



San Gabriel Valley Council of Governments Capital Projects and Construction Committee

Meeting Agenda

Monday, January 28, 2019 12:00PM

West Covina Community Center, 1st Floor

1444 West Garvey Avenue South, West Covina, CA 91791

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.

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

- I. Pledge of Allegiance
- II. Roll Call and Introductions
- III. Public Comment
- IV. Approval of the Capital Projects and Construction Committee Meeting Minutes of December 17, 2018 Pages 1 – 5 Action
- V. Chairman’s Remarks
- VI. Member Comments
- VII. Chief Engineers Monthly Report Pages 6 – 8 Information
- VIII. Project Construction Progress Reports Information
- IX. Approval of Agreement with the Los Angeles County Metropolitan Transportation Authority for the San Gabriel Valley Council of Governments to Perform Services for Construction Improvements at the SR 57/60 Interchange Pages 9 – 23 Action

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

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| X. | Approval to Receive and File Quarterly Project Progress Reports | Pages 24 – 35 | Action |
| XI. | Approval to Receive and File Quarterly Mitigation Monitoring Reports | Pages 36 – 42 | Action |
| XII. | Closed Session: The Committee will adjourn to closed session in accordance with Government Code Section 549 to discuss existing litigation (three cases) | | |
| | <ul style="list-style-type: none">• Alameda Corridor East Construction Authority v. Rowland Ranch Properties, et al., LASC Case No. BC 629037; and• Alameda Corridor East Construction Authority v. Majestic Properties, et al. LASC Case No. 527310; and• SGVCOG v. GP Johnson Holdings LLC, et al. LASC Case No. BC6666437 | | Possible
Action

Possible
Action

Possible
Action |
| XIII. | Adjournment | | Action |



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



SGVCOG Capital Projects & Construction Committee December 17, 2018 Meeting Minutes

Chair Martinez called the meeting of the San Gabriel Valley Capital Projects and Construction Committee to order at 12:03PM at the City of West Covina Community Center.

1. **Pledge of Allegiance** – Committee member Hepburn lead the pledge of allegiance.

2. **Roll Call:**

In attendance was:

Victoria Martinez, Chair, City of El Monte

Becky Shevlin, City of Monrovia

Cory Moss, City of Industry

Cynthia Sternquist, Temple City, SGVCOG President

Hilda Solis, LA County Board of Supervisor

Nancy Lyons, City of Diamond Bar

Teresa Real-Sebastian, City of Monterey Park

Tim Hepburn, City of La Verne

Tim Sandoval, City of Pomona

Staff:

Mark Christoffels, Chief Engineer

Gregory Murphy, Burke Williams & Sorensen, legal counsel

Deanna Stanley

Amy Hanson

Kaitlin Ward

Maritza Ramos

Marisa Creter

Mark Mendoza, Paragon Partners

Paul Hubler

Phil Balmeo

Ricky Choi

Guests:

Cindy Marian, Oliver Sandifer & Murphy

Joshua Nelson, CNC Engineering

Keith Gillfillan, Moffatt & Nichol

Laurence Lubka, SGVCOG

Lynda Bybee, LSA

Mark Mcavoy, Monterey Park

Robert Frampton, Forecast Foundation
Ron Butler, Moffatt & Nichol
Stephanie Roberts, LSA
Talin Espinoza, Twining
Tim Egan, Cap Rep
Yvette Kirrin, Southstar Engineering

3. **Public Comment** – There were no public comments.
4. **Approval of the Capital Projects & Construction Committee Meeting Minutes of November 26, 2018** – A motion was made to approve the meeting minutes of November 26, 2018.

M/S/C/Solis/Sandoval/Approved Abstentions: Hepburn, Sebastian
5. **Chairwoman’s Remarks** – Chair Martinez wished everyone a happy holiday season and indicated due to schedule issues, action items would be heard first.
6. **Member Comments** – There were no member comments.
7. **Chief Engineer’s Monthly Report** – Mr. Christoffels reviewed the summary of all project related approvals within his authority that were featured each month in the Chief Engineer’s Monthly Report.
8. **Project Construction Progress Reports** – Charles Tsang, Senior Project Manager reviewed progress photos for the Fairway Drive grade separation project that includes an eight week intersection closure of Fairway Drive for paving activities.
9. **Election of Vice Chair** – The Committee ratified the vote for Victoria Martinez as Chair. The nomination for Vice Chair was opened. Member Solis nominated Tim Sandoval which was seconded by Member Cory Moss. There were no other nominations and the nominations was closed. The Committee unanimously approved Tim Sandoval to serve as Vice Chair.
10. **Approval of Selection of Riverside Construction for the Construction Contract for the Durfee Avenue Grade Separation Project** – Mr. Christoffels reviewed the history of the procurement. He indicated the bids received were 13% higher than the engineer’s estimate but a poll of similar government agencies indicate this is the current trend. Mr. Christoffels indicated there was a protest filed by OSM challenging the DBE participation in the bid submitted by Riverside Construction. Mr. Christoffels indicated the goal for this project was 12% and though Riverside’s submission was far below the goal, staff believes they met good faith efforts, a requirement under agency procurement policies. Mr. Christoffels indicated legal counsel has reviewed this matter and also agrees that good faith efforts were met.

Mr. Matt Pim, President of Riverside Construction Company addressed the Committee and highlighted the experience of Riverside Construction. He indicated the firm was willing to continue to seek DBE contractors to participate in the construction of the project.

A motion was made to authorize the award of a contract to Riverside Construction Company, Inc. for construction of the Durfee grade separation project in the bid amount of \$43,957,683.20.

M/S/C/Sandoval/Hepburn/Unanimous

11. **Approval of Award of Contract to Veoride for the SGVCOG Bike Share Project** – This item was pulled.

12. **Approval of Amendment to Resolution of Necessity No. 16-02 for the Durfee Avenue Grade Separation Project** – Mr. Christoffels reminded the Committee that the ACE Board adopted Resolution No. 16-02 in December, 2016 which was related to property necessary for the Durfee Avenue grade separation project in the City of Pico Rivera. He indicated after the adoption as the process moved forward it was discovered the report contained a typographical error in the description of the required parcels. The correct Parcel identifiers should be 208R and 208S rather than Parcels 208Q and 208R and adoption of this amendment would correct this error.

A motion was made to adopt a resolution to amend Resolution 16-02 finding and determining that Resolution 16-02 contained a typographical error and adopting this amendment to correct that error.

M/S/C/Solis/Sandoval/Unanimous

13. **Approval of Sole Source Contract with Southstar Engineering for Interim Contracts Management Services** – Mr. Christoffels explained that a recent unexpected departure of two staff in the contracts department left the agency short during a critical time. He indicated other departures did not allow the existing staff to absorb the responsibilities of this position. Mr. Christoffels indicated a recruitment was under way and that this temporary contract would assist with the current work until the Contracts Manager position is filled. He indicated this non-competitive procurement was done due to the urgency of the needs of the procurement department at this time. He reviewed Southstar Engineering Yvette Kirrin's background and introduced her.

A motion was made to approve a Statement of Determinations and Findings for the non-competitive procurement of Interim Contracts Management services and

authorize the Chief Executive Officer to execute a contract with Southstar Engineering for an amount not to exceed \$75,000.

M/S/C/Solis/Lyons/Unanimous

14. **Approval of Contract to Simplex Management for Project Management Services for the Fullerton Road Grade Separation Project** – Mr. Christoffels indicated the approval of this item was also related to reduction of staffing. He indicated the Project Manager for the Fullerton Road project retired which left the need for this responsibility open. He stated it was unlikely to attract candidates to fill this limited duration position. Mr. Christoffels reported this firm had the skills and experienced staff who could perform the services necessary to oversee the project. Mr. Christoffels introduced Paul Buckley of Simplex Management.

A motion was made to authorize the Chief Engineer to execute an agreement with Simplex Management for project management services for the Fullerton Road grade separation project in the amount of \$536,640.

M/S/C/Sandoval/Hepburn/Unanimous

15. **Approval of 2019 Capital Projects Federal and State Legislative Program** Paul Hubler reviewed the highlights of the federal and state legislative programs that included, propose and advocate support the development of policies and programs beneficial to capital projects and expedite project planning, development and delivery. He indicated work will continue with supporting stakeholders such as the Coalition for America's Gateways and Trade Corridors, Mobility 21 coalition and San Gabriel Valley Legislative Caucus. The Committee discussed the legislative meetings previously held in Washington to coincide with APTA and that future meetings will include Chairs of SGVCOG Committees to capture all of SGVCOG efforts. Mr. Hubler indicated this year's meeting will be held May 7-10.

Tim Egan, Capital Representation Group discussed the annual caucus meeting and reviewed the importance of the SGVCOG's continued participation.

A motion was made to approve the 2019 Capital Projects Federal and State Legislative Program.

M/S/C/Solis/Sandoval/Unanimous

16. **Approval of 2019 Capital Projects Committee Meeting Schedule** – The Committee reviewed the 2019 meeting schedule and there were no questions. A motion was made to approve the 2019 Capital Projects Committee meeting schedule.

M/S/C/Lyons/Hepburn/Unanimous

17. **Closed Session: The Committee will adjourn to closed session in accordance with Government Code Section 54956.9 Conference with Legal Counsel to discuss existing litigation (one case)**

ACE vs. Majestic Realty Los Angeles Superior Court Case No. BC629310

The Board returned to open session and Mr. Murphy announced that members of Pomona, Diamond Bar and LA County departed before the closed session discussion. He indicated the remaining members unanimously approved staff to move forward with specific terms and the court would determine final approval.

18. **Adjournment** – The meeting was adjourned in memory of former President George HW Bush at 1:27PM.

X 

Deanna Stanley
Committee Clerk



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels
Chief Engineer

Date: January 28, 2019

SUBJECT: Chief Engineer’s Monthly Report

The following are items of note since the last meeting:

INFRA Grant Application – Staff is working to prepare and submit a grant application seeking \$20 million in federal INFRA freight and highway program funds for the Montebello Boulevard project. The ACE project will be included in an overall Los Angeles regional collaborative application featuring freight rail and highway projects sponsored by Metro, SGVCOG and the Ports of Los Angeles and Long Beach. The application deadline is March 4, and we anticipate arranging follow-up advocacy meetings during the SGVCOG trip to Washington, DC from May 7-10.

Fullerton Road Project Management Services – At the December meeting the Committee approved authorization for the Chief Engineer to execute an agreement with Simplex Management for project management services for the Fullerton Road grade separation project. However, terms of the agreement could not be met, therefore the agreement was never executed. While this effort was underway, one of Senior Project Managers, unexpectedly announced her retirement and the SGVCOG immediately began recruitment. Rather than utilizing outside services for this project, for the short term I will provide oversight to this project and others and when a new Senior Project Manager is onboard, reorganize staff assignments, to cover all capital projects underway.

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

Consultant/Vendor	Reason for Change	Change Amount	Total Contract Value
Walsh Construction Co.	San Gabriel Trench Project – CCO #55 - CN #097 – Sprint Manhole Conflict with North Trench Wall	\$16,000.00	\$170,864,760.78

Biggs Cardosa Associates, Inc.	Revision to Task Order No. 5 - UPRR Plan Updates, Design Revisions, Additionl Plats & Legals, Various Project Studies, Redesign of Retaining Wall for Fullerton Road Grade Separation Project	\$ 153,320.00	\$ 1,873,508.00
HTNB Corporation	Revision to Task Order No. 1 – Special Works Assignment for Turnbull Canyon Road Grade Separation Project	\$17,007.00	\$1,925,216.00
APSI CM	Additional Third-Party Schedule Assessment for Fullerton Road Project	\$121,000.00	\$165,220.00
OHL USA, Inc.	Fairway Dr. Grade Separation Project – CCO #014 – PCO #35 – Lemon/SR-60 Interchange Project – Bid Quantity Adjustment	\$ 831,696.12	\$103,560,263.11
OHL USA, Inc.	Fairway Dr. Grade Separation Project – CCO #015 – PCO #34 – Aggregate Pier Settlement Change	\$2,862,161.59	\$106,422,424.70
OHL USA, Inc.	Fairway Dr. Grade Separation Project – CCO #016 – PCO #37 – Release in Retention up to October 31, 2018	\$0.00	\$106,422,424.70
WSP	Extend Task Order No. 2 term through December 31, 2020 for Fairway Dr. Grade Separation Project	\$0.00	\$7,690,929.00
Berg & Associates	Revision to Task Order No. 2 to add a subconsultant for Fullerton Road Grade Separation Project	\$0.00	\$11,871,963.00
URS Corporation (AECOM)	Revision to Task Order No. 2 to add a subconsultant for Fullerton Road Grade Separation Project	\$0.00	\$4,131,782.00
AECOM	Extend Task Order No. 1 term through December 31, 2020 for Puente Dr. Grade Separation Project	\$0.00	\$5,188,819.00

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

- Distributed construction alert notices regarding a weekend closure of the Lemon Avenue ramps for SR- 60 and Lemon Avenue between Earlgate Avenue and Golden Springs Drive for the SR-60 Lemon Avenue Interchange project;
- Distributed The ACE Report newsletter;

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



MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Mark Christoffels
Chief Engineer

DATE: January 28, 2019

SUBJECT: Approval of an Agreement Regarding Services to be performed by the San Gabriel Valley Council of Governments (SGVCOG) on behalf of the Los Angeles County Metropolitan Transportation Authority (LACMTA) for construction of improvements at the SR-57/SR-60 Interchange.

RECOMMENDATION: Staff recommends that the Committee authorize the Chief Engineer to execute the attached agreement regarding services to be performed by the San Gabriel Valley Council of Governments (SGVCOG) on behalf of the Los Angeles County Metropolitan Transportation Authority (LACMTA) for construction of improvements at the SR-57/SR-60 Interchange.

BACKGROUND: The Los Angeles County Metropolitan Transportation Authority (LACMTA) is serving as the implementing agency for the design phase of the State Route 57-60 Confluence Chokepoint Relief Project to add lanes and make improvements to the freeway confluence area in the east San Gabriel Valley to reduce traffic congestion and improve traffic operations and safety. The SR 57-60 improvements are a longstanding regional highway improvement priority project for the San Gabriel Valley Council of Governments. The proposed project will fix the congested and hazardous confluence of State Routes 57 and 60, ranked no. 1 in California for freight delays and truck accidents and the no. 5 freight bottleneck in the nation. More than 700 accidents occur each year at the confluence, with one-third resulting in injury or fatality.

Last year, LACMTA and Caltrans submitted an application for funding for the \$288.6 million project, which was awarded \$22 million from the state SB 1 Trade Corridor Enhancement Program (TCEP) for the design and right-of-way phases. The balance of estimated costs for the two phases will be funded through Measure M and other LACMTA funds. LACMTA, as noted above is overseeing the design phase, and has requested that the SGVCOG serve as the implementing agency for the right-of-way and construction phases of the project. This LACMTA request is supported by the Cities of Diamond Bar and Industry and Caltrans as a means of expediting project delivery.

The services to be provided by the SGVCOG under this agreement are as follows:

- To acquire on behalf of the LACMTA the necessary rights-of-way and easements required for the project.

- To perform necessary environmental investigations related to hazardous materials or waste required prior to remediation and perform remediation work as needed.
- To obtain all required authorizations and permits from government agencies necessary to construct the project.
- To perform a bid solicitation for project in accordance with LACMTA procurement requirements.
- To award a construction contract for project following LACMTA procurement requirements.
- To provide all required construction management and inspection for project.

LACMTA is currently working on the design plans and expects to have them completed in 18 months. SGVCOG will participate in the design phase coordinating with LACMTA's consultant, and begin initiating right of way activities as well as utility relocation work. Once design is complete, and final construction funding has been approved under Measure M, the SGVCOG will put this project out to bid for construction, award a contract, and oversee the construction activities. Currently under the adopted Measure M funding plan, construction funding in the amount of \$205 million will be available in 2025. LACMTA and the SGVCOG are working on grant opportunities (Federal INFRA and State SB1B) to supplement this funding as current construction cost estimates are at \$225 million.

To provide the required support services identified in the agreement, the SGVCOG will need to supplement existing staff and solicit consultant services for property acquisition, construction management, legal assistance related to eminent domain, public outreach, environmental reviews, and survey. These will be solicited over the next 18 months and brought to the Committee for subsequent approval.

BUDGET IMPACT: All costs for providing the services identified above will be reimbursed to the SGVCOG. The estimated not to exceed amount of allowable right-of-way and easement acquisition, construction, and construction management costs for the SGVCOG to provide the services is \$29,525,000. This not to exceed amount specified in the agreement may be adjusted to account for changes in the scope of work during the design phase, actual costs of right-of-way, actual bid prices, or change orders during the construction phase.

Exhibit C - SGVCOG fee proposal for SR-57/60 Interchange Improvements Project

TASK	Estimated Cost	Notes
General Administration	\$ 500,000.00	Cost are for Document Control, Contract Audits, Grant Management, and Project Reporting
Design Support	\$ 250,000.00	Agency participation and support during design phase. Includes attendance at PDT meetings, VA participation, final plan approval, and review of bid documents.
ROW-Real Estate	\$ 500,000.00	In-house staff oversight of right of way negotiations, management of acquisition consultants and appraisers, and coordination with Metro and Caltrans on r/w certifications and project close-out outgrants
ROW- Utility Relocations	\$ 700,000.00	Coordination of required utility relocations, preparation of utility agreements, and review and processing of utility payments
Procurement	\$ 175,000.00	General oversight and coordination of bid process and contract execution.
Outreach	\$ 1,500,000.00	General oversight and consultant time to conduct required outreach during Right of Way, Utility, and Construction. Includes press releases, property notifications and community meetings
Environmental Monitoring	\$ 1,700,000.00	SWPPP, BMP, and Mitigation Monitoring
Property Acquisition and Management	\$ 1,600,000.00	Acquisition consultants, preparation of easement and deed documents, property management, relocation oversight and coordination, appraisal reports
Construction Support/Labor Compliance	\$ 1,600,000.00	Cost include Project Management, Change Order Processing, Contract Oversight
Construction Management	\$ 20,000,000.00	Consulting CM Costs
Legal	\$ 1,000,000.00	Legal Fees for emenant domain, construction claims, risk management, contract review, Board actions, and other legal mattersRight of Way. Excludes construction claims.
	\$ 29,525,000.00	

All Costs Exclude the following:

- Caltrans costs
- County costs
- Unknown Third/Private Party Claims
- Project Insurance (Excess Liability)

AGREEMENT

Regarding SERVICES to be performed by San Gabriel Valley Council of Governments (SGVCOG) on behalf of Los Angeles County Metropolitan Transportation Authority (LACMTA) for construction of improvements at the SR-57/SR-60 Interchange (PROJECT)

THIS AGREEMENT effective this ____ day of August, 2018, by and between the Los Angeles County Metropolitan Transportation Authority, hereinafter referred to as "LACMTA", and the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority, hereinafter referred to as "SGVCOG", with the LACMTA and SGVCOG also each individually referred to herein as "PARTY" and collectively as "PARTIES".

WITNESSETH

WHEREAS, certain improvements to the confluence of State Route 57 and State Route 60 are being designed and constructed, hereinafter referred to as "PROJECT" as described in Exhibit "A"; and

WHEREAS, LACMTA desires that SGVCOG perform the following SERVICES as described in Exhibit "B": coordinate utility relocations, acquire rights-of-way on behalf of LACMTA, and administer the bid, award and construction of the PROJECT; and

WHEREAS, LACMTA will reimburse SGVCOG for the actual costs SGVCOG incurs for the SERVICES performed in conjunction with this AGREEMENT up to a not to exceed amount of \$29,525,000;

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

SECTION I – GENERAL TERMS

1. TERM of AGREEMENT

The term of this AGREEMENT shall commence on the Effective Date of this AGREEMENT, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon SERVICES have been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to SGVCOG. All eligible Project expenses incurred after the AGREEMENT Effective Date shall be reimbursed in accordance with the terms and conditions of this AGREEMENT unless otherwise agreed to by the parties in writing.

2. SUSPENSION or TERMINATION

Should LACMTA determine there are insufficient funds available for the Project, LACMTA may suspend or terminate this AGREEMENT by giving written notice to SGVCOG at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse SGVCOG any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project.

3. ESTIMATED COST of SERVICES

The estimated not to exceed amount of allowable PROJECT right-of-way and easement acquisition, construction, and construction management costs for the SERVICES described in Exhibit “B” is \$29,525,000 based on the attached Fee Estimate (Exhibit “C”) negotiated between both PARTIES. The not to exceed amount specified herein may be adjusted to account for changes in the scope of work during the design phase, actual costs of right-of-way, actual bid prices, or change orders during the construction phase if PARTIES agree in writing. All incurred expenses and other direct costs (ODCs) will be actual cost with no mark-up (i.e., actual “pass-through” costs). SGVCOG burdened labor costs will be calculated based on the SGVCOG audited overhead rate applied to actual direct labor costs using “raw” hourly rates for each employee.

4. INVOICE by SGVCOG

Unless otherwise stated in this AGREEMENT, the Monthly Invoice & Progress Report, with supporting documentation of costs, Project progress and other documents as required, which have been pre-approved by LACMTA, all as described in Section 6 of this AGREEMENT, shall satisfy LACMTA invoicing requirements for the SERVICES. SGVCOG shall only submit for payment the LACMTA pre-approved Monthly Progress Report & Invoice to the LACMTA Project Manager and to LACMTA Account Payable Department as shown below. SGVCOG must provide detailed supporting documentation with its Monthly Invoice & Progress Reports. LACMTA will make all necessary efforts to pay SGVCOG invoices within 30 days of receipt. Submit invoice with supporting documentation to:

accountspayable@metro.net

And mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# 475002 and AGREEMENT#
Bruce Schmith; Mail Stop 99-18-2

5. USE of FUNDS

- a. SGVCOG shall utilize the funds to complete the SERVICES as described in Exhibit “B” and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Measure M Ordinance.
- b. The Funds, as granted under this AGREEMENT, can only be used towards completion of SERVICES as described in Exhibit “B”.
- c. SGVCOG shall not use the funds to substitute for any other funds or projects not specified in this AGREEMENT. Further, SGVCOG shall not use the funds for any expenses or activities above and beyond the approved SERVICES without an amendment to the AGREEMENT approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides SGVCOG with bond or commercial paper proceeds, such funds may not be used to reimburse for any costs that

jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

- d. SGVCOG must use the funds in the most cost-effective manner. If SGVCOG intends to use a consultant or contractor to implement all or part of the SERVICES, LACMTA requires that such activities be procured in accordance with LACMTA's contracting procedures and consistent with State law as appropriate. SGVCOG will also use the funds in the most cost-effective manner when the funds are used to pay "in-house" staff time. SGVCOG staff or consultant with project oversight roles cannot award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

6. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Invoice & Progress Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to SGVCOG. SGVCOG must complete the ACH form and submit such form to LACMTA before payments can be made.

7. REPORTING and AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

- a. LACMTA, and/or its designee, shall have the right to conduct audits of the SERVICES performed by SGVCOG as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the SGVCOG is ready for a final audit (meaning all costs and charges have been paid by SGVCOG and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the AGREEMENT period under review). SGVCOG agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). SGVCOG shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The allowability of costs for SGVCOG's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for SGVCOG's contractors, consultants and suppliers expenditures submitted to LACMTA through SGVCOG's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require SGVCOG to return monies to LACMTA, SGVCOG agrees to return the monies within thirty (30) days after the final audit is sent to SGVCOG.
- b. SGVCOG's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the SERVICES (all collectively referred to as "records"). Such records shall be open to

inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by SGVCOG for three years following final payment under this AGREEMENT.

- c. SGVCOG shall cause all contractors to comply with the requirements of paragraphs 7.a and 7.b above. SGVCOG shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.
- d. LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of SGVCOG and its contractors related to the Project, and shall be allowed to interview any employee of SGVCOG and its contractors through final payment to the extent reasonably practicable.
- e. LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of SGVCOG and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this AGREEMENT.
- f. When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration (GSA) Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.
- g. SGVCOG shall be responsible for ensuring all contractors and subcontractors for the Project comply with the terms of the Measure M Ordinance. SGVCOG shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Measure M Ordinance.
- h. SGVCOG shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this AGREEMENT.
- i. SGVCOG shall also certify final costs of the SERVICES to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this AGREEMENT.
- j. In addition to LACMTA's other remedies as provided in this AGREEMENT, LACMTA may withhold funds if the LACMTA audit has determined that SGVCOG failed to comply with and/or is severely out of compliance with the terms and conditions as defined by this AGREEMENT, including the access to records provisions.

8. COMMUNICATIONS

- a. SGVCOG shall ensure that all “Communication Materials” contain recognition of LACMTA’s contribution to the Project as more particularly set forth in “Funding Agreement Communications Materials Guidelines” available online or from the LACMTA Project Manager. The “Funding Agreement Communications Materials Guidelines” may be changed from time to time during the course of this Agreement. SGVCOG shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.
- b. For purposes of this Agreement, “Communications Materials” include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of “Communications Materials” is found in the “Funding Agreement Communications Materials Guidelines.”
- c. The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.
- d. SGVCOG shall ensure that any subcontractor, including but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.
- e. The LACMTA Project Manager shall be responsible for monitoring SGVCOG compliance with the terms and conditions of this Section. SGVCOG’s failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

SECTION II – OTHER TERMS & CONDITIONS

IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. Should any portion of 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 notwithstanding other provisions of this AGREEMENT.
- 2. That advertisement and construction by SGVCOG of PROJECT work shall not commence until LACMTA's final construction plans have been reviewed and approved by Caltrans.
- 3. If the location of existing facilities of public and/or private utilities conflicts with the construction of PROJECT, SGVCOG will identify such facilities located within LACMTA’s or Caltrans right-of-way and request that the LACMTA or Caltrans enforce available rights under existing franchise agreements or encroachment permits held by LACMTA or Caltrans for facilities’ protection, relocation, or removal at no cost to SGVCOG. LACMTA may choose to authorize SGVCOG to

coordinate and inspect such protection, relocation, or removal work, at LACMTA's discretion. Nothing in this AGREEMENT shall restrict or affect LACMTA's or SGVCOG'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.

4. That in the construction of PROJECT, SGVCOG will furnish a resident engineer (subject to approval by LACMTA) to oversee PROJECT construction and LACMTA 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 directive for all PROJECT work. If material changes to the approved plans and specifications will impact PROJECT, the SGVCOG resident engineer will obtain the LACMTA's representative approval before authorizing said changes. Change Orders/Modifications and settlement of Claims must follow the LACMTA Board Approval process.
5. Prior to SGVCOG acceptance of PROJECT, as completed, under the terms of the PROJECT's construction contract, SGVCOG will confer with LACMTA in good faith to obtain LACMTA's written concurrence that the PROJECT has been completed in substantial conformance with the approved plans and specifications. It is understood that LACMTA will not unreasonably withhold such written concurrence which shall constitute LACMTA's acceptance of PROJECT.
6. SGVCOG, and it's respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "SGVCOG INDEMNITEES") shall have no liability to LACMTA for, and LACMTA, pursuant to Government Code Section 895.4, shall indemnify, defend (using legal counsel of LACMTA's own choosing), protect and hold harmless SGVCOG INDEMNITEES, from and against any liabilities, as defined in Section III, Paragraph 8, or legal challenges to the PROJECT arising out of any act or omission by LACMTA or any person acting on behalf of LACMTA under or in connection with any work, authority, or breach of any obligation under this AGREEMENT or work activities associated with the PROJECT and delegated to LACMTA under this AGREEMENT. Any rights of LACMTA to inspect, review, and/or approve of PROJECT design or construction shall not signify that SGVCOG relinquishes management or control over such design or construction.
7. LACMTA, its special districts and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "LACMTA INDEMNITEES") shall have no liability to SGVCOG for, and SGVCOG, pursuant to Government Code Section 895.4, shall indemnify, defend (using legal counsel of SGVCOG's own choosing), protect and hold harmless LACMTA INDEMNITEES from and against, any liabilities, as defined in Section III, Paragraph 8, or legal challenges to the PROJECT arising out of any act or omission by SGVCOG or any person acting on behalf of SGVCOG under or in connection with any work, authority, or breach of any obligation under the AGREEMENT or work activities associated with the PROJECT and delegated to SGVCOG under this AGREEMENT.
8. The term "liabilities" used in Section III, Paragraphs 6 and 7, 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).

9. Neither PARTY shall be liable to the other for any damages, delay costs, nor 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. If either PARTY fails to perform a material part of this AGREEMENT, the non-breaching PARTY may notify the breaching PARTY in writing. Within thirty (30) days of such written notification, the breaching PARTY shall commence curing such breach and shall diligently pursue such cure to completion. If the breaching party fails to pursue such cure to completion, the breaching PARTY shall be in default under the terms of this AGREEMENT. In the event of a default, the non-breaching PARTY may pursue any legal or equitable remedies available to it including specific performance and the non-breaching PARTY shall have no obligation to make any payments to or undertake any work for the breaching PARTY until and unless the default is cured.
11. 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, sent by facsimile transmission with telephonic confirmation of actual receipt and the original subsequently delivered by other means, 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 LACMTA: LACMTA
One Gateway Plaza
Mail Stop: 99-18-2
Los Angeles, CA 90012-2952
Attention: Bruce Schmith
213-418-3367
schmithb@metro.net

To SGVCOG: San Gabriel Valley Council of Governments
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
Attention: Mark Christoffels
626-962-9292
mchristoffels@sgvcog.org

12. 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.
13. 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.
14. 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 one or both of the PARTIES would be materially affected or abridged by such interpretation.
15. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of

California.

16. No assignment of this AGREEMENT shall relieve the assigning PARTY of its obligations under this AGREEMENT 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.
17. Any waiver, modification, consent or acquiescence with respect to any term of this AGREEMENT will be set forth in writing and duly executed by the PARTY to be bound thereby. No waiver of any breach hereunder will be deemed a waiver of any other or subsequent breach.
18. Neither SGVCOG nor LACMTA intend that there be a third-party beneficiary to this AGREEMENT.
19. Both SGVCOG and LACMTA will act in good faith in their individual performances under the terms of this AGREEMENT, including taking reasonable steps to mitigate costs.

Exhibit "A" – PROJECT

The proposed LACMTA requested improvements consist of the construction of:

A new bypass ramp to Grand Ave from Eastbound SR-60, reconfiguring the south half of the Grand Avenue interchange from a diamond to a par-clo configuration including replacing the overcrossing, and an eastbound C-D road from the Grand Ave interchange to east of Diamond Bar Boulevard along SR-60. Structural improvements include new soundwalls and retaining walls, replacing/realigning the NB SR-57 to EB SR-60 Bridge over Golden Springs Drive & new EB SR-60 to Grand Avenue Bypass Ramp (Golden Springs Drive Undercrossing), replacing the Grand Avenue Overcrossing, and a new bridge viaduct for the EB SR-60 On-Ramp Bypass from Grand Avenue. Other improvements include: ramp metering, utility relocations, and survey and removal of aerially deposited lead (ADL) or other hazardous material.

The Project is expected to have impacts to a Los Angeles (LA) County-owned golf course and a number of commercial and residential properties as well as existing utilities within the Project footprint. Several permits need to be obtained from environmental agencies and encroachment permits for construction from the County of Los Angeles and the City of Diamond Bar. Acquisitions of 15+ parcels, 15+ permanent easements, 18+ Temporary Construction Easements (TCE's) and relinquishment of 2 city parcels to Caltrans are anticipated.

Exhibit "B" – SERVICES

To be performed by SGVCOG:

1. To acquire on behalf of the LACMTA the necessary rights-of-way and easements required for PROJECT and to transfer same to State after PROJECT completion if not already acquired in State's name. Upon project completion, any excess property will be sold or transferred by SGVCOG to State or other agency.
2. To perform necessary environmental investigations related to hazardous materials or waste required prior to remediation and perform remediation work for hazardous materials or waste (if any) present on any rights-of-way or easements required for PROJECT that will not be remediated by construction contractor or Caltrans (HM-1 hazardous material within State right-of-way).
3. To obtain all required authorizations and permits from government agencies necessary to construct the PROJECT that are not being acquired by LACMTA's design consultant.
4. To perform a bid solicitation for PROJECT in accordance with LACMTA procurement requirements.
5. To award a construction contract for PROJECT following LACMTA procurement requirements.
6. To provide all required construction management and inspection for PROJECT (approval of personnel both by SVGCOG & LACMTA).
7. To track all associated right-of-way and easement acquisition, construction, and construction management costs for PROJECT following LACMTA procedures and audit guidelines.
8. To invoice the LACMTA for right-of-way, construction and related construction management costs on a monthly basis or upon completion of designated (in advance) milestones in accordance with this AGREEMENT.
9. To invoice the LACMTA for the cost of utility relocations, identified and detailed during the PS&E Phase and relocated in advance of the construction contract, on a monthly basis or upon completion of designated (in advance) milestones in accordance with this AGREEMENT.
10. Upon completion of PROJECT, to furnish Caltrans with as-built plans of PROJECT within 90 days of construction contract acceptance.
11. To furnish an accounting of final actual cost for PROJECT and provide LACMTA an invoice for the same within one hundred twenty (120) days after acceptance of PROJECT by SGVCOG and LACMTA per the requirements in Section I.7.

To be performed by LACMTA:

1. To prepare all required preliminary and final plans, specifications, and cost estimates for PROJECT, and to deliver final bid package (approved plans, specifications, and cost estimates, including "boilerplate") to SGVCOG for its use to solicit bids, award and construct the PROJECT.
2. To act as lead agency and obtain all applicable environmental approvals and permits as required from Federal, State, and local agencies for the PROJECT except that all permits and approvals for hazardous waste or material investigations or remediation work or those required prior to

construction that are not the contractor's responsibility, will be the responsibility of SGVCOG or Caltrans (HM-1 hazardous material within State right-of-way).

3. After acceptance of PROJECT by LACMTA, to accept, or have Caltrans accept, all rights-of-way and easements acquired for PROJECT by SGVCOG.
4. To enforce available rights under existing franchise agreements if existing public and/or private utilities conflict with the construction of PROJECT.



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels
Chief Engineer

Date: January 28, 2019

SUBJECT: Receive and File: Quarterly Project Progress Reports

RECOMMENDATION: Receive and file the ACE Program and other SGVCOG Capital Projects Quarterly Progress Reports for the period covering the 2nd quarter of Fiscal Year 2019.

BACKGROUND: To keep the Capital Projects and Construction Committee as well as the interested public informed about our progress in designing and constructing the projects in the adopted ACE program as well as other Capital Projects being managed by the SGVCOG, staff prepares and submits to the Committee progress reports on a quarterly basis. The attached reports are prepared by the Project Managers for each respective active project and provide a one-page summary of expenditures, schedules, work completed and to be done, as well as any areas of concerns. In addition to these reports, staff will make an oral presentation to provide updates on the following for the period from October 1, 2018 through December 31, 2018:

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

LOCATION: SR-57 / SR-60 Confluence	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: WKE	CONTRACTOR: TBD

PHOTO Traffic at confluence	WORK COMPLETED PAST QUARTER
	<p>30% design work completed</p> <p>Met with County Parks Dept re golf course modifications</p>

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	0%	\$0.0	\$0.0	<i>Environmental</i>			
				CEQA/NEPA	Jun-17	Jun-17	
RIGHT-OF-WAY	0%	\$0.0	\$0.0	<i>Design</i>			
				Notice To Proceed	Sep-18	Sep-18	
				Final PS&E Complete	Sep-21	Sep-21	
CONSTRUCTION	0%	\$0.0	\$0.0	<i>Right-of-Way</i>			
				All Parcels Available	Jan-23	Jan-23	
TOTAL	0%	\$0.0	\$0.0	<i>Construction</i>			
				Notice To Proceed	Jan-24	Jan-24	
				Construction Complete	Jan-28	Jan-28	

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
None				<p>Identify utility conflicts</p> <p>Identify storm drain modifications</p> <p>Identify parcel takes</p> <p>Coordinate work with LA County Parks for golf course modifications</p>			
ROW ACQUISITION	Plan	Acquired	Remaining	Execute cooperative agreement between SGVCOG and Metro			
o Permanent Parcels	TBD	TBD	0				
o Temporary Parcels	TBD	TBD	0				
o Total Parcels	0	0	0				

**ALAMEDA CORRIDOR-EAST PROJECT
AT-GRADE CROSSING SAFETY IMPROVEMENTS (City of Pomona)**

As of December 2018

LOCATION: Pomona	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: Railpros	CONTRACTOR: TBD

PHOTO Pedestrian Crossing at Main Street	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> Completed the 65% Design Plans and Submitted for Stakeholder Review Completed Additional Utility Locating and Research Continued Coordination with Utility Companies Continued with Design towards 95% Stage

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	60%	\$4.5	\$2.8	<i>Environmental</i>			
				Statutory Exemption	Feb-18	Feb-18 A	
RIGHT-OF-WAY	0%	\$1.1	\$0.0	<i>Design</i>			
				Notice To Proceed	May-15 A	May-15 A	
				Final PS&E Complete	May-19	May-19	0
CONSTRUCTION	0%	\$17.4	\$0.0	<i>Right-of-Way</i>			
				All Parcels Available	N/A	N/A	
TOTAL	12%	\$22.9	\$2.8	<i>Construction</i>			
				Notice To Proceed	Jan-20	Jan-20	0
				Construction Complete	Dec-20	Dec-20	0

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
				<ul style="list-style-type: none"> Receive and Respond to Stakeholder Comments on 65% Plans Apply for ROE for Utility Potholing in UPRR ROW Perform Utility Potholing Continue Coordination with Utility Companies Complete Hydraulics and Hydrology Study Addressing Palomares Drainage Issue Draft Construction, Operations, and Maintenance Agreements 			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	0	0	0				
o Temporary Parcels	0	0	0				
o Total Parcels	0	0	0				

**ALAMEDA CORRIDOR-EAST PROJECT
GRADE SEPARATION - DURFEE AVENUE (City of Pico Rivera)**

As of December 2018

LOCATION: Pico Rivera	CONSTRUCTION MANAGER: PreScience
DESIGN CONSULTANT: URS	CONTRACTOR: Riverside Construction Co.

PHOTO Traffic Back-up at Crossing	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> Continued Stakeholder, Utility, and Other Agency Coordination Resubmitted final package to UPRR for approval Continued ROW Acquisition Continued Coordination with Private Property Owners for Final Approval of Site Improvements Provided support for eminent domain legal proceedings Awarded project to apparent, lowest, responsible, responsive bidder

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	91%	\$10.3	\$9.3	<i>Environmental</i>			
				NEPA/CEQA	Jul-14 A	Jul-14 A	
RIGHT-OF-WAY	75%	\$25.7	\$20.1	<i>Design</i>			
				Notice To Proceed	Oct-12 A	Oct-12 A	
				Final PS&E Complete	Aug-18	Aug-18	0
CONSTRUCTION	0%	\$69.6	\$0.0	<i>Right-of-Way</i>			
				All Parcels Available	May-18 A	May-18 A	
TOTAL	28%	\$105.5	\$29.4	<i>Construction</i>			
				Notice To Proceed	Dec-18	Dec-18	0
				Construction Complete	Sep-21	Sep-21	0

AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD
<ul style="list-style-type: none"> SCE and Frontier Work may potentially delay our work. 	<ul style="list-style-type: none"> Submit award package to Caltrans, execute contract with Contractor Continue Stakeholder, Utility, and Other Agency Coordination Continue ROW Acquisition Provide support for eminent domain legal proceedings Complete Permit Reviews Issue LNTP/NTP to Contractor.

ROW ACQUISITION	Plan	Acquired	Remaining
o Permanent Parcels	44	17	27
o Temporary Parcels	28	11	17
o Total Parcels	72	28	44

**ALAMEDA CORRIDOR-EAST PROJECT
GRADE SEPARATION - FAIRWAY AVENUE (LA Sub)(City of Industry)**

As of December 2018

LOCATION: City of Industry	CONSTRUCTION MANAGER: PB Americas
DESIGN CONSULTANT: CH2M Hill	CONTRACTOR: OHL USA

PHOTO Intersection Grading	WORK COMPLETED PAST QUARTER
	<p>Completed Fairway Drive/Walnut Dr. intersection and opened to traffic.</p> <p>Completed the SCGC 30" Transmission line relocation</p> <p>Completed grading along the UPRR ROW for the shoo-fly track work</p> <p>Began layout sub-ballast along UPRR ROW for the shoo-fly track work</p> <p>Completed the street light work along Walnut Drive</p> <p>Lemon Avenue Ramps Construction:-</p> <p>Continued on the Phase 2 landscaping and signal work</p>

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	100%	\$8.2	\$8.2	<i>Environmental</i>			
				IS/ND	Oct-12 A	Oct-12 A	
RIGHT-OF-WAY	77%	\$37.2	\$27.8	<i>Design</i>			
				Notice To Proceed	Apr-11 A	Apr-11 A	
				Final PS&E Complete	Jul-14 A	Jul-14 A	
CONSTRUCTION	52%	\$141.4	\$81.6	<i>Right-of-Way</i>			
				All Parcels Available	Apr-14 A	Apr-14 A	
TOTAL	63%	\$186.9	\$117.5	<i>Construction</i>			
				Notice To Proceed	Dec-14 A	Dec-14 A	
				Construction Complete	Jul-21	Jul-21	0

AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD
Fairway - shoofly needs to be approved by UPRR to avoid project delay.	Need to get start on the shoofly track work to catch the Jan 2019 cut over schedule.

ROW ACQUISITION	Plan	Acquired	Remaining
o Permanent Parcels	43	13	30
o Temporary Parcels	27	14	13
o Total Parcels	70	27	43

**ALAMEDA CORRIDOR-EAST PHASE II
GRADE SEPARATION - FULLERTON ROAD (City of Industry)**

As of December 2018

LOCATION: City of Industry	CONSTRUCTION MANAGER: Berg & Associates
DESIGN CONSULTANT: Biggs Cardosa Associates	CONTRACTOR: Shimmick Construction Co

PHOTO North Fullerton Road Storm Drain	WORK COMPLETED PAST QUARTER
	<p>Completed 90% LACSD sewer line work</p> <p>Completed large sections of storm drain north of UPRR tracks</p>

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	100%	\$10.7	\$10.7	Environmental			
				Categorical Exemption IS/ND	Oct-13 A	Oct-13 A	
RIGHT-OF-WAY	96%	\$27.4	\$24.5	Design			
				Notice To Proceed	Oct-12 A	Oct-12 A	
				Final PS&E Complete	Dec-15 A	Dec-15 A	
CONSTRUCTION	29%	\$114.3	\$33.6	Right-of-Way			
				All Parcels Available	Oct-15 A	Oct-15 A	
TOTAL	45%	\$152.4	\$68.8	Construction			
				Notice To Proceed	Jul-16 A	Jul-16 A	
				Construction Complete	Jun-21	Jun-21	0

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
<p>Need final track lay-out approval from UPRR</p> <p>Need UPRR structures approval of shoring & storm drain box</p> <p>Need to have Caltrans approve concrete paving at 60 freeway</p>				<p>Complete Fullerton Road widening at the 60 freeway</p> <p>Complete storm drain work north of Railroad Street</p> <p>Complete LACSD sewer main (siphon) relocation work</p> <p>Start Gale Avenue improvements</p>			
ROW ACQUISITION	Plan	Acquired	Remaining	Initiate gas transmission line relocation			
o Permanent Parcels	35	25	10	Initiate shoofly grading and hazardous soil removal			
o Temporary Parcels	18	17	1				
o Total Parcels	53	42	11				

**ALAMEDA CORRIDOR-EAST PROJECT
MAPLE OVERHEAD CROSSING (City of Montebello)**

As of December 2018

LOCATION: Montebello	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: Moffat & Nichol	CONTRACTOR: TBD

PHOTO Rendering of Pedestrian Structure	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> Continued the Right-of-Way Acquisition Phase Continued Coordination with Stakeholders and Impacted Property Owners

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	35%	\$3.5	\$0.0	<i>Environmental</i>			
				CEQA/NEPA			
RIGHT-OF-WAY	0%	\$7.4	\$0.1	<i>Design</i>			
				Notice To Proceed			
				Final PS&E Complete			0
CONSTRUCTION	0%	\$13.6	\$0.0	<i>Right-of-Way</i>			
				All Parcels Available			0
TOTAL	0%	\$24.5	\$0.1	<i>Construction</i>			
				Notice To Proceed			0
				Construction Complete			0

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
Final Design on hold until revised At-Grade Improvements are approved by CPUC, FRA, and UPRR.				<ul style="list-style-type: none"> Submit 35% Plans to UPRR Complete Negotiation of the Final Design Phase Scope and Fee Begin the 65% Design Phase Continue the Right-of-Way Acquisition Phase Continue Coordination with Stakeholders and Impacted Property Owners Obtain Right-of-Entry from School District for Geotech Investigation Perform Additional Soil Borings and Complete Geotechnical Foundation Reports 			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	TBD	TBD	0				
o Temporary Parcels	TBD	TBD	0				
o Total Parcels	0	0	0				

**ALAMEDA CORRIDOR-EAST PROJECT
AT-GRADE CROSSING SAFETY IMPROVEMENTS (City of Montebello)**

As of December 2018

LOCATION: Montebello	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: Moffat & Nichol	CONTRACTOR: TBD

PHOTO Maple Avenue At-Grade Crossing	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> Worked to resolve comments from the Diagnostic Meeting requiring significant changes to scope Began working on Traffic Study Addendum required for Project rescoping Met with City staff, including Police and Fire Chiefs, to discuss alternative corridor project design

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	35%	\$1.1	\$0.1	<i>Environmental</i>			
				CEQA/NEPA			
RIGHT-OF-WAY	0%	\$0.0	\$0.0	<i>Design</i>			
				Notice To Proceed			
				Final PS&E Complete			0
CONSTRUCTION	0%	\$5.9	\$0.0	<i>Right-of-Way</i>			
				All Parcels Available			0
TOTAL	1%	\$7.0	\$0.1	<i>Construction</i>			
				Notice To Proceed			0
				Construction Complete			0

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
Comments by the FRA, CPUC, and UPRR at a recent Diagnostic Meeting require significant changes in the scope of work for the three crossings in order for the improvements to be acceptable to these entities and for the City to be able to consider a Quiet Zone in the future.				<ul style="list-style-type: none"> Resolve significant comments from the Diagnostic Meeting prior to beginning the 65% Design Phase Complete Traffic Study Addendum 			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	TBD	TBD	0				
o Temporary Parcels	TBD	TBD	0				
o Total Parcels	0	0	0				

**ALAMEDA CORRIDOR-EAST PROJECT
GRADE SEPARATION - MONTEBELLO BLVD. (City of Montebello)**

As of December 2018

LOCATION: Montebello	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: Moffat & Nichol	CONTRACTOR: TBD

PHOTO Montebello Boulevard	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> Continued the 65% Design Phase Continued the Right-of-Way Acquisition Phase Obtained Additional Right-of-Entries for Phase II Site Investigation Completed two Phase II Site Investigations Continued Coordination with Stakeholders and Impacted Property Owners

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	35%	\$20.2	\$6.9	Environmental			
				CEQA/NEPA	May-18	Nov-17 A	
RIGHT-OF-WAY	5%	\$33.5	\$0.8	Design			
				Notice To Proceed	Sep-15 A	Sep-15 A	
				Final PS&E Complete	Jan-20	Jan-20	0
CONSTRUCTION	0%	\$79.6	\$0.0	Right-of-Way			
				All Parcels Available	Jan-20	Jan-20	0
TOTAL	6%	\$133.3	\$7.7	Construction			
				Notice To Proceed	Jun-20	Jun-20	0
				Construction Complete	Jun-23	Jun-23	0

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
				<ul style="list-style-type: none"> Continue the 65% Design Phase Continue the Right-of-Way Acquisition Phase Obtain Remaining Right-of-Entries for Phase II Site Investigation Complete the Phase II Site Investigations Continue Coordination with Stakeholders and Impacted Property Owners Perform Remaining Soil Borings and Complete Geotechnical Foundation Reports 			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	26	1	25				
o Temporary Parcels	44	0	44				
o Total Parcels	70	1	69				

**SGVCOG
RIO HONDO LOAD REDUCTION STRATEGY**

As of December 2018

LOCATION: Various	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: CWE	CONTRACTOR: TBD

PHOTO	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> Initiated environmental studies Initiated utility mapping Requested boring permits from LA County Met with San District regarding capacity availability Drafted conceptual plans Held required SB485 meeting with San Gabriel Water Master

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	0%	\$0.0	\$0.0	Environmental			
				CEQA/NEPA	Mar-19	Mar-19	
RIGHT-OF-WAY	0%	\$0.0	\$0.0	Design			
				Notice To Proceed	Oct-18	Oct-18	
				Final PS&E Complete	Feb-19	Feb-19	
CONSTRUCTION	0%	\$0.0	\$0.0	Right-of-Way			
				All Parcels Available	Oct-19	Oct-19	
TOTAL	0%	\$0.0	\$0.0	Construction			
				Notice To Proceed	Dec-19	Dec-19	
				Construction Complete	Dec-20	Dec-20	

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
LA County has yet to issue needed encroachment permits				<ul style="list-style-type: none"> Obtain soil boring and complete geotechnical reports Obtain hydrology from LACFCD Get consensus on design options Complete base mapping 			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	TBD	TBD	0				
o Temporary Parcels	TBD	TBD	0				
o Total Parcels	0	0	0				

**ALAMEDA CORRIDOR-EAST PROJECT
GRADE SEPARATION - TURNBULL CANYON ROAD (LA SUB)**

As of December 2018

LOCATION: City of Industry	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: HNTB	CONTRACTOR: TBD

PHOTO Turnbull Overpass Rendering	WORK COMPLETED PAST QUARTER
	Submitted 35% to City, County, and UPRR Submitted Army Corp of Engineering Environmental Package NEPA application to Caltrans was accepted. CPUC Field Diagnostic Meeting conducted. Value Engineering Analysis conducted.

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	15%	\$10.1	\$2.2	Environmental			
				Statutory Exemption	Mar-19	Mar-19	0
RIGHT-OF-WAY	0%	\$33.9	\$0.0	Design			
				NTP for Prel Design	Feb-17A	Feb-17A	
				Complete Prel Design	May-18	Jun-18 A	
CONSTRUCTION	0%	\$42.3	\$0.0	100 % Submittal	Jun-19	Jun-19	0
				Right-of-Way			
				All Parcels Available	Oct-19	Oct-19	0
TOTAL	3%	\$86.2	\$2.2	Construction			
				Notice To Proceed	Dec-19	Dec-19	0
				Construction Complete	Sep-22	Sep-22	0

AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD
San Jose Creek Bridge design is critical path.	Comments from 35% is needed to further progress the project. Will begin to meet with property owners impacted by the project. NEPA Technical material to be submitted to Caltrans

ROW ACQUISITION	Plan	Acquired	Remaining
o Permanent Parcels	TBD	TBD	0
o Temporary Parcels	TBD	TBD	0
o Total Parcels	0	0	0



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels
Chief Engineer

Date: January 28, 2019

SUBJECT: Receive and File: Environmental Mitigation Monitoring Reports

RECOMMENDATION: Receive and file the ACE Projects Environmental Mitigation Monitoring Reports for the period covering the 2nd quarter of Fiscal Year 2019.

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

Construction Mitigation Measure Matrix
Alameda Corridor-East Project
2nd Quarter Report (October 1, 2018 – December 31, 2018)
Fairway Drive Grade Separation Project

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

Mitigation Measure	Mitigation Complete	
	YES	NO
<u>Archaeo & Paleo Monitoring</u>		
7. Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/> Worker education briefing was conducted on October 5, 2015	
8. Conduct Paleontological Monitoring where excavation exceeds 1.5 meters (5 ft.) below ground surface (may be reduced as warranted)	<input checked="" type="checkbox"/> Paleontological monitoring is being conducted on an as-needed basis.	
9. Plan in place for preservation and curation of significant paleontologic resources that may be discovered	<input checked="" type="checkbox"/> Archaeo/Paleo Resource Monitoring, Mitigation and Curation Plan, LSA, January 30, 2015	

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

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

Water Quality & Erosion

		YES	NO
16.	No detrimental discharge into drainages and bodies of water	<input checked="" type="checkbox"/>	
17.	A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	<input checked="" type="checkbox"/>	
18.	Construction BMPs used to minimize erosion per SWPPP	<input checked="" type="checkbox"/>	
19.	Retaining walls constructed for long-term slope stabilization	<input checked="" type="checkbox"/>	
20.	Erosion prevention planting used in conjunction with a geofabric, where feasible	<input checked="" type="checkbox"/>	

Hazardous Material/Wastes

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

in accordance with federal, state, and local regulations		
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Biological Resources

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

General Construction Conditions

	YES	NO
25. On-site construction manager available at all times	<input checked="" type="checkbox"/>	
26. Minimize interruption to utility services	<input checked="" type="checkbox"/>	
27. Mobile and stationary equipment maintained in proper working order	<input checked="" type="checkbox"/>	
28. Non-potable water used for construction activities, when feasible		<input checked="" type="checkbox"/> Non-potable water is not available nearby

Traffic

	YES	NO
29. Construction coordinated with other major public or private construction projects within a one-mile radius and construction contracts scheduled to avoid overlapping major activities	<input checked="" type="checkbox"/> Ongoing coordination with the Lemon On/off-ramp project.	
30. Haul route should minimize intrusion to residential areas	<input checked="" type="checkbox"/>	
31. Bridge construction that requires street closure scheduled so only one crossing in an area is affected at one time	<input checked="" type="checkbox"/> Fairway is closed between Walnut Dr and Business Pkwy	
32. Local residents and businesses notified in advance of proposed construction activities and road closures	<input checked="" type="checkbox"/>	
33. Detour route to bypass construction area provided during Fairway Drive closure for bridge construction	<input checked="" type="checkbox"/> Fairway is closed and detour signs are in place	
34. Advance notice of proposed transit reroutes and any other changes in stops and service made	<input checked="" type="checkbox"/> Ongoing coordination with LA Metro and Foothill Transit	
35. Traffic handling plans approved by the City of Industry	<input checked="" type="checkbox"/>	
36. Coordinate with City of Industry, LA County and Caltrans to provide advance notice of proposed traffic detours and their duration to the public	<input checked="" type="checkbox"/>	
37. Coordination with Caltrans (including frwy signage) and City of Industry to ensure acceptable traffic operations are maintained on SR-60 segment from WB off-ramp to intersection of Fairway Drive and Gale Avenue/Walnut Drive	<input checked="" type="checkbox"/>	

Public Contacts Quarterly Report

DATE	CONTACT	QUERY	RESOLUTION
10/2/18	Resident	Inquiry regarding Fairway Dr. ramp re-opening.	Information provided.
10/15/18	Business	Inquiry regarding Fairway Dr. ramp re-opening.	Information provided.
10/24/18	Business	Complaint regarding long queues during construction and traffic blocking driveway; request for pavement markings in front of driveway.	Request referred to LACDPW.
10/29/18	Business	Inquiry regarding Fairway Dr. ramp re-opening.	Information provided.
10/30/18	Resident	Inquiry regarding Fairway Dr. ramp re-opening.	Information provided.
11/3/18	Resident	Inquiry regarding Fairway Dr. roadway and ramp re-opening.	Information provided.
11/3/18	Resident	Complaint regarding Fairway Dr. ramp closure and inquiry regarding re-opening date.	Information provided.
11/4/18	Resident	Complaint regarding Fairway Dr. ramp closure and inquiry regarding re-opening date.	Information provided.
11/6/18	Resident	Inquiry regarding Fairway Dr. roadway and ramp re-opening.	Information provided.
11/9/18	Resident	Inquiry regarding Fairway Dr. roadway and ramp re-opening.	Information provided.



Construction Mitigation Measure Matrix
Alameda Corridor-East Project
2nd Quarter Report (October 1, 2018 – December 31, 2018)
Fullerton Road Grade Separation Project

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

Mitigation Measure	Mitigation Complete	
	YES	NO
<u>Archaeo & Paleo Monitoring</u>		
7. Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/> The briefing was completed on January 15, 2018.	
8. Conduct Paleontological Monitoring where excavation exceeds 1.5 meters (5 ft.) below ground surface (may be reduced as warranted)	<input checked="" type="checkbox"/> Grade separation excavation monitoring is being conducted on an as needed basis	
9. Plan in place for preservation and curation of significant paleontologic resources that may be discovered	<input checked="" type="checkbox"/> Archaeo/Paleo Resource Monitoring, Mitigation and Curation Plan, LSA, September 19, 2016	

Mitigation Measure	Mitigation Complete	
	YES	NO
<u>Noise & Vibration</u>		
10. Conduct construction in a manner that minimizes noise and maintains noise levels below City limits at noise sensitive land uses	<input checked="" type="checkbox"/>	
11. Use effective noise mufflers on equipment	<input checked="" type="checkbox"/>	
12. Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>	
13. Noise monitoring conducted to demonstrate compliance with noise limits	<input checked="" type="checkbox"/> Noise monitoring is being conducted on an as needed basis. Results are	

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

Water Quality & Erosion

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

Hazardous Material/Wastes

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

Biological Resources

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

General Construction Conditions

	YES	NO
24. On-site construction manager available at all times	<input checked="" type="checkbox"/>	
25. Minimize interruption to utility services	<input checked="" type="checkbox"/>	

26.	Mobile and stationary equipment maintained in proper working order	<input checked="" type="checkbox"/>	
27.	Non-potable water used for construction activities, when feasible		<input checked="" type="checkbox"/> Non-potable water is not available nearby

Traffic

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

Public Contacts Quarterly Report

DATE	CONTACT	QUERY	RESOLUTION
		NONE	