



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

**Monday June 28, 2021– 12:00PM**

**Teleconference Meeting:**

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

**Livestream is available at: <https://youtu.be/ZEBvbdR2MtQ>**

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 (yrivera@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 June 28, 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://youtu.be/ZEBvbdR2MtQ>. 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 Yanin Rivera at (626) 214-1308.

---

## 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 3 – 6](#))
7. Construction Project Progress Report

## ACTION ITEMS

8. Election of Officers ([page 7](#))
9. Approval of Capital Projects and Construction Committee Meeting Minutes of May 24, 2021 ([pages 8 – 11](#))
10. Approval of Two Agreements with Los Angeles County Parks and Receptions for the planned improvements to the Diamond Bar Golf Course as part of the State Route 57/60 Chokepoint Relief Program ([pages 12 – 77](#))
11. Approval of Award of Construction Contract to Griffith Company for the State Route 57/60 Chokepoint Relief Program Phase 1 Diamond Bar Golf Course Project ([pages 78 – 79](#))
12. Approval of Construction Management Services Contract and Issue Task Order No. 1 to WSP USA for Pre-Construction Management Services for the State Route 57/60 Chokepoint Relief Program Phase 2 Interchange Improvements Project ([pages 80 – 85](#))
13. **ADJOURN**



# REPORT

---

DATE: June 28, 2021

TO: Capital Projects and Construction Committee Members & Alternates

FROM: Eric C. Shen, Director of Capital Projects

RE: **DIRECTOR OF CAPITAL PROJECTS' MONTHLY REPORT**

## **RECOMMENDED ACTION**

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**

The contracts for Kimley-Horn and Hill International have been fully executed. The kick-off meeting for the Study is scheduled for early July. Staff will provide periodic updates to the Committee as the study reaches milestones.

#### **Regional Vehicle-Miles-Travelled (VMT) Mitigation Fee Structure Program**

The Request for Proposals (RFP), titled "Feasibility Study for Establishing the Regional VMT Mitigation Fee Program" was released on June 1 and the proposals are due on June 22. Twenty-five (25) cities have agreed to participate in the study and financially contribute to the cost (at \$10,000 per city). The Executive Director will issue a contract (less than \$250,000) to the selected consultant by July/August. The estimated performance period is 12 months.

### **II. PROJECTS**

#### **Fullerton Road Grade Separation Construction Contract Update**

At the end of May, staff suspended the negotiation with the Berg/Griffith Joint Venture for the Fullerton Road Grade Separation Project. It is an unfortunate outcome that further delays the project progress. However, staff immediately pivoted to exploring the next best contracting options. On June 4, an Invitation for Proposals was sent to four general contractors who have successfully built and/or are building ACE projects. These four companies are Riverside Construction, OHL Inc., Skanska, and Griffith Company. Cost proposals are due on July 8. Staff will negotiate with the lowest proposer and recommend to the Committee for contract award consideration on July 28, 2021.

Recognizing the cost implication and on-going traffic impact on the City of Industry, we will work with the selected contractor to improve the intersection of Gale and Fullerton as soon as a contract is approved. Concurrently, we will re-solicit the Construction Management Services for the project. We plan to recommend a contract award for Construction Management Services in August or September 2021.

### **III. FUNDING**

The Governing Board on June 17 considered a resolution authorizing SGVCOG to jointly submit with LA Metro applications seeking Transit and Intercity Rail Capital Program funds for the Montebello Corridor Project, the Turnbull Canyon Road Grade Separation Project and the Pomona At-Grade Crossings Safety Improvements Project. Staff met with LA Metro and CalSTA staff to coordinate following the Administration's May budget revise which included \$500 million in general fund revenues for grade separations and crossing improvements.

### **IV. 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.

In accordance with the Agency's Purchasing and Procurement Policies and Procedures (PROCEDURES), 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'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:** **Paragon Partners Ltd.**  
**Contract Category:** **Right-of-Way Acquisition Services**  
**Contract Number:** **08-04 Task Order 44, Rev. 2**

- Total Board approved amount to-date: \$191,592
- Maximum contingency based on Board-approved budget: \$19,159
- Most recent activities: 08-04 Task Order 44, Rev. 1

- Justifications: Reallocation and increase request for the Annual Task Order to complete FY 20-21 tasks
- Fiscal impact: An additional change order amount of \$10,000
- Total Staff-authorized amount to-date: \$10,000
- Total Board-approved plus Staff-authorized amount: \$201,592
- Cumulative use of available contingency fund (%) = 52%

**Consultant/Vendor:** HDR Engineering, Inc.

**Contract Category:** Property Acquisition and Relocation Assistance Services

**Contract Number:** 13-01A, Task Order 4, Rev. 11 for Turnbull Canyon Road Grade Separation Project

- Total Board approved amount to-date: \$357,502
- Maximum contingency based on Board-approved budget (10%): \$35,750
- Most recent activities: Task Order 4, Revision 10
- Justifications: Reallocation request for the Annual Task Order to complete FY 20-21 tasks
- Fiscal impact: No impact
- Total Staff-authorized amount to-date: \$0
- Total Board-approved plus Staff-authorized amount: \$357,502
- Cumulative use of available contingency fund (%) = 0%

**Consultant/Vendor:** HDR Engineering

**Contract Category:** Property Acquisition and Relocation Assistance Services

**Contract Number:** 13-01A, Task Order 3, Rev. 12 the Montebello Blvd. Grade Separation Project

- Total Board approved amount to-date: \$473,454
- Maximum contingency based on Board-approved budget (10%): \$47,345
- Most recent activities: Task Order 3, Rev. 11
- Justifications: Reallocation request for the Annual Task Order to complete FY 20-21 tasks
- Fiscal impact: No impact
- Total Staff-authorized amount to-date: \$0
- Total Board-approved plus Staff-authorized amount: \$473,454
- Cumulative use of available contingency fund (%) = 0%

**Consultant/Vendor:** RailPros

**Contract Category:** Preliminary Design and Final Engineering Services


**Contract Number:** 14-07 Task Order 3, Rev. 5

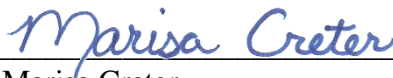
- Total Board approved amount to-date: \$1,629,540
- Maximum contingency based on Board-approved budget (10%): \$149,964
- Most recent activities: Task Order 3, Rev. 4
- Justifications: Decrease of NTE due to SGVCOG audit corrections
- Fiscal impact: Decrease NTE from \$1,667,074 to \$1,487,745
- Total Staff-authorized amount to-date: \$37,534
- Total Board-approved plus Staff-authorized amount: \$1,449,941
- Cumulative use of available contingency fund (%) = 25%

**V. COMMUNITY OUTREACH UPDATE**

The following project outreach activities were conducted:

- Distributed a construction alert notice regarding the shifting of rail traffic to the permanent mainline tracks for the Durfee Avenue project
- Distributed more than 1,600 school safety kits with railroad and construction safety messages for students at Walnut Elementary School, Vejar Elementary School and Cyrus J. Morris Elementary School in Walnut and Blandford Elementary School in Rowland Heights
- Coordinated a Chinese-language digital marketing promotion campaign in support of local businesses for the Fullerton Road project
- Coordinated bus shuttle transportation for students attending North Park Academy of the Arts and South Ranchito Dual Language Academy during the ongoing closure of Durfee Avenue for construction of the new roadway underpass for the Durfee Avenue project
- Participated in SGVCOG Active Transportation Twitterchat
- 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

# REPORT

---

DATE: June 28, 2021

TO: Capital Projects and Construction Committee Members & Alternates

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

RE: **ELECTION OF OFFICERS**

## **RECOMMENDED ACTION**

The Capital Projects Committee shall hold an election for the positions of Chair and Vice Chair with the new seats to take place at the July Capital Projects and Construction Committee meeting.

## **BACKGROUND**

In accordance with the Bylaws of the San Gabriel Valley Council of Governments (SGVCOG), there shall be a Capital Projects and Construction Committee, whose members will be appointed by the Governing Board. One Governing Board Member shall be appointed from the Members of each of the five districts in the Council. The cities in each district shall nominate their respective district representative for the Committee and an Alternate and the Governing Board shall ratify the appointments. The President of the Council shall be a Member of this Committee. A Los Angeles County Supervisor who represents a part of the San Gabriel Valley shall also serve as a Committee Member. Members may be re-appointed for up to three terms.


The following members have requested consideration for the following seats:

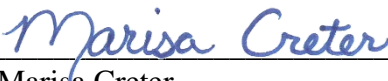
### Chair

Nancy Lyons, Diamond Bar

### Vice Chair

Cory Moss, Industry

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

Approved by:   
Marisa Creter  
Executive Director

*cpc 20210628 election of officers vf*



## SGVCOG Capital Projects & Construction Committee Unapproved Minutes May 24, 2021

**Call to Order:** Vice Chair N. Lyons called the meeting of the San Gabriel Valley Capital Projects and Construction Committee to order remotely via Zoom and livestreamed via YouTube on May 24, 2021 at noon.

1. **Pledge of Allegiance** – Becky Shevlin led the pledge of allegiance.

2. **Roll Call**

Present:

Nancy Lyons, Vice Chair, Diamond Bar  
Becky Shevlin, Monrovia  
Cory Moss, Industry  
Diana Mahmud, South Pasadena  
Kathryn Barger, LA County  
Margaret Clark, SGVCOG, Rosemead  
Scarlet Peralta, Montebello  
Tim Hepburn, LaVerne

**Absent:**

Tim Sandoval, Pomona  
Maria Morales, El Monte

Staff:

Eric Shen, Director of Capital Projects  
Marisa Creter, Executive Director  
David DeBerry, General Counsel  
Deanna Stanley, Admin. Services Manager  
Amy Gilbert, Management Analyst  
Andres Ramirez, Senior Project Manager  
Charles Tsang, Senior Project Manager  
Paul Hubler, Director, Government & Community Relations  
Rene Coronel, Project Manager  
Charlotte Stadelmann, Capital Projects Coordinator

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

4. **Chairman Remarks** – Vice Chair Lyons reported that the ACE Funding Ad Hoc Committee met in April.

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

6. **Preliminary Recommended Major Unfunded Projects in the San Gabriel Valley for Metro Strategic Project List** – A. Fung reminded the Committee that within Metro’s 30-Year Long Range Transit Plan, a 10-15 year Short Range Transit Plan is include as a shorter roadmap leading to projects delivering significant mobility benefits throughout LA County. Metro has requested the COGs to submit their eligible projects and programs in need of funding. A. Fung reviewed the preliminary recommendations developed by the SGVCOG



**SGVCOG Capital Project & Construction Committee**

**May 24, 2021 Minutes**

**Page 2 of 4**

and clarified that the list was not a priority but rather a list of projects that met the criteria of eligibility.

7. **Director of Capital Projects Monthly Report** – E. Shen reviewed the Capital projects monthly report. P. Hubler reviewed submissions for earmarks that were supported by legislators. D. Mahmud advised the Committee that with regard to the Fullerton Road project, she was not supportive of the creation of a joint venture of the current construction manager and a construction contractor. She expressed the reasons for her concerns and M. Clark thanked Mahmud for her information.
8. **Project Progress Reports** – R. Coronel reviewed construction progress photos for the Durfee Avenue Grade Separation Project that included concrete placement for driveways and structural backfill placement for retaining walls. C. Tsang reviewed construction progress photos for the Fairview Drive grade separation project that included trains running on the new main line track and crews cutting and removing the temporary tracks. E. Shen introduced new staff member Capital Projects Coordinator Charlotte Stadelmann.
9. **Approval of Capital Projects and Construction Committee Meeting Minutes of April 26, 2021** – A motion was made by C. Moss and seconded by T. Hepburn to approve the minutes.

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

Nays: None Abstain: None

10. **Approval of Annual Task Orders and Amendments for Support Services** – E. Shen reviewed the annual task orders for professional services needed for on-going ACE Project support for fiscal year 2022. There were no questions.

After review, a motion was made by K. Barger and seconded by C. Moss to authorize the Executive Director to amend contracts or issue annual task orders for continuing support services for the ACE Projects from July 1, 2021 to June 30, 2022 as outlined in the staff report.

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

Nays: None Abstain: None

11. **Approval of Task Order 2, with Anser Advisory for Construction Management Services for the SR-57/60 Chokehold Relief Program Phase I – Diamond Bar Gold Course Project** – E. Shen reviewed the staff recommendation. He indicated that at its November meeting, the Capital Projects Committee approved Anser Advisory to provide construction management services for the Diamond Bar Golf Course project and a task order for preconstruction services. He indicated approval of an additional task order for

construction management services is timely as the construction contract is expected to be issued by June 2021. He reviewed the tasks required.

A motion was made by T. Hepburn and seconded by C. Moss to authorize the Executive Director to issue Task Order 2 in a not-to-exceed amount of \$4,054,805 to Answer Advisory for providing construction management services for the Diamond Bar Golf Course Project as part of the State Route 57/60 Confluence Chokepoint Relief Program.

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

Nays: None Abstain: None

- 12. Approval of Task Order No. 1 with Lee Andrews Group for Public Outreach Services for the Montebello Blvd. Grade Separation, Maple Avenue Pedestrian Bridge, and Greenwood and Vail Avenues Safety Improvements Project** – E. Shen reviewed the staff recommendation. P. Hubler reviewed the upcoming preconstruction activities of the project and the tasks required for community support including conducting video pre-construction surveys on the properties that could be exposed to construction vibration. He indicated the multi-year task order will keep the community updated and may be later amended to include services a subcontractor to assist with translation for notices. Funding of the project was discussed and P. Hubler assured the committee that staff will continue to pursue funding for the Montebello project.

A motion was made by C. Moss and seconded by T. Hepburn to authorize the Executive Director to issue a task order with Lee Andrews Group in a not-to-exceed amount of \$1,195,512 to provide public outreach services in support of the Montebello Blvd grade separation, Maple Avenue pedestrian bridge and Greenwood Ave and Vail Ave at-grade crossing safety improvements project.

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

Nays: None Abstain: None

- 13. Approval of Task Order 3, Revision 4 with RailPros for Design Support Services During Construction for the Pomona At-Grade Safety Improvement Project** – E. Shen reviewed the history of task orders for the project. He indicated the Pomona at-grade project was placed on hold due to lack of funding of all of the elements of the project but with the recent approval of Section 130 funds, sufficient for constructing one location, staff will package the design for a single project.

A motion was made by T. Hepburn and seconded by C. Moss to authorize the Executive Director to issue Task Order 3, Revision 3 in a not-to-exceed amount of \$129,904 to RailPros for providing additional final design services for the Pomona at-grade crossing safety improvements project.


**SGVCOG Capital Project & Construction Committee**


**May 24, 2021 Minutes**

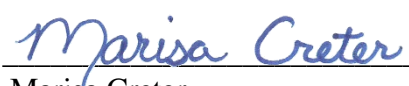
**Page 4 of 4**

Ayes: N. Lyons, B. Shevlin, C. Moss, D. Mahmud, K. Barger, M. Clark, S. Peralta, T. Hepburn  
Nays: None Abstain: None

**14. Adjournment** – The meeting was adjourned at 1:09PM. The next meeting will be held remotely via Zoom on YouTube live on June 28, 2021 at noon.

Prepared by:   
Deanna Stanley  
Clerk of the Committee

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

Approved by:   
Marisa Creter  
Executive Director

# REPORT

---

DATE: June 28, 2021

TO: Capital Projects and Construction Committee Members & Alternates

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

RE: **APPROVAL OF TWO AGREEMENTS WITH THE LOS ANGELES COUNTY PARKS AND RECREATION DEPARTMENT FOR THE PLANNED IMPROVEMENTS TO THE DIAMOND BAR GOLF COURSE AS PART OF THE STATE ROUTE 57/60 CHOKEPOINT RELIEF PROGRAM**

## **RECOMMENDED ACTION**

Authorize the Executive Director to execute two agreements with the County of Los Angeles Parks and Recreation Department (PARKS), namely the General Agreement and the Betterment Agreement, for improvements to be done on the County-owned Diamond Bar Golf Course as part of State Route 57/60 Confluence Chokepoint Relief Program Phase 1.

## **BACKGROUND**

The Los Angeles County Metropolitan Transportation Authority (Metro) serves as the implementing agency for the design phase of the State Route 57/60 Confluence Chokepoint Relief Program. Through an agreement dated July 30, 2019, Metro delegated SGVCOG the overall responsibility to coordinate utility relocations, acquire rights of way, and oversee the bid, award and construction of the State Route 57/60 Confluence Chokepoint Relief, Phase 1 (Golf Course Project) and Phase 2 (Interchange Improvements Project).

The planned modifications to the Diamond Bar Golf Course are necessary to mitigate and minimize impacts, specifically the widening of the freeway into the current golf course. The selected contractor will realign the golf course in order to free up approximately 10 acres of frontage for the Interchange Improvements Project. Also included in the construction scope are a new fully-equipped maintenance facility, new irrigation system, relocation of a storm drain, and the relocation of Southern California Edison (SCE) electrical transmission facilities. Construction will begin in August 2021 and be completed at the end of 2022 (17 months). Since the golf course will be closed during construction, a separate Loss of Revenue Agreement and monetary compensation to the Los Angeles County Parks and Recreation Department are being developed.

## **CURRENT ISSUE**

**General Agreement:** On July 27, 2020, the Capital Projects and Construction Committee authorized the Executive Director to execute an agreement (the General Agreement) with PARKS for the Golf Course Project. After the SGVCOG accepted the terms and transmitted it to PARKS

for approval in early August 2020 (see Attachment 1), PARKS made edits and prompted SGVCOG staff to re-negotiate the terms. After months of discussions, SGVCOG and PARKS staff with the support of legal counsel agreed to the revised General Agreement for approval (see Attachment 2).


**Betterment Agreement:** The Golf Course Project will replace much but not all of the existing irrigation system. PARKS wishes to enter into a betterment agreement with SGVCOG and agrees to pay for the cost to replace the remaining irrigation system.

On July 27, 2020, the Capital Projects and Construction Committee authorized the Executive Director to execute a betterment agreement with PARKS for the irrigation system. After the SGVCOG accepted the terms and transmitted it to PARKS for approval in early August 2020 (see Attachment 3), PARKS made edits and prompted SGVCOG staff to re-negotiate the terms and conditions. After months of discussions, SGVCOG and PARKS staff with the support of legal counsel agreed to the revised Betterment Agreement being presented for approval (see Attachment 4).

**FISCAL IMPACT**

The program budget for mitigation measures is \$91 million, which include the costs of the Right-of-Way acquisition, construction, improvements and replacement land cost. The General Agreement identifies approximately \$1.6 million worth of irrigation improvements to be furnished by SGVCOG and its contractors which is subject to reimbursement by PARKS consistent with the Betterment Agreement. The costs for SGVCOG to oversee the Diamond Bar Golf Course Project construction activities, right-of-way acquisition, and construction-related expenses are fully reimbursable by Metro.

Prepared by:   
Rene Coronel  
Project Manager

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

Approved by:   
Marisa Creter  
Executive Director

**ATTACHMENT**

Attachment 1: General Agreement, partially executed on August 31, 2020 by SGVCOG  
Attachment 2: Revised General Agreement for approval  
Attachment 3: Betterment Agreement, partially executed on August 31,2020 by SGVCOG  
Attachment 4: Revised Betterment Agreement for approval

*cpcc 20210628 dbgc agreements w parks v2*

# ATTACHMENT A

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

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

### RECITALS

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

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

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

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

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

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

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

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

## AGREEMENT

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

### SECTION I

#### SGVCOG AGREES:

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



## SECTION II

### COUNTY and PARKS AGREES:

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

## SECTION III

### IT IS MUTUALLY AGREED AS FOLLOWS:

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

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

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

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

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

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

To COUNTY:

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

To SGVCOG:

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

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


(Signature page immediately follows)

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

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

  
\_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
SGVCOG General Counsel

**COUNTY OF LOS ANGELES**

\_\_\_\_\_  
Norma E. Garcia,  
Acting Director Parks

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

\_\_\_\_\_  
By: \_\_\_\_\_, Deputy

# Exhibit A

## Term Sheet and Project Description for GOLF PROJECT

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

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

### A. Golf Course Improvements

#### A.1 Course reconfiguration

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

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

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

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

## **A.2 Grading Plan**

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

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

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

## **A.3 Golf Course Domestic & Fire Water Plans**

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

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

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

## **B. Storm Drain Improvements**

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



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

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

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

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

### **C. Golf Course Maintenance Facility**

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

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

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

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

### **D. Irrigation System Replacement**

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

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

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

The system replacement includes:

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

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

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

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

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

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

The GOLF PROJECT will replace certain sections of existing mainline and lateral piping, mainline gate valves, lateral isolation valves, located outside the footprint due to the piping configuration and realignment of several golf holes. New low voltage wiring from field controllers located outside the footprint will be installed to some existing sprinkler heads. In addition, some controllers will be replaced beyond the footprint limit in order to accommodate additional stations to serve the retrofit sprinkler layout.

### **E. Southern California Edison Transmission Pole and Distribution Line Relocation**

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

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

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

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

The planned freeway improvements impact the entire length of the existing 12kV facilities within the golf course. The relocation will be accomplished in two parts. SCE crews or its contractor will excavate and install two 5" PVC conduits from Grand Avenue easterly to the proposed maintenance facility. This duct bank will be encased in concrete and include electrical vaults placed approximately 400'-500' on center. From the easterly side of the proposed maintenance facility, new wooden poles will be installed along the northerly side of the paved access roadway, to the easterly golf course property line. Electrical cables will then be installed within the

underground ducts, vaults and overhead along the replacement poles. This new system will then be energized followed by the removal of the older system.

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

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

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

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

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

#### **G. Project Delivery**

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

# **Exhibit A1**

## **Plans for construction of the GOLF PROJECT**

**Plans on file with the Department**

**Refer to the link below:**

[https://drive.google.com/drive/folders/1Hmj\\_HmZwng6Y\\_wf0zJoza5RlvwOji7zL?usp=sharing](https://drive.google.com/drive/folders/1Hmj_HmZwng6Y_wf0zJoza5RlvwOji7zL?usp=sharing)

## **Exhibit B**

### **Terms for calculating loss of revenue for GOLF PROJECT**

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

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

## **Exhibit C**

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

**Plans on file with the Department**

**Refer to the link below:**

[https://drive.google.com/drive/folders/133QILUZmdPQxl\\_d1kTXaxe9Ed5F3F2Nd?usp=sharing](https://drive.google.com/drive/folders/133QILUZmdPQxl_d1kTXaxe9Ed5F3F2Nd?usp=sharing)



## **Exhibit D**

### **SGVCOG Contractor Insurance Requirements for GOLF PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Such coverage shall:

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT B

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

THIS AGREEMENT, made and entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the COUNTY OF LOS ANGELES, a body corporate and politic of the State of California, (hereinafter referred to as COUNTY), the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority, (hereinafter referred to as SGVCOG), with the COUNTY and SGVCOG referred to herein collectively as PARTIES.

#### **RECITALS**

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

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

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

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

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

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

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

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

## AGREEMENT

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

### SECTION I

#### SGVCOG AGREES:

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

## **SECTION II**

### COUNTY and PARKS AGREES:

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

## **SECTION III**

### IT IS MUTUALLY AGREED AS FOLLOWS:

1. Should any portion of GOLF PROJECT be financed with funds with specific expenditure requirements or limitations, all applicable laws, regulations and policies relating to the use of such funds shall apply to the related portions of the GOLF PROJECT notwithstanding other provisions of this Agreement.
2. That during the course of plan preparation, PARKS may request SGVCOG to include additional work in GOLF PROJECT. Said work shall be considered a "betterment" if it is



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

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

resolve the disagreement. If the disagreement has not been resolved at the end of thirty (30) days, then the disagreement will be submitted to mediation in accordance with the Mediation Rules of the American Arbitration Association. PARKS and the SGVCOG shall equally share in the costs of mediation and the mediator shall be acceptable to the PARKS and the SGVCOG. If PARKS and the SGVCOG are unable to agree on the selection of a mediator, then assistance will be obtained from the American Arbitration Association. PARKS and the SGVCOG agree to participate in mediation and any associated negotiations for a period of at least sixty (60) days. If the disagreement cannot be resolved through mediation, the disagreement may be submitted to binding arbitration if PARKS and the SGVCOG so agree at the time.

7. It is understood by PARKS that the FREEWAY PROJECT will require the acquisition of approximately ten (10) acres of property from the Diamond Bar Golf Course and that this acquisition is not required for the construction of the GOLF PROJECT. PARKS will allow the GOLF PROJECT to proceed subject to the terms and conditions of this agreement, with the understanding that upon execution of this Agreement the SGVCOG will initiate negotiations with PARKS regarding this acquisition. It is understood by the PARKS that SGVCOG's acquisition will be subject to the provisions of the Park Preservation Act and that the PARTIES (including PARKS) will have to comply with the applicable portions of said Act. It is also understood by the PARTIES (including PARKS) that approval by PARKS to proceed with the GOLF PROJECT will not be conditioned on compliance with this paragraph as this acquisition is a requirement solely for the FREEWAY PROJECT.
8. In the event that the approximately ten (10) acres of existing golf course originally anticipated for acquisition is not acquired, SGVCOG shall prepare and submit to PARKS, for the Director's written approval, a plan to integrate the ten acres into the GOLF PROJECT ("Integration Plan"). In the event that any portion of ten acres is not acquired, SGVCOG shall prepare and submit to PARKS, for the Director's written approval, an Integration Plan for the unacquired portion of the 10 acres. The Integration Plan shall include plans to seamlessly integrate the unacquired property into the GOLF PROJECT and must consider options to expand recreation use, improved freeway screening, or expanded support services for the golf course. After PARKS has approved the integration plan, SGVCOG shall take all reasonable and timely steps to implement and complete the Integration Plan.
9. The Parties acknowledge that it is in their mutual best interest that the GOLF PROJECT and the FREEWAY PROJECT move forward in a timely manner with little or no delays. The Parties further acknowledge that the transfer of property needed for the FREEWAY PROJECT cannot be completed until the Board of Supervisors accepts replacement property or compensation to satisfy Public Resources Code section 5401. Notwithstanding anything above, it is understood by the Parties, that SGVCOG is under no duty or obligation to proceed with, or complete, the GOLF PROJECT unless and until it has received assurances from the COUNTY that it will convey that portion of the Golf Course property that is needed for the FREEWAY PROJECT. Therefore, SGVCOG may, at its sole discretion, delay commencement or completion of the GOLF PROJECT pending receipt of such assurances; provided that SGVCOG acknowledges and accepts any delays to the GOLF PROJECT or FREEWAY PROJECT caused thereby, and shall not hold

COUNTY responsible for said delays.

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

To COUNTY:

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

To SGVCOG:

San Gabriel Valley Council of Governments  
Eric Shen, Director of Capital Projects  
4900 Rivergrade Road, Suite A120  
Irwindale, CA 91706

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

(Signature page immediately follows)

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

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Marisa Creter, Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
David DeBerry, SGVCOG General Counsel

**COUNTY OF LOS ANGELES**

\_\_\_\_\_  
Norma E. García-González,  
Director Parks

APPROVED AS TO FORM:

Rodrigo A Castro-Silva  
County Counsel

\_\_\_\_\_  
By: Rory Allen, Deputy

# Exhibit A

## Term Sheet and Project Description for GOLF PROJECT

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

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

### A. Golf Course Improvements

#### A.1 Course reconfiguration

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

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

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

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

## **A.2 Grading Plan**

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

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

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

## **A.3 Golf Course Domestic & Fire Water Plans**

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

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

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

## **B. Storm Drain Improvements**

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

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

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

- 1) The 8.75-ft (W) x 3.75-ft (H) RCB to Outlet 1 will be relocated and replaced by a double 6-ft (W) x 4-ft (W) RCB (Line B). Line B joins the existing double 6-ft (W) x 4-ft (W) RCB and discharges to Outlet 1. Line B will be located inside the County right-of-way.
- 2) The 7-ft (W) x 7-ft (H) RCB will be re-aligned and replaced by a 120-inch RCP that transitions into a triple 6-ft (W) x 6-ft (H) RCB (Line A), which joins the existing triple 6-ft (W) x 6-ft (H) culvert located underneath the freeway. Line A discharges to Outlet 2 and will be located inside the County right-of-way.
- 3) The 12-ft (W) x 4-ft (H) rectangular channel to Outlet 3 is presently within the Caltrans right of way and maintained by Caltrans. It will be reconstructed furtherly southerly during the freeway project as an open rectangular channel. It will be within the right of



way to be acquired for the freeway project. As such, the proposed replacement to Outlet 3 and will continue to be owned and maintained as a Caltrans facility. Caltrans will be requesting a maintenance access agreement with the County in order to cross thru the golf course and maintain this channel. In this manner, a dedicated access roadway along the entire length of the replacement channel will not be required.

### **C. Golf Course Maintenance Facility**

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

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

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

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

#### **D. Irrigation System Replacement**

The original irrigation system at the Diamond Bar Golf Course was installed in 1964 and upgraded in 1994 upon the availability of recycled water. The storage lake maintains a constant level of recycled water which is then conveyed to a pump station located on the easterly side of the lake. The water is pressurized and delivered through a looped system on CL200 PVC mainline pipes and laterals to existing rotor style sprinklers. The system serves 144 acres of turf and utilizes 120V field controllers to send a low voltage signal along separate wires to each of the sprinkler rotors.

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

The system replacement includes:

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

The mainline pipe will be connected to the recently replaced pump station. The mainline piping network will be designed to limit the velocity of water to 5 feet per second, the industry standard. This piping network will provide recycled water to fairways, roughs, and tees. The potable

mainline pipe will connect to 4 existing meter locations near the clubhouse along Golden Springs Drive and deliver this water source to greens and green surrounds only. A minimum 10' horizontal separation of these water sources is part of the intended design, following Department of Environmental Health (DEH) requirements.

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

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

The footprint of the planned 57/60 Interchange improvements directly impacts approximately 30% of the existing irrigation system. Due to potential future improvements on the non-impacted portions of the course, the construction drawings and specifications will be based upon a complete replacement of the irrigation system at the Diamond Bar Golf Course, except for the pump station which was upgraded in 2015.

The GOLF PROJECT will replace certain sections of existing mainline and lateral piping, mainline gate valves, lateral isolation valves, located outside the footprint due to the piping configuration and realignment of several golf holes. New low voltage wiring from field controllers located outside the footprint will be installed to some existing sprinkler heads. In addition, some controllers will be replaced beyond the footprint limit in order to accommodate additional stations to serve the retrofit sprinkler layout.

#### **E. Southern California Edison Transmission Pole and Distribution Line Relocation**

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

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

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

Within the easterly half of the Diamond Bar Golf Course (DBGC), Southern California Edison (SCE) operates a 12kV distribution line located along and adjacent to the southeasterly edge of the SR-60/SR-57 Freeway. This line originates underground at Grand Avenue as a duct bank of two

5" conduits and runs 350 feet easterly where the conduit rises on wooden pole No. 1780985E. From this pole, the 12kV line continues overhead 3,100' easterly to the neighboring Cube Smart Self Storage facility. Both portions of the underground and overhead facilities are within a 10' utility easement granted to SCE in 1987.

The planned freeway improvements impact the entire length of the existing 12kV facilities within the golf course. The relocation will be accomplished in two parts. SCE crews or its contractor will excavate and install two 5" PVC conduits from Grand Avenue easterly to the proposed maintenance facility. This duct bank will be encased in concrete and include electrical vaults placed approximately 400'-500' on center. From the easterly side of the proposed maintenance facility, new wooden poles will be installed along the northerly side of the paved access roadway, to the easterly golf course property line. Electrical cables will then be installed within the underground ducts, vaults and overhead along the replacement poles. This new system will then be energized followed by the removal of the older system.

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

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

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

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

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

#### **G. Project Delivery**

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

## **Exhibit B**

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

**Refer to attached plans**

**Exhibit C**  
**SGVCOG Contractor Insurance Requirements for GOLF PROJECT**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Such coverage shall:

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT C

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

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

#### **RECITALS**

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

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

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

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

#### **SECTION I**

##### **SGVCOG AGREES:**

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

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

## SECTION II

### COUNTY AGREES:

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

## SECTION III

### IT IS MUTUALLY AGREED AS FOLLOWS:

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

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

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

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

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

To COUNTY:

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

To SGVCOG:

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

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

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


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

(Signature page immediately follows)

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

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

  
\_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
SGVCOG General Counsel

**COUNTY OF LOS ANGELES**

\_\_\_\_\_  
Norma E. Garcia,  
Acting Director Parks

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

\_\_\_\_\_  
By: \_\_\_\_\_, Deputy



# Exhibit A

## Term Sheet and Project Description for BETTERMENT

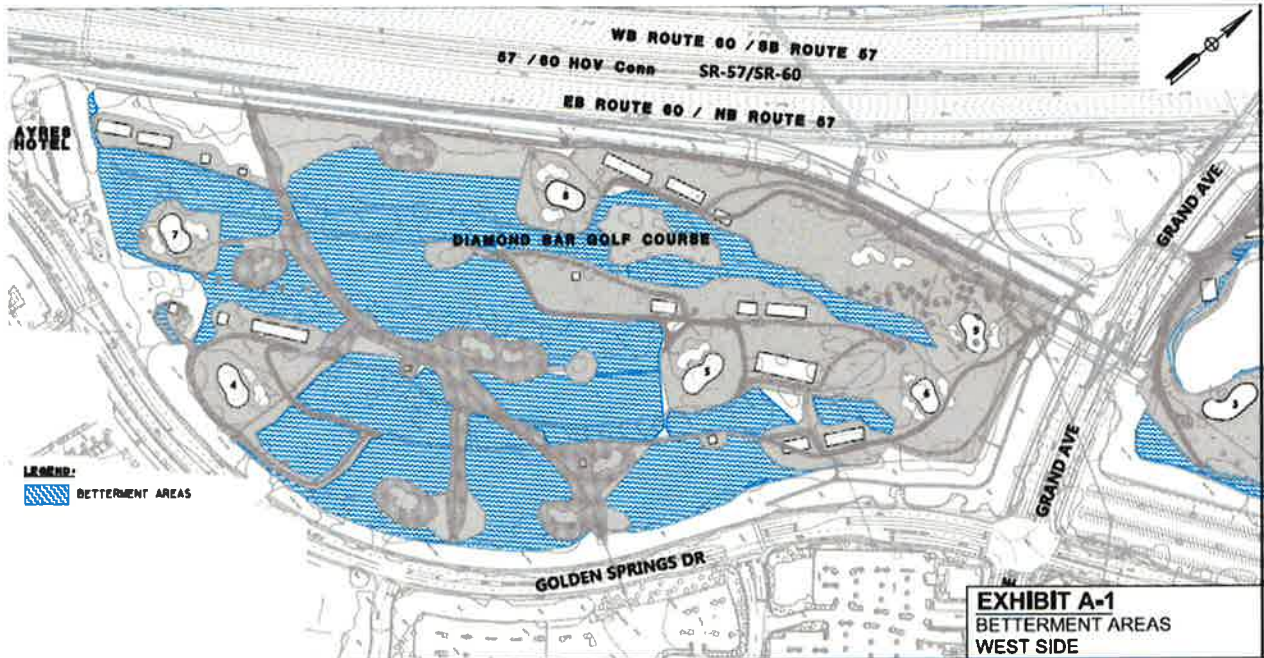
The BETTERMENT work consists of replacing the irrigation system areas shown in Exhibit A1 with the following:

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

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

# Exhibit A1

## Plans for construction of the BETTERMENT



## **Exhibit B**

### **SGVCOG Contractor Insurance Requirements for BETTERMENT**

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

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

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

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

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

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

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

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

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

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

Such coverage shall:

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT D

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

THIS AGREEMENT, made and entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the COUNTY OF LOS ANGELES, a body corporate and politic of the State of California, (hereinafter referred to as COUNTY), the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority, (hereinafter referred to as SGVCOG), with the COUNTY and SGVCOG referred to herein collectively as PARTIES.

#### RECITALS

WHEREAS, SGVCOG entered into an agreement dated \_\_\_\_\_, 2021 with the COUNTY regarding the modification of the Diamond Bar Golf Course, hereinafter referred to as "GOLF PROJECT"; and

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

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

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

#### SECTION I

##### SGVCOG AGREES:

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



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

## SECTION II

### COUNTY AGREES:

1. To finance the entire construction cost of BETTERMENT, currently estimated to be One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000), the actual amount of which is to be determined by a final accounting of the construction cost of BETTERMENT.
2. To assist with SGVCOG's construction management and inspection and cooperate and consult with SGVCOG as required.
3. Upon completion of work by SGVCOG, to accept BETTERMENT.
4. To review the bid price for the BETTERMENT and on or before October 1, 2021, advise the SGVCOG in writing as to whether the COUNTY plans to proceed with Board of Supervisors approval for the BETTERMENT.

## SECTION III

### IT IS MUTUALLY AGREED AS FOLLOWS:

1. That in the construction of BETTERMENT, SGVCOG will furnish a resident engineer to oversee BETTERMENT construction and COUNTY may furnish its own representative.

Said representative and resident engineer will cooperate and consult with each other, but the decisions of SGVCOG's resident engineer shall remain the sole and primary direction to the contractor for all BETTERMENT work. If material changes to the approved plans and specifications will impact BETTERMENT, the SGVCOG resident engineer will obtain the COUNTY's representative approval before authorizing said changes.

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

without limitation, attorneys' fees and court costs), proceedings, suits, and actions of whatever kind, and damages of any nature whatsoever (including, without limitation, bodily injury, death, personal injury, or property damage).

8. The COUNTY may terminate this AGREEMENT upon at least 30 days written notice to the SGVCOG. Upon receipt of such notice, the SGVCOG shall direct the SGVCOG-Contractor to immediately cease work on the BETTERMENT, other than such work which is reasonably necessary to wind down the work performed. If COUNTY requests such termination, SGVCOG shall respond to the written termination request by tabulating the actual costs incurred as of the date of termination and those reasonably necessary to wind down the work ("Final Cost Estimate"), and present same to the COUNTY, within thirty (30) days of the COUNTY's written termination request. After COUNTY has reviewed the Final Cost Estimate, if the COUNTY disagrees with the Final Cost Estimate, the PARTIES will meet and confer in good faith to negotiate a final termination cost ("Final Cost"). Such Final Cost and associated termination schedule, and all related terms and conditions, will be included in a written amendment to this Agreement. If the PARTIES can still not reach agreement, as a condition precedent to the institution of any action or proceeding, the PARTIES shall cooperate in good faith to refer the dispute, and have it resolved, by a neutral mediation service. The expenses thereof shall be borne equally by the PARTIES. Should COUNTY and SGVCOG be unable to agree on a Final Cost after good faith efforts at mediation, COUNTY shall pay that portion of the Final Cost Estimate not in dispute within 30 days of the cessation of the mediation service. Either PARTY may thereafter file an action or proceeding. The prevailing PARTY in such action shall be entitled to its reasonable legal costs and expenses, including attorneys' fees.
9. Neither PARTY shall be liable to the other for any damages, delay costs, or termination costs of any type or a failure to perform any part of this Agreement due to causes beyond the control of either or both PARTIES. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts or inactions of Federal, State, or local governments including funding reductions or eliminations, fires, floods, and severe weather.
10. Every notice, demand, request, or other document or instrument delivered pursuant to this Agreement shall be in writing, and shall be either personally delivered, by Federal Express or other reputable overnight courier, or sent by certified United States mail, postage prepaid return receipt requested, to the addresses set forth below, or to such other address as a party may designate from time to time:

To COUNTY:

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

To SGVCOG:

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

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

(Signature page immediately follows)

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

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Marisa Creter, Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
David DeBerry, SGVCOG General Counsel

**COUNTY OF LOS ANGELES**

\_\_\_\_\_  
Norma E. Garcia,  
Acting Director Parks

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

\_\_\_\_\_  
By: \_\_\_\_\_, Deputy

# REPORT

---

DATE: June 28, 2021

TO: Capital Projects and Construction Committee Members & Alternates

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

RE: **APPROVAL OF AWARD TO GRIFFITH COMPANY OF CONSTRUCTION CONTRACT FOR THE STATE ROUTE 57/60 CHOKEPOINT RELIEF PROGRAM PHASE 1-DIAMOND BAR GOLF COURSE PROJECT**

## **RECOMMENDED ACTION**

Authorize the Executive Director to award a contract to Griffith Company for constructing the Diamond Bar Golf Course modifications in the not-to-exceed amount of \$ 43,870,442.05. The work is part of the State Route 57/60 Confluence Chokepoint Relief Program.

## **BACKGROUND**

The Los Angeles County Metropolitan Transportation Authority (Metro) serves as the implementing agency for the design phase of the State Route 57/60 Confluence Chokepoint Relief Program. Through an agreement dated July 30, 2019, Metro delegated SGVCOG the overall responsibility to coordinate utility relocations, acquire rights of way, and oversee the bid, award and construction of the State Route 57/60 Confluence Chokepoint Relief, Phase 1 (Diamond Bar Golf Course Project) and Phase 2 (Interchange Improvements Project).

The planned modifications to the Diamond Bar Golf Course are necessary to mitigate and minimize impacts, specifically the widening of the freeway into the current golf course. The selected contractor will realign the golf course in order to free up approximately 10 acres of frontage for the Interchange Improvements Project. Also included in the construction scope are a new fully-equipped maintenance facility, new irrigation system, relocation of a storm drain, and the relocation of Southern California Edison (SCE) electrical transmission facilities. Construction will begin in August 2021 and be completed at the end of 2022 (17 months). Since the golf course will be closed during construction, a separate Loss of Revenue Agreement and monetary compensation to the Los Angeles County Parks and Recreation Department are being developed.

Consistent with the Agency's procurement process, an Invitation for Bids (IFB) was issued on April 22, 2021. The IFB was advertised in various publications (newspapers of local circulation, minority and business publications, and SGVCOG website). Formal communications throughout the procurement process were tracked via the Agency's bidding system (PlanetBids). Two mandatory pre-bid conferences were held, one on April 28 and another on April 29, 2021.

At the bid closing on June 8, 2021, two bids were received. Both bids were reviewed and determined to be accurate (see Table 1). Official bid results were publicized on June 8, 2021.

Company Name	Bid Amount
1. Griffith Company	\$43,870,442.05
2. Los Angeles Engineering, Inc.	\$53,647,803.41

**CURRENT ISSUES**

Throughout the bid process, staff closely monitored the ongoing cost escalations in construction and anticipated higher bid prices for this Project. Specifically, skyrocketing steel and lumber costs, longer lead time along the entire supply chain, and shortage of skilled labor pose challenges in receiving responsive bids for our projects. Staff reviewed and determined Griffith Company’s submission as complete and responsive. Although Griffith Company’s bid price is nearly 6% higher than the Agency’s in-house estimate, staff concluded its proposed price was not unreasonable or unjustified. Rejecting the current bids and re-bidding the Project risks receiving higher bids in the current environment and would result in up to three months of schedule delay. In short, a re-bid will result in impacts to Phase 2 of the State Route 57/60 Chokepoint Relief Program.

The IFB was issued under the Small Business Enterprise (SBE) Program currently in place. With the agency-established 13% SBE goal on the project, Griffith Company is committed to meet or exceed the 13% SBE goal through the life of the contract.

Should the Committee approve the recommended contract award for the not-to-exceed amount of \$43,870,442.05, an additional 10% contingency allowance, not-to-exceed \$4,387,004.20, will be set aside to cover unexpected expenses or costs due to owner-directed changes. The use of the contingency would be authorized by the Executive Director, or designee, in accordance with the established agency procedures.

**FISCAL IMPACT**

The costs of the Diamond Bar Golf Course Project construction activities and right-of-way acquisition are fully reimbursable by Metro.

Prepared by: 

Rene Coronel  
 Project Manager

Reviewed by: 

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

Approved by: 

Marisa Creter  
 Executive Director

# REPORT

---

DATE: June 28, 2021

TO: Capital Projects and Construction Committee Members & Alternates

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

**RE: APPROVAL OF CONSTRUCTION MANAGEMENT SERVICES CONTRACT AND ISSUANCE OF TASK ORDER NO. 1 TO WSP USA FOR PRE-CONSTRUCTION MANAGEMENT SERVICES FOR THE STATE ROUTE 57/60 CHOKEPOINT RELIEF PROGRAM PHASE 2 - INTERCHANGE IMPROVEMENTS PROJECT**

## **RECOMMENDED ACTION**

Authorize the Executive Director to award a contract for Construction Management Services (CM) and issue Task Order No. 1, in the not to exceed amount \$520,000 to WSP USA for providing Pre-Construction Management Services for the Interchange Improvements Project, the second phase of the State Route 57/60 Confluence Chokepoint Relief Program.

## **BACKGROUND**

The Los Angeles County Metropolitan Transportation Authority (Metro) serves as the implementing agency for the design phase of the State Route 57/60 Confluence Chokepoint Relief Program. Through an agreement dated July 30, 2019, Metro delegated SGVCOG the overall responsibility to coordinate utility relocations, acquire rights of way, and oversee the bid, award and construction of the State Route 57/60 Confluence Chokepoint Relief, Phase 1 (Diamond Bar Golf Course Project) and Phase 2 (Interchange Improvements Project).

LACMTA entered into an agreement with the SGVCOG on July 30, 2019 for coordination of utility relocations, acquisition of rights of way, and oversee the bid, award and construction of the State Route 57/60 Confluence Chokepoint Relief Phase 1 (Diamond Bar Golf Course Project) and Phase 2 (Interchange Improvements Project).

Complex physical modifications and reconstruction to the eastbound SR-60 are the core of the State Route 57/60 interchange improvements. As shown below, the general project limits stretch from just south of the northbound State Route 57/60 merge, to eastbound SR-60 and south of the Golden Springs Drive overpass and along a portion of Grand Avenue from the City of Industry to the City of Diamond Bar. Project scope also includes constructing an eastbound on-ramp bypass lane from SR-60, constructing a new eastbound general purpose-lane on the mainline, reconfiguring Grand Avenue westbound on-ramp and eastbound on- and off-ramps, replacing the existing Grand Avenue overcrossing, constructing an eastbound SR-60 off-ramp bypass from the northbound split, and reconstructing the eastbound SR-60 Diamond Bar Blvd on-ramp.





Picture 1: Project Vicinity Map, Courtesy of Metro

Design plans and construction documents for the Interchange Improvements Project are being finalized under a separate contract and managed by Metro. In advance of procuring a construction contractor, SGVCOG is proceeding with the selection of a construction management team to provide pre-construction support, including the constructability review and cost estimates with the design team. The Invitation for Bids for construction is scheduled for release in spring 2022 with construction to begin in July 2022. The estimated time to complete the entire project is 62 months, or September 2027.

## CURRENT ISSUES

**Constructability Review:** As of May 2021, the road design is at 95% complete and the structural design is at 90% complete for the Interchange Improvements Project. Given the extensive project scope and complexity, a best practice for a multi-year, multi-jurisdictional Design-Bid-Build project is to undergo constructability reviews by a construction management team (CM) who will oversee the construction. Last-minute adjustments to the design plans and construction bid documents may be made during the review. After the Metro-led design team completes the entire design/construction package, the SGVCOG will issue the Invitation for Bids (IFB) for construction.

**Role and Responsibilities of CM:** Key functions of the selected CM will include, but are not limited to, being responsible for ensuring the general contractor and subcontractors construct the project as designed, submitting complete and accurate schedules for approval by SGVCOG, and adhering to these schedules during the life of the project. The CM is also responsible for the control of change work through identification and quantification of work necessary for the project that is not included in the contract documents. The CM will represent SGVCOG when negotiating change orders with the general contractor, oversee quality assurance and material quantity inspections, manage submittal reviews, and monitor contractors' compliance with regulations/local ordinance and permitting requirements.

**CM Selection Process:** Consistent with the SGVCOG’s procurement process, a Request for Proposals (RFP) for selecting a Construction Management Services (CM) team was issued on March 22, 2021. The selected CM will perform pre-construction services under Task Order 1 while a future Task Order 2 will address full-scale construction management.

The availability of the RFP was widely published, including being posted on our online bidding system (PlanetBids). A pre-proposal conference was held on March 29, 2021. SGVCOG received proposals on May 6, 2021. Responsive proposals were received from the following firms: AECOM, Arcadis, Ghirardelli, and WSP USA.

A five-member Technical Evaluation Committee (TEC), consisting of three SGVCOG staff and representatives from the City of Industry and the Los Angeles Metro, was convened to review the proposals. The TEC reviewed the written proposals and unanimously agreed to shortlist AECOM and WSP USA for interviews on May 26, 2021. Both proposers were highly regarded, experienced and well qualified. The TEC unanimously ranked WSP USA as the first choice.

Subsequent to the TEC review, the SGVCOG issued the Notice of Intent to Negotiate with WSP USA on May 27, 2021 and notified all proposers. No protests were received during the 10-day protest period.

The RFP was issued under the Small Business Enterprise (SBE) Program currently in place. With the agency-established 14% SBE goal on the project, WSP USA is committed to meet or exceed the 14% SBE goal through the life of the contract.

**Task Order 1 – Pre-Construction Services:** As instructed in the RFP, WSP USA submitted its cost proposal in a sealed envelope along with the technical proposal. The cost proposal was opened by staff after WSP USA was selected as CM for the project. After several rounds of cost negotiations, staff is recommending approval of the not-to-exceed (NTE) amount of \$520,000 which is within the project budget jointly developed by SGVCOG and Metro.

In addition to the authorization of NTE amount of \$520,000, an additional 10% contingency allowance, or \$52,000 will be budgeted for the Executive Director, or designee to address unforeseen work or owner-initiated changes, in accordance with normal agency procedures. Any contract amount changes due to contract changes that exceed the Executive Director’s authority will be brought back to the Committee for further consideration and approval.

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

- Constructability Analysis
- Construction Schedule
- Cost Estimate
- Submittal Log
- Bid Support
- Early Utility Coordination
- Pre-condition Survey
- Pre-construction Meetings
- Construction Schedule Reviews
- Special Work Assignments

**Task Order 2 – Construction Management Services: To be recommended for award later.** After the final design plans and the construction documents are completed, WSP USA will closely examine all aspects of construction activities then submit a cost proposal for managing the overall construction. Staff anticipates recommending Task Order 2 for the Committee’s approval towards the end of 2021 or early 2022 once the Invitations of Bids (IFB) for construction is scheduled.

**FISCAL IMPACT**

All project costs for the proposed Interchange Improvements Project, including the costs associated with both Task Orders, are fully reimbursable by Metro.

<b>Task Orders</b>	<b>Amount</b>
Task Order No. 1: Pre-Construction Construction Management (CM) services	\$520,000
Task Order No. 2: Construction Management services (NTE)	TBD
<b>Contract Value To-date NTE Value</b>	\$520,000

Prepared by: 

Rene Coronel  
 Project Manager

Reviewed by: 

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

Approved by: 

Marisa Creter  
 Executive Director

**ATTACHMENT**

Attachment: Agreement No. 21-02 Task Order No. 1

*cpcc 20210628 sr57-60 interchange cm services v1*

# ATTACHMENT A

## SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

### TASK ORDER

#### CONSTRUCTION MANAGEMENT SERVICES FOR THE STATE ROUTE 57/60 CHOKEPOINT RELIEF PROGRAM PHASE 2 INTERCHANGE IMPROVEMENTS PROJECT

<b>CONSULTANT:</b> WSP USA	<b>AGREEMENT NO.:</b> 21-02	<b>TASK ORDER NO.:</b> 1
<b>TASK ORDER TITLE:</b>	Pre-construction Management Services for SR57/SR60 Interchange Improvements	
<b>EFFECTIVE DATE OF THIS TASK ORDER:</b> July 1, 2021	<b>TASK ORDER VALUE:</b> \$520,000.00	
<b>CONTACT:</b> Derich Sukow	<b>TELEPHONE:</b> (213) 362-9470	
<b>FACSIMILE:</b>	<b>EMAIL:</b> Derich.sukow@wsp.com	
<b>ADDRESS:</b> 444 Flower Street, #800, Los Angeles, CA 90071		

#### 1. SCOPE OF SERVICES:

The 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: **Five Hundred and Twenty Thousand Dollars and 0/100s (\$520,000.00)**, as per Attachment "B" (Consultant's cost proposal), and as defined in further detail in SECTION 7 (COMPENSATION AND METHOD OF PAYMENT) of the AGREEMENT.

#### 3. SUBCONTRACTORS:

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

#### 4. KEY PERSONNEL:

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

# ATTACHMENT A

**5. SBE GOAL**

The SBE goal is unchanged by this TASK ORDER.

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

Work under this TASK ORDER NO. 1 shall commence on July 1, 2021 through June 30, 2022.

All other terms and conditions of this AGREEMENT NO. 21-02 remains unchanged.

In witness whereof, this **TASK ORDER NO. 1** has been executed under the provisions of AGREEMENT NO. 21-02 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. 21-02 shall be in full force and effect.

---

**CONSULTANT:**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name: Derick Sukow

Print Name: Marisa Creter

Print Title: Vice President

Print Title: Executive Director