065	\$36.00	\$74,340.00
047	19-3.03	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	CY	82	\$66.00	\$5,412.00
048	19-3.04	STRUCTURE BACKFILL (RETAINING WALL)	CY	6,535	\$58.00	\$379,030.00
049	19-3.05	STRUCTURE BACKFILL (SOLDIER PILE WALL)	CY	47	\$290.00	\$13,630.00
050	19-3.06	CONCRETE BACKFILL (SOLDIER PILE WALL)	CY	1,036	\$278.00	\$288,008.00
051	19-3.07	LEAN CONCRETE BACKFILL	CY	274	\$260.00	\$71,240.00
052	19-3.08	STRUCTURE EXCAVATION (BRIDGE)	CY	1,673	\$75.00	\$125,475.00
053	19-3.09	STRUCTURE BACKFILL (BRIDGE)	CY	1,106	\$186.00	\$205,716.00
054	19-3.10	UNSUITABLE MATERIAL STABILIZATION	Allow	1	\$ 100,000.00	\$ 100,000.00
055	19-4.01	K-RAIL FILTER FABRIC	SF	18,700	\$0.65	\$12,155.00
056	19-4.02	EARTHWORK (FILL, UPRR)	CY	46,095	\$14.00	\$645,330.00
057	19-4.03	UNSUITABLE MATERIAL STABILIZATION (UPRR)	Allow	1	\$ 100,000.00	\$ 100,000.00
058	19-7.01	IMPORTED BORROW (RAILROAD STREET)	CY	3,370	\$43.00	\$144,910.00
059	20-8.01	PLANTING AND IRRIGATION SYSTEMS	LS	1	\$530,000.00	\$530,000.00
060	25-1.01	CLASS 2 AGGREGATE SUBBASE	CY	3,855	\$38.00	\$146,490.00
061	26-1.01	CLASS 2 AGGREGATE BASE	CY	5,076	\$65.50	\$332,478.00
062	39-1.01	HOT MIX ASPHALT (TYPE A)	TON	1,954	\$88.00	\$171,952.00
063	39-1.02	MINOR HOT MIX ASPHALT (MISCELLANEOUS AREAS)	TON	1,302	\$98.00	\$127,596.00
064	39-1.03	RUBBERIZED HOT MIX ASPHALT (TYPE G)	TON	725	\$113.00	\$81,925.00
064A	40-1.03	REINFORCED PCC PAVEMENT	CY	24	\$300.00	\$7,200.00
065	47-7.01	T-WALL® RETAINING WALL OR ALTERNATIVE CIP RETAINING WALL	SQFT	127,000	\$105.00	\$13,335,000.00
066	47-8.01	TEMPORARY RETAINING WALL (UPRR)	SQFT	53,500	\$86.00	\$4,601,000.00



**EXHIBIT B**

<b>Bid No.</b>	<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (\$)</b>	<b>Extended Cost (\$)</b>
067	49-1.01	92" PERMANENT STEEL CASING	LF	128	\$670.00	\$85,760.00
068	49-1.02	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	536	\$251.00	\$134,536.00
069	49-1.03	36" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	95	\$282.00	\$26,790.00
070	49-1.04	60" CAST-IN-DRILLED-HOLE CONCRETE PILING (FULLERTON RD UP)	LF	3,128	\$752.00	\$2,352,256.00
071	49-1.05	60" CAST-IN-DRILLED-HOLE CONCRETE PILING (PEDESTRIAN OC)	LF	336	\$864.00	\$290,304.00
072	49-1.06	84" CAST-IN-DRILLED-HOLE CONCRETE PILING (FULLERTON RD UP)	LF	825	\$1,600.00	\$1,320,000.00
073	49-1.07	84" CAST-IN-DRILLED-HOLE CONCRETE PILING (RAILROAD ST OC)	LF	166	\$1,900.00	\$315,400.00
074	49-1.08	FURNISH PILING (CLASS 90) (ALTERNATIVE V)	LF	0	\$ 0.00	\$ 0.00
075	49-1.09	DRIVE PILE (CLASS 90) (ALTERNATIVE V)	EA	80	\$4,400.00	\$352,000.00
076	49-1.10	STEEL SOLDIER PILE (W33x118)	LF	982	\$67.50	\$66,285.00
077	49-1.11	STEEL SOLDIER PILE (W33x169)	LF	1,050	\$117.00	\$122,850.00
078	49-1.12	STEEL SOLDIER PILE (W33x241)	LF	1,566	\$74.00	\$115,884.00
079	49-1.13	42" DRILLED HOLE	LF	3,751	\$171.00	\$641,421.00
080		NOT USED			N/A	N/A
081	49-2.01	SHEET PILING	SQFT	65,000	\$33.25	\$2,161,250.00
082	50-1.01	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	\$65,000.00	\$65,000.00
083	51-1.01	STRUCTURAL CONCRETE, BRIDGE	CY	1,566	\$820.00	\$1,284,120.00
084	51-1.02	STRUCTURAL CONCRETE, RETAINING WALL	CY	1,365	\$800.00	\$1,092,000.00
085	51-1.03	STRUCTURAL CONCRETE (JUNCTION STRUCTURES)	CY	183	\$2,800.00	\$512,400.00
086	51-1.04	STRUCTURAL CONCRETE (STAIRS)	CY	272	\$367.00	\$99,824.00
087	51.1.05	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	176	\$500.00	\$88,000.00
088	51-1.06	PRECAST CONCRETE CULVERT	LF	100	\$16,200.00	\$1,620,000.00
089	51-1.07	4'H x 7'W RCB	LF	0	\$ 0.00	\$ 0.00
090	51-1.08	4.33'H x 10'W RCB (UPRR R/W)	LF	247	\$3,200.00	\$790,400.00

**EXHIBIT B**

<b>Bid No.</b>	<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (\$)</b>	<b>Extended Cost (\$)</b>
091	51-1.09	4'H x 10'W RCB	LF	313	\$3,019.00	\$944,947.00
092	51-1.10	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	206	\$672.00	\$138,432.00
093	51-1.11	ARCHITECTURAL TREATMENT (RAILROAD ST OC)	SQFT	1,216	\$3.60	\$4,377.60
094	51-1.12	STEEL REINFORCED ELASTOMERIC BEARING (RAILROAD ST OC)	EA	16	\$880.00	\$14,080.00
095	51-1.13	JOINT SEAL (MR = 2")	LF	106	\$104.00	\$11,024.00
096	51-1.14	JACK-IN-THE-BOX MENU SIGN FOUNDATION	LS	1	\$4,300.00	\$4,300.00
097	51-1.15	FUTURE RETAINING WALL NO. 11 NEAR FULLERTON RD AND SAN JOSE	LS	1	\$51,000.00	\$51,000.00
098	51-1.16	RETAINING WALL NO. 10 (ALREADY BUILT)	LS	0	\$ 0.00	\$ 0.00
099	52-1.01	BAR REINFORCING STEEL (BRIDGE) (FULLERTON ROAD UP)	LB	1,100,000	\$1.40	\$1,540,000.00
100	52-1.02	BAR REINFORCING STEEL (BRIDGE) (RAILROAD ST OC)	LB	231,100	\$1.26	\$291,186.00
101	52-1.03	BAR REINFORCING STEEL (BRIDGE) (PEDESTRIAN OC)	LB	80,100	\$1.12	\$89,712.00
101A	52-1.04	DRILL AND BOND DOWEL	LF	200	\$46.00	\$9,200.00
101B	52-1.05	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)	LF	30	\$80.00	\$2,400.00
102	54-1.01	ASPHALT MEMBRANE WATERPROOFING (FULLERTON RD UP)	SQFT	16,400	\$20.00	\$328,000.00
103	55-1.01	PREFABRICATED BRIDGE (PEDESTRIAN OC)	LS	1	\$40,000.00	\$40,000.00
104	55-1.02	ARCHITECTURAL TREATMENT (PEDESTRIAN OC)	SQFT	547	\$46.00	\$25,162.00
105	55-1.03	BEARINGS (PEDESTRIAN OC)	EA	4	\$2,500.00	\$10,000.00
106	55-2.01	FURNISH PRECAST CONCRETE FAÇADE PANELS (FULLERTON RD UP)	EA	24	\$12,000.00	\$288,000.00
107	55-2.02	ERECT PRECAST CONCRETE FAÇADE PANELS (FULLERTON RD UP)	EA	24	\$1,000.00	\$24,000.00
108	55-2.03	ARCHITECTURAL TREATMENT (FULLERTON RD UP)	SQFT	2,035	\$40.00	\$81,400.00
109	55-2.04	STEEL REINFORCED ELASTOMERIC BEARING (FULLERTON RD UP)	EA	136	\$2,600.00	\$353,600.00
110	55-2.05	FURNISH STRUCTURAL STEEL (BRIDGE)	LB	1,978,512	\$1.60	\$3,165,619.20
111	55-2.06	ERECT STRUCTURAL STEEL (BRIDGE)	LB	1,978,512	\$0.60	\$1,187,107.20
112	55-2.07	CLEAN AND PAINT STRUCTURAL STEEL	LS	1	\$11,000.00	\$11,000.00



**EXHIBIT B**

<b>Bid No.</b>	<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (\$)</b>	<b>Extended Cost (\$)</b>
113	55-2.08	UPRR HANDRAILING	LF	345	\$260.00	\$89,700.00
114	55-2.09	INTERIM STAGES CABLE RAILING AND BALLAST GUARD BEAM	LF	173	\$100.00	\$17,300.00
115	56-4.01	ROADSIDE SIGN - ONE POST	EA	17	\$270.00	\$4,590.00
116	56-5.01	INSTALL ROADSIDE SIGN PANEL ON EXISTING POST	EA	4	\$150.00	\$600.00
117	64-1.01	12" PVC (SDR-35) PIPE	LF	109	\$110.00	\$11,990.00
117A	64-1.02	10" PVC (SDR-35) PIPE	LF	65	\$103.00	\$6,695.00
118	64-2.01	18" HDPE	LF	143	\$104.00	\$14,872.00
118A	64-3.01	4" PVC (SDR-35) PIPE	LF	33	\$70.00	\$2,310.00
119	65-1.01	18" RCP	LF	91	\$148.00	\$13,468.00
120	65-1.02	24" RCP	LF	342	\$140.00	\$47,880.00
121	65-1.03	24" RUBBER GASKET RCP	LF	969	\$330.00	\$319,770.00
122	65-1.04	36" RCP	LF	0	\$ 0.00	\$ 0.00
123	65-1.05	36" RUBBER GASKET RCP	LF	173	\$480.00	\$83,040.00
124	65-1.06	36" ELLIPTICAL RCP	LF	0	\$ 0.00	\$ 0.00
125	65-1.07	48" RCP	LF	0	\$ 0.00	\$ 0.00
126	68-2.01	4" PERFORATED PVC PIPE	LF	980	\$35.00	\$34,300.00
127	68-2.02	6" PERFORATED PVC PIPE	LF	510	\$36.00	\$18,360.00
128	68-2.03	8" PERFORATED PVC UNDERDRAIN	LF	300	\$58.00	\$17,400.00
128A	68-2.04	10" PERFORATED PVC UNDERDRAIN	LF	8,500	\$43.00	\$365,500.00
128B	68-2.05	UNDERDRAIN CLEANOUTS	EA	37	\$1,600.00	\$59,200.00
129	70-1.01	MINOR CONCRETE (DRAINAGE STRUCTURE) - CATCH BASIN, SPPWC 302-3 (GRATES)	EA	5	\$16,000.00	\$80,000.00
130	70-1.02	MINOR CONCRETE (DRAINAGE STRUCTURE) - CATCH BASIN, SPPWC 300-3 (W=7.0')	EA	1	\$21,000.00	\$21,000.00
131	70-1.03	MINOR CONCRETE (DRAINAGE STRUCTURE) - CATCH BASIN, SPPWC 300-3 (W=10.0')	EA	2	\$25,000.00	\$50,000.00
132	70-1.04	MINOR CONCRETE (DRAINAGE STRUCTURE) - CATCH BASIN, SPPWC 300-3 (W=14.0')	EA	0	\$ 0.00	\$ 0.00



**EXHIBIT B**

<b>Bid No.</b>	<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (\$)</b>	<b>Extended Cost (\$)</b>
133	70-1.05	MINOR CONCRETE (DRAINAGE STRUCTURE) - CATCH BASIN, SPPWC 300-3 (W=21.0')	EA	3	\$37,500.00	\$112,500.00
134	70-1.06	MINOR CONCRETE (DRAINAGE STRUCTURE) - MODIFIED CATCH BASIN (W=7.0')	EA	0	\$ 0.00	\$ 0.00
135	70-1.07	MINOR CONCRETE (DRAINAGE STRUCTURE) - GRATING CATCH BASIN SPPWC 305-3 (W=3.0')	EA	1	\$10,000.00	\$10,000.00
136	70-1.08	MINOR CONCRETE (DRAINAGE STRUCTURE) - CALTRANS TYPE OS CATCH BASIN, CALTRANS STD D72 (W=3.5')	EA	1	\$12,500.00	\$12,500.00
137	70-1.09	MINOR CONCRETE (DRAINAGE STRUCTURE) - CALTRANS TYPE G3 CATCH BASIN, CALTRANS STD D73 (W=3.5')	EA	1	\$4,000.00	\$4,000.00
138	70-1.10	MINOR CONCRETE (DRAINAGE STRUCTURE) - MANHOLE, SPPWC 320-2, 321-2 & 322-2	EA	6	\$17,000.00	\$102,000.00
139	70-1.11	MINOR CONCRETE (DRAINAGE STRUCTURE) - RCB MANHOLE, SPPWC 323-2	EA	8	\$5,000.00	\$40,000.00
140	70-1.12	MINOR CONCRETE (DRAINAGE STRUCTURE) - RCB PRESSURE MANHOLE, SPPWC 329-2	EA	0	\$ 0.00	\$ 0.00
141	70-1.13	MINOR CONCRETE (DRAINAGE STRUCTURE) - MANHOLE SAFETY LEDGE, SPPWC 330-2	EA	0	\$ 0.00	\$ 0.00
142	70-1.14	MINOR CONCRETE (DRAINAGE STRUCTURE) - MODIFIED MANHOLE, SPPWC 321-2	EA	2	\$	\$
143	70-1.15	MINOR CONCRETE (DRAINAGE STRUCTURE) - JUNCTION STRUCTURE, SPPWC 333-2	EA	0	\$ 0.00	\$ 0.00
144	70-1.16	MINOR CONCRETE (DRAINAGE STRUCTURE) - JUNCTION STRUCTURE PIPE CONNECTION TO EXIST SD, SPPWC 335-2	EA	4	\$2,100.00	\$8,400.00
145	70-1.17	MINOR CONCRETE (DRAINAGE STRUCTURE) - SPECIAL TRANSITION STRUCTURE	EA	2	\$98,000.00	\$196,000.00
146	70-1.17A	MINOR CONCRETE (DRAINAGE STRUCTURE) - RCB TRANSITION, SPPWC 341-2 & 342-2	EA	0	\$ 0.00	\$ 0.00
147	70-1.18	MINOR CONCRETE (DRAINAGE STRUCTURE) - MINOR CONCRETE "V" GUTTER	CY	3	\$3,000.00	\$9,000.00
148	70-1.19	MINOR CONCRETE (DRAINAGE STRUCTURE) - CONCRETE COLLAR, SPPWC 380-4	EA	3	\$2,500.00	\$7,500.00
149	70-1.20	CDS UNIT - WATER QUALITY TREATMENT BMP	EA	1	\$	\$
150	70-1.21	GRADED LINE DRAIN	LF	75	\$220.00	\$16,500.00
151	70-1.22	BRICK & MORTAR	EA	2	\$1,000.00	\$2,000.00
152	70-1.23	2'x2' DRAINAGE INLET	EA	2	\$3,500.00	\$7,000.00
152A	70-1.30	PARKWAY DRAIN (AREA DRAIN 4)	EA	1	\$2,000.00	\$2,000.00
153	70-1.24	MINOR CONCRETE (DRAINAGE STRUCTURE) - DROP INLET (36"X36" INLET)	EA	4	\$9,500.00	\$38,000.00
154	70-1.25	V-DITCH	LF	5,130	\$43.00	\$220,590.00

**EXHIBIT B**

<b>Bid No.</b>	<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (\$)</b>	<b>Extended Cost (\$)</b>
155	70-1.26	8" DOMED GRATE	EA	16	\$275.00	\$4,400.00
156	70-1.27	HEADWALL	EA	1	\$200.00	\$200.00
157	70-1.28	BLANKET PROTECTION, APWA 225-2	EA	1	\$200.00	\$200.00
158	70-1.29	MONOLITHIC CATCH BASIN CONNECTION, SPPWC 308-2	EA	1	\$2,500.00	\$2,500.00
159	70-2.01	36" STEEL CASING (UPRR)	LF	134	\$650.00	\$87,100.00
160	72-11.02	ROCK BLANKET (ALONG NORTH T-WALL)	SF	17,060	\$15.00	\$255,900.00
161	73-2.01	MINOR CONCRETE (CURB PER COI STD 112 TYPE A1: CF=6")	LF	2,290	\$30.00	\$68,700.00
162	73-2.03	MINOR CONCRETE (C&G PER COI STD 112 TYPE A2)	LF	5,634	\$33.00	\$185,922.00
163	73-2.04	MINOR CONCRETE (MEDIAN C&G PER COI STD 112 TYPE A2)	LF	770	\$32.50	\$25,025.00
164	73-2.05	CURB DRAIN PER COI STD PLAN 213 TYPE II	EA	2	\$4,600.00	\$9,200.00
165	73-2.06	CURB DRAIN PER COI STD PLAN 214	EA	0	\$ 0.00	\$ 0.00
165A	73-2.08	CURB AND GUTTER WITH THICKENED EDGE	LF	180	\$57.00	\$10,260.00
166	73-3.01	MINOR CONCRETE (VALLEY GUTTER)	SF	3,586	\$13.20	\$47,335.20
167	73-3.02	MINOR CONCRETE (DRIVEWAY)	SF	4,082	\$12.00	\$48,984.00
168	73-3.03	MINOR CONCRETE (DRIVEWAY TIE-IN)	SF	5,725	\$9.20	\$52,670.00
169	73-3.04	MINOR CONCRETE (SIDEWALK)	SF	61,328	\$6.00	\$367,968.00
170	73-3.05	MINOR CONCRETE (CURB RAMP)	EA	5	\$2,300.00	\$11,500.00
171	73-5.01	PARKING BUMPER (PRECAST CONCRETE)	EA	28	\$175.00	\$4,900.00
172	75-1.01	BRIDGE DECK DRAINAGE SYSTEM	LB	6,803	\$	\$
173	75-1.02	MISCELLANEOUS METAL (BRIDGE)	LB	21,900	\$	\$
173A	76-1.01	18" SEGMENTED STEEL CASING (UPRR)	LF	105	\$	\$
173B	76-1.02	24" SEGMENTED STEEL CASING (UPRR)	LF	105	\$	\$
173C		ITEM REMOVED	LF	0	\$ 0.00	\$ 0.00
173D	76-1.04	33" SEGMENTED STEEL CASING (UPRR)	LF	10	\$1,200.00	\$12,000.00



EXHIBIT B

Bid No.	Item No.	Item Description	Unit	Quantity	Unit Price (\$)	Extended Cost (\$)
173E	76-1.05	36" SEGMENTED STEEL CASING (UPRR)	LF	146	\$	\$
173F		ITEM REMOVED	LF	0	\$	\$
174	77-1.01	PRECAST 60" SEWER MANHOLE, FRAME AND COVER INCL. STOP LOGS AND PVC LINER (TYPE "E")	EA	2	\$	\$
175	77-1.02	54" RGRCP (330D) (SIPHON) INCLUDING LINING (COUNTY SANITATION DISTRICT)	LF	101	\$	\$
176	77-1.03	CORE DRILL AND CONNECT PER LACSD STD DWG S-a-86	EA	1	\$250.00	\$250.00
177	77-1.04	96" MANHOLE (TYPE "E") STRUCTURE FOR 54" SEWER SIPHON INCLUDING ALL CONNECTIONS, FITTINGS, PRECAST CHANNEL INSERT, STOP LOGS, MANHOLE FRAME AND COVERS, PVC LINING, ETC.	EA	2	\$	\$
178	77-1.05	30" AIRLINE- PVC PS 46 INCLUDING ALL FITTINGS, SUPPORTS	LF	740	\$	\$
179	77-2.01	INSTALL CLEANOUTS INCL. TRAFFIC RATED COVERS	EA	2	\$	\$ 2,200
180	77-2.02	PRECAST 48" SEWER MANHOLE, FRAME AND COVER INCL. STOP LOGS AND PVC LINER (TYPE "D")	EA	6	\$	\$ 46,500.00
181	77-2.03	8" VCP SEWER LINE	LF	234	\$181.00	\$42,354.00
182	77-2.04	6" VCP SEWER LINE	LF	389	\$240.00	\$93,360.00
182A	77-2.10	6" VCP 45° BEND	EA	1	\$250.00	\$250.00
183	77-2.05	BREAK INTO EXISTING MANHOLE REMODEL SHELF AND JOIN	EA	1	\$3,000.00	\$3,000.00
184	77-2.06	RECONSTRUCT 6" VCP SEWER LATERALS, INCLUDING ALL TRENCHING FOR CONCRETE AND ASPHALT TO REPLACE IN KIND	LF	25	\$480.00	\$12,000.00
185	77-2.07	RECONSTRUCT 4" DIP SEWER LATERALS, INCLUDING ALL TRENCHING FOR CONCRETE AND ASPHALT TO REPLACE IN KIND	LF	63	\$470.00	\$29,610.00
186	77-2.08	1000 GAL GREASE INTERCEPTOR (W/ SAMPLE BOX)	EA	0	\$ 0.00	\$ 0.00
187	77-2.09	INSTALL HOUSE CONNECTION PER SPPWC STD PLAN 222-2	EA	3	\$7,600.00	\$22,800.00
188	77-4.01	MCI/VERIZON FIBER OPTIC AND DUCT	LS	0	\$ 0.00	\$ 0.00
189	80-10.01	METAL ROLLING GATE	EA	3	\$18,000.00	\$54,000.00
190	80-10.02	CHAIN LINK ROLLING GATE	EA	1	\$11,500.00	\$11,500.00
191	82-1.01	OBJECT MARKER (TYPE N)	EA	1	\$125.00	\$125.00
192	83-1.01	TUBULAR HANDRAILING (RETAINING WALL)	LF	230	\$	\$ 100.00
193	83-1.02	PICKET HANDRAILING (RETAINING WALL)	LF	1,160	\$	\$ 190.00

EXHIBIT B

Bid No.	Item No.	Item Description	Unit	Quantity	Unit Price (\$)	Extended Cost (\$)
194	83-1.03	STEEL PICKET FENCE (RETAINING WALL)	LF	823	\$	\$ 210.00
195	83-1.04	TRANSPARENT RAILING (RETAINING WALL)	LF	586	\$	\$ 535.00
196	83-1.05	CABLE RAILING (RETAINING WALL)	LF	11,700	\$	\$ 35.00
197	83-1.06	TUBULAR HANDRAILING (BRIDGE)	LF	198	\$100.00	\$19,800.00
198	83-1.07	STEEL PICKET FENCE (BRIDGE)	LF	13	\$375.00	\$4,875.00
199	83-1.08	SPPWC HANDRAIL (RETAINING WALL)	LF	1,150	\$	\$ 190.00
200	83-2.01	CONCRETE BARRIER (TYPE 26A MODIFIED, RETAINING WALL)	LF	230	\$	\$ 380.00
201	83-2.03	CONCRETE BARRIER (TYPE 736)	LF	198	\$	\$ 315.00
202	83-2.04	CONCRETE BARRIER (TYPE 26)	LF	198	\$	\$ 360.00
202A	83-2.05	K-RAILS (TEMPORARY BALLAST RESTRAINERS - RAILROAD ST)	LF	6,300	\$4.60	\$28,980.00
202B	83-2.06	PROTECTIVE BARRIER (SCE MC 830)	EA	10	\$1,540.00	\$15,400.00
203	85-2.01	PAVEMENT MARKERS	LS	1	\$75,000.00	\$75,000.00
204	86-8.03	TRAFFIC SIGNAL MODIFICATION – FULLERTON RD & GALE AVE	LS	1	\$285,000.00	\$285,000.00
205	86-8.04	TRAFFIC SIGNAL MODIFICATION – FULLERTON RD. & ROWLAND ST./SAN JOSE AVE.	LS	1	\$	\$ 325,000.00
206	86-8.05	TRAFFIC SIGNAL INSTALLATION – ROWLAND ST. & LAWSON ST.	LS	0	\$ 0.00	\$ 0.00
207	86-8.10	TRAFFIC SIGNAL MODIFICATION – FULLERTON RD & GALE AVE (TEMPORARY 1)	LS	0	\$ 0.00	\$ 0.00
208	86-8.11	TRAFFIC SIGNAL MODIFICATION – FULLERTON RD & GALE AVE (TEMPORARY 2)	LS	1	\$50,000.00	\$50,000.00
209	86-8.12	TRAFFIC SIGNAL MODIFICATION – FULLERTON RD & GALE AVE (TEMPORARY 3)	LS	1	\$48,000.00	\$48,000.00
210	86-8.13	TRAFFIC SIGNAL MODIFICATION – FULLERTON RD & RAILROAD ST (TEMPORARY)	LS	0	\$ 0.00	\$ 0.00
211	86-8.14	TRAFFIC SIGNAL MODIFICATION - GALE AVE & PLAZA DR (TEMPORARY)	LS	1	\$10,000.00	\$10,000.00
212	86-8.15	STREET LIGHTING (TEMPORARY)	LS	1	\$	\$ 163,000.00
213	86-8.16	PEDESTRIAN BRIDGE LIGHTING	LS	1	\$98,000.00	\$98,000.00
214	86-8.17	INTERCHANGE LIGHTING	LS	1	\$	\$ 52,000.00
215	86-8.18	SIGNAL INTERCONNECT	LS	1	\$67,000.00	\$67,000.00



EXHIBIT B

Bid No.	Item No.	Item Description	Unit	Quantity	Unit Price (\$)	Extended Cost (\$)
216	86-8.20	RAILROAD BRIDGE UNDERPASS LIGHTING	LS	1	\$14,000.00	\$14,000.00
217	86-8.22	PARKING LOT LIGHTING (1199 FULLERTON ROAD)	LS	1	\$29,500.00	\$29,500.00
218	86-8.23	PARKING LOT LIGHTING (1250 FULLERTON ROAD)	LS	1	\$27,000.00	\$27,000.00
219	86-8.24	PARKING LOT LIGHTING (JACK IN THE BOX)	LS	1	\$42,000.00	\$42,000.00
220	99-1.01	PUMP STATION	LS	1	\$	\$ 2,700.00
221	100-5.01	SUBBALLAST	CY	33,300	\$	\$ 32.00
222	100-6.01	CONSTRUCT NEW TRACK (136# RE CWR) ON 9' TIMBER TIES	TF	14,900	\$329.00	\$4,902,100.00
222A	100-6.02	CONSTRUCT NEW TRACK (136# RE CWR) ON CONCRETE TIES	TF	111	\$340.00	\$37,740.00
222B	100-6.03	CONSTRUCT SLIDING DERAIL	EA	2	\$10,000.00	\$20,000.00
222C	100-6.04	CONCRETE TO WOOD TRANSITION TIES "TYPE A"	EA	20	\$270.00	\$5400.00
222D	100-6.05	CONCRETE TO WOOD TRANSITION TIES "TYPE B"	EA	10	\$245.00	\$2,450.00
222E	100-6.06	COMPROMISE JOINT #136 TO #133	EA	1	\$4,600.00	\$4,600.00
223	100-7.01	REMOVE TRACK (WOOD TIES)	TF	20,800	\$45.00	\$936,000.00
223A	100-7.02	REMOVE TRACK (CONCRETE TIES)	TF	7,300	\$54.00	\$394,200.00
223B	100-7.03	REMOVE AND SALVAGE GRADE WARNING SYSTEM	EA	1	\$9,000.00	\$9,000.00
223C	100-7.04	REMOVE AND SALVAGE GRADE CROSSING PANELS	TF	212	\$38.00	\$8,056.00
224	100-5.02	RAILROAD CUTOVER OPERATIONS RELATED WORK	EA	2	\$150,000.00	\$300,000.00
<b>SCHEDULE A SUBTOTAL:</b>					\$	

SCHEDULE B						
B-001		NOT USED			N/A	N/A
B-002	12-1.01	TEMPORARY TRAFFIC CONTROL	LS	1	\$85,000.00	\$85,000.00
B-003	12-2.01	CONSTRUCTION INFORMATION SIGNS	LS	1	\$47,000.00	\$47,000.00



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



TRANSMITTED VIA EMAIL:

April 12, 2021

Mr. Steve Wood  
Vice President  
Stacy and Witbeck, Inc.  
2800 Harbor Bay Pkwy  
Alameda, CA 94502

**RE: Fullerton Road Grade Separation Project IFB-3**  
**SGVCOG Contract/IFB No.: 21-01**  
**State Project No.: TCIF-6303(042)**  
**NOTICE OF NON-RESPONSIVE BID**

Dear Mr. Wood:

Stacy and Witbeck, Inc. submitted a bid for the above subject project on April 6, 2021. In the Information for Bidders packet issued by SGVCOG, it provides that "all Bid Items on the Bid Schedule from must identify a Unit Cost and an Extended Cost to be considered as part of the TOTAL BID AMOUNT ... Thus, blanks in the Bid Schedule form, for either the Unit Cost or the Extended Cost, may be cause for rejection of the Bid." It also provides that the Unit Cost controls over the Extended Cost if there is a discrepancy.

Subsequent to the bid opening, the San Gabriel Valley Council of Governments (SGVCOG) conducted a detailed review of the bids submitted. In seven places, the Stacey and Witbeck, Inc. bid did not have a unit cost, only an extended cost. In four of the seven, the error is inconsequential because the line item only had one unit. However, in the other three cases, there was more than one unit and the cost in the extended cost column is more likely the unit cost. The bid also did not include a price for the deductive alternate required by the bid.

Due to missing the Unit Cost and Extended Cost for a Bid Item and lack of the deductive alternate required by the bid, Stacy and Witbeck, Inc's bid was deemed to be non-responsive and is rejected.

If you disagree with the determination by the agency that your bid is non responsive, you may address this matter by submitting documentation to the agency by Monday April 19, 2021, and appear before the SGVCOG's Capital Projects and Construction Committee at their scheduled meeting of April 26, 2021 at 12 pm. Based on current orders from the state, these meetings are being held virtually. To address the Committee, you may submit comments via email or by phone.

- Email: Please submit via email your public comment to Deanna Stanley [dstanley@sgvcog.org](mailto: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

## EXHIBIT C

Page | 2

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@sgvcoq.org](mailto:dstanley@sgvcoq.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 person requiring a reasonable accommodation to participate in this meeting should contact Deanna Stanley at least 48 hours prior to the meeting at [dstanley@sgvcoq.org](mailto:dstanley@sgvcoq.org) or Amy Gilbert at (626) 214-8869.

Should you have any questions, please contact me at [mponce@sgvcoq.org](mailto:mponce@sgvcoq.org).

Sincerely,

*Memo Ponce*

Memo Ponce  
Contracts Manager

Cc: E. Shen, SGVCOG  
A. Ramirez, SGVCOG  
T. Tignino, SGVCOG



TO: Capital Projects and Construction Committee Members & Alternates

FROM: Eric C. Shen, Director of Capital Projects  
Marisa Creter, Executive Director

DATE: April 26, 2021

SUBJECT: **Item 10 – APPROVAL OF TASK ORDER TO TRC SOLUTIONS FOR PUBLIC OUTREACH SERVICES FOR THE SR 57/60 DIAMOND BAR GOLF COURSE IMPROVEMENTS PROJECT**

### **RECOMMENDATION**

Authorize the Executive Director to issue a Task Order under the contract with TRC Solutions (TRC) in the not-to-exceed (NTE) amount of \$245,677 to provide public outreach services in support of the Diamond Bar Golf Course improvements and utility relocation work over 18 months. This first phase of work is required in advance of the State Route 57/60 Confluence Chokepoint Relief Program (SR 57/60 Project) mainline highway and ramp improvements to start in Fall 2022.

### **BACKGROUND**

The Los Angeles County Metropolitan Transportation Authority (Metro) is the primary funding agency for the State Route 57/60 Confluence Chokepoint Relief Program (SR 57/60 Project). The SR 57/60 Project consists of two phases: Phase 1 work includes the Diamond Bar Golf Course improvements, and Phase 2 work includes the mainline freeway improvements. SGVCOG serves as the lead agency to oversee both phases of the SR57/60 Project construction activities, in close coordination with Metro, the California Department of Transportation (Caltrans) District 7 Office and the Cities of Diamond Bar and Industry.

A Request for Proposals for providing public outreach services throughout Phase 1 was released in January 2021 and three (3) proposals were received in mid-February from the firms selected for our “on call” public outreach services bench in September 2019. The Technical Evaluation Committee (TEC) reviewed the written proposals and conducted interviews in accordance with the agency’s procurement procedure. TRC ranked highest with the most responsive and cost-effective proposal and is being recommended for task order issuance. The firm has committed to an 18% DBE goal through the use of subconsultants.

The public outreach services for SR 57/60 Project Phase 1, Golf Course Improvements, is a stand-alone contract. Public outreach services for Phase 2, Mainline Freeway Improvements, will be secured through a separate solicitation in 2022.

### **CURRENT ISSUES**

TRC will prepare and implement a comprehensive public outreach and communications plan under the direction of SGVCOG staff for the initial phase of construction which requires the temporary closure of and modifications to the golf course as a phase of the SR 57/60 Project. Major tasks



SGVCOG Capital Projects and Construction Committee  
 SR 57/60 Project Phase 1: Public Outreach Services for the Golf Course Improvements  
 April 26, 2021  
 Page 2 of 3

include a golf course closing and reopening marketing plan, notification of impactful construction activities such as dirt-hauling<sup>1</sup> and lane closures, setting up, operating and updating the project website, telephonic Helpline and contact database, and business support and marketing outreach. The team will conduct multilingual outreach in Spanish, Chinese and Korean, as required, and may conduct meetings via telephone, Internet or in person, if allowed by health orders.

Construction activities will take place on the golf course which will be closed for approximately 18 months starting this summer for utility relocation and to reconfigure the course to accommodate the loss of 10 acres to be acquired for right-of-way and freeway improvements. The consultant team will notify the community and golf course users<sup>2</sup> of the closure of the golf course and of work progress. The restaurant, banquet facility and pro shop located at the course will also be closed. The outreach consultant will be directed to proceed with necessary preparatory and coordination work in advance of the closure. As the work nears completion, the consultant will plan and execute a golf course reopening and marketing plan intended to restore customers.

### **FISCAL IMPACT**

The SR 57/60 Project is funded with local sales tax measure funds and SB 1 funds committed by LA Metro. SGVCOG has been retained to oversee right-of-way acquisition, utility relocation and to bid and award construction contracts pursuant to a June 2019 agreement for services with Metro. The agreement requires communication materials to be consistent with Metro guidelines.

Prepared by:




---

Paul Hubler, Director of Government and Community Relations

Reviewed by:




---

Eric C. Shen, PE, PTP, Director of Capital Projects

Approved by:




---

Marisa Creter, Executive Director

### **ATTACHMENTS**

Attachment 1 – Task Order  
 Attachment A – Scope of Work  
 Attachment B – Cost Proposal

---

<sup>1</sup> An estimated 60,000 cubic yards or about 5,000 dump truck loads of dirt will be brought to the site to regrade the greens.

<sup>2</sup> LA County Department of Parks and Recreation requires notification in particular to the existing Women's, Senior's and Men's Golf Clubs and the Golf Advisory Committee.

SGVCOG Capital Projects and Construction Committee  
SR 57/60 Project Phase 1: Public Outreach Services for the Golf Course Improvements  
April 26, 2021  
Page 3 of 3

Attachment C – Personnel

Attachment D – Subconsultants

Attachment E – Agreement 19-03C

Attachment F – LA Metro Funding Agreement Communications Materials Guidelines

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**TASK ORDER**

**SR 57/60 CONFLUENCE CHOKEPOINT RELIEF PROJECT**

**PHASE 1 PUBLIC OUTREACH SUPPORT SERVICES**

<b>CONSULTANT:</b> TRC Solutions	<b>AGREEMENT NO.:</b> 19-03R	<b>TASK ORDER NO.:</b> 1
<b>TASK ORDER TITLE:</b>	SR 57/60 Confluence Chokepoint Relief Project – Phase 1 Public Outreach Support Services.	
<b>EFFECTIVE DATE OF THIS TASK ORDER:</b> April 26, 2021	<b>TASK ORDER VALUE:</b> \$245,676.84	
<b>CONTACT:</b> Wayne Brown	<b>TELEPHONE:</b> 714.321.5250	
<b>FACSIMILE:</b>	<b>EMAIL:</b> WABrown@TRCcompanies.com	
<b>ADDRESS:</b> 17911 Von Karman Ave., Suite 400, Irvine, CA 92614		

**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: Two hundred forty five thousand, six hundred seventy six dollars and 84/100 (\$245,676.84), as per Attachment “B” - Consultant’s cost proposal attached hereto and made part of this Task Order No. 1.

**3. SUBCONTRACTORS:**

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

**5. DBE GOAL**

18% of the labor budget will be provided by DBE subconsultants.

**6. PERIOD OF PERFORMANCE/NOTICE TO PROCEED**

Work under this TASK ORDER NO. 1 shall commence in accordance with a Notice to Proceed to be issued under separation cover, and shall terminate upon the completion of the project.

All other terms and conditions of this AGREEMENT NO. 19-03R remain unchanged.

In witness whereof, this TASK ORDER NO. 1 has been executed under the provisions of AGREEMENT NO. 19-03R 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. 19-03R 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: \_\_\_\_\_

## PROJECT UNDERSTANDING

The initial phase of the State Route 57/State Route 60 Confluence Chokepoint Relief Project is an important first step to improve congestion and hazardous conditions at this heavily-used interchange. The TRC team will partner with the SGVCOG to communicate the complexities of construction, with the goal that the public knows what conditions and closures to expect before getting on the road. Additionally, our team will communicate closures at the Diamond Bar Golf Course with sensitivity and intention, recognizing how important this low-cost recreation space is to the adjacent and nearby communities.

### Task 1: Develop and Execute a Comprehensive Public Outreach and Communications Plan

A comprehensive and inclusive community engagement program will be the key to disseminating information about improvements, modifications, and closures related to the State Route 57/State Route 60 Confluence Project. The first step is to meet with the SGVCOG and construction team to jointly agree on the specifics of the project's communication plan—including schedule, priorities, tools, and tactics. From there, the outreach team will develop a public engagement plan that highlights the various tools that will be utilized in this project to disseminate information. The most important part of any construction communication program is to ensure the information is timely, accurate, and easy to understand.



Our program will highlight new and existing methods to get the word out, utilizing existing SGVCOG media/social media efforts, as well as existing target audiences. We will partner with elected officials, cities, school districts, transportation agencies, neighborhood organizations, and local businesses to reach their constituencies.

### Task 2: Project Groundbreaking Ceremony/Develop and Execute a Closing Notification and Re-Opening Marketing Plan for Diamond Bar Golf Course

While the public engagement contract for the golf course shut-down and redesign is a stand-alone project to the public, it is the long-anticipated beginning of a multi-year redesign of the SR-57/SR-60 freeway interchange. ~~The groundbreaking ceremony will therefore need to anticipate the full project, and our TRC team will execute two large celebratory events—one SR-57/SR-60 Confluence Chokepoint Relief Project groundbreaking ceremony and a ribbon-cutting event to reopen the golf course when the initial phase of work related to the golf course redesign is done.~~ We have completed hundreds of these events—small and large—and can execute every last detail to make each one a memorable occasion. The team will handle all logistics, including set up, rentals, program, catering, handouts, and special/VIP guests. Sites will be scouted and secured—most likely using the golf course or local lots like the former Diamond Bar Honda space or Majestic Reality space. ~~Since the groundbreaking will initiate the entire SR-57/SR-60 Confluence Chokepoint Relief Project, this will be a high-profile event that local VIPs and media outlets will well attend.~~ Our team understands the regional importance of this project and can develop a program that takes into account all stakeholders. We will also work with the SGVCOG to develop a program that best celebrates the start of this project while taking into account COVID safety precautions. This might include a smaller audience to maintain social distancing, with integrated interactive videos or visual simulations to engage a regional audience and initiate our project messaging.

The TRC team will develop a comprehensive marketing plan to support the reopening of the golf course and banquet facility after construction is complete. The marketing efforts will begin immediately, as we know the communication surrounding the facility closure will have a direct impact on the success of the reopening. Our goals will be to make sure that patrons feel valued, aware of why the facility needs to be closed, and receive accurate and timely information. They should be spoken to directly and towards the beginning of the roll-out to avoid hearsay and misinformation. Contact information will be collected prior to the closure to ensure we are able to communicate reopening plans.

Our team has strong ties within the golf industry and can help find Diamond Bar golfers' alternate solutions. Four other public golf courses with similar green fees are located within 20 minutes. Since the majority of the courses are managed by the same company that manages the Diamond Bar Golf Course, we can arrange the printing of signage and maps to welcome Diamond





Bar golfers to the new courses. Our goal is to help maintain the sense of community they were used to at their favorite course.

Patrons will be kept updated on progress made, with special e-blasts that use targeted messaging from key staff from the facility. We can also utilize our in-house production team to produce short videos on how the work is proceeding, including drone flights over the construction area and renderings of the new course configuration to ensure the public is counting down the days to reopening.

Once a reopening date has been made clear, we will launch a proactive marketing campaign to inform the community. Information will be centered on key messaging—highlighting any improvements made during construction. We will use a myriad of tactics to get the word out—social media, physical signage, paid and earned media, direct mail, and promotions. We will do smaller, special events to welcome existing and new patrons back to the facility.

The goal is to get information to the community ahead of the anticipated closure in June or July of 2021. Efforts to include flyers, posters, and information booths at the Diamond Bar Golf Course before closing down for construction. All to connect directly with the golfers, providing them with alternative locations to play and encourage them to sign up for our construction notice and monitor our social media posts for updates. Along with the flyers, our plan to have a “give-away” token to show SGVCOG’s appreciation for their understanding and support during the course closure.

**Task 3: Community Outreach and Communications**

The TRC team has experience leading effective communications for infrastructure projects throughout Southern California. We know the importance of having “go-to” communication channels where the public can receive the latest and most accurate updates on current and potential closures. We will use new and existing relationships in the area to raise public awareness and promote our communication methods. These methods will likely include a project website/page with the latest construction information, supported by social media and an email campaign.

Our team will canvass affected areas before construction activities to inform them of potential impacts. The team will be equipped with a multi-lingual fact sheet that can be used as a leave-behind if we cannot reach the stakeholder. The fact sheet will have all pertinent information, including the hotline phone number to be called if they have additional questions. Special attention will be paid if the canvassed location will require bilingual staff or language support; teams will also note if follow up in a specific language is necessary and will have procedures in place to ensure it is timely. Team members will provide immediate summaries of canvassing activities, making sure to notify the SGVCOG/construction teams if any urgent or sensitive situations arise.

When key impacted areas are identified, TRC staff will conduct briefings with presentations to adjacent neighborhood groups, schools (staff and PTA/PTOs), business organizations and community organizations to ensure they are aware of what is being planned and can help communicate to their constituencies. Handouts will be provided that outline all the various

communication methods to receive real-time updates, as well as how the public can contact the team with questions or concerns. Pop-up booths at community events will be staffed by the team, as appropriate. Online meetings can be planned to reach the community safely during COVID-19 gathering restrictions.





TRC team members will coordinate all communication logistics, including setting up and monitoring the project helpline, website updates, collateral material updates, contact lists/databases, email templates, social media, and surveys. TRC team will coordinate site visits/tours as necessary and coordinate with the SGVCOG team on any media requests. Assistance will be provided to the COG and construction teams as necessary if there are any claims against the project from the public. Team members will attend regular project meetings, and all activities will be documented and provided to the COG staff and construction teams.

We see all of these activities as setting the stage for what the community will come to expect during the more extensive 57/60 construction. We will use that lens when setting up the infrastructure of our program—from the hotline and database to the social media pages and the website. Our messaging will be centered not only on what is happening but also on the larger picture of what is to come. Our relationships made during this stage will help identify problems before the main construction



is initiated. It is important to get out in front of the project, educate stakeholders and build their understanding of the value and work to resolve potential impacts ahead of the beginning of construction.

**Task 4: Business Outreach**



The COVID-19 pandemic has impacted small businesses throughout the region and we will want to ensure we do whatever we can to assist them in remaining open. Our goals will be to minimize operational impacts and identify mitigation measures, especially as it relates to property impacts and traffic detours. Our efforts will ensure the distribution of timely and accurate information so that we can hear of any potential issues and resolve them with the team to the best of our ability. This might include modifying the construction schedule to avoid a major event/business milestone or modify restrictions/closures to ensure parking is maintained.

We will develop an effective “We Are Open” campaign in partnership with the local Chamber or business organization to promote patronage of businesses during the construction period. We can have businesses sign up to have their business featured on our social media/e-blasts and we can create a map of local businesses open in the area. We will also have staff available to make presentations as necessary to interested business organizations.

**FIRM’S EXPERIENCE**

**DEMONSTRATED RECORD OF SUCCESS**

TRC boasts an award-winning, in-house public relations division that includes an outstanding team of experienced infrastructure outreach, creative, media and messaging experts to communicate SGVCOG’s message to a diverse target audience. We specialize in community relations, increasing awareness and garnering public support for public agencies in growing, multicultural communities. Our experience working with public agencies allows us to understand the landscape SGVCOG is working within, while also ensuring that the latest trends and outreach tactics are brought to the table.

As part of an Engineering and Construction Management organization, our transportation related project experience includes: roadways, highways and infrastructure projects performing a range of outreach services very similar to those required in your scope of services. The following matrix provides related experience our team has completed within the last five years.



Personnel Name	Hourly Billing Rate	Task 1 - Develop and Execute a Comprehensive Public Outreach and Communication Plan				Task 2 - Develop and Execute a Golf Course Closing & Reopening Notification Plan				Task 3 - Community Outreach and Communications				Task 4 - Business Outreach				Individual Total	Individual Direct Cost
		FY 20-21	FY 21-22	FY 22-23	Task 1 Total	FY 20-21	FY 21-22	FY 22-23	Task 2 Total	FY 20-21	FY 21-22	FY 22-23	Task 3 Total	FY 20-21	FY 21-22	FY 22-23	Task 4 Total		
		Hours				Hours				Hours				Hours					
Michele Miller	\$130.00	28	72	48	148	1		5	6	1			1				0	155	\$20,150.00
Wayne Brown	\$130.00	48	156	101	305	7		5	12	5	6	3	14	3	3	3	9	340	\$44,200.00
Erika Blaska	\$110.00	45	156	91	292				0				0				0	292	\$32,120.00
Mollie McDonough	\$115.00	9	36	21	66	29	3	45	77				0				0	143	\$16,445.00
Izzy Morales	\$90.00	18	24	14	56	10		11	21				0				0	77	\$6,930.00
Bob Huff	\$130.00	9	36	21	66			3	3	3	12	6	21				0	90	\$11,700.00
Mei Mei Huff	\$125.00	5			5	8	6	9	23		3	3	6	6	12	6	24	58	\$7,250.00
Valarie Martinez	\$130.00				0				0	3	3	3	9				0	9	\$1,170.00
Chelsea Dickerson	\$130.00	5			5	3		10	13	3	12	9	24				0	42	\$5,460.00
Jeanette Florez	\$125.00	5	36	21	62	8		11	19	16	27	17	60				0	141	\$17,625.00
Claudia Cruz	\$125.00				0	4		8	12	4	4	4	12				0	24	\$3,000.00
Andrew Landeros	\$114.00	20			20	4		2	6	4	4	8	16				0	42	\$4,788.00
Jeff DeHart	\$100.00				0	4		5	9				0				0	9	\$900.00
Justin Glover	\$115.00	10	6	3	19	4		8	12	3	21	10	34				0	65	\$7,475.00
Narah Jayasekera	\$105.00	10	6	3	19			8	8	3	12	7	22		3	3	6	55	\$5,775.00
Rebecca Barrantes	\$130.00	3			3				0	3	3	3	9				0	12	\$1,560.00
Laura Santos	\$125.00				0				0	6	15	6	27				0	27	\$3,375.00
					0				0				0				0	0	\$0.00
					0				0				0				0	0	\$0.00
					0				0				0				0	0	\$0.00
					0				0				0				0	0	\$0.00
Subtotal Hours		215	528	323	1066	82	9	130	221	54	122	79	255	9	18	12	39	1581	
Subtotal Direct Labor Cost																			\$189,923.00
8% Fix Fee for Labor Cost																			\$15,193.84
Total Direct Labor Cost																			\$205,116.84
ODC ( see ODC tab for details by month)																			\$ 40,560.00
<b>TOTAL COST</b>	\$ -																		\$245,676.84



SGVCOG  
 SR57/SR60 Confluence Chokepoint Phase 1 Public Outreach Services  
 Other Direct Costs for TRC

OTHER DIRECT COST (ODC's) & VENDOR COSTS								
ODC COST								
Budget Estimate		Cost/Unit	Unit	Quantity	Additional Lump Sum Cost	Item Total	22 months - Subtotal ODC's	Monthly
Item No.								
<b>Travel and Living</b>							<b>\$ 1,960.00</b>	
1	Mileage (\$ 0.56 Standard Rate as of January 1, 2021)	\$ 0.560	Mile	3,500		\$ 1,960.00		\$ 89.09
2	Other (monthly perdiem)		Month			\$ -		\$ -
<b>Communications &amp; Shipping</b>							<b>\$ 2,500.00</b>	\$ -
1	Telephone - Automated Calls and Hotline (see vendor's services)	\$ 1.00	Phase			\$ -		\$ -
2	Express Mail	\$ 1.00	Month			\$ -		\$ -
3	Postage/Freight	\$ 1.00	Phase	2,500		\$ 2,500.00		\$ 113.64
<b>Project Office / Supplies</b>							<b>\$ 500.00</b>	\$ -
1	Supplies	\$ 1.00	Month	500		\$ 500.00		\$ 22.73
2	Other					\$ -		\$ -
<b>Reproduction</b>							<b>\$ 500.00</b>	\$ -
1	Reproduction	\$ 1.00	Phase	500		\$ 500.00		\$ 22.73
2	Drawings		Copy			\$ -		\$ -
3	Other/invoices					\$ -		\$ -
<b>User Defined</b>							<b>\$ 16,000.00</b>	\$ -
1	Media Buys - Social Media Buys (Facebook)	\$ 1.00	Phase	3,500		\$ 3,500.00		\$ 159.09
2	Media Buys - radio / newspaper notice of Golf Course Reopening	\$ 1.00	Phase	3,500		\$ 3,500.00		\$ 159.09
3	Media Buys - geo/fencing - Golf Course Reopening Event	\$ 1.00	Phase	1,000		\$ 1,000.00		\$ 45.45
4	Translation Services for Meetings and Collateral	\$ 1.00	Phase	7,000		\$ 7,000.00		\$ 318.18
5	Photography and Asset Management	\$ 1.00	Phase	1,000		\$ 1,000.00		\$ 45.45
6	Other Project ODC's as Deemed Necessary		Phase			\$ -		\$ -
<b>Total Internal ODC's</b>							<b>\$ 21,460.00</b>	
<b>VENDOR COST</b>								
PHASE 2								
		Cost/Unit	Unit	Quantity	Additional Lump Sum Cost	22 months	Subtotal VENDOR	
Item No.	Vendors						\$ 19,100.00	
1	JJ Designs - Videos/Animation/VR Mtg Platforms -	\$ 5,000.00	1	1		\$ 5,000.00		\$ 227
2	Drone flights - over Golf Course construction area	\$ 500.00	1	5		\$ 2,500.00		\$ 139
4	Reopening of Golf Course - (2022-2023)	\$ 5,000.00	1	1		\$ 5,000.00		\$ 227
4	Hootsuite \$30 monthly	\$ 30.00	1	18		\$ 540.00		\$ 25
5	Constant Contact \$110 monthly	\$ 110.00	1	18		\$ 1,980.00		\$ 90
6	Ninja \$30 month	\$ 30.00	1	18		\$ 540.00		\$ 25
7	Walking Man - Canvassing	\$ 1,500.00	1	2		\$ 3,000.00		\$ 136
8	Grasshopper \$30 monthly	\$ 30.00	1	18		\$ 540.00		\$ 25
<b>Total Vendor Costs</b>							<b>\$ 19,100.00</b>	<b>\$ 893.43</b>
<b>Total ODC Costs</b>							<b>\$ 40,560.00</b>	<b>\$ 1,843.64</b>

3 months	12 months	7 months
\$ 267.27	\$ 1,069.09	\$ 623.64
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 340.91	\$ 1,363.64	\$ 795.45
\$ -	\$ -	\$ -
\$ 68.18	\$ 272.73	\$ 159.09
\$ -	\$ -	\$ -
\$ 68.18	\$ 272.73	\$ 159.09
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 477.27	\$ 1,909.09	\$ 1,113.64
\$ 477.27	\$ 1,909.09	\$ 1,113.64
\$ 136.36	\$ 545.45	\$ 318.18
\$ 954.55	\$ 3,818.18	\$ 2,227.27
\$ 136.36	\$ 545.45	\$ 318.18
\$ -	\$ -	\$ -
\$ 5,606.67	\$ 22,426.67	\$ 13,082.22

## KEY PERSONNEL RESUMES

### MICHELE MILLER | Principal-In-Charge



#### YEARS OF EXPERIENCE

- 25

#### LOCATION

- Irvine, CA

#### AVAILABILITY

- 50%

#### EDUCATION

BA, Journalism and Political Science, University of Arizona, Tucson, AZ

#### EXPERIENCE

- Public Outreach Campaigns
- Stakeholder Outreach
- Media Relations Expert and Former Agency Spokesperson
- Seasoned Writer for Newsletters, Websites and Press Releases
- Excellent Communication and Public Speaking Skills
- Hands-On Project Management Style with Proven Results
- Large-Scale Event Planning

Ms. Miller, who has more than 25 years of public relations experience, is a highly-skilled public relations professional with results-oriented strategic communication skills, specializing in large-scale public involvement programs for public agencies. She possesses the ability to build strong working relationships, is diligent and detail-oriented. Michele can multi-task under pressure and has been instrumental in managing complex projects from start to finish, making the process seamless.

#### PROJECT EXPERIENCE

##### **I-5 South County Improvements Project– SR-73 to El Toro Road, OCTA, Orange County, CA** (*Project Manager*)

Ms. Miller leads the TRC team to providing a comprehensive public outreach program on the \$580 million, 6.5-mile project to improve the mobility through South Orange County. A key stakeholder along the project includes the Mission Viejo Country Club, a private golf club located along the I-5 at Oso Parkway which is impacted by construction activities as well as improvements to the Oso Creek which runs through the golf course. Ms. Miller is the strategic leader on the development of all collateral materials, weekly construction updates and mailers, as well as a robust social media campaign. Responsible for the QA/QC of deliverables to the client and ensures all budgets are met. Reference: Fernando Chavarria, Manager of Community Outreach | Orange County Transportation Authority | t: (714) 560-5306 | e: fchavarria@octa.net

##### **RCTC, I-15 Express Lanes Design-Build Project – Riverside, CA** (*Project Manager*)

Ms. Miller is responsible for overall management and execution of strategic outreach plan during the design/build I-15 Express Lanes Project. Responsible for expanding all project messaging and enhancing collateral materials, including project fact sheets, FAQ's, and branding logos/taglines. Ms. Miller was instrumental in developing a strategic partnership with a key stakeholder, SilverLakes, a sports complex located along the I-15 in the project corridor. By working together, the project and SilverLakes hosted a pre-construction groundbreaking event as well as provides ongoing communication of the project's key messages. Ms. Miller oversees the QA/QC of all deliverables to the client while ensuring the outreach program stays within its \$2 million outreach budget. Reference: Cheryl Donahue, Public Affairs Manager | Riverside County Transportation Commission | t: (951) 235-9564 | e: cdonahue@rctc.org

##### **City of Carlsbad, On-Call Public Relations Services – Carlsbad, CA** (*Project Manager*)

Ms. Miller serves as Project Manager under a multi-year, comprehensive public relations and outreach contract to support proactive communications for the city's major street/highway resurfacing projects and the City of Carlsbad Barrio Communication Project. Ms. Miller provides strategic direction and support to the TRC outreach team on various roadway projects, including the communications of the resurfacing of La Costa Avenue where a key stakeholder was the La Costa Resort and Golf Course. Ms. Miller also oversees the QA/QC of all deliverables while ensuring the TRC team stays within budget. Reference: Craddock Stropes, Senior Management Analyst, Public Works | City of Carlsbad | t: (760) 434-2820 | e: craddock.stropes@carlsbadca.gov



## KEY PERSONNEL RESUMES

### WAYNE BROWN | Project Manager



#### YEARS OF EXPERIENCE

- 41

#### LOCATION

- Irvine, CA

#### AVAILABILITY

- 45%

#### EDUCATION

BA, Communications,  
Oregon State University

#### EXPERIENCE

- Skilled Communicator
- Transportation Expert and Senior Outreach Executive
- 41 Years of Experience Leading Highly Visible Media and Public-Relations Campaigns and Initiatives
- Community Liaison, Leading Community Engagement for Infrastructure System Projects
- 5-time Regional News Emmy Winner for Broadcast Excellence

Mr. Brown is a senior outreach and stakeholder-relations expert. Ideas, innovation and impact flow from his work because he understands the art of communication: it starts with listening. He knows how to manage outreach on a public infrastructure project – from critical environmental studies, to design and planning stages, and into construction. Wayne is a partnership builder. He works with stakeholders, communities and the media to understand their role in the public process. He is passionate about connecting clients with community, working through differences and coming away with beneficial solutions. Wayne is a dynamic thinker and skilled strategist. He knows how to preemptively diffuse problems and offer on-the-spot solutions, especially during public forums and meetings.

#### PROJECT EXPERIENCE

**RCTC, I-15 Express Lanes Design-Build Project – Riverside, CA** (*Deputy Project Manager*) Mr. Brown serves as Deputy Outreach Project Manager for the \$470M, 15 mile express lanes project. He co-manages and executes a strategic outreach plan for the design/build I-15 Express Lanes Project. Responsible for developing community partnerships that have proved invaluable to the image and success of the project. Mr. Brown worked tirelessly to build a lasting partnership with the politically strong Norco Horsemen's Association crafting a workable solution to a three-year closure of a section of the Santa Ana River trail, needed during construction. The closure plan was approved by all parties and it held throughout the project with no incidents or injuries to the riders or construction workers. He has produced a complete series of videos tracking the development of the project from beginning to the completing of construction. References: Cheryl Donahue, Public Affairs Manager | Riverside County Transportation Commission (RCTC) | t: (951) 235-9564 | e: cdonahue@rctc.org | David Thomas, Toll Project Manager | Riverside County Transportation Commission | t: (951) 393-6894 | e: dthomas@rctc.org

**Caltrans District 7, I-5 On-Call Public Awareness – Los Angeles and Ventura Counties, CA** (*Outreach/Government Relations Specialist*) Mr. Brown served as Outreach Government Relations Specialist and provided support to the project team and delivered critical face-to-face updates and construction alerts to community groups, business owners, and school officials, parent teacher organizations, elected officials, non-elected officials, civic groups and residents. Reference: Lauren Wonder, Chief, Media Relations and Public Affairs | Caltrans District 7 | t: (213) 897-9092 | e: lauren.wonder@dot.ca.gov

**City of Carlsbad, On-Call Public Relations Services – Carlsbad, CA** (*Community Liaison*) Mr. Brown serves as Community Liaison responsible for carrying out the TRC comprehensive public relations and outreach plan for the city's major street/highway resurfacing project and City Of Carlsbad Barrio Communication Project. Mr. Brown is responsible for working with contractors and city public works staff, to mitigate issues surrounding projects and to continue his efforts to build successful, positive relationships with community groups, schools, and the public Reference: Craddock Stropes, Senior Management Analyst, Public Works | City of Carlsbad | t: (760) 434-2820 | e: craddock.stropes@carlsbadca.gov



## KEY PERSONNEL RESUMES

### ERIKA BLASKA | Digital Outreach Lead



#### YEARS OF EXPERIENCE

- 15

#### LOCATION

- Irvine, CA

#### AVAILABILITY

- 50%

#### EDUCATION

M.A., Public Administration,  
California State University,  
Long Beach, CA

B.A., English, Italian Studies,  
Wellesley College,  
Wellesley, MA

#### EXPERIENCE

- Expert in All Social Media Platforms
- Strategically Develops Social Media Ads to Target Audiences for Maximum Results
- Collateral Material Development, Marketing and Branding
- Large-scale Event Planning
- Former Reporter with Excellent Writing and Message Development Skills
- Seasoned Writer for Newsletters, Websites and Press Releases
- Comprehensive Public Relations Strategy Experience
- Bilingual in Spanish

With 15 years experience in public relations and journalism, Ms. Blaska brings a wealth of knowledge in online brand management, social media strategy, e-newsletter design & development, SEO content, and website design and management. Ms. Blaska's go-getter attitude and vivacious personality make her an invaluable asset for all levels of community outreach, from grassroots marketing to project completion events.

#### PROJECT EXPERIENCE

**RCTC, I-15 Express Lanes Design-Build Project – Riverside, CA** (*Community Liaison/Social Media Specialist*) Ms. Blaska serves as Community Liaison and social media specialist by assisting in developing and implementing a comprehensive public outreach program for the design/build I-15 Express Lanes Project. Ms. Blaska manages Keeps the project area's diverse community of stakeholders informed and supports planning and execution of community events. Manages all social media channels, develops videos, edits project website, and writes and edits weekly construction newsletter. Acts as a direct liaison between construction project team and the public. Reference: Cheryl Donahue, Public Affairs Manager | Riverside County Transportation Commission | t: (951) 235-9564 | e: cdonahue@rctc.org

**I-5 South County Improvements Project– SR-73 to El Toro Road, OCTA, Orange County, CA** (*Social Media Specialist*) Ms. Blaska serves as the Social Media Specialist for the \$580 million, 6.5-mile freeway improvement project which spans through six cities along the I-5 freeway. She manages the project's social media messaging as well as provides copywriting and community outreach support in educating the public of construction activities and impacts. Ms. Blaska develops and implements all digital and social media communications on the project's sites (Facebook and Instagram) and has conducted online community meetings for the project on Facebook Live. Currently, she helps to integrate the Public Input platform into the project's social media activities Reference: Fernando Chavarria, Manager of Community Outreach | Orange County Transportation Authority | t: (714) 560-5306 | e: fchavarria@octa.net

**Irvine Ranch Water District – Irvine, CA** (*Public Affairs/Social Media Specialis*) Mr. Ms. Blaska served as a Public Affairs Specialist and oversaw \$1.07M drought outreach budget, including digital and print advertising, website development, monthly postcards, and customer events. Managed seven-person Drought Outreach workgroup. Administered social media strategy; developed Facebook, Twitter, Instagram, and YouTube accounts. Coordinated website development and content. Grew Facebook likes by 1400% through her tenure, coordinated social media advertising campaigns, and analyzed metrics. Developed award-winning conservation website, RightScapeNow.com. Managed event planning including Drought Survival Expo (1,500+ attendees), Garden Tour (1,000+ attendees), and Drought Community Event with NBC4. Project Manager between Water Use Efficiency and Public Affairs departments. Coordinated print & digital customer newsletter sent to 90,000+ households and businesses. Managed NBC4 partnership for Drought Event. Reference: Paul Cook, General Manager | Irvine Ranch Water District | t: (949) 453-5300 | e: genmanager@irwd.com





## KEY PERSONNEL RESUMES

### MOLLIE McDONOUGH | Marketing and Graphic Design Lead



#### YEARS OF EXPERIENCE

- 18

#### LOCATION

- Irvine, CA

#### AVAILABILITY

- 40%

Ms. McDonough is a seasoned marketing and public outreach professional with extensive creative agency experience who has worked with both the public and private sector clients. She has worked with a range of clients from Orange County Transportation Authority to Mazda, USA; Wolfgang Puck to Irvine Company Office properties – developing promotional campaigns, community outreach and marketing materials and incentive programs. Mollie has a strong understanding of the need for effectively communicating while keeping the client's core values at top of mind. She has been successful with helping develop, plan and implement national sweepstakes promotions such as the Baja Fresh, Mia Hamm Sweepstakes to regional partnerships such as Scotts Miracle-Gro and Chivas USA.

#### EDUCATION

BS, Recreation Administration, Concentration in Tourism Planning & Management, Cal Poly, San Luis Obispo, CA

#### EXPERIENCE

- Seasoned marketing and public outreach professional with extensive creative agency operation experience who has worked with private and public clients
- Detail oriented with strong strategic and analytical thinking capabilities
- Planning and execution of large-scale events to grassroots outreach
- Project management
- Incentive program management
- Marketing, collateral and campaign material development
- Budget planning & management

#### PROJECT EXPERIENCE

##### Orange County Transportation Authority, I-5 South County Improvements – Orange County, CA (Senior Public Relations Specialist) )

Responsible for developing, planning and implementation of outreach strategies for I-5 South County improvements in south Orange County. Through attending weekly construction meetings anticipate upcoming community outreach needs and proactively recommend outreach plans communicate to constituents. Reference: Fernando Chavarria, Manager of Community Outreach | Orange County Transportation Authority | t: (714) 560-5306 | e: fchavarria@octa.net

##### Charity Golf Tournament Coordinator, Trabuco Hills High School – Mission Viejo, CA (Volunteer)

Lead coordinator for charity golf tournaments to raise funds for baseball and football programs at the high school level. Oversee promotional outreach, volunteer sign-up, silent auction management, and coordination with private golf club. Year-over-year increase in funds raised. Reference: Dean Schroeder, Head Junior Varsity Baseball Coach | Trabuco Hills High School | t: (714) 887-4683

##### Mix Marketing, Community Public Awareness – Catalina, CA (Client Services Manager, Sr. Public Outreach and Marketing Executive)

Ms. McDonough assisted partners with agency operations and client account management. Developed, presented, and implemented ideas to create a positive influence on the public, key stakeholders, and consumers. Managed daily creative schedule. Project management responsibilities included tasks such as accounts payables, receivables, budget development, marketing plans and quality assurance/quality control of deliverables. Assisted with business development and client retention. Clients she was responsible for included Catalina Island Chamber of Commerce and City of Avalon, City of Buena Park Homeless Program, Irvine Company Office Properties, In & Out Burger, Yankee Leisure Group, Baja Fresh as well as others. References: Cathy Miller | Catalina Island Chamber of Commerce & Visitors Bureau, Director of Sales & Marketing | t. (310) 510-1520 | e: cathy@lovecatalina.com | Philip Buck, Partner | Mix Marketing | t: (949) 292-0573 | e: phil@mixmarketing.com



## KEY PERSONNEL RESUMES

### JEANETTE FLORES | Community Task Lead



#### YEARS OF EXPERIENCE

- 23

#### LOCATION

- Irvine, CA

#### AVAILABILITY

- 50%

As a Senior Associate at VMA Communications, Inc., Ms. Flores works with multiple VMA clients – ranging from the California High-Speed Rail to the Mitsubishi Cement Company – manage development and implementation of public participation plans to engage vulnerable communities, including environmental justice populations particularly in historically underutilized communities. Plan, coordinate and document stakeholder meetings and manage project databases, administrative records, activity centers, and overall outreach documentation. Prepare reports and presentation materials for the board of directors, manage Spanish translations of project materials and serves as interpreter at stakeholder meetings.

#### EDUCATION

MA, Public Administration, California State University Long Beach, Long Beach, CA

BA, Political Science, California State University Long Beach, Long Beach, CA

#### EXPERIENCE

- Government Relations
- Community Outreach
- Advocacy

### PROJECT EXPERIENCE

**Grand Avenue Rehabilitation Project, City of Covina, CA** (*Outreach Manager*) Ms. Flores oversaw the strategy to communicate construction-related impacts to key stakeholders traveling the busy street of Grand Avenue. Jeanette ran a community meeting and five community walks to distribute notices to businesses and residents. Jeanette managed a weekly email blast to notify of upcoming work and worked closely with the City on messaging during unexpected delays. Reference: Angel Carrillo, Assistant to the City Manager | City of Covina | t: (626) 384-5415 | e: [acarrillo@covinaca.gov](mailto:acarrillo@covinaca.gov)

**California High-Speed Rail Authority, Public Involvement Program for Southern California, Bakersfield to Anaheim, CA** (*Outreach Project Manager*)

Ms. Flores developed a strategic and comprehensive engagement program that educated local and regional stakeholders about the project and obtained feedback on local issues that can be incorporated into the environmental review process. Through hundreds of briefings, Jeanette has developed strong working relationships with stakeholders throughout the corridor, including local cities, Metro, elected officials and key community groups, ensuring the public is engaged throughout the environmental process. Reference: Rick Simon, Regional Program Manager | California High Speed Rail Authority | t: (909) 202-2098 | e: [rick.simon@hsr.ca.gov](mailto:rick.simon@hsr.ca.gov)

**Kern County Council of Governments, Rural Transit Study** (*Project Manager*)

Developed a comprehensive outreach program to seek feedback from community stakeholders on preferred transit options within the rural communities of Kern County. Focused efforts on reaching environmental justice communities through information tables at key activity centers, workplace presentations, and extensive surveys. Developed messaging to explain transit options and benefits/impacts. Reference: Bob Snoddy, Regional Planner | Kern County | t: (661) 861-2191 | e: [bsnoddy@kerncog.org](mailto:bsnoddy@kerncog.org)



## KEY PERSONNEL RESUMES



### SENATOR BOB HUFF (ret.) | Community/Government Relations

#### YEARS OF EXPERIENCE

- 25

#### LOCATION

- Diamond Bar, CA

#### AVAILABILITY

- 50%

#### EDUCATION

BA, Psychology  
Westmont College  
Santa Barbara, CA

#### EXPERIENCE

- Extensive Relationships with State Legislators
- Extensive Relationships within ACE and the SGVCOG
- Seasoned Writer for Newsletters, Websites and Press Releases
- Business and Community Outreach Campaigns

Prior to his 12 years in the state legislature where Senator Bob Huff served as Vice Chair of the San Gabriel Valley Legislative Caucus and Vice Chair of Assembly and Senate Transportation committees, Senator Huff served on the Diamond Bar City Council for 9 years. His regional government experience included serving in all officer positions in the San Gabriel Valley Council of Governments, he was the Founding Chairman of the ACE Project, Executive Board Member and Chairman of Foothill Transit, and Chairman of the Four Corners Transportation Policy Group.

#### PROJECT EXPERIENCE

**STATE SENATOR, 29<sup>TH</sup> DISTRICT** As Vice Chairman of the Transportation Committee, was a leader in addressing transportation bottlenecks, including the 57/60 interchange. As Vice Chairman of the Budget Committee, and as Vice Chairman of the San Gabriel Valley Legislative Caucus, worked in concert with the SGVCOG to help secure transportation dollars for San Gabriel Valley projects and develop new funding sources. Developed extensive network of governmental relationships at the local, county, state and federal levels. Reported to: 29th Senate District Constituents





**Safe Clean Water LA.** (*Targeted Municipal and Business Outreach, 5th District and SGV*) Responsible for initiating and maintaining contact with skeptical local officials and business leaders. Being a subcontractor of the county, I could not advocate for or against the project, but I could present the information in an unbiased manner, credibly answer questions and help people to keep an open mind who otherwise might not have. I was given wide latitude in developing an approach and narrative for my target audience. The measure passed countywide with 69% of the vote. References: Supervisor Kathryn Barger | Los Angeles County | t: (213) 974-5555 | e: Kathryn@bos.lacounty.gov | Jared Boigon | TBWBH, Inc. | t: (415) 291-1894 | e: jboigon@tbwb.com

**Walnut Valley Unified, Glendora Unified, and West Covina Unified School Districts** Huff Strategies was contracted to help Walnut Valley Unified, Glendora Unified, and West Covina Unified School districts to jointly extend a state school choice program. As a Senator Mr. Huff previously carried legislation successfully allowing parents alternate school district choice to better meet the needs of their children, without the home district having a say. After Mr Huff was termed out of office, extending legislation was stalled in committee. Representing the three districts who thrived under my school-choice legislation, retired Senator Bob Huff secured a meeting with Governor Brown and his Chief of Staff, and helped by-pass the normal policy committee process by getting the legislation inserted into the state budget, successfully extending the program for another 5 years. References: Dr. Bob Taylor, Superintendent | Walnut Unified School District | t: (909) 595-1261





## SUB-CONSULTANT EXPERIENCE

FIRM	NAME	LOCATION	AVAILABILITY	INTRODUCTION STATEMENT
	Valerie Martinez	Irvine, CA	35%	<p>Ms. Martinez provides strategic public affairs and community outreach expertise, packaging media management, government affairs, and technical infrastructure outreach for a variety of public agencies and private corporations. For more than 20 years, Valerie has provided the political guidance to develop hundreds of public infrastructure projects that have strengthened the world of education, transportation, and water management throughout California. Most recently, Valerie has worked with the California High-Speed Rail Authority, providing strategic political guidance and implementation of a solid CEQA/NEPA-focused outreach program to support the design and engineering of the California's largest public infrastructure project in the last 50 years — an 800-mile system, connecting urban centers throughout the State, revolutionizing mobility in California.</p>
	Chelsea Dickerson	Irvine, CA	40%	<p>Ms. Dickerson specializes in developing and managing strategic communications programs for the firm's transportation, land use and education clients. Her counsel is enhanced through a strong understanding of the Southern California public affairs environment, a network of relationships with community stakeholders, and experience in strategic communications, public policy and political campaigns. Chelsea is responsible for developing complex project messages tailored to meet the demands of the community, designing information materials, implementing public meetings and working closely with community members to mobilize them to action.</p>
	Claudia Cruz	Irvine, CA	40%	<p>Ms. Cruz brings nearly 20 years of experience in community engagement as well as extensive knowledge of the California State Legislature and the functions of local government. Claudia implements comprehensive strategic public outreach activities, including identifying and coordinating outreach opportunities, scheduling and facilitating briefings with elected officials and key stakeholders for multiple sections of the California High-Speed Rail Project — Los Angeles to San Diego, Bakersfield to Palmdale and the Bakersfield F Street Station Alignment. In addition, Claudia is one of VMA's bilingual (English/Spanish) team members and provides translation services. She is readily available to assist Spanish speaking community members during public meetings, not only for the statewide High-Speed Rail project, but for the firm's local government clients as well.</p>
	Andrew Landeros	Claremont, CA	40%	<p>Mr. Landeros oversees VMA's design, social media and web management divisions, ensuring all clients receive unique, efficient and eye-catching imagery in collateral and branding elements. His expertise in print design has been hailed with multiple state and national honors. Andrew recently culminated a three-year stint as city editor of the Whittier Daily News and San Gabriel Valley Tribune. Under his leadership, the Whittier Daily was given the top award from the California Newspaper Publishers Association (CNPA) and honored for general excellence.</p>













**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**STATE ROUTE 57/STATE ROUTE 60 CONFLUENCE CHOKEPOINT RELIEF PROJECT - PHASE 1  
PUBLIC OUTREACH SUPPORT SERVICES**

FIRM	NAME	LOCATION	AVAILABILITY	INTRODUCTION STATEMENT
	Attila Juhas	Beaumont, CA	50%	<p>With 21 years of experience in media production, Mr. Juhas provides exceptional media services in virtual reality (VR), Augmented Reality (AR), 3D modeling and animation, interactive programming, video production, graphic design, web design and coding. His goal is to use his experience and love for design to help people and companies stand out from the crowd, which he does with cutting-edge technologies. Since 2011, Mr. Juhas has lead the design and implementation of all visuals for the annual Mobility 21 Summit.</p>
	Rebecca Barrantes	Whitter, CA	40%	<p>Ms. Barrantes has 30 years of management experience in the budget and administrative management, public affairs, and marketing in the public and private sectors. Her strategic counsel is sought by clients to guide public involvement for planning/entitlement, environmental, design, construction efforts and public outreach campaigns. Rebecca has performed community outreach and public engagement campaigns for most if not all the major transportation corridor investment and environmental studies throughout Southern California.</p>
	Laura Santos	Whitter, CA	40%	<p>Ms. Santos has more than 30 years of experience in community and grassroots outreach and organizing. Laura possesses the strong skills in building trusted working relationships with leaders, recruiting and engaging stakeholders and volunteers. She specializes in developing strategies that inform, educate, build support, and generate a call to action. She serves as a Trustee on the Board of Mt. San Antonio College and formerly was a Board Member on the Bassett Unified School District.</p>
	Mei Mei Huff	Diamond Bar, CA	50%	<p>Mei Mei Huff possesses strong political, community and ethnic media experience. After completing her MBA from St. John's University in New York, Mei Mei obtained her CPA license in California and worked for Arthur Andersen as an auditor and tax consultant. Mei Mei has managed numerous local and state election campaigns specializing in reaching and turning out votes in Asian minority communities. She has helped with LA County's Measure W, LA County Fire Department, the U.S. Census and Covid-19 outreach.</p>
	Justin Glover	Pasadena, CA	35%	<p>Mr. Glover, who holds an accreditation in Public Relations (APR), is an experienced public affairs and outreach professional who has worked with numerous agencies throughout Southern California to deliver messages to residents and stakeholders. He has worked on behalf of OCTA, OC Stormwater Program, and various water districts and regional power companies to educate the public on infrastructure projects. He is an expert at developing comprehensive outreach plans which include the press releases, op-eds, mailers, advertisements, videos, photography and events.</p>
	Narah Jayasekera	Pasadena, CA	30%	<p>Ms. Jayasekera is an outreach and government relations specialist with expertise in virtual programming, event production and web communications. She spent several years in government service as a staff member with Congressman Ed Royce and California State Senator Ling Ling Chang. Ms. Jayasekera specializes in community outreach, nonprofit partnerships and event management.</p>

ATTACHMENT "D"



**AGREEMENT NO. 19-03C  
PUBLIC OUTREACH SERVICES**

**BY AND BETWEEN**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**AND**

**TRC SOLUTIONS, INC.**

**DATED:**

**OCTOBER 1, 2019**

**AGREEMENT FOR PUBLIC OUTREACH SERVICES**  
**BY AND BETWEEN**  
**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**AND**  
**TRC SOLUTIONS, INC.**

This AGREEMENT FOR PUBLIC OUTREACH SERVICES BY AND BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND TRC SOLUTIONS, INC. (the "AGREEMENT"), is made and entered into effective as of October 1, 2019, by and between the San Gabriel Valley Council of Governments (the "SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS") AND TRC SOLUTIONS, INC. (the "FIRM").

**SECTION 1. TERM OF AGREEMENT.**

The term of this Agreement shall commence on the 1<sup>st</sup> day of October 2019, and shall terminate on the 30<sup>th</sup> day of September 2022, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to two (2) additional years, at the sole discretion of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. This Agreement may be amended by mutual agreement of the Parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the Parties.

**SECTION 2. SUBCONTRACTORS.**

FIRM 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 the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Substitution of subcontractors must be approved, in writing, by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Any subcontract with a value in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) that is executed by FIRM in connection with this AGREEMENT shall contain all of the provisions of this AGREEMENT that are stipulated herein to be applicable to subcontractors.

**SECTION 3. SCOPE OF SERVICES; TASK ORDERS.**

(a) EXHIBIT A describes the total SCOPE OF SERVICES that the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS expects to assign to FIRM over the term of the AGREEMENT. Individual TASK ORDERS, each covering a part of the total SCOPE OF SERVICES, will be issued to FIRM based on the adopted annual budget. FIRM 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 FIRM through individual TASK ORDERS may be less than the SCOPE OF SERVICES. Further, it is understood and agreed that the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS makes no guarantee, either express or implied, as to the actual services that will be authorized under this AGREEMENT.

(b) When the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS determines that a TASK ORDER is required, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS will request that FIRM prepare a draft TASK ORDER identifying the services to be performed, deliverables, period of performance, proposed not-to-exceed budget, and other items, as appropriate. FIRM shall provide the draft TASK ORDER to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS which shall review and draft TASK ORDER and negotiate its contents with FIRM. After agreement is reached regarding all items in the TASK ORDER it shall be signed by representatives of both the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and FIRM.

(c) FIRM shall not undertake any work associated with a specific TASK ORDER prior to the date of commencement shown in an approved TASK ORDER as approved by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and signed by representatives of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and FIRM.

(d) The period of performance for each TASK ORDER will be in accord with the dates specified in the TASK ORDER. No TASK ORDER will be written which extends beyond the term of this AGREEMENT as specified in SECTION 1 and any TASK ORDER which extends beyond the term of this AGREEMENT will not be valid.

(e) Upon execution of a TASK ORDER by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and FIRM, the TASK ORDER shall be incorporated into and made part of this AGREEMENT.

**SECTION 4. ADDITIONAL SERVICES.**

FIRM 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 the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. FIRM shall be compensated for any such additional authorized services in the amounts and in the manner agreed to in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

## **SECTION 5. COMPENSATION AND METHOD OF PAYMENT.**

(a) FIRM shall be paid for its services in accordance with the hourly rates contained in EXHIBIT B "COMPENSATION." EXHIBIT B identifies billing rates by specific individuals. FIRM may add or delete named individuals from EXHIBIT B only by written agreement by both parties to this AGREEMENT. Except as shown in EXHIBIT B, FIRM shall be reimbursed without markup for the cost of all reasonable business expenses (e.g. telephone charges, expert witnesses, service of process, etc.) that have been incurred in performing the services covered by this AGREEMENT and that can be supported by documentation acceptable to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and its funding sources.

(b) The total not-to-exceed budget for all services associated with a specific TASK ORDER shall be identified in said TASK ORDER. Notwithstanding an established not-to-exceed budget, FIRM shall only incur such costs as are reasonable and necessary and in the best interests of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. If at any time FIRM estimates the cost of performing the services described in any Task Order will exceed the budget for such services in said TASK ORDER, FIRM shall notify the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS immediately in writing indicating the estimated amount necessary to complete the services. Any such estimates made by FIRM are estimates only, and such estimates are not guarantees that the task can be completed for the estimated amount. Any costs incurred by FIRM in excess of the aforesaid not-to-exceed budget without the express written consent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall be at FIRM's own risk.

(c) As soon as practical after the first day of each calendar month, FIRM shall furnish to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS an original invoice. The invoice shall identify all compensation due FIRM by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and all compensation shall be calculated in accordance with the rates contained in EXHIBIT B. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall use its best efforts to pay the amount invoiced in full within thirty (30) days after receipt of invoice.

(d) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall independently review each invoice submitted by the FIRM to determine if said invoice is in compliance with all provisions of this AGREEMENT. All FIRM costs and expenses and any subcontractor costs and expenses must be in accord with the Contract Cost Principles and Procedures of the Federal Acquisition Regulation, 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 (MTA's) Proposition A & C Local Return Guidelines. Any costs and expenses for which payment has been made to FIRM and/or FIRM's subcontractors that are determined by subsequent audit to be unallowable are subject to repayment by FIRM and/or FIRM's subcontractors to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The eligibility requirements for subcontractor cost and expenses, as described in this SECTION 5(e), must be



contained in all subcontracts of FIRM. Further, all subcontracts of FIRM must include a provision mandating reimbursement to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for any costs for which payment has been made that are determined to be unallowable by subsequent audit.

(e) In the event the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS disputes any costs or expenses in any invoice, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall notify FIRM within thirty (30) days of receipt by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS of said invoice. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall process the undisputed portion of said invoice. FIRM shall correct and resubmit any properly disputed portions of said invoice.

(f) Payment to FIRM for services performed pursuant to this AGREEMENT shall not be deemed to waive any deficiencies in services performed by FIRM.

(g) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has adopted a prompt payment policy to ensure that prompt payments are made to all lower tier subcontractors. In accord with this policy, FIRM agrees to make payment to each of its subcontractors for work that is satisfactorily performed no later than ten (10) calendar days after FIRM receives payment from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for the work of FIRM's subcontractors. FIRM further agrees to pay each of its subcontractors all retained funds within thirty (30) days after each subcontractor's work is satisfactorily completed and a final invoice is submitted to FIRM; provided, however, that FIRM may withhold any retainage payments associated with invoice items that are in dispute and nothing in this provision is intended to require FIRM to make any payment to FIRM's subcontractors prior to FIRM's actual receipt of payment from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The prompt payment provisions of this paragraph shall be included in all of the FIRM's subcontract agreements.

(h) Any subcontractor of FIRM that receives a late payment because of FIRM's failure to comply with the prompt payment policy of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may bill FIRM for interest on the full amount of any late payment at the rate of two percent (2%) per month, with no compounding. Interest payments are an unallowable cost under this AGREEMENT and will not be reimbursed by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Repeated and persistent failures by FIRM to comply with the prompt payment policy of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS will be considered a material failure to comply with the term of this AGREEMENT and may result in the FIRM being in default under SECTION 23.

**SECTION 6. DEFICIENT SERVICES.**

FIRM represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT. FIRM 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, FIRM shall employ, at a minimum, generally accepted standards and practices utilized by other firms engaged in providing services similar to those required of FIRM under this AGREEMENT. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS 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 the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, FIRM shall immediately re-perform, at its own costs, the services that are deficient. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS must notify FIRM 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 FIRM from any responsibility under this AGREEMENT.

## **SECTION 7. CORRESPONDENCE AND OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by FIRM in the course of providing any services pursuant to this AGREEMENT shall be the sole property of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, upon payment therefor and may not be used, reused or otherwise disposed of by the FIRM without the permission of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of this AGREEMENT and upon payment therefor, FIRM shall turn over to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS all such maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents which FIRM may have temporarily retained for use by FIRM staff. Any reuse of documents for purposes not contemplated under this Agreement or modification of the aforementioned materials, work products or documents by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS without FIRM's written permission shall be at the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT's sole risk, and the FIRM shall have no liability with respect to such reuse or modification. With respect to computer files, FIRM shall make available to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, upon reasonable written request by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

FIRM may, from time to time, seek the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS's approval to use pre-existing FIRM materials, the use of which will reduce costs to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS but which will not become the property of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

FIRM shall provide copies of all pleadings and all relevant correspondence, as appropriate, to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

**SECTION 8. BOOKS AND RECORDS.**

(a) FIRM shall maintain any and all documents and records demonstrating or relating to FIRM's performance of services pursuant to this AGREEMENT. FIRM 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 the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS 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 FIRM 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 in accordance with this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures. Notwithstanding the foregoing, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT agrees not to publicly disclose FIRM's trade secrets that may be reviewed pursuant to such an audit. FIRM shall be responsible for notifying SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT's in writing what audit material is considered to constitute trade secrets.

(b) Any and all records or documents required to be maintained pursuant to this SECTION 8 shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS or its designated representatives or representatives of any government entity, including the Federal Highway Administration and Caltrans, that are providing funding to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, if a portion of such funding is used to compensate FIRM hereunder. Copies of such documents or records shall be provided directly to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, as requested, 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 FIRM's address indicated for receipt of notices in this AGREEMENT.

(c) Where the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has reason to believe that any of the documents or records required to be maintained pursuant to this SECTION 8 may be lost or discarded due to dissolution or termination of FIRM's business, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and to its successors-in-interest and authorized representatives.

**SECTION 9. STATUS OF FIRM.**

(a) FIRM is and shall at all times remain a wholly independent entity and not an officer, employee or agent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. FIRM shall have no authority to bind the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in any

manner, nor to incur any obligation, debt or liability of any kind on behalf of or against the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

(b) The personnel performing the services under this AGREEMENT on behalf of FIRM shall at all times be under FIRM's exclusive direction and control. Neither the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, nor any of its elected or appointed boards, officers, officials, employees or agents, shall have control over the conduct of FIRM or any of FIRM's officers, employees or agents, except as set forth in this AGREEMENT. Except as authorized by this AGREEMENT, or the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, FIRM shall not at any time or in any manner represent that the FIRM or any of FIRM's officers, employees or agents are in any manner officials, officers, employees or agents of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

(c) Neither FIRM, nor any of FIRM's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS's employees. FIRM expressly waives any claim FIRM may have to any such rights.

**SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

FIRM shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules of any government or quasi-government entity having jurisdiction over the Project and in effect during the term of this AGREEMENT. FIRM shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, nor any of its elected or appointed boards, officers, officials, employees or agents, shall be liable, at law or in equity, as a result of any failure of FIRM to comply with this SECTION 10.

**SECTION 11. FAIR EMPLOYMENT PRACTICES.**

(a) In the performance of this AGREEMENT, FIRM will not discriminate against any employee because of race, color, sex, religion, national origin, age, ancestry, pregnancy, disability, sexual orientation, medical condition or marital status and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order. FIRM 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. FIRM shall post in conspicuous places, available to employees for employment, notices provided by state and federal agencies regarding fair employment practices.

(b) FIRM 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 State of California to investigate or ascertain compliance with this SECTION 11 of this AGREEMENT. This SECTION 11 is subject to California law protecting the rights of privacy of the FIRM's employees, agents and clients.

(c) Remedies for willful violation:

(1) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS 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 FIRM was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that FIRM has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(2) For willful violation of the fair employment provision of this AGREEMENT, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the right to terminate this AGREEMENT, either in whole or in part, or any loss or damage sustained by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in securing the good or services described herein shall be borne by and paid for by FIRM and the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may deduct from any monies due or that thereafter may become due to the FIRM, the difference between the price named in the AGREEMENT and the actual cost thereof to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS to cure FIRM's breach of this AGREEMENT.

## **SECTION 12. NON-DISCRIMINATION ASSURANCES.**

(a) FIRM 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. 20002d-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 FIRM under this AGREEMENT. FIRM hereby gives assurance that FIRM and subcontractors will promptly take any measures necessary to effectuate this SECTION 12. Failure by the FIRM to carry out these



requirements is a material breach of the AGREEMENT which may result in termination of the AGREEMENT or such other actions in accordance with SECTION 23.

(b) FIRM, without limiting the above general assurance, hereby gives the following specific assurances:

(1) FIRM 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.

(2) FIRM 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.

(3) FIRM 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 FIRM 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 13. UNAUTHORIZED ALIENS.**

FIRM 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 FIRM 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 the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for such use of unauthorized aliens, FIRM hereby agrees to and shall reimburse the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in connection therewith.

### **SECTION 14. CONFLICTS OF INTEREST.**

(a) FIRM covenants that neither it, nor any of its officers or principals has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS or which would in any way hinder FIRM's performance of services under this AGREEMENT. FIRM further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. FIRM agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in the performance of this AGREEMENT.

(b) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS reserves the right to request additional information regarding possible conflicts of interest at any time during the term of this AGREEMENT. Further, conflict of interest considerations may result in limitations on the amount or type of work assignments provided to FIRM.

(c) To avoid conflict of interest concerns and to avoid the release of confidential negotiation information, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS will not provide a waiver to FIRM to enable FIRM to represent property holders opposing the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS either during the term of this AGREEMENT or for five years after the termination of this AGREEMENT.

**SECTION 15. DEBARMENT AND SUSPENSION CERTIFICATION.**

(a) The FIRM's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California that the FIRM has complied with Title 49 Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or 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. Any exceptions to this certification must be disclosed to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining FIRM's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

**SECTION 16. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING.**

(a) The FIRM certifies to the best of his or her knowledge and belief that:

(1) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on-behalf of the FIRM to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract; the making or any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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 FIRM shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) 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.

(c) The FIRM also agrees that by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$10,000, and that all such sub recipients shall certify and disclose accordingly.

#### **SECTION 17. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

(a) All information gained or work products produced by FIRM in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to FIRM. FIRM shall not release or disclose any such information or work products to persons or entities other than the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS without prior written authorization from THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, except as may be required by law.

(b) FIRM, its officers, employees, agents or subcontractors shall not, without prior written authorization from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, voluntarily provide declarations, letters of support, 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 FIRM gives the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS notice of such court order or subpoena.

(c) If FIRM, or any officer, employee, agent or subcontractor of FIRM, provides any information or work product in violation of this AGREEMENT, then the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the right to reimbursement and indemnity from FIRM for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of FIRM's conduct.

(d) FIRM shall promptly notify the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS should FIRM, 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 there under. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS retains the right, but has no obligation, to represent FIRM or be present at any deposition, hearing or similar proceeding. FIRM agrees to cooperate fully with the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and to provide the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS with the opportunity to review any response to discovery requests provided by FIRM. However, this right to review any such response does not imply or mean the right by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS to control, direct, or rewrite said response.

## **SECTION 18. INDEMNIFICATION.**

(a) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, the San Gabriel Valley Council of Governments, and their respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to FIRM or any other person for, and FIRM 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, 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 FIRM, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, 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 FIRM's negligent performance of or negligent failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of FIRM, its agents, officers, directors 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 FIRM has agreed to indemnify INDEMNITEES as provided above, FIRM, upon notice from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, shall defend INDEMNITEES at its expense by counsel acceptable to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, 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 FIRM under SECTION 19 shall be used to ensure FIRM's obligations under this SECTION 18. FIRM's liabilities and obligations arising under this SECTION 18 shall be limited to the coverage provided by the individual insurance that FIRM obtains and/or maintains in order to satisfy the requirements of SECTION 19 following. The provisions of this SECTION 18 shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this SECTION 18 do not apply to CLAIMS occurring to the extent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS's negligence or willful acts or omissions. The provisions of this SECTION 18 do not apply to CLAIMS resulting from FIRM's non-negligent performance of directives given by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

**SECTION 19. INSURANCE.**

FIRM agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C", "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS as to form and content. The insurance policy requirements as set forth in EXHIBIT "C" are subject to amendment or waiver if so approved in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. FIRM agrees to provide the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS with certificates evidencing the required policies, upon request.

**SECTION 20. ASSIGNMENT.**

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

**SECTION 21. CONTINUITY OF PERSONNEL.**

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



**SECTION 22. TERMINATION OF AGREEMENT.**

(a) The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to FIRM. In the event such notice is given, FIRM shall cease immediately all work in progress.

(b) If FIRM is in default under this AGREEMENT, then, in addition to any other remedies, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may terminate this AGREEMENT immediately upon written notice.

(c) Upon termination of this AGREEMENT by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, all property belonging to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, which is in FIRM's possession, shall be returned to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, as appropriate. FIRM shall furnish to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a final invoice for work performed and expenses incurred by FIRM, prepared as set forth in SECTION 5 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 5 of this AGREEMENT.

**SECTION 23. DEFAULT.**

If either FIRM or the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS 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 a cure to completion, the breaching party shall be in default under the terms of this AGREEMENT. In the event that FIRM is in default, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall not have any obligation or duty to continue compensating FIRM for any services performed after the date of default, and the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, without limiting any other legal or equitable remedies available to it, shall be entitled to withhold from FIRM amounts unpaid hereunder and to offset such amounts against damages or losses incurred by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, including increased costs of services.

**SECTION 24. TIME IS OF THE ESSENCE.**

Time is material consideration in the performance of this AGREEMENT.

**SECTION 25. EXCUSABLE DELAYS.**

Firm 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 FIRM. Such causes include, but are not limited to, acts of God, acts of the public enemy, 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 26. NOTICES.**

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

To the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS:  
Executive Director  
San Gabriel Valley Council of Governments  
1000 South Fremont, Unit 42  
Suite 10210  
Alhambra, CA 91803

To FIRM:  
TRC Solutions, Inc.  
Ana Eisenhauer  
Vice President of Marketing  
650 Suffolk Street  
Wannalancit Mills  
Lowell, MA 01854

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, 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 27. AUTHORITY TO EXECUTE.**

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

**SECTION 28. BINDING EFFECT.**

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

**SECTION 29. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the FIRM and by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 30. 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 the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS of any work or services by FIRM shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 31. 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 32. 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 33. DISADVANTAGED BUSINESS ENTERPRISE (DBE) RACE NEUTRAL PARTICIPATION.**

Not used

**SECTION 34. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBITS "A" through "F", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreement or understandings, whether oral or written, or entered into between FIRM and the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party, which are 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 35. 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 36. LIMIT OF LIABILITY**

Notwithstanding anything to the contrary in this agreement, FIRM and SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement. This waiver includes, but is not limited to, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that either Party may incur from any cause of action including negligence, strict liability, contract breach, and strict or implied breach of warranty.

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

**FIRM** Ana Eisenhauer  
Digitally signed by Ana Eisenhauer  
DN: cn=Ana Eisenhauer, o=TBC, ou=Marketing & Proposals,  
email=ana@trchauerinc.com, c=US  
Date: 2019.10.04 08:45:27 -0400

**By** Ana Eisenhauer

**Title** VP Marketing

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**By** 

**Title** Chief Engineer

**APPROVED AS TO FORM:**



Counsel to SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS



**EXHIBIT A  
"SCOPE OF SERVICES"**

**APPENDIX A – SCOPE OF SERVICES  
REQUEST FOR QUALIFICATIONS FOR PUBLIC OUTREACH ON-CALL SERVICES**

**Background**

The San Gabriel Valley Council of Governments (SGVCOG) Public Outreach On-Call Services Contract(s) is intended to engage and inform the community about the projects and programs undertaken by the SGVCOG. The services outlined below may be requested for current projects and prospective projects undertaken by the SGVCOG. Current projects include the State Route 57-60 Confluence Chokepoint project and remaining Alameda Corridor-East (ACE) projects. Potential future projects and programs may involve, but are not limited to, stormwater mitigation, infrastructure improvements, homelessness, active transportation, subregional planning studies and program advocacy.

The Public Outreach On-Call Services Contract will build public awareness of the SGVCOG projects and programs by disseminating information to affected communities, directly and via media and community outlets. The consultant will focus on conducting community and capital project- and construction-related outreach, business outreach and safety outreach to enable the building of positive relationships with businesses and residents, jurisdictional, community and stakeholder representatives and organizations; and assist in assessing, responding to and mitigating inquiries and concerns. The safety outreach will be conducted to educate and inform schools, community-based organizations, sensitive receptors, and emergency personnel about proposed construction activities. Pre-construction surveys will document the existing condition of properties adjacent to construction sites. In addition, the outreach will ensure impacted jurisdictions, stakeholders and the public are aware of the projects and program goals, benefits, funding sources, scheduling and construction activities, building and sustaining support for the projects and programs.

**1. Community Outreach/Program Advocacy**

Core activities will be based on the projected schedule for the advocacy, outreach, implementation, property acquisition and pre-construction and construction stages of the projects and programs, as applicable. Communications tools will provide updates for the SGVCOG or project-specific website, SGVCOG or project-specific newsletter and media releases, social media, SGVCOG or project-specific video (optional), construction notices, brochures and fact sheets, and a toll-free Helpline, if requested.

Major Scope/Deliverables and Activities include:

- Schedule and plan outreach events, including but not limited to community meetings and conferences, media and stakeholder briefings and press conferences, groundbreaking ceremonies and dedication ceremonies
  - Plan, coordinate, facilitate and staff events
  - Provide translation services, as appropriate
  - Prepare and distribute, as appropriate, handout, media and presentation materials, including but not limited to talking points, programs, to-do lists, invitations and appreciation letters
  - Arrange photography and videography of events upon request
- Staff and support exhibit booths and similar efforts at community and industry events
- Prepare, distribute, translate as needed and document distribution of alerts and meeting notices via conventional means, electronic, Twitter and other social media outlets
- Attend regular or scheduled project or program progress meetings
- Support website updates
- Prepare and maintain project-specific database, filing and memo to file system for the tracking and documentation of outreach inquiries and activities including but not limited to claims for property damage, business disruption and injury
- Coordinate as needed with SGVCOG staff and the consultant claims administrator regarding damage or injury claims
- Implement pre-construction surveys
- Maintain and update contact lists of stakeholders, schools, community-based organizations and homeowner associations, among other groups
- Respond to and document public inquiries and prepare summary reports
- Maintain records and draft summaries of all public meetings and inquiry responses
- Design, procure and distribute collateral materials, including brochures, fact sheets, correspondence, presentations, invitations and event programs
- OPTIONAL TASK: Arrange all production required for project or program video
- OPTIONAL TASK: Draft and distribute project- or program-specific newsletter

## **2. Business**

The goal of the business outreach effort is to establish relationships with local businesses and business associates in project and program areas and to increase understanding of local business concerns. The Business Support Program will be implemented to mitigate the impact of construction, road closures and restrictions on affected businesses, tailored for each aspect of the project.

Business outreach effort includes the scheduling, coordinating and facilitating of SGVCOG participation in stakeholder or community events, organizing meetings with local business, and providing signage and advertising to assist affected businesses during construction. The following activities are proposed:

Major Scope/Deliverables and Activities include:

- Schedule, coordinate, and facilitate meetings with affected businesses, chambers of commerce and other business stakeholders.
- Outreach to minority business community
- Implement Business Support Program, as applicable
  - Interview affected businesses to explain project, goals and to offer voluntary assistance
  - Collaborate with acquisition, relocation, utility relocation and construction team for business outreach
  - Coordinate and procure co-promotion advertising, signage and other materials for affected businesses
  - Serve as liaison between SGVCOG staff, contractors and consultants and businesses

### **3. Media and Communications**

The media and communications activities involves outreach to media, municipal and community organization publications to inform the public about the project

- Support media planning
- Plan and implement groundbreaking and dedication/ribbon-cutting events for construction projects
- Prepare current project information tailored to jurisdictions or targeted audiences
- Prepare media advisories, media releases to media outlets and monitor publications and articles
- Prepare op-eds and guest columns for publication in coordination with SGVCOG staff
- Coordinate media outreach and relations
- Maintain relationship with regional and local media outlets
- Coordinate all project and program advertising and assist with providing updates for website
- Maintain and update media list
- Coordinate ethnic and mainstream media briefings/press conferences
- Translation of press releases and advisories where appropriate
- Prepare, update and maintain project media kit, including crisis communications plan
- Design and place ads for area publications to publicize meetings, project construction, safety outreach and Business Support Program
- Update and maintain information fact sheets to reflect changes in schedule and other developments

- Coordinate photographic and videographic services for community, kickoff and dedication events and other photography as needed

#### **4. Public Safety**

The Safety Outreach activities are intended to educate schools and communities, reduce risk and to respond directly to concerns identified in impacted neighborhoods, particularly but not solely as related to construction phases. Efforts will be implemented in cooperation with schools, CBOs, and emergency personnel.

Major Scope/Deliverables and Activities include:

- Coordinate, support and conduct public safety outreach efforts with SGVCOG and consultant team
- Update lists of public and private schools impacted by project
- Prepare safety message kits and other collateral materials
- Develop activities and/or events in which schools and communities can participate in safety outreach

#### **5. Governmental**

The purpose of the governmental outreach activities is to insure that impacted jurisdictions are aware of the project and program goals, benefits, funding, scheduling and construction. The overall strategy is to establish positive relationships with elected and non-elected officials in an effort to sustain long-term support for the projects and programs.

Major Scope/Deliverables and Activities include:

- Assist in planning, supporting and implementing tours, briefings, receptions and other meetings
- Attend jurisdictional functions, events and briefings as appropriate
- Schedule, coordinate and facilitate jurisdictional meetings and develop and distributed collateral materials
- Attend SGVCOG meetings and other SGVCOG events as needed
- Regularly provide and update contact list of state, federal and local legislators
- Coordinate mailers as directed

## **6. Office Space**

The SGVCOG will not provide permanent office space under this contract(s). Daily use/flex space for daily tasks, which may be shared office space, as needed and as available. The SGVCOG will also provide a "kit of parts" which may include SGVCOG standard outreach collateral needed for meetings and other events available for use by any consultant awarded a contract. Individual Task Orders (TOs) within the contract will incorporate these SGVCOG furnished materials, and other needed items can be provided in the cost proposal (i.e. ODC and/or Vendors).

**\*END OF SCOPE OF SERVICES\***

**EXHIBIT B  
"COMPENSATION"**

Rate Sheet for Labor Classifications:

<b>Labor Classification:</b>	<b>Hourly Loaded Rate:</b>
Project Manager/Comm. Task Lead 1 (TRC)	\$144.25
Community Task Lead 2 (TRC)	\$97.85
Community Liaisons (TRC)	\$116.98
Graphic Designer 1 (TRC)	\$74.30
Graphic Designer 2 (TRC)	\$83.38
Strategic Counsel (VMA)	\$160.00
Community Task Lead 3 (VMA)	\$145.00
Community Task Lead 4 (VMA)	\$143.20
Community Task Lead 5 (VMA)	\$143.20



**EXHIBIT C**  
**"INSURANCE"**

- A. Automobile Liability Insurance in the amount of \$1,000,000 for bodily injury and property damage.
- B. Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance with limits of \$1,000,000 per accident.
- C. General Liability insurance with coverage of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- D. Professional Liability (malpractice) insurance with coverage of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

**EXHIBIT D**  
**"KEY PERSONNEL"**

Key Personnel are as follows (list names):

<b>Name:</b>	<b>Position or Classification:</b>
Marisa Campos Trautz	Project Manager/Comm. Task Lead 1 (TRC)
Erika Blaska	Community Task Lead 2 (TRC)
Michele Miller	Community Liaison (TRC)
Wayne Brown	Community Liason (TRC)
Izzy Morales	Graphic Designer 1 (TRC)
Joaquin Muro	Graphic Designer 2 (TRC)
Valerie Martinez	Strategic Counsel (VMA)
Chelsea Dickerson	Community Task Lead 3 (VMA)
Claudia Cruz	Community Task Lead 4 (VMA)
Jeanette Flores	Community Task Lead 5 (VMA)

## Funding Agreement Communications Materials Guidelines

### **I. Purpose**

The purpose of these guidelines is to provide funding recipients with guidance on how to acknowledge the Los Angeles County Metropolitan Transportation Authority (Metro) funding in project promotional and informational materials in order to meet the Communications requirements of the Funding Agreement (FA) and Letter of Agreement (LOA) documents. These guidelines pertain to all recipients of Metro funds or programmed funds and their respective subcontractors.

### **II. Definition**

Communications Materials include, but are not limited to, construction site signage, literature, newsletters, publications, signage, websites, advertisements, marketing brochures, video, radio and public service announcements, social media (blogs, twitter messages, Facebook, etc.) press releases, press events, invitations, advisories and all other related materials.

### **III. General Overall Requirements**

All Communication Materials, with the exception of signage and vehicles which have different requirements as listed in Section VI.6, shall contain the following: (i) the phrase “Another project made possible by Metro”; and (ii) the Metro logo. Joint press releases require a Metro Logo and approved quote.

Exceptions from Requirements: If the Funding Recipient would like to produce any Communications Materials using different language from what is required, the Funding Recipient must first contact Metro Communications staff (contact information below) via email and discuss the proposed communication alternative. To ensure that Metro has received the request to review the alternative language, the Funding Recipient shall request a confirmation return email. Once the proposed alternative has been reviewed, the Funding Recipient should receive written comment from the Metro contact or their designee within 7 working days from the day of first contact via e-mail and before such materials can be produced. If the Funding Recipient does not receive a response within 7 working days, the Funding Recipient may proceed with producing the Communications Materials as proposed.

### **IV. Metro Nomenclature**

When making reference to the Los Angeles County Metropolitan Transportation Authority in project promotional or information materials, Funding Recipient is to use Metro

- The legal name of the agency is the “Los Angeles County Metropolitan Transportation Authority” but the agency prefers “Metro” as the identifier of the agency
- Documents in which the name of the agency are to appear more than once shall use the legal name of the agency followed by the popular name in parentheses with the popular name used thereafter in the document. Example: “This project was funded in part by the Los Angeles County Metropolitan Transportation Authority (Metro)
- ‘MTA’ and “LACMTA” shall not appear in any printed materials, presentations, signage, or electronic communications

## **V. Metro Logo**

The Metro logo consists of two elements: the “M” symbol and the Metro name.

The Metro logo is a unique copyrighted element. Because the integrity of any logo depends on consistent usage, the alignment and proportions of this logo may not be altered in any way.

When the Metro logo appears with other another agency logo(s), all logos must be the same size to emphasize the partnership.

## **VI. Communication Materials**

### **VI.1. Literature, marketing brochures, newsletters, invitations**

Must include prominently/in the lead, at a minimum, recognition of Metro’s contribution to the Project by including the phrase “This transportation improvement project was partially funded by Metro” or other approved language, the Metro logo, and a link or reference to the Metro website. Metro must be provided an opportunity to review and comment on all such materials prior to completion.

### **VI.2. Press releases**

Any Joint Agency press release must include, at a minimum, recognition of Metro’s contribution to the Project by including the phrase “This transportation improvement project was partially funded by Metro.” Metro logo is not required. Draft press releases and press event advisories must be approved by Metro DEO for Public Relations at least two days before distribution to media. In addition to noting partial funding is provided by Metro, the actual funding amount should be noted in the press release. Prior to distribution, Metro reserves the right to add agency quote and a brief paragraph about Metro’s Funding Program.

### **VI.3. Press events**

The Funding Recipient shall notify their Metro project manager who will coordinate with the Deputy Executive Officer of Metro Public Relations or their designee of all planned press events related to the Project. Funding Recipient must contact their Metro project manager at a minimum 30 days before the press event to allow Metro to participate in such events, at Metro’s sole discretion.

### **VI.4 Project websites**

Must include prominently/in the lead, at a minimum, recognition of Metro’s contribution to the Project by including the phrase “This website contributes to transportation improvement and was partially funded by Metro” or other approved language, the Metro logo, and a link to the Metro website.

If a website is a primary component of a Project then Metro requests that Metro be provided an opportunity to review the site’s content and be provided an opportunity to provide written comment before being finalized and activated. If the Funding Recipient does not receive a response within 7 working days, the Funding Recipient may proceed with the website as proposed.

#### VI.5. Advertisements/PSA's/Video/Radio

Must include prominently/in the lead, at a minimum, recognition of Metro's contribution to the Project by including the phrase "This transportation improvement project was partially funded by Metro" or other approved language, and the Metro logo with hyperlink to appropriate page on metro.net. Metro must be provided an opportunity to review and comment on all such materials prior to completion.

#### VI.6. Construction Site Signage

Signage for project structures, facilities, and construction sites must prominently display the following phrase:

- "Another project made possible by Metro [Metro logo]"

**If needed, Metro will supply stand-alone signs with the above for posting by the funding recipient.**

If the Funding Recipient wishes to propose alternative signage language, the Funding Recipient must follow the procedure outlined under Section III, "Exceptions from Requirements."

### **VII. Metro Communications Contacts**

For questions regarding Communications Materials, please contact your Metro Project Manager, or one of the following staff by subject area:

General Communications Material's questions and electronic copies of Metro logo/guidelines:

Warren Morse  
213.922.5661 or [morsew@metro.net](mailto:morsew@metro.net)

Omark Holmes  
213-922-5246 or [holmeso@metro.net](mailto:holmeso@metro.net)

Press Releases, Press Events and other related materials:

Marc Littman  
213.922.4609 or [littmanm@metro.net](mailto:littmanm@metro.net)

Dave Sotero  
213.922.3007 or [soterod@metro.net](mailto:soterod@metro.net)



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 & Alternates

From: Eric Shen, Director of Capital Projects  
Marisa Creter, Executive Director

Date: April 26, 2021

SUBJECT: **Item 11 – QUARTERLY PROJECT PROGRESS REPORTS**

### **RECOMMENDATION**

Receive and file.

### **BACKGROUND**

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 for the period between January 1, 2021 and March 31, 2021:

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

Prepared by:   
Eric C. Shen, PE, PTP, Director of Capital Projects

Approved by:   
Marisa Creter, Executive Director

### **ATTACHMENTS**

Attachment A: Durfee Avenue Grade Separation Project  
Attachment B: Fairway Drive Grade Separation Project  
Attachment C: Fullerton Road Grade Separation Project  
Attachment D: Montebello Blvd Grade Separation, At-Grade Safety Improvements, Maple Ave Ped Bridge  
Attachment E: SR57/60 Phase I: Diamond Bar Golf Course Mitigation Improvement Project  
Attachment F: At-Grade Safety Improvements – Pomona  
Attachment G: Turnbull Canyon Road Grade Separation Project





# AT-GRADE CROSSING SAFETY IMPROVEMENTS - MONTEBELLO

VARIOUS LOCATION IN CITY OF MONTEBELLO

PROJECT MANAGER: ANDRES RAMIREZ

PROJECT DELIVERY TEAM				Vail Avenue Crossing																			
<b>DESIGN CONSULTANT:</b> Moffat & Nichol <b>CONSTRUCTION MGR:</b> Ghiridelli <b>CONTRACTOR:</b> TBD																							
<b>WORK COMPLETED PAST QUARTER</b>																							
<ul style="list-style-type: none"> <li>65% design returned by UPRR.</li> </ul>																							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS <span style="float: right;">(\$)</span>																			
				in Millions)																			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT																
<b>Environmental</b>				DESIGN	49%	\$0.9	\$0.5																
CEQA	Dec-19A	Dec-19A	-	RIGHT-OF-WAY	0%	\$0.0	\$0.0																
NEPA	-	-	-	CONSTRUCTION	0%	\$2.6	\$0.0																
<b>Design</b>				<b>TOTAL</b>	<b>14%</b>	<b>\$3.5</b>	<b>\$0.5</b>																
Complete Prel Design	-	-	-	Note:																			
Final Design	Jun-21	Sep-21	13																				
Invitation to Bid	Aug-21	Nov-21	13																				
Bid Award	Nov-21	Jan-22	9	<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compens-ation Out-standing</th> </tr> </thead> <tbody> <tr> <td>Permanent Parcels</td> <td>-</td> <td>-</td> <td>0</td> </tr> <tr> <td>Temporary Parcels</td> <td>-</td> <td>-</td> <td>0</td> </tr> <tr> <td><b>Total Parcels</b></td> <td><b>0</b></td> <td><b>0</b></td> <td><b>0</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing	Permanent Parcels	-	-	0	Temporary Parcels	-	-	0	<b>Total Parcels</b>	<b>0</b>	<b>0</b>	<b>0</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing																				
Permanent Parcels	-	-	0																				
Temporary Parcels	-	-	0																				
<b>Total Parcels</b>	<b>0</b>	<b>0</b>	<b>0</b>																				
<b>Right-of-Way</b>																							
All Parcels Available	-	May-21	-																				
<b>Construction</b>				Note: No Acquisitions required at this time																			
Notice To Proceed	Feb-22	Apr-22	10																				
Construction Complete	Jul-25	Sep-25	9																				
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				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD																			
<ul style="list-style-type: none"> <li>Receive approval from UPRR.</li> </ul>				<ul style="list-style-type: none"> <li>Submit 90% design to UPRR.</li> </ul>																			



# At-Grade Crossing Safety Improvements - Pomona

VARIOUS LOCATION IN CITY OF POMONA

PROJECT MANAGER: CHARLES TSANG

PROJECT DELIVERY TEAM				Pedestrian Crossing at Main Street			
<b>DESIGN CONSULTANT:</b> RailPros <b>CONSTRUCTION MGR:</b> Ghiradelli <b>CONTRACTOR:</b> TBD							
WORK COMPLETED PAST QUARTER							
<ul style="list-style-type: none"> <li>Completed 95% design</li> <li>Received the draft funding agreement from CPUC</li> <li>Met with City to coordinate upcoming projects that may impact our project</li> <li>Continued to work with UPRR staff to finalize the COM Agreement</li> </ul>							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS <span style="float: right;">(\$)</span>			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT
<b>Environmental</b>				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
<b>Design</b>				<b>TOTAL</b>	<b>17%</b>	<b>\$24.2</b>	<b>\$4.1</b>
Complete Prel Design	Feb-17	Feb-17	0	Note:			
Final Design	Sep-19	Apr-21	83				
Invitation to Bid	Apr-20	May-21	56	<b>ROW ACQUISITION</b>	Rights Needed	Rights Acquired	Compensation Out-standing
Bid Award	Sep-20	Jul-21	43				
<b>Right-of-Way</b>				Permanent Parcels	0	0	0
All Parcels Available	N/A	N/A	0	Temporary Parcels	0	0	0
<b>Construction</b>				<b>Total Parcels</b>	<b>0</b>	<b>0</b>	<b>0</b>
Notice To Proceed	Aug-20	Sep-21	57	Note:			
Construction Complete	Sep-21	Sep-22	52				
Note: Final Design, procurement and Construction schedule updated.							
AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
				<ul style="list-style-type: none"> <li>Receive approval of the COM agreement from UPRR</li> <li>Execute Section 130 funding agreement with City and CPUC</li> </ul>			



# DURFEE AVENUE

GRADE SEPARATION IN CITY OF PICO RIVERA

PROJECT MANAGER: Rene Coronel

## PROJECT DELIVERY TEAM

**DESIGN CONSULTANT:** AECOM (formally URS)  
**CONSTRUCTION MGR:** PreScience  
**CONTRACTOR:** Riverside Construction

## WORK COMPLETED PAST QUARTER

- Continued Stakeholder, Utility, and Other Agency Coordination
- Completed Phase 1 of Durfee Bridge
- UPRR mobilized and began placing permanent tracks for cut-over to new Durfee Bridge
- Began roadway retaining wall construction, north of bridge
- Continued mass excavation, north of bridge
- Continued Pump Station Construction
- Continued off-site improvements

## Placement of Concrete for Retaining Walls



## SCHEDULE ASSESSMENT

SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-
<b>Environmental</b>			
CEQA	Jun-14	Jun-14	0
NEPA	Jul-14	Jul-14	0
<b>Design</b>			
Complete Prel Design	Oct-12A	Oct-12A	0
Final Design	Aug-18A	Aug-18A	0
Invitation to Bid	Oct-18	Oct-18	0
Bid Award	18-Dec	18-Dec	0
<b>Right-of-Way</b>			
All Parcels Available	May-18A	May-18A	0
<b>Construction</b>			
Notice To Proceed	Jun-19A	Jun-19A	0
Construction Complete	Feb-22	Jun-22	17
Note:			

## EXPENDITURE STATUS (\$ in Millions)

ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT
DESIGN	94%	\$10.4	\$9.7
RIGHT-OF-WAY	96%	\$27.9	\$26.7
CONSTRUCTION		\$69.6	\$31.4
<b>TOTAL</b>	<b>63%</b>	<b>\$107.8</b>	<b>\$67.7</b>
Note:			
ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing
Permanent Parcels	44	41	3
Temporary Parcels	28	27	1
<b>Total Parcels</b>	<b>72</b>	<b>68</b>	<b>4</b>
Note:			

## AREAS OF CONCERN

- UPRR placement of permanent mainline tracks to new bridge needs to be completed by May 2021 for project to stay on schedule

## CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD

- UPRR cut-over of permanent mainline tracks to bridge
- Begin mass excavation for Durfee Avenue Roadway, south of bridge
- Begin Bridge Phase 2 foundations and superstructure installation
- Continue pump station work
- Begin roadway retaining wall construction, south of bridge



# FAIRWAY DRIVE

GRADE SEPARATION IN CITY OF INDUSTRY

PROJECT MANAGER: CHARLES TSANG

<b>PROJECT DELIVERY TEAM</b>				<b>UPRR crew dropping railroad ballasts along the new mainline.</b>																			
<p><b>DESIGN CONSULTANT:</b> Jacobs/CH2M Hill  <b>CONSTRUCTION MGR:</b> WSP  <b>CONTRACTOR:</b> OHL USA</p>																							
<b>WORK COMPLETED PAST QUARTER</b>																							
<ul style="list-style-type: none"> <li>▪ Substantially completed the pump station; ready for County's inspection;</li> <li>▪ Completed phases 1&amp;2 of the railroad bridge and abutment approaches</li> <li>▪ Completed all mainline track beds and hand over to UPRR;</li> <li>▪ Completed installation of fence along south UPRR ROW and RW 3;</li> <li>▪ Completed the FoA parking lot and returned back to owner;</li> <li>▪ Completed the water, gas and electrical relocation north of the bridge;</li> <li>▪ Began mainline track construction;</li> <li>▪ Completed THTC driveway approach</li> <li>▪ Completed rough grading at Business Pkwy and median construction.</li> </ul>																							
<b>SCHEDULE ASSESSMENT</b>				<b>EXPENDITURE STATUS</b> (\$ in Millions)																			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT																
<b>Environmental</b>				DESIGN																			
IS/ND	Oct-12A	Oct-12A	0	RIGHT-OF-WAY																			
NEPA	N/A	N/A	0	CONSTRUCTION																			
<b>Design</b>				<b>TOTAL</b>																			
Complete Prel Design			0	Note:																			
Final Design	Jul-14A	Jul-14A	0	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ROW ACQUISITION</th> <th style="text-align: center;">Rights Needed</th> <th style="text-align: center;">Rights Acquired</th> <th style="text-align: center;">Compensation Out-standing</th> </tr> </thead> <tbody> <tr> <td>Permanent Parcels</td> <td style="text-align: center;">43</td> <td style="text-align: center;">43</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Temporary Parcels</td> <td style="text-align: center;">27</td> <td style="text-align: center;">27</td> <td style="text-align: center;">0</td> </tr> <tr> <td><b>Total Parcels</b></td> <td style="text-align: center;"><b>70</b></td> <td style="text-align: center;"><b>70</b></td> <td style="text-align: center;"><b>0</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing	Permanent Parcels	43	43	0	Temporary Parcels	27	27	0	<b>Total Parcels</b>	<b>70</b>	<b>70</b>	<b>0</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing																				
Permanent Parcels	43	43	0																				
Temporary Parcels	27	27	0																				
<b>Total Parcels</b>	<b>70</b>	<b>70</b>	<b>0</b>																				
Invitation to Bid			0																				
Bid Award			0																				
<b>Right-of-Way</b>				<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ROW ACQUISITION</th> <th style="text-align: center;">Rights Needed</th> <th style="text-align: center;">Rights Acquired</th> <th style="text-align: center;">Compensation Out-standing</th> </tr> </thead> <tbody> <tr> <td>Permanent Parcels</td> <td style="text-align: center;">43</td> <td style="text-align: center;">43</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Temporary Parcels</td> <td style="text-align: center;">27</td> <td style="text-align: center;">27</td> <td style="text-align: center;">0</td> </tr> <tr> <td><b>Total Parcels</b></td> <td style="text-align: center;"><b>70</b></td> <td style="text-align: center;"><b>70</b></td> <td style="text-align: center;"><b>0</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing	Permanent Parcels	43	43	0	Temporary Parcels	27	27	0	<b>Total Parcels</b>	<b>70</b>	<b>70</b>	<b>0</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing																				
Permanent Parcels	43	43	0																				
Temporary Parcels	27	27	0																				
<b>Total Parcels</b>	<b>70</b>	<b>70</b>	<b>0</b>																				
All Parcels Available	Apr-14A	Apr-14A	0																				
<b>Construction</b>				Note:																			
Notice To Proceed	Dec-14A	Dec-14A	0	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ROW ACQUISITION</th> <th style="text-align: center;">Rights Needed</th> <th style="text-align: center;">Rights Acquired</th> <th style="text-align: center;">Compensation Out-standing</th> </tr> </thead> <tbody> <tr> <td>Permanent Parcels</td> <td style="text-align: center;">43</td> <td style="text-align: center;">43</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Temporary Parcels</td> <td style="text-align: center;">27</td> <td style="text-align: center;">27</td> <td style="text-align: center;">0</td> </tr> <tr> <td><b>Total Parcels</b></td> <td style="text-align: center;"><b>70</b></td> <td style="text-align: center;"><b>70</b></td> <td style="text-align: center;"><b>0</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing	Permanent Parcels	43	43	0	Temporary Parcels	27	27	0	<b>Total Parcels</b>	<b>70</b>	<b>70</b>	<b>0</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing																				
Permanent Parcels	43	43	0																				
Temporary Parcels	27	27	0																				
<b>Total Parcels</b>	<b>70</b>	<b>70</b>	<b>0</b>																				
Construction Complete	Sep-22	Mar-23	26																				
Note: Updated Construction Completion date.																							
<b>AREAS OF CONCERN</b>				<b>CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD</b>																			
<ul style="list-style-type: none"> <li>▪ Continuous delay on UPRR mainline cutover schedule causing overall project delay.</li> </ul>				<ul style="list-style-type: none"> <li>▪ Final paving of Business Pkwy/Fairway intersection</li> <li>▪ Begin north UPRR retaining wall work.</li> <li>▪ Begin final tie in work for storm drain MTD 694.</li> <li>▪ Begin Phase 3 railroad bridge work.</li> </ul>																			





# FULLERTON ROAD

GRADE SEPARATION IN CITY OF INDUSTRY

PROJECT MANAGER: ANDRES RAMIREZ

PROJECT DELIVERY TEAM				Paving on East Side of Fullerton Rd.																			
<b>DESIGN CONSULTANT:</b> Biggs Cardosa <b>CONSTRUCTION MGR:</b> Berg & Assoc <b>CONTRACTOR:</b> TBD																							
<b>WORK COMPLETED PAST QUARTER</b>																							
<ul style="list-style-type: none"> <li>- Reached a Settlement Agreement with terminated contractor.</li> <li>- Closeout of terminated contract continued.</li> <li>- Site maintenance and monitoring continued.</li> <li>- Utility service connection applications prepared and submitted.</li> <li>- Prepared and released IFB-3 for bid.</li> <li>- Conducted pre-bid job conferences, prepared and issued addenda.</li> </ul>																							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS																			
				in Millions) (\$																			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT																
<b>Environmental</b>				DESIGN	92%	\$11.7	\$10.8																
CE IS/ND	Oct-13A	Oct-13A	0	RIGHT-OF-WAY		96%	\$29.3	\$28.1															
NEPA				CONSTRUCTION	33%	\$189.1	\$63.1																
<b>Design</b>				<b>TOTAL</b>	<b>44%</b>	<b>\$230.1</b>	<b>\$102.0</b>																
Complete Prel Design			0	Note: Estimated costs increased based on value of bid received on IFB-3.																			
Final Design	'Dec-15A	'Dec-15A	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 Parcels</td> <td>35</td> <td>35</td> <td>10</td> </tr> <tr> <td>Temporary Parcels</td> <td>18</td> <td>18</td> <td>1</td> </tr> <tr> <td><b>Total Parcels</b></td> <td><b>53</b></td> <td><b>53</b></td> <td><b>11</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing	Permanent Parcels	35	35	10	Temporary Parcels	18	18	1	<b>Total Parcels</b>	<b>53</b>	<b>53</b>	<b>11</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing																				
Permanent Parcels	35	35	10																				
Temporary Parcels	18	18	1																				
<b>Total Parcels</b>	<b>53</b>	<b>53</b>	<b>11</b>																				
Invitation to Bid			0																				
Bid Award																							
<b>Right-of-Way</b>				<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 Parcels</td> <td>35</td> <td>35</td> <td>10</td> </tr> <tr> <td>Temporary Parcels</td> <td>18</td> <td>18</td> <td>1</td> </tr> <tr> <td><b>Total Parcels</b></td> <td><b>53</b></td> <td><b>53</b></td> <td><b>11</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing	Permanent Parcels	35	35	10	Temporary Parcels	18	18	1	<b>Total Parcels</b>	<b>53</b>	<b>53</b>	<b>11</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compensation Out-standing																				
Permanent Parcels	35	35	10																				
Temporary Parcels	18	18	1																				
<b>Total Parcels</b>	<b>53</b>	<b>53</b>	<b>11</b>																				
All Parcels Available	Oct-15A	Oct-15A	0																				
<b>Construction</b>				Note: Some acquisitions will need to be extended due to the terminated agreement.																			
Notice To Proceed	Jul-16A	Jul-16A	0																				
Construction Complete	Jun-24	Jul-24	4																				
Note: Completion date adjusted to reflect projected delay after IFB-3.																							
AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD																			
<ul style="list-style-type: none"> <li>- Need final track approval from UPRR.</li> <li>- Cost and time impacts as a result of the terminated agreement.</li> </ul>				<ul style="list-style-type: none"> <li>- Procure a contractor to complete the project.</li> <li>- Obtain final approval for UPRR track design.</li> </ul>																			



# MAPLE AVENUE PEDESTRIAN OVERHEAD CROSSING

PEDESTRIAN OVERHEAD CROSSING IN CITY OF MONTEBELLO

PROJECT MANAGER: ANDRES RAMIREZ

PROJECT DELIVERY TEAM				Rendering of Pedestrian Structure																			
<b>DESIGN CONSULTANT:</b> Moffat & Nichol <b>CONSTRUCTION MGR:</b> AECOM <b>CONTRACTOR:</b> TBD																							
<b>WORK COMPLETED PAST QUARTER</b>																							
<ul style="list-style-type: none"> <li>Design at 35% complete.</li> <li>Project on hold while funding is secured.</li> </ul>																							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS																			
				in Millions) (\$																			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT																
<b>Environmental</b>				DESIGN	1%	\$3.7	\$0.0																
CEQA	-	-	0	RIGHT-OF-WAY	8%	\$7.4	\$0.6																
NEPA				CONSTRUCTION	0%	\$14.3	\$0.0																
<b>Design</b>				<b>TOTAL</b>	<b>2%</b>	<b>\$25.5</b>	<b>\$0.6</b>																
Complete Prel Design	-	-	-	Note:																			
Final Design	Dec-22	Dec-22	0																				
Invitation to Bid	Jan-23	Jan-23	0	<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compens-ation Out-standing</th> </tr> </thead> <tbody> <tr> <td>Permanent Parcels</td> <td>2</td> <td>1</td> <td>2</td> </tr> <tr> <td>Temporary Parcels</td> <td>1</td> <td>0</td> <td>1</td> </tr> <tr> <td><b>Total Parcels</b></td> <td><b>3</b></td> <td><b>1</b></td> <td><b>3</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing	Permanent Parcels	2	1	2	Temporary Parcels	1	0	1	<b>Total Parcels</b>	<b>3</b>	<b>1</b>	<b>3</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing																				
Permanent Parcels	2	1	2																				
Temporary Parcels	1	0	1																				
<b>Total Parcels</b>	<b>3</b>	<b>1</b>	<b>3</b>																				
Bid Award	Apr-23	Apr-23	0																				
<b>Right-of-Way</b>				Note:																			
All Parcels Available	Dec-21	Dec-21	0																				
<b>Construction</b>				Note:																			
Notice To Proceed	Jul-23	Jul-23	0																				
Construction Complete	Jun-25	Jun-25	0	<table border="1"> <thead> <tr> <th>AREAS OF CONCERN</th> <th>CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD</th> </tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> <li>Funding availability.</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>Complete Negotiation of the Final Design Phase Scope and Fee</li> <li>Begin the 65% Design Phase</li> <li>Complete the Right-of-Way Acquisition Phase</li> <li>Continue Coordination with Stakeholders and Impacted Property Owners</li> </ul> </td> </tr> </tbody> </table>				AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD	<ul style="list-style-type: none"> <li>Funding availability.</li> </ul>	<ul style="list-style-type: none"> <li>Complete Negotiation of the Final Design Phase Scope and Fee</li> <li>Begin the 65% Design Phase</li> <li>Complete the Right-of-Way Acquisition Phase</li> <li>Continue Coordination with Stakeholders and Impacted Property Owners</li> </ul>												
AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD																						
<ul style="list-style-type: none"> <li>Funding availability.</li> </ul>	<ul style="list-style-type: none"> <li>Complete Negotiation of the Final Design Phase Scope and Fee</li> <li>Begin the 65% Design Phase</li> <li>Complete the Right-of-Way Acquisition Phase</li> <li>Continue Coordination with Stakeholders and Impacted Property Owners</li> </ul>																						
Note: Project on hold while funding is secured.																							
AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD																			
<ul style="list-style-type: none"> <li>Funding availability.</li> </ul>				<ul style="list-style-type: none"> <li>Complete Negotiation of the Final Design Phase Scope and Fee</li> <li>Begin the 65% Design Phase</li> <li>Complete the Right-of-Way Acquisition Phase</li> <li>Continue Coordination with Stakeholders and Impacted Property Owners</li> </ul>																			





# MONTEBELLO BOULEVARD

GRADE SEPARATION IN CITY OF MONTEBELLO  
PROJECT MANAGER: ANDRES RAMIREZ

PROJECT DELIVERY TEAM				Montebello Boulevard Crossing				
<b>DESIGN CONSULTANT:</b> Moffat & Nichol <b>CONSTRUCTION MGR:</b> AECOM <b>CONTRACTOR:</b> TBD								
<b>WORK COMPLETED PAST QUARTER</b>								
<ul style="list-style-type: none"> <li>Civil/Roadway design at 100%.</li> <li>25% UPRR track submittal issued to UPRR for review.</li> <li>30% UPRR structures submittal received approval.</li> <li>60% UPRR structures submittal submitted.</li> <li>Continued Coordination with Stakeholders and Impacted Property Owners.</li> <li>Submitted Section 190 funding allocation request.</li> </ul>								
SCHEDULE ASSESSMENT				EXPENDITURE STATUS <span style="float: right;">(\$)</span>				
				in Millions)				
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	
<b>Environmental</b>				DESIGN	61%	\$19.9	\$14.6	
CEQA	Nov-17A	Nov-17A	0	RIGHT-OF-WAY	44%	\$33.9	\$17.3	
NEPA	-	-	-	CONSTRUCTION	0%	\$134.6	\$0.0	
<b>Design</b>				<b>TOTAL</b>	<b>17%</b>	<b>\$188.3</b>	<b>\$32.0</b>	
Complete Prel Design	Sep-19A	Sep-19A	-	Note: Values adjusted to reflect current market conditions.				
Final Design	Jun-21	Sep-21	13					
Invitation to Bid	Aug-21	Nov-21	9	<b>ROW ACQUISITION</b>	Rights Needed	Rights Acquired	Compens-ation Out-standing	
Bid Award	Nov-21	Jan-22	9		Permanent Parcels	26	26	8
<b>Right-of-Way</b>					Temporary Parcels	24	24	3
All Parcels Available	May-21	May-21	0	<b>Total Parcels</b>	<b>50</b>	<b>50</b>	<b>11</b>	
<b>Construction</b>				Note:				
Notice To Proceed	Feb-22	Apr-22	10					
Construction Complete	Jul-25	Sep-25	9					
Note: Timeline adjusted due to delay in UPRR review of 25% track submittal.								
AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD				
<ul style="list-style-type: none"> <li>UPRR approval of design.</li> <li>Project estimate increases</li> <li>CTC granted an extension for SB1 funding to 2021.</li> </ul>				<ul style="list-style-type: none"> <li>Continue Coordination with Stakeholders and Impacted Property Owners</li> <li>Continue UPRR design.</li> <li>Coordinate with utilities for relocations.</li> </ul>				

As of March 2021



# SR57/SR60 CHOKEPOINT RELIEF PROJECT PHASE 1 - DIAMOND BAR GOLF COURSE

PROJECT IN CITY OF DIAMOND BAR  
PROJECT MANAGER: Rene Coronel

PROJECT DELIVERY TEAM				Existing Golf Course Hole																			
<p><b>DESIGN CONSULTANT: WKE</b> <b>CONSTRUCTION MGR: TBD</b> <b>CONTRACTOR: TBD</b></p>																							
<b>WORK COMPLETED PAST QUARTER</b>																							
<ul style="list-style-type: none"> <li>Completed 100% Design and Specifications</li> <li>Completed Constructability Review</li> <li>Continued Coordination with Utility Companies</li> <li>Continued Coordination with LA County Parks and Recreation</li> <li>Continue packaging IFB</li> </ul>																							
SCHEDULE ASSESSMENT				EXPENDITURE STATUS (\$ in Millions)																			
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT																
<b>Environmental</b>				DESIGN	12%	\$2.5	\$0.3																
CEQA	Jun-20	Jun-20	0	RIGHT-OF-WAY	1%	\$5.0	\$0.0																
NEPA				CONSTRUCTION	0.5%	\$35.0	\$0.2																
<b>Design</b>				<b>TOTAL</b>	<b>1%</b>	<b>\$42.5</b>	<b>\$0.5</b>																
Complete Prel Design	Jun-19	Jun-19	0	Note:																			
Final Design	Jun-20	Dec-21	78	<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compens-ation Out-standing</th> </tr> </thead> <tbody> <tr> <td>Permanent Parcels</td> <td>8</td> <td>0</td> <td>8</td> </tr> <tr> <td>Temporary Parcels</td> <td>2</td> <td>0</td> <td>2</td> </tr> <tr> <td><b>Total Parcels</b></td> <td><b>10</b></td> <td><b>0</b></td> <td><b>10</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing	Permanent Parcels	8	0	8	Temporary Parcels	2	0	2	<b>Total Parcels</b>	<b>10</b>	<b>0</b>	<b>10</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing																				
Permanent Parcels	8	0	8																				
Temporary Parcels	2	0	2																				
<b>Total Parcels</b>	<b>10</b>	<b>0</b>	<b>10</b>																				
Invitation to Bid	Jan-21	Apr-21	12																				
Bid Award																							
<b>Right-of-Way</b>				Note:																			
All Parcels Available	Dec-20	Jul-21	30																				
<b>Construction</b>																							
Notice To Proceed	Jan-21	Jul-21	26																				
Construction Complete	May-21	Dec-21	31																				
Note:																							
AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD																			
<ul style="list-style-type: none"> <li>On-going City of Industry Project can impact completion of Project</li> <li>On-going discussions with LAC Parks and Rec for Replacement Land</li> </ul>				<ul style="list-style-type: none"> <li>Award Construction Contract</li> </ul>																			

As of March 2021



# TURNBULL CANYON ROAD

GRADE SEPARATION IN CITY OF INDUSTRY

PROJECT MANAGER: Rene Coronel

PROJECT DELIVERY TEAM				Turnbull Overpass Rendering																			
<p><b>DESIGN CONSULTANT:</b> HNTB  <b>CONSTRUCTION MGR:</b> ANSER ADVISORY  <b>CONTRACTOR:</b> TBD</p>																							
<p><b>WORK COMPLETED PAST QUARTER</b></p> <ul style="list-style-type: none"> <li>Completed 100% Design and Specifications</li> <li>NEPA application to Caltrans approved</li> <li>Continued Right of Way Meetings with Property owners.</li> <li>Continued Coordination with Utility Companies</li> <li>Completed Constructability Review</li> </ul>																							
SCHEDULE ASSESSMENT								EXPENDITURE STATUS (\$ in Millions)															
SCHEDULE ACTIVITIES	PLANNED	ACTUAL/ AMENDED	VARIANCE WEEKS +/-	ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT																
<b>Environmental</b>				DESIGN	95%	\$5.5	\$5.2																
CEQA	Mar-19	Mar-19	0	RIGHT-OF-WAY	56%	\$5.0	\$2.8																
NEPA				CONSTRUCTION	0.3%	\$55.1	\$0.2																
<b>Design</b>				<b>TOTAL</b>	<b>12%</b>	<b>\$65.6</b>	<b>\$8.2</b>																
Complete Prel Design	Feb-17	Feb-17	0	Note:																			
Final Design	May-18	Jun-18	4	<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compens-ation Out-standing</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><b>Total Parcels</b></td> <td><b>37</b></td> <td><b>5</b></td> <td><b>32</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing	Permanent Parcels	15	1	14	Temporary Parcels	22	4	18	<b>Total Parcels</b>	<b>37</b>	<b>5</b>	<b>32</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing																				
Permanent Parcels	15	1	14																				
Temporary Parcels	22	4	18																				
<b>Total Parcels</b>	<b>37</b>	<b>5</b>	<b>32</b>																				
Invitation to Bid	Jan-20	Jan-20	0	Note:																			
Bid Award				<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compens-ation Out-standing</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><b>Total Parcels</b></td> <td><b>37</b></td> <td><b>5</b></td> <td><b>32</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing	Permanent Parcels	15	1	14	Temporary Parcels	22	4	18	<b>Total Parcels</b>	<b>37</b>	<b>5</b>	<b>32</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing																				
Permanent Parcels	15	1	14																				
Temporary Parcels	22	4	18																				
<b>Total Parcels</b>	<b>37</b>	<b>5</b>	<b>32</b>																				
<b>Right-of-Way</b>				<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compens-ation Out-standing</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><b>Total Parcels</b></td> <td><b>37</b></td> <td><b>5</b></td> <td><b>32</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing	Permanent Parcels	15	1	14	Temporary Parcels	22	4	18	<b>Total Parcels</b>	<b>37</b>	<b>5</b>	<b>32</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing																				
Permanent Parcels	15	1	14																				
Temporary Parcels	22	4	18																				
<b>Total Parcels</b>	<b>37</b>	<b>5</b>	<b>32</b>																				
All Parcels Available	Mar-20	Aug-20	22	Note:																			
<b>Construction</b>				<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compens-ation Out-standing</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><b>Total Parcels</b></td> <td><b>37</b></td> <td><b>5</b></td> <td><b>32</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing	Permanent Parcels	15	1	14	Temporary Parcels	22	4	18	<b>Total Parcels</b>	<b>37</b>	<b>5</b>	<b>32</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing																				
Permanent Parcels	15	1	14																				
Temporary Parcels	22	4	18																				
<b>Total Parcels</b>	<b>37</b>	<b>5</b>	<b>32</b>																				
Notice To Proceed	Aug-20	Aug-22	104	Note:																			
Construction Complete	Jun-23	Jun-25	104	<table border="1"> <thead> <tr> <th>ROW ACQUISITION</th> <th>Rights Needed</th> <th>Rights Acquired</th> <th>Compens-ation Out-standing</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><b>Total Parcels</b></td> <td><b>37</b></td> <td><b>5</b></td> <td><b>32</b></td> </tr> </tbody> </table>				ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing	Permanent Parcels	15	1	14	Temporary Parcels	22	4	18	<b>Total Parcels</b>	<b>37</b>	<b>5</b>	<b>32</b>
ROW ACQUISITION	Rights Needed	Rights Acquired	Compens-ation Out-standing																				
Permanent Parcels	15	1	14																				
Temporary Parcels	22	4	18																				
<b>Total Parcels</b>	<b>37</b>	<b>5</b>	<b>32</b>																				
Note:				Note:																			
AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD																			
<ul style="list-style-type: none"> <li>Court action on r/w delayed by Corona 19 virus</li> </ul>				<ul style="list-style-type: none"> <li>Ongoing meetings with property owners impacted by the project.</li> <li>On-going Utility Coordination with SCE and Frontier</li> <li>Complete PS&amp;E Package</li> </ul>																			

As of March 2021



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



emo to: Capital Projects and Construction Committee Members & Alternates

From: Eric Shen, Director of Capital Projects  
Marisa Creter, Executive Director

Date: April 26, 2021

SUBJECT: **Item 12 – QUATERLY ENVIRONMENTAL MITIGATION  
MONITORING REPORTS**

### **RECOMMENDATION**

Receive and file.

### **BACKGROUND**

The attached environmental mitigation monitoring and public contact reports are prepared 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 between January 1, 2021 and March 31, 2021.

Prepared by:   
Eric C. Shen, PE, PTP, Director of Capital Projects

Approved by:   
Marisa Creter, Executive Director

### **ATTACHMENTS**

Attachment A – Durfee Avenue reports  
Attachment B – Fairway Drive reports  
Attachment C – Fullerton Road reports



**Construction Mitigation Measure Matrix**  
**San Gabriel Valley Council of Governments – ACE Project**  
**Quarterly Report (January 1, 2021 – March 31, 2021)**  
**Durfee Avenue Grade Separation Project**

**Mitigation Measure**

**Mitigation Complete**

SITE INSPECTION: 3/23/21 WITH SOLOMON CHOI AND ALLISON MORROW

**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"/>	SCAQMD received dust and dirt track out complaint and issued warning to contractor. Contractor has addressed these issues.
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 December 15, 2020. A refresher briefing may be scheduled soon at an appropriate date/time.
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"/>	
13.	Noise monitoring conducted to demonstrate compliance with noise limits	<input checked="" type="checkbox"/>	Noise monitoring will be conducted on an as needed basis.
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 April 2021. Then return to bi-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"/>	There is no dewatering.

### **Biological Resources**

		YES	NO
--	--	-----	----



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

### **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"/>	Durfee Ave closed at railroad.
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
1/5/21	Property owner	Concern regarding contractor's completed work on property.	Project team met with property owner, coordinated details and resolved outstanding issues.
1/6/21	Resident	Inquiry regarding traffic and safety concerns related to new access road for apartment building.	Concerns noted and information provided to clarify timeframe for use of new access road.
1/12/21	Property owner	Concern regarding loss of street parking for business at completion of project.	Contractor directed to move fire hydrant to accommodate use of street parking in front business.

Construction Mitigation Measure Matrix  
 (January 1, 2021 – March 31, 2021)  
 DURFEE AVENUE GRADE SEPARATION PROJECT  
 Page 4 of 4

2/3/21	Resident	Complaint regarding vibration due to proximity of trains and concern for potential damage to property.	Staff documented property and provided information on the duration for the operation of the temporary railroad tracks.
2/12/21	Resident	Concern regarding vibration due to proximity of trains and concern for potential damage to property.	Staff documented property and provided information on the duration for the operation of the temporary railroad tracks.
2/24/21	Resident	Report neighbors dumping mattresses from apartment building.	Referred issue to city staff.
3/24/21	Property Owner	Request signage for new temporary access point due to construction activities.	Additional signage installed.
3/24/21	Resident	Request construction of new driveway to property.	Referred issue to city staff.
3/25/21	Resident	Report dumping of mattresses.	Referred issue to city staff.



**Construction Mitigation Measure Matrix**  
**San Gabriel Valley Council of Governments – ACE Project**  
**Quarterly Report (January 1, 2021 – March 31, 2021)**  
**Fairway Drive Grade Separation Project**

Site Inspection Conducted 3/23/21 with Renan Cruz and Allison Morrow

Mitigation Measure		Mitigation Complete	
		YES	NO
<b>Air quality</b>			
1.	Use low sulfur fuel in construction equipment	<input checked="" type="checkbox"/>	
2.	Minimize Dust by Watering (Rule 403)	<input checked="" type="checkbox"/>	
3.	Cover Haul Trucks and Operate less than 15 MPH	<input checked="" type="checkbox"/>	
4.	Suspend construction operations in unpaved areas when winds are more than 25 MPH	<input checked="" type="checkbox"/>	
5.	Ballast wetted as it is unloaded from haul trucks	<input checked="" type="checkbox"/>	
6.	Asphalt paving materials comply with SCAQMD Rule 453 regarding compliant paving material	<input checked="" type="checkbox"/>	

Mitigation Measure		Mitigation Complete	
		YES	NO
<b>Archaeo &amp; Paleo Monitoring</b>			
7.	Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/>	Worker education briefing was conducted on August 6, 2018. LSA will schedule a worker education briefing soon at an appropriate date/time 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

Mitigation Measure		Mitigation Complete	
		YES	NO
<b>Noise &amp; Vibration</b>			
10.	Conduct construction in a manner that minimizes noise and maintains noise levels below City limits at noise sensitive land uses	<input checked="" type="checkbox"/>	
11.	Use effective noise mufflers on equipment	<input checked="" type="checkbox"/>	

12.	Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>	There is currently no nighttime, weekend or Holiday work.	
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"/>	There is no dewatering at this time.

### **Biological Resources**

		YES	NO
--	--	-----	----

24.	Bird surveys conducted prior to pruning and/or tree removal	<input checked="" type="checkbox"/>	No more trees are scheduled for removal.	
-----	---	-------------------------------------	--	--

### **General Construction Conditions**

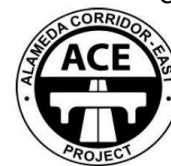
		YES	NO
25.	On-site construction manager available at all times	<input checked="" type="checkbox"/>	
26.	Minimize interruption to utility services	<input checked="" type="checkbox"/>	
27.	Mobile and stationary equipment maintained in proper working order	<input checked="" type="checkbox"/>	
28.	Non-potable 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 the City of Industry	<input checked="" type="checkbox"/>	
36.	Coordinate with City of Industry, LA County and Caltrans to provide advance notice of proposed traffic detours and their duration to the public	<input checked="" type="checkbox"/>	
37.	Coordination with Caltrans (including frwy signage) and City of Industry to ensure acceptable traffic operations are maintained on SR-60 segment from WB off-ramp to intersection of Fairway Drive and Gale Avenue/Walnut Drive	<input checked="" type="checkbox"/>	

### **Public Contacts Quarterly Report**

DATE	CONTACT	QUERY	RESOLUTION
1/25/21	Resident	Inquiry regarding status of project.	Information provided.



**Construction Mitigation Measure Matrix**  
**San Gabriel Valley Council of Governments – ACE Project**  
**Quarterly Report (January 1, 2021 – March 31, 2021)**  
**Fullerton Road Grade Separation Project**

Phone call: 3/24/21 with Dominic Costello and Allison Morrow  
 Construction work temporarily stopped April 2020. Anticipated restart July 2021.

Mitigation Measure	Mitigation Complete	
	YES	NO
<b><u>Air quality</u></b>		
1. Use low sulfur fuel in construction equipment	<input checked="" type="checkbox"/>	
2. Minimize Dust by Watering (Rule 403)	<input checked="" type="checkbox"/>	
3. Cover Haul Trucks and Operate less than 15 MPH	<input checked="" type="checkbox"/>	
4. Suspend construction operations in unpaved areas when winds are more than 25 MPH	<input checked="" type="checkbox"/>	
5. Ballast wetted as it is unloaded from haul trucks	<input checked="" type="checkbox"/>	
6. Asphalt paving materials comply with SCAQMD Rule 453 regarding compliant paving material	<input checked="" type="checkbox"/>	

Mitigation Measure	Mitigation Complete	
	YES	NO
<b><u>Archaeo &amp; Paleo Monitoring</u></b>		
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

Mitigation Measure	Mitigation Complete	
	YES	NO
<b><u>Noise &amp; Vibration</u></b>		
10. Conduct construction in a manner that minimizes noise and maintains noise levels below City limits at noise sensitive land uses	<input checked="" type="checkbox"/>	
11. Use effective noise mufflers on equipment	<input checked="" type="checkbox"/>	
12. Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>	

13.	Noise monitoring conducted to demonstrate compliance with noise 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.

### **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
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		<input checked="" type="checkbox"/> 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
1/26/21	Resident	Request update on project status. Request temporary widening of roadway, signal timing adjustments and higher quality delineators to improve traffic flow.	Project information provided and requests noted. Referred to city staff and Sheriff's Dept.
2/5/21	Business Owner	Request information on schedule for project completion.	Information provided.