



San Gabriel Valley Council of Governments Capital Projects and Construction Committee

Meeting Agenda

Monday, April 23, 2018 12:00PM

San Gabriel City Hall

425 S. Mission Drive

San Gabriel, CA 91776

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.

San Gabriel 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 (Pages 1 – 4) Action
Committee Meeting Minutes of March 26, 2018
- V. Chairman’s Remarks
- VI. Board Member Comments
- VII. Chief Engineers Monthly Report (Pages 5 – 6) Information
- VIII. Project Construction Progress Reports Information

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

- IX. Approval of Construction, Operation, and Maintenance Agreement with Union Pacific Railroad and the City of Pico Rivera for the Durfee Avenue Grade Separation Project (Pages 7 – 31) Action
- X. Approval to Receive and File Quarterly Project Progress Reports (Pages 32 – 40) Action
- XI. Approval to Receive and File Quarterly Environmental Mitigation Monitoring Reports (Pages 41 – 54) Action
- XII. 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 March 26, 2018 Meeting Minutes

Chairperson Costanzo called the meeting of the San Gabriel Valley Capital Projects and Construction Committee to order at 12:04pm at the San Gabriel City Hall Council Chambers.

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

2. **Roll Call:** Mr. Christoffels called the roll.

In attendance was:

Juli Costanzo, San Gabriel, Chair

Jack Hadjinian, Montebello

Victoria Martinez, El Monte, Vice Chair

Barbara Messina, SGVCOG

Tim Sandoval, Pomona

Staff:

Mark Christoffels, Chief Engineer

Gregory Murphy, Burke, Williams & Sorensen, legal counsel

Deanna Stanley

Amy Hanson

Carlos Monroy

Cecilia Cardenas

Charles Tsang

Melissa Truong

Michelle Arroyo

Paul Hubler

Phil Balmeo

Rachel Korkos

Ricky Choi

Victoria Butler

Guests:

John Burton, LA County Dept. Public Works

Robert Williams, RailPros

Linda Nicklas, Match 90640

Rosemary Torres, Match 90640

Mike Torres, Match 90640

Charlie Nakamoto, Jacobs Engineering

3. **Public Comments** – Linda Nicklas of Match 90640 stated their group was dissatisfied with Member Hadjinian's representation of Montebello on the Committee. Ms. Nicklas requested the Committee consider removing Member Hadjinian as the Montebello representative. She indicated the Montebello project as planned did not appear to be safe for the City.

4. **Approval of the Capital Projects and Construction Committee Meeting Minutes of January 22, 2018** – A motion was made by member Sandoval and seconded by Vice Chair Martinez to approve the January 22, 2018 Capital Projects and Construction Committee Meeting Minutes.

M/S/C/Sandoval/Martinez/Unanimous

5. **Approval of the Capital Projects and Construction Committee Meeting Minutes of February 26, 2018** – A motion was made by member Sandoval and seconded by member Hadjinian to approve the February 26, 2018 Capital Projects and Construction Committee Meeting Minutes.

M/S/C/Sandoval/Hadjinian/Unanimous

6. **Chairman Remarks** – Chairperson Costanzo congratulated Carlos Monroy, Finance Director of ACE for his upcoming retirement. She thanked him for his service and the Board presented Mr. Monroy with plaque of recognition. She indicated that interviews for a new Finance Director will begin the following day.

Chairperson Costanzo thanked staff for the coordination of the recent legislative meetings in Washington D.C. trip which allowed the members to update legislators and their staff with project progress and funding needs.

7. **Board Member Comments** – Member Sandoval expressed his gratitude on behalf of the City of Pomona for the overwhelming support received by Committee member cities and staff after the loss of Pomona Police Officer Gregory Casillas in early March.

8. **Chief Engineer's Monthly Report** – Mr. Christoffels reminded the Committee of the Puente Avenue ribbon cutting ceremony on April 6 at 10:30. He indicated that the recent trip to Washington was the first trip as an integrated agency with the San Gabriel Valley Council of Governments, which was well received.

9. **Project Construction Progress Report** – Charles Tsang reviewed the progress photos for the Fairway project showing the storm drain work completed and soil removal for ramp preparation after Lemon Avenue on/off ramp is open. He reported that the Lemon Avenue project is 99% complete and is scheduled to open mid-April. Victoria Butler reviewed the progress photos for Fullerton Road project showing the pump station installation for the storm drain system. Philip Balmeo reviewed the progress photos for the Puente Avenue Grade separation showing a near complete project. He reviewed photos for the San Gabriel Trench project highlighting the tieback installation along the railroad track and the excavation of Ramona Blvd.

10. **Approval to Receive and File Finance Committee Reports of January 26, 2018** – A motion was made by member Hadjinian and seconded by member Messina to receive and file the Finance Committee reports of January 26, 2018.

M/S/C/Hadjinian/Messina/Unanimous

11. **Approval of the Project Definition Report for the At-Grade Crossing Safety Improvements Project in the City of Pomona** – Project Manager Rachel Korkos presented the At-Grade Crossing Safety Improvements project specifications. She indicated that the project requires five crossing improvements at Hamilton Boulevard, Park Avenue, Main Street, Palomares Street, and San Antonio Avenue crossings that will improve the safety of pedestrians and motorists utilizing the crossings.

She reported that no right-of-way acquisitions are necessary for this project with one encroachment in the public right-of-way that requires removal. She indicated that funding for this project is provided through Measure R funds. She reported the project has received clearance by the California Environmental Quality Act (CEQA), and utility relocation requirements are still under review. She reported that construction is scheduled to begin in 2019 with project completion of December 2020.

A motion was made by member Sandoval and seconded by member Hadjinian to approve the project definition report for the At-Grade Crossing Safety Improvements project in the City of Pomona.

M/S/C/Sandoval/Hadjinian/Unanimous

12. **Approval of an Amendment to RailPros, Inc. Contract for the Design Services of the At-Grade Safety Improvements Project in the City of Pomona** – Mark Christoffels reported that this item is to complete Phase 3 of Final Design of the At-Grade Safety Improvements Project. He reminded the Committee that this contract was approved at the September 26, 2016 meeting for Phase 2 design services. He indicated that the next phase required is for an amount not-to-exceed \$1,499,636 for a new contract value of \$3,236,047. He asked the Committee to make a motion on this item.

A motion was made by member Sandoval and seconded by member Hadjinian to approve an amendment to RailPros, Inc. contract for the design services of the At-Grade Safety Improvements project in the City of Pomona.

M/S/C/Sandoval/Hadjinian/Unanimous

13. **Approval of the Close-Out and Formal Acceptance for the Work Associated with the Design Contract with HDR Engineering, Inc. for the Temple Avenue Train Diversion Project** – Mr. Christoffels reported that the Temple Avenue Train Diversion project has been completed, this item is to approve the acceptance of the project as complete and to close-out the design contract with HDR Engineering, Inc. He indicated that a post audit has been completed and the final contract amount of \$7.4 million has been paid. Mr. Christoffels gave a brief history of the project and its long processes of development. He explained to the Committee that Union Pacific Railroad required that a 4th track be added after construction had begun which, required a reinforced concrete box owned by the Los Angeles County Flood Control District be replaced but could not be construction due to unresolved negotiations with Kinder Morgan regarding the need to relocate or provide a protection for its two oil pipelines. Once these issues were addressed we were able to complete the project. He

reported that Union Pacific Railroad plans to have all track work relating to this project done by July. He asked for a motion to approve this item.

A motion was made by member Sandoval and seconded by member Hadjinian to approve the close out and formal acceptance for the work associated with the design contract with HDR Engineering, Inc. for the Temple Avenue Train Diversion Project.

M/S/C/Sandoval/Hadjinian/Unanimous

14. **Adjournment** – The meeting was adjourned at 12:50PM in memory of Pomona Police Officer Gregory Casillas, Ysela Rodriguez, the SGVCOG Board President Cynthia Sternquist's mother and Dennis Grover, father in-law of Mark Christoffels.

X



Deanna Stanley
Clerk



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels
Chief Engineer

Date: April 23, 2018

SUBJECT: Chief Engineer’s Monthly Report

The following are items of note since the last meeting:

Puente Ave. project opens – After two year of construction, the Puente Avenue grade separation opened to traffic on April 6 following a well-attended ribbon-cutting ceremony. The \$97.4 million project in the City of Industry and community of Avocado Heights features a new four-lane roadway underpass for Puente Avenue and separate bridges for the railroad and for Valley Boulevard. The underpass eliminates the potential for train-vehicle collisions for more than 31,000 vehicles a day and reduces vehicle delay and emissions and locomotive horn and crossing gate noise. Five crossing collisions were recorded at the railroad crossing over a recent 10-year period, with one person killed and three injured.

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
Epic Land Solutions, Inc.	Additional Right of Way Services for the Nogales Street Grade Separation project.	\$46,110	\$3,392,502
Shimmick Construction Company, Inc.	Fullerton Road Grade Separation project: Change Order No. 8 – Supplement PCO No. 12: Puente Hills Plaza Switchboard Replacement and Electrical Service Rewire; Supplement PCO Nos. 12 and 12.01: Puente Hills Plaza Switchboard Replacement and Electrical Service Rewire; Field Changes No. 17 – Modifications to Puente Hills Plaza Sewer Lines	\$35,708	\$82,234,139
OHL USA, Inc.	Fairway Drive Grade Separation project: Change Order No. 6 – Storm Drain	\$539,273	\$92,691,238

	manholes; 2015 & 2016 Weather Days; Remove & Replace Spurs ESP1 & ESP2		
Walsh Construction Co.	San Gabriel Trench Project - CCO # 39 – Additional Reflective Street Name Signs at Mission Rd/Ramona St and Mission Rd/Junipero Serra Dr. Intersections; Repave Agostino Rd from Pine St to San Gabriel Blvd.	\$36,117	\$171,151,132
Rimkus Consulting Group, Inc.	SGVCOG Purchase Order No. 2018-01: Professional engineering inspection services for the San Gabriel Trench project.	\$4,670	\$4,670

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

- Distributed construction alert notices regarding 55-hour weekend lane and ramp closures on State Route 60 for the Lemon Avenue Interchange project;
- Distributed construction alert notices regarding the opening of the Lemon Avenue eastbound off-ramp and westbound on-ramp and the permanent closure of the Brea Canyon Road eastbound off-ramp for the Lemon Avenue Interchange project;
- Distributed construction alert notices regarding temporary traffic lane and sidewalk closures on southbound Fairway Drive for utility investigations for the Fairway Drive project;
- Distributed construction alert notices regarding temporary nighttime traffic lane closures on Fairway Drive for road work and utility relocation for the Fairway Drive project;
- Distributed construction alert notices regarding temporary traffic lane impacts on Fairway Drive and closure of Walnut Drive North immediately east of Fairway Drive for road work and utility relocation for the Fairway Drive project;
- Distributed construction alert notices regarding the weekend closure of Del Mar Avenue for road rehabilitation for the San Gabriel Trench project;
- Provided staff support for a presentation to the Diamond Bar City Council on the Lemon Avenue Interchange Project;
- Provided staff support for the ribbon-cutting ceremony for the Puente Avenue grade separation project; and
- Conducted ongoing community outreach and support activities for the San Gabriel Trench, Puente Avenue, Fairway Drive and Fullerton Road grade separation projects.



MEMO TO: San Gabriel Valley Council of Governments - ACE Committee

FROM: Mark Christoffels
Chief Engineer

DATE: April 23, 2018

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

RECOMMENDATION: Authorize the CEO to execute a Construction, Operation, and Maintenance Agreement with Union Pacific Railroad and the City of Pico Rivera for the Durfee Avenue Grade Separation Project.

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

Final plans for the Durfee Avenue Grade Separation project are near completion and a draft COM agreement has been reviewed by UPRR and the City of Pico Rivera. The agreement specifies that ACE will bid, award and construct the grade separation project in accordance with the approved plans. UPRR will accept ownership of all track improvements and the deck portion of the bridge structure. The City of Pico Rivera will accept ownership of the bridge abutments and the roadway underpass. In addition, under this agreement, the City of Pico Rivera will accept ownership of the retaining walls located within UPRR's right of way. The agreement specifies that UPRR shall contribute a 5% contribution based on the theoretical cost of the grade separation as required under state law. This agreement is similar to the agreements utilized for the other grade separation projects constructed by ACE as underpasses, and staff is recommending approval.

BUDGET IMPACT: No impact.

Attachment

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

THIS AGREEMENT (this "Agreement"), made this ____ day of _____, 2018 (the "Effective Date"), is by and among **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, hereinafter termed the "**UNION PACIFIC**", the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**, a joint powers authority of the State of California, hereinafter termed "**SGVCOG**", and the **CITY OF PICO RIVERA**, a California municipal corporation, hereinafter termed "**CITY**" in furtherance of the ALAMEDA CORRIDOR – EAST PROJECT.

R E C I T A L S

UNION PACIFIC is a railroad corporation operating through and local freight train movements over its Los Angeles Subdivision and Alhambra Subdivision main lines in the San Gabriel Valley area of Los Angeles County. **SGVCOG** was tasked with overseeing the Alameda Corridor - East Project (the "Project"), which includes elimination of at-grade street, road and highway crossings of **UNION PACIFIC's** main lines in the valley through construction of underpasses and overcrossings. The **CITY** has primary responsibility for, and jurisdiction over, Durfee Avenue, which presently has an at-grade crossing of one of the **UNION PACIFIC** main lines identified by the California Public Utilities Commission ("CPUC") by Crossing No. 003 – 10.34 (Los Angeles Subdivision) and

DOT No. 811219R.

The **CITY** and **SGVCOG** desire to undertake design, construction, operation and maintenance of a grade separation underpass structure as shown in attached Exhibit "A" (the "Underpass"). **SGVCOG** has already executed an agreement with the **CITY** authorizing **SGVCOG** to obtain approvals and permits from **UNION PACIFIC** on the **CITY's** behalf for design and construction of Underpass elements within the **CITY's** jurisdiction. That agreement allows the **CITY** and **SGVCOG** to jointly negotiate an agreement with **UNION PACIFIC** for operation and maintenance of the Underpass. **SGVCOG's** administrative subsidiary known as the Alameda Corridor – East Construction Authority and **UNION PACIFIC** have also entered into that certain Master Agreement Construction, Operation and Maintenance of Highway - Railroad Underpass, dated December 4, 2001 (the "Master Agreement") for design, construction, operation and maintenance of the Underpass Project (as such term is defined in the Master Agreement).

NOW, THEREFORE, it is mutually agreed by and among the parties hereto as follows:

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AGREEMENT

ARTICLE 1. GRANTS OF RIGHTS

1.01 **UNION PACIFIC** Grant of right to construct and maintain Underpass: In consideration of **SGVCOG's** and **CITY's** agreement to perform and abide by the covenants, terms and conditions of this Agreement, including Exhibits "A", "A-1", "A-2", "A-3", "B", "C", and "C-1", which are attached hereto and hereby made a part hereof, **UNION PACIFIC** hereby grants to **SGVCOG**, and to the **CITY** to the extent necessary, the right to construct, and to the **CITY** and **SGVCOG**, the right to maintain, repair, rehabilitate and replace the Underpass on and within the property or properties generally shown in Exhibit "A-1" and described in Exhibit "A-2" as (1) Parcel 208UPRR-1-RE (the "Roadway Easement Area"); (2) Parcel 208UPRR-1-PE (the "West Durfee Avenue Easement Area"); (3) Parcel 208UPRR-2-PE (the "East Durfee Avenue Easement Area"); and (4) Parcels 208UPRR-1-SLOPE and 208UPRR-2-SLOPE (collectively, the "Slope Easement Areas" and together with the Roadway Easement Area, the West Durfee Avenue Easement Area and the East Durfee Avenue Easement Area, collectively the "SGVCOG Easement Areas"). As of the Effective Date, the boundaries of the SGVCOG Easement Areas remain under review by the parties, and Exhibit "A-1" and Exhibit "A-2" are in preliminary form and have not been finalized. The parties agree to use commercially reasonable efforts to finalize the boundaries of the SGVCOG Easement Areas and to revise Exhibit "A-1" and Exhibit "A-2" as necessary to accurately reflect the SGVCOG Easement Areas. Once revised and finalized, the preliminary version of Exhibit "A-1" attached to this Agreement as of the Effective Date shall be replaced with the final version of Exhibit "A-1" and Exhibit "A-2" shall be attached hereto and shall be incorporated herein. Approval by **UNION PACIFIC** of the final Exhibit "A-1" and Exhibit "A-2" to be attached to this Agreement shall not be deemed to have been given until **UNION PACIFIC's** Assistant Vice President - Real

Estate, or his authorized representative, has approved such exhibits in writing.

1.02 **UNION PACIFIC** Grant of Permanent Rights to SGVCOG Easement Areas: **UNION PACIFIC**, by separate indenture, agrees to grant to the **CITY** and **SGVCOG**, an easement for permanent rights, as described in Exhibits "A-1" and "A-2" (as such exhibits are to be finalized pursuant to Section 1.01), to construct, maintain, repair, rehabilitate and replace the Underpass. This separate indenture must be fully executed by **UNION PACIFIC**, **SGVCOG**, and the **CITY** prior to commencement of construction of the Underpass. **[NOTE: Parties to negotiate form of indenture granting SGVCOG's permanent easement rights concurrently with the negotiations for this Agreement.]**

1.03 **UNION PACIFIC** Grant of Temporary Rights: For good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of **SGVCOG's** and **CITY's** agreement to perform and abide by the covenants, terms and conditions of this Agreement, **UNION PACIFIC** hereby grants to **SGVCOG**, and to the **CITY** to the extent necessary, temporary rights to access the portion of **UNION PACIFIC's** property generally shown in Exhibit "A-1" (the "Temporary Construction Area") in connection with the initial construction of the Underpass and work related thereto. As of the Effective Date, the boundaries of the Temporary Construction Area remain under review by the parties. The parties agree to use commercially reasonable efforts to finalize the boundaries of the Temporary Construction Area, and any such revisions shall be incorporated into Exhibit "A-1" (as such exhibit is to be finalized pursuant to Section 1.01). Use of the Temporary Construction Area by **SGVCOG**, **SGVCOG's** contractors and, as applicable, the **CITY** and the **CITY's** contractors shall be subject to the terms and conditions of this Agreement and the obligation of **SGVCOG**, the **City** and each of their

respective contractors, as applicable, to comply with such provisions. The temporary construction rights granted herein shall commence as of the date that the conditions precedent to commence construction of the Underpass as set forth in Article 5 below are satisfied and shall continue for a period of thirty (30) months, or until the Underpass has been completed, whichever occurs earlier.

1.04 **SGVCOG** Grant of Right-of-Way: In consideration of UNION PACIFIC's agreement to perform and abide by the covenants, terms, and conditions of this Agreement, **SGVCOG** agrees to grant to **UNION PACIFIC** by separate indenture a temporary easement (the "Temporary Shoofly Easement") for the purpose of inspecting, using, operating and maintaining the shoofly tracks to be constructed by **SGVCOG** on the parcel identified as Parcel 208K (the "Temporary Shoofly Area") and as described in Exhibit "A-3". As of the Effective Date, the legal description of the Temporary Shoofly Area remains under review by the parties, and Exhibit "A-3" has not been finalized. The parties agree to use commercially reasonable efforts to finalize the legal description of the Temporary Shoofly Area and to revise Exhibit "A-3" as necessary to accurately reflect the Temporary Shoofly Area. Once revised and finalized, Exhibit "A-3" shall be attached hereto and shall be incorporated herein. Approval by **UNION PACIFIC** of the final Exhibit "A-3" to be attached to this Agreement shall not be deemed to have been given until **UNION PACIFIC's** Assistant Vice President - Real Estate, or his authorized representative, has approved such exhibit in writing. **[NOTE: Parties to negotiate form of indenture granting the Temporary Shoofly Easement concurrently with the negotiations for this Agreement.]**

1.05 Interpretation of Exhibit "B": The term "Political Body" as used in Exhibit "B" shall be construed to mean both **SGVCOG** and the **CITY**, collectively, except as the one is distinguished from the other within this

Agreement. If there is a conflict between terms of this Agreement and Exhibit "B", this Agreement shall take precedence.

ARTICLE 2. PROPERTY EXCHANGE AGREEMENT

Following the Effective Date, **SGVCOG** and **UNION PACIFIC** shall negotiate and execute a separate agreement (the "Property Exchange Agreement") documenting the terms and conditions of **SGVCOG's** conveyance of a portion of **SGVCOG's** property, as such property is generally shown in Exhibit "A-4" attached hereto and hereby made a part hereof (the "SGVCOG Exchange Parcel"), to **UNION PACIFIC** in exchange for **UNION PACIFIC's** conveyance of a portion of **UNION PACIFIC's** property, as such property is generally shown in Exhibit "A-5" attached hereto and hereby made a part hereof (the "UP Exchange Parcel" and together with the SGVCOG Exchange Parcel, collectively, the "Exchange Parcels") to **SGVCOG**. As of the Effective Date, the boundaries of the Exchange Parcels remain under review by the parties, and Exhibit "A-4" and Exhibit "A-5" have not been finalized. In connection with the negotiation of the Property Exchange Agreement, the parties agree to finalize the boundaries of the Exchange Parcels and to revise Exhibit "A-4" and Exhibit "A-5" as necessary to accurately reflect the Exchange Parcels. Once revised and finalized, Exhibit "A-4" and Exhibit "A-5" shall be attached hereto and shall be incorporated herein. The following terms shall be incorporated into the Property Exchange Agreement:

(1) The Exchange Parcels shall be conveyed in their "as is" condition with no representations and warranties by the other party (except as expressly set forth in the Property Exchange Agreement).

(2) **SGVCOG** and **UNION PACIFIC** acknowledge and agree that (a) the exchange of the Exchange Parcels is occurring without regard to the relative size of the properties, and (b) although one or more appraisals and/or calculations of value may be prepared by a party for the Exchange Parcels, neither the Property Exchange Agreement nor any such appraisals

and calculations of value (or the methodologies applied in connection with preparing the same) shall be construed as having been agreed upon by the **SGVCOG** and/or **UNION PACIFIC** or assigned to any of the properties, nor shall such information be used as precedent for or in connection with any other transactions now or in the future between **SGVCOG** and **UNION PACIFIC**.

(3) **SGVCOG** and **UNION PACIFIC** shall each have the right to perform due diligence on the parcel being conveyed to it (*i.e.*, **SGVCOG** with respect to the UP Exchange Parcel and **UNION PACIFIC** with respect to the SGVCOG Exchange Parcel), which due diligence shall consist of title and survey review and physical and environmental inspections and testing of the applicable parcel (the "Due Diligence Inspections"). **SGVCOG** shall coordinate the Due Diligence Inspections for the Exchange Parcels at **SGVCOG's** sole cost and expense. If the results of such Due Diligence Inspections are unsatisfactory to a party, in such party's commercially reasonable opinion, such party shall have the right to terminate the Property Exchange Agreement prior to the expiration of the due diligence period. To the extent that a party does not desire to terminate the Property Exchange Agreement in connection with Due Diligence Inspections, such party shall deliver to the other party on or before expiration of the due diligence period a written notice waiving all rights of termination except in the event of a failure of a closing condition or a default by the other party.

(4) Regardless of whether **SGVCOG** elects to proceed with the acquisition of the UP Exchange Parcel as contemplated by the Property Exchange Agreement, **UNION PACIFIC**, in its sole and absolute discretion, may compel **SGVCOG** to convey the SGVCOG Exchange Parcel to **UNION PACIFIC** as contemplated by the Property Exchange Agreement.

(5) **SGVCOG** shall demolish all building improvements located on the SGVCOG Exchange Parcel and shall dispose of all materials in connection therewith in accordance with applicable law prior to the closing of the transactions contemplated by the Property Exchange Agreement.

ARTICLE 3. CONSTRUCTION - WORK TO BE PERFORMED BY UNION PACIFIC; RAILROAD CONTRIBUTION

3.01 Work to be performed by **UNION PACIFIC**: **UNION PACIFIC** shall perform the railroad work to the extent identified as UPRR work on Exhibit "A" (as such exhibit is to be finalized pursuant to Section 5.01(2)) or described in Exhibits "C" and "C-1". **UNION PACIFIC** shall make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging using **UNION PACIFIC** personnel or approved third party flagging services and other protective services and devices, which in **UNION PACIFIC's** judgment may be or may become necessary or expedient because of the Underpass. Such work shall include, without limitation: (1) removal of two mainline track and ties; (2) construction and lineover of track connections to two **SGVCOG**-constructed shoofly tracks, ballast and track hardware for the track connections and all appurtenances thereto; (3) removal of automatic grade crossing warning devices; train detection constant warning time devices and track circuits, any railroad related temporary and permanent signal and railroad communications facilities; (4) construction of two new mainline tracks including ballast; (5) lineover of train operations back to the main track; (6) final shifting of the two new mainline tracks into permanent location; and (7) temporary and final relocation of lubrication equipment all as shown in greater detail in Exhibit "A" and on final plans to be submitted by **SGVCOG**. The estimated costs of **UNION PACIFIC's** work are shown in Exhibit "C" and said costs have been estimated using and will be billed in accordance with all applicable regulatory requirements. All of **UNION PACIFIC's** costs incurred in performing such work as detailed in this section shall be reimbursed by **SGVCOG**, and the only contribution **UNION PACIFIC** shall make to the Underpass is set forth in Section 3.02 below.

3.02 Railroad's Contribution to Underpass Costs: In compliance with the provisions of the Federal Aid Policy Guide, 23 CFR Section 646.210 and pursuant to the terms of the Master Agreement, **UNION PACIFIC** will bear five percent (5%) of the cost of the theoretical structure due to the Underpass resulting in the elimination of the existing at-grade crossing (the "Railroad Contribution"). The parties have estimated the Railroad Contribution to be equal to One Million Eight Hundred Twenty-Five Thousand Two Hundred Eighty-Six and 00/100 DOLLARS (\$1,825,286.00) (the "Estimated Contribution") as more particularly set forth on Exhibit C-1, and the parties agree that the Estimated Contribution is a reasonable estimation of the cost of constructing the theoretical structure of the grade separated road under and across the rail corridor for the number of lanes of the traveled roadway in existence as of the Effective Date. In no event shall the Railroad Contribution exceed the Estimated Contribution. Notwithstanding the provisions of Section 7.04 of the Master Agreement, the second one-half advance of the Estimated Contribution shall not be paid to **SGVCOG** by **UNION PACIFIC** until the SGVCOG Exchange Parcel has been conveyed pursuant to the terms of the Property Exchange Agreement or **UNION PACIFIC's** termination of the Property Exchange Agreement, whichever is earlier. Upon completion of the Underpass and final calculation of total actual costs in connection with the Underpass, there shall be a true-up pursuant to the terms of Section 7.04 of the Master Agreement so that **UNION PACIFIC's** advances of the Estimated Contribution Amount made to **SGVCOG** shall not exceed the Railroad Contribution. The parties agree that except for the Railroad Contribution and **UNION PACIFIC's** maintenance related activities as provided in Article 6 below, **UNION PACIFIC** will not be obligated to make any other or further financial or in-kind contribution toward the Underpass or to repay in whole or in part any financing obtained by **SGVCOG** as part of the Underpass and/or the Project, as applicable. Notwithstanding any rights of **SGVCOG** set out in other agreements

associated with the Underpass, including Sections 6.01 and 9.02 of this Agreement, **SGVCOG**, to the maximum extent permitted by applicable law, hereby expressly releases, remises and discharges forever, and indemnifies, defends and holds harmless, **UNION PACIFIC**, its officers, employees, and agents, from any claim for payment or contributions by **UNION PACIFIC** to any aspect of the Underpass or the Project, and from any and all Losses which may have been or in the future may be incurred or suffered by **SGVCOG**, or its property, relating to or otherwise resulting from any demand on **UNION PACIFIC** by **SGVCOG** or by any governmental agency with respect to any obligation of **UNION PACIFIC** under any California statutes, regulations or rules applicable to allocation of costs incurred by **SGVCOG** for the Underpass or the Project. As used in this section, "Losses" means liabilities, losses, causes of action, penalties, demands, detriments, claims, damages, costs and judgments and all expenses incurred in connection with the Underpass or the Project (including reasonable attorneys' fees, costs and expenses). **SGVCOG**, after having read and been advised by legal counsel regarding the provisions of California Civil Code Section 1542 and in any and all similar statutes, rules and regulations and any other statute of the United States, hereby agrees, represents and warrants that the matters released in this Section 3.02 are not limited to the matters which are known or disclosed. California Civil Code Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING A RELEASE WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. **SGVCOG** HERETO EVIDENCES ITS SPECIFIC AGREEMENT TO THE TEAMS OF THIS RELEASE BY PLACING ITS INITIALS BELOW.

SGVCOG Initials

SGVCOG hereby agrees, represents and warrants that it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and further agrees, represents and warrants that the releases contained in this Section 3.02 have been negotiated and agreed upon in light of that realization and that it nevertheless hereby intends to release and discharge **UNION PACIFIC** and its officers, employees, and agents from any such causes of action, claims, demands, controversies, damages, costs, losses and expenses.

ARTICLE 4. CONSTRUCTION - WORK TO BE PERFORMED BY SGVCOG

4.01 Work to be performed by **SGVCOG**: **SGVCOG**, at **SGVCOG's** sole cost and expense except for **UNION PACIFIC's** payment of the Railroad Contribution, shall (1) do all necessary grading and excavation for the Underpass; (2) construct the Underpass structure; (3) place fill and sub-ballast suitable for shoofly and permanent track construction; (4) construct and remove the track shoofly; (5) provide both temporary and permanent drainage facilities; and (6) perform all other work as shown in Exhibit "A" and as further described in the Plans (as such term is defined in Section 5.01(2) below), except for the work **UNION PACIFIC** herein agrees to do as generally put forth in Section 3.01 above and as shown on Exhibit "A" and described on Exhibit "C". The estimated costs of **SGVCOG's** work are shown in Exhibit "C-1".

(a) **SGVCOG** will advertise, bid and award a general construction contract that includes provisions for construction of shoofly tracks by a qualified railroad subcontractor as detailed in the Plans. The railroad subcontractor will procure rail, ties, ballast and other track hardware from **UNION PACIFIC's** approved vendors meeting all of **UNION PACIFIC's**

engineering requirements and arrange for the transportation of such materials to the project site and shall arrange for the secure storage of such materials at the project site. Final preparation of sub-ballast, laying of ballast, on-site welding of rail, assembly of track, tamping and final surfacing of track shall be performed by **SGVCOG** to **UNION PACIFIC's** satisfaction. **SGVCOG** will have on its construction management team qualified inspectors with experience in the construction of **UNION PACIFIC** railroad facilities. **UNION PACIFIC**, at **SGVCOG's** sole cost and expense, shall maintain the shoofly for the entire period during which the shoofly will be operational in connection with the initial construction of the Underpass. **[NOTE: It is possible that delays in construction might result in the need for the shoofly for longer than 16 months. UP will maintain the shoofly, at SGVCOG's sole cost and expense, for as long as the shoofly is needed in connection with the Underpass.]** **SGVCOG** shall pay **UNION PACIFIC's** expenses associated with the shoofly maintenance in accordance with the payment process set forth in Section 7.04 of the Master Agreement. The limits of **SGVCOG's** work will be to active main clear points. During operation of trains over the shoofly tracks, **UNION PACIFIC** shall be the Federal Railroad Administration designated owner of the shoofly tracks. After lineover of train operations back to mainline tracks built over the Underpass bridge, **SGVCOG** will promptly remove shoofly rail, ties and all track material and ballast and arrange for their proper disposal or salvage. Fill material shall remain at **UNION PACIFIC's** request. **SGVCOG's** contractor shall use in-track welders to weld jointed rail if rail provided is not continuous welded rail (CWR).

(b) If **SGVCOG** or its contractor needs to bring any borrow material onto the job site to accomplish such grading and embankment work, the borrow material shall be first tested by **SGVCOG** or its contractor, at **SGVCOG's** sole expense, to determine if the borrow material is acceptable to **UNION PACIFIC** including, without limitation, ensuring (1) that the

borrow material meets specifications and standards provided by **UNION PACIFIC** to **SGVCOG** and (2) that the borrow material does not contain any contamination or naturally occurring radiologic material or any other material deemed under any applicable current federal, state or local agency law, statute, rule or regulation to be of environmental concern.

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

4.03 Insurance: To the extent insurance as required by **UNION PACIFIC** as described in Exhibit B is not already provided for by other existing and active **SGVCOG – UNION PACIFIC** agreement or agreements in connection with the Project, **SGVCOG** and **SGVCOG's** contractors will provide and maintain the validity of certificates of insurance issued by their insurance carriers providing the insurance coverage required pursuant to Exhibit B. The certificates of insurance shall indicate that the insurance policies contain endorsements specifically naming Union Pacific Railroad Company, Southern California Regional Rail Authority and the National Railroad Passenger Corporation as additionally-insured entities with respect to all liabilities arising out of the insured's performance of the work required for construction of the Underpass. **[NOTE: Parties to discuss the process in connection with insurance. Does SGVCOG and/or its prime contractor obtain insurance in connection with each Underpass project or is there some type of master insurance policy in place with respect to the Project in general? If the latter, then is the policy**

updated to include the specific project site and how is evidence of such update delivered to UP?]

ARTICLE 5. CONDITIONS PRECEDENT TO COMMENCEMENT OF CONSTRUCTION OF UNDERPASS:

5.01 Conditions Precedent: No work shall commence on any portion of the Underpass affecting **UNION PACIFIC's** property or operations until the following conditions precedent are satisfied:

(1) Exhibits "A-1", "A-2" and "A-3" are finalized as set forth in Article 1 above;

(2) Final 100% completed plans and specifications for the Underpass (the "Plans") have been approved by the parties, which such plans and specifications shall include all appurtenances, including without limitation, Retaining Wall No. 10, and associated drainage in connection with the Underpass. **UNION PACIFIC** shall have the right to review and approve or disapprove all plans and specifications and proposed changes thereto for the Underpass (including, without limitation, subsequent iterations of the plans and specifications) affecting **UNION PACIFIC's** property and/or operations, with respect to, *inter alia*, compliance with the standards below. **UNION PACIFIC's** scope of review of such plans and specifications shall include, *inter alia*, determining whether (a) the plans and specifications (preliminary and final) and/or changes meet all applicable then-current **UNION PACIFIC** standards and requirements, including, without limitation, American Railway Engineering and Maintenance of Way Association ("AREMA") standards and guidelines, as applicable; (b) the plans and specifications (preliminary and final) and/or changes meet the terms and conditions of **UNION PACIFIC's** then-existing agreements with third parties, and do not otherwise adversely impact the use or condition of **UNION PACIFIC's** property; and (c) there will be any interference with or danger to **UNION PACIFIC's** property or **UNION PACIFIC's** common carrier freight rail

operations, during or after completion of the Underpass. Approval by **UNION PACIFIC** of the final 100% completed plans and specifications under this Section 5.01(2) shall not be deemed to have been given until **UNION PACIFIC's** Assistant Vice President Engineering-Design, or his authorized representative, has approved such plans and specifications in writing. As of the Effective Date, the parties acknowledge and agree that the final plans and specifications for the Underpass are still under review, and as such, Exhibit "A" has not been finalized. Once the final plans and specifications have been approved by the parties, the Plans shall be deemed incorporated into this Agreement by reference, and the Plans shall be used to finalize Exhibit "A", which final exhibit shall be attached hereto and shall be incorporated herein. Once approved by the parties, no changes to the Plans shall be made unless the parties consent to such changes in writing. **UNION PACIFIC's** review and approval of the Plans in no way relieves the **SGVCOG**, the **CITY** or any contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that **UNION PACIFIC** makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by **SGVCOG**, the **CITY** or any contractor on the Plans is at the risk of **SGVCOG**, the **CITY** and such contractor(s), as applicable.

(3) Execution of the Property Exchange Agreement by **SGVCOG** and **UNION PACIFIC**.

(4) Grant of any permanent or temporary rights by and between **SGVCOG** and **UNION PACIFIC**, as applicable, in connection with, as applicable, the construction, maintenance, repair and use of Retaining Wall No. 10, any other retaining walls (permanent or temporary), and drainage in connection with the Underpass. As of the Effective Date, it is unknown what rights, if any, are required in connection with the Underpass given that the plans and specifications have not been finalized

and that the Property Exchange Agreement is still being negotiated by **UNION PACIFIC** and **SGVCOG**.

(5) Execution of the separate indenture by **SGVCOG** granting **UNION PACIFIC** the Temporary Shoofly Easement as contemplated by Section 1.04 above. The term of the Temporary Shoofly Easement shall commence on the date **SGVCOG** begins construction of shoofly tracks and shall terminate on the date that the shoofly tracks are no longer required due to the resumption of **UNION PACIFIC** rail operations on the mainline tracks.

5.02 Waiver: The parties may agree to waive any of the conditions precedent set forth in Section 5.01 above; *provided, however, that* any party's decision to waive any condition for its benefit set forth in Section 5.01 shall be in such party's sole and absolute discretion and shall be in writing.

ARTICLE 6. OPERATION AND MAINTENANCE OF THE UNDERPASS:

6.01 By **UNION PACIFIC**: **UNION PACIFIC**, at its sole cost, shall operate and maintain the railroad related facilities, including without limitation, the rails, signals, ties, switches and ballast, and the waterproofing layer located above the bridge seats of the Underpass superstructure; with the exceptions that any Underpass roadway illumination and electrical appurtenances, or aesthetic or cosmetic design elements or painting added to superstructure soffits, or facades, will be maintained by **SGVCOG** or the **CITY** having jurisdiction for the road, street, or highway concerned.

6.02 By **SGVCOG** and **CITY**: **SGVCOG** shall operate and maintain the Underpass substructure below bridge seats, abutments, column bents, roadway, sidewalks, roadway drainage system, roadway lighting and landscaping, permanent drainage facilities within the **UNION PACIFIC**

right of way, and any superstructure soffit or façade cosmetic elements, at its sole expense, until such time as the **CITY** accepts ownership and operational and maintenance responsibilities as provided for in the **SGVCOG – CITY** agreement. **SGVCOG** will provide written notification to **UNION PACIFIC** when **SGVCOG** relinquishes to the **CITY** these operational and maintenance responsibilities.

6.03 Major Maintenance: For maintenance or other activities by **SGVCOG** or the **CITY**, as applicable, of its portion of the Underpass which could affect on-track operations by **UNION PACIFIC** or otherwise affect the railroad operating environment, as further described in Exhibit B, **SGVCOG** or the **CITY**, as applicable, will first notify **UNION PACIFIC** in advance of the proposed activity and obtain railroad flagging, inspection and other protective services as deemed necessary by **UNION PACIFIC**.

6.04 Graffiti Removal: Notwithstanding the provisions of this Article 6 or of Exhibit B attached hereto, the parties specifically agree that graffiti removal from or overpainting of all component surfaces of the overall Underpass, and including without limitation the Underpass superstructure and substructure (*i.e.*, above and below the bridge seats), along with the overall appearance of the bridge structure and the surrounding property, including vegetation control around the structure shall be the responsibility of **SGVCOG** and the **CITY** in their sole and exclusive discretion, and **UNION PACIFIC** shall have no obligations whatsoever with regard to graffiti removal or the appearance of those areas. Before entering upon the track area of the Underpass superstructure to perform graffiti removal or overpainting or any other activities, **SGVCOG** and/or the **CITY** shall notify **UNION PACIFIC** sufficiently in advance, and **UNION PACIFIC** shall provide a flagger, at **UNION PACIFIC's** sole expense, as reasonably required for the safety of workers and trains.

ARTICLE 7. FUTURE RECONSTRUCTION OR ALTERATION OF THE UNDERPASS

For the purposes of apportioning costs of any future reconstruction or alteration of the Underpass under the provisions of the California Public Utilities Code, including Section 1202.5, **SGVCOG**, **UNION PACIFIC** and the **CITY** herein state that Federal funds have been used in the construction of the Underpass, and notwithstanding any provision of the California Public Utilities Code, including Section 1202.5, to the contrary, **SGVCOG**, **UNION PACIFIC** and the **CITY** acknowledge and agree that any future reconstruction or alteration of the Underpass shall be deemed to provide no ascertainable net benefit to **UNION PACIFIC** and will not require cost participation by **UNION PACIFIC**, as provided for under Title 23 of the Code of Federal Regulations, Section 646.210(b)(2).

ARTICLE 8. FEDERAL FUNDING

Federal funding is being utilized for the Underpass. As such, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A & B and Buy America regulations shall apply and are hereby incorporated into this Agreement by reference. **UNION PACIFIC** shall maintain documentation / certification of all products of iron, steel, or a coating of steel acquired by **UNION PACIFIC** in connection with the Underpass for a period of three (3) years after **UNION PACIFIC's** receipt of invoices for such products. Within a reasonable time after **SGVCOG's** written request, **UNION PACIFIC** shall make such records available for **SGVCOG's** audit during **UNION PACIFIC's** regular business hours in **UNION PACIFIC's** headquarters office located in Omaha.

ARTICLE 9. MUTUAL INDEMNIFICATION AND HOLD HARMLESS CLAUSE

9.01 By **SGVCOG**: Neither **UNION PACIFIC** nor the **CITY**, or any of their

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

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

officers, employees, agents, or contractors under or in connection with any work, authority or jurisdiction delegated to **UNION PACIFIC** under this Agreement. This indemnity shall survive termination of this Agreement.

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

ARTICLE 10. TERM

This Agreement shall become effective as the Effective Date, and shall continue in full force and effect until terminated by mutual consent by the parties.

ARTICLE 11. SUCCESSORS AND ASSIGNS

The covenants and provisions of the foregoing instrument shall be binding upon and inure to the benefit of the successors and assigns of **UNION PACIFIC**, **SGVCOG** and the **CITY**.

ARTICLE 12. ENTIRE AGREEMENT; CONFLICTS

This Agreement and the exhibits attached hereto and made a part hereof (whether attached on or before the Effective Date or attached following the Effective Date pursuant to the terms of this Agreement) and the Master Agreement constitute the entire understanding between **UNION PACIFIC, SGVCOG** and the **CITY** and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Underpass. To the extent that there is any conflict between the terms and conditions of the Master Agreement and this Agreement (including the exhibits attached hereto and made a part hereof) with respect to the Underpass, the terms and conditions of this Agreement shall control.

ARTICLE 13. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 14. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

ARTICLE 15. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

ARTICLE 16. WAIVER

The waiver by **UNION PACIFIC, SGVCOG** or the **CITY**, of any breach of a term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by **UNION PACIFIC, SGVCOG** or the **CITY** unless in writing.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

CITY OF PICO RIVERA

**UNION PACIFIC
RAILROAD COMPANY**

By: _____

By: _____

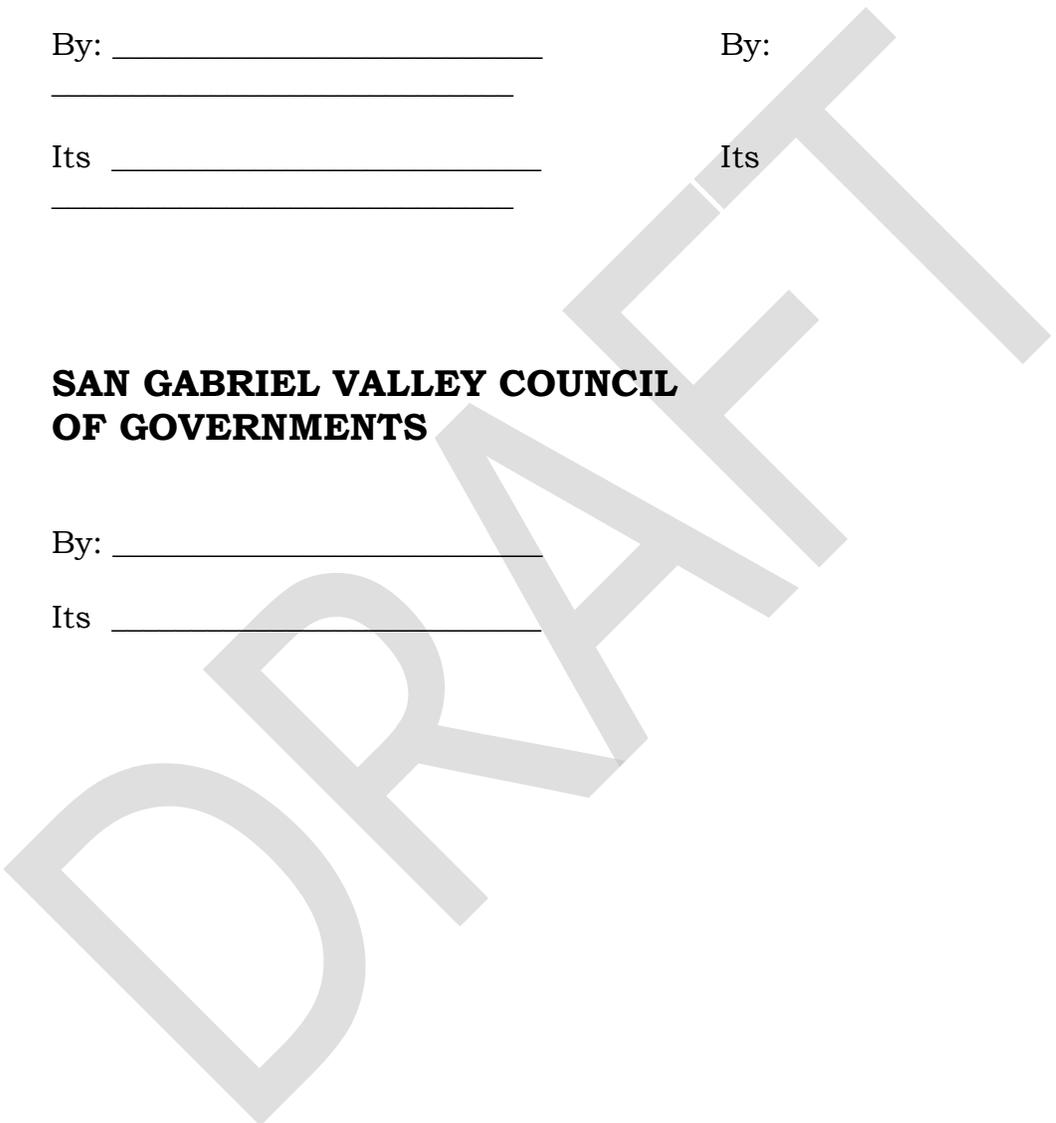
Its _____

Its _____

**SAN GABRIEL VALLEY COUNCIL
OF GOVERNMENTS**

By: _____

Its _____



LIST OF EXHIBITS TO BE ATTACHED TO DURFEE AVENUE UNDERPASS STANDARD FORM AGREEMENT

- Exhibit A: Twelve (12) 11" x 17" plan sheets prepared by **SGVCOG** showing a general plan view, elevation view or views, typical superstructure cross-section and roadway cross-section or cross-sections, retaining walls, roadway profile grade lines with their spatial relationship to the bridge superstructure, and track work
- Exhibit A-1: Two (2) 11" x 17" sheets showing right-of-way owned by or under the control of **UNION PACIFIC** needed for construction of the Underpass. These sheets show permanent encroachments required for the Underpass and the Temporary Construction Area.
- Exhibit A-2: Legal descriptions and plats of **UNION PACIFIC** right-of-way shown in Exhibit A-1 required for the permanent encroachment of the Underpass Project, including permanent roadway and slope easements.
- Exhibit A-3: Legal description and plat of the Temporary Shoofly Area.
- Exhibit A-4: Depiction of the SGVCOG Exchange Parcel
- Exhibit A-5: Depiction of the UP Exchange Parcel
- Exhibit B: **UNION PACIFIC** Right-of-Entry Form/Insurance standard exhibits.
- Exhibit C: **UNION PACIFIC's** estimate of its force account, material and equipment costs for construction of the Underpass.
- Exhibit C-1: **SGVCOG's** estimate of those portions of the Underpass subject to railroad cost participation requirements in accordance with Federal Aid Policy Guide, 23 CFR Section 646.210. These portions include preliminary engineering, right-of-way acquisition, construction for an underpass structure and roadway approaches required to transition up to existing road profiles, for the number of lanes on the existing road and in accordance with current State of California design standards, construction management and program management.



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels
Chief Engineer

Date: April 23, 2018

SUBJECT: Receive and File: Quarterly Project Progress Reports

RECOMMENDATION: Receive and file the ACE Program Quarterly Progress Reports for the period covering the 3rd quarter of Fiscal Year 2018.

BACKGROUND: To keep the ACE Board as well as the interested public informed about ACE's progress in designing and constructing the projects in the adopted ACE program, staff prepares and submits to the Board progress reports on a quarterly basis. The attached reports are prepared by the Project Managers for each respective active ACE 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 January 1, 2018 through March 31, 2018:

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

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

As of March 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 Review of 35% Plans Submitted 35% Plans to UPRR for Review Received SGVCOG Committee Approval of Project Development Report and RailPros' Final Design Task Order Completed Agreement with City of Pomona for Installation of PV Signal Heads at Palomares and San Antonio

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN (35% only)	90%	\$4.5	\$2.1	Environmental			
				Statutory Exemption	Jan-18	Feb-18	5
RIGHT-OF-WAY	0%	\$1.1	\$0.0	Design			
				Notice To Proceed	May-15 A	May-15 A	
				Final PS&E Complete	Apr-19	May-19	4
CONSTRUCTION	0%	\$17.4	\$0.0	Right-of-Way			
				All Parcels Available	N/A	N/A	
TOTAL	9%	\$22.9	\$2.1	Construction			
				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"> Begin the 65% Design Phase Obtain UPRR Permit to Enter and Complete Updated Survey Complete Additional Utility Locating Complete the Final Hydrology and Hydraulics Report

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 March 2018

LOCATION: Pico Rivera	CONSTRUCTION MANAGER: PreScience
DESIGN CONSULTANT: URS	CONTRACTOR: TBD

PHOTO Traffic Back-up at Crossing	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> Continued Stakeholder, Utility, and Other Agency Coordination Continued ROW Acquisition and Relocation Activities Continued Coordination with Private Property Owners for Final Approval of Site Improvements Provided support for eminent domain legal proceedings Circulated the Draft C&M for Review Continued Preparation of Draft ROW Certification for Caltrans' Review

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	86%	\$9.7	\$8.5	Environmental			
				NEPA/CEQA	Jul-14 A	Jul-14 A	
RIGHT-OF-WAY	55%	\$32.5	\$18.7	Design			
				Notice To Proceed	Oct-12 A	Oct-12 A	
				Final PS&E Complete	Apr-18	Apr-18	0
CONSTRUCTION	0%	\$48.9	\$0.0	Right-of-Way			
				All Parcels Available	Mar-18	Mar-18	0
TOTAL	30%	\$91.1	\$27.2	Construction			
				Notice To Proceed	Dec-18	Oct-18	(11)
				Construction Complete	Jun-21	Jul-21	2

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
				<ul style="list-style-type: none"> Continue Stakeholder, Utility, and Other Agency Coordination Resubmit final package to UPRR for approval Continue ROW Acquisition and Relocation Activities Complete Demolition Bid Package for Parcels 208D and 208QR Continue Coordination with Private Property Owners for Final Approval of Site Improvements Provide support for eminent domain legal proceedings Obtain Signatures for C&M Submit Draft ROW Certification for Caltrans' Review 			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	48	11	37				
o Temporary Parcels	42	3	39				
o Total Parcels	90	14	76				

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

As of March 2018

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

PHOTO 36" Storm Drain	WORK COMPLETED PAST QUARTER
	<p>Completed the construction of retaining walls #5 & #6.</p> <p>Completed the 39" CSD truck sewer installation.</p> <p>Lemon Avenue Ramps Construction:-</p> <p>Completed the final PCC paving along WB on-ramp.</p> <p>Completed the sound wall construction on EB off-ramp.</p> <p>Completed the retaining wall pour along EB on-ramp</p> <p>Completed the installation of traffic signal at EB off-ramp at Lemon.</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	65%	\$30.1	\$28.0	<i>Design</i>			
				Notice To Proceed	Apr-11 A	Apr-11 A	
				Final PS&E Complete	Jul-14 A	Jul-14 A	
CONSTRUCTION	38%	\$140.6	\$56.6	<i>Right-of-Way</i>			
				All Parcels Available	Apr-14 A	Apr-14 A	
TOTAL	52%	\$178.9	\$92.8	<i>Construction</i>			
				Notice To Proceed	Dec-14 A	Dec-14 A	
				Construction Complete	Aug-21	Aug-21	(3)

AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD
<p>Fairway - ground water dewatering needs to be maintained to allow construction to continue.</p> <p>Fairway - shoofly needs to be approved by UPRR to avoid project delay.</p>	<p>SCG needs to get start on the 30" transmission line relocation asap.</p> <p>County and Caltrans need to grant approval of the proposed 8-week closure for Fairway roadway work</p>

ROW ACQUISITION	Plan	Acquired	Remaining
o Permanent Parcels	42	13	29
o Temporary Parcels	26	14	12
o Total Parcels	68	27	41

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

As of March 2018

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

PHOTO North Fullerton Road Excavation	WORK COMPLETED PAST QUARTER
	<p>Completed Southbound Fullerton Road Outside Widening</p> <p>Continued Northbound Fullerton Road Outside Widening</p> <p>Started north Fullerton Road excavation</p> <p>Completed Southbound Fullerton Road SR-60 On/Off Ramps</p> <p>Relocated Shell Station monument sign</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	95%	\$27.1	\$21.1	Design			
				Notice To Proceed	Oct-12 A	Oct-12 A	
				Final PS&E Complete	Dec-15 A	Dec-15 A	
CONSTRUCTION	21%	\$114.6	\$23.9	Right-of-Way			
				All Parcels Available	Oct-15 A	Oct-15 A	
TOTAL	37%	\$152.4	\$55.7	Construction			
				Notice To Proceed	Jul-16	Jul-16 A	
				Construction Complete	Dec-20	Jun-21	25

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
				<p>Complete South Fullerton Road widening outside lanes</p> <p>Complete North Fullerton Road widening outside lanes</p> <p>Pump Station electrical/mechanical</p> <p>Construct SR-60 On/Off Ramps</p> <p>Start North Fullerton Road improvements</p>			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	37	25	12				
o Temporary Parcels	20	16	4				
o Total Parcels	57	41	16				

**ALAMEDA CORRIDOR-EAST PROJECT
GRADE SEPARATION - Various (Montebello)**

As of March 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 Coordination with Stakeholders and Impacted Property Owners Completed and Submitted 35% Plans to City and SGVCOG staff for review Continued Work on Hydrology and Hydraulics Memorandum Completed Traffic Study Addendum Completed Structural Type Selection Reports for Montebello GS, Olympic Bridge, Retaining Walls and Maple Ped OH Structure Completed 10% Submittal for UPRR for Track Design Completed 25% Submittal for UPRR for At-Grade Improvements Completed IS/MND for Maple Ped OH Structure

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN (35% only)	30%	\$13.5	\$5.5	Environmental			
				CEQA/NEPA	May-18	May-18	0
RIGHT-OF-WAY	2%	\$29.7	\$0.6	Design			
				Notice To Proceed	Sep-15 A	Sep-15 A	
				Final PS&E Complete	Nov-19	Nov-19	0
CONSTRUCTION	0%	\$116.9	\$0.0	Right-of-Way			
				All Parcels Available	Nov-19	Nov-19	0
TOTAL	4%	\$160.0	\$6.1	Construction			
				Notice To Proceed	Apr-20	Apr-20	0
				Construction Complete	Apr-23	Apr-23	0

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
				<ul style="list-style-type: none"> Obtain Right-of-Entries for Phase II Site Investigation Begin the Phase II Site Investigation Continue Coordination with Stakeholders and Impacted Property Owners Submit 35% Plans to UPRR Complete Final Hydrology and Hydraulics Memorandum Complete CEQA Process for Maple Ped OH Structure Receive SGVCOG Committee Approval of Project Development Report and Moffat & Nichol Final Design Task Order Perform Additional 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				

**ALAMEDA CORRIDOR-EAST PROJECT
GRADE SEPARATION - PUENTE AVENUE (City of Industry)**

As of March 2018

LOCATION: City of Industry	CONSTRUCTION MANAGER: AECOM
DESIGN CONSULTANT: Moffatt & Nichol	CONTRACTOR: OHL USA

PHOTO	WORK COMPLETED PAST QUARTER
	<p>Concrete Paving of grade separation was completed Landscaping was initiated Pump Station was completed</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%	\$9.4	\$9.4	Environmental			
				Statutory Exemption	Apr-12 A	Apr-12 A	
RIGHT-OF-WAY	100%	\$30.8	\$25.5	Design			
				Notice To Proceed	Apr-11 A	Apr-11 A	
				Final PS&E Complete	Mar-14 A	Mar-14 A	
CONSTRUCTION	99%	\$57.2	\$45.1	Right-of-Way			
				All Parcels Available	Jan-14 A	Jan-14 A	
TOTAL	82%	\$97.4	\$80.0	Construction			
				Notice To Proceed	Sep-14 A	Sep-14 A	
				Construction Complete	Jan-19	Apr-18	(38)

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
				<p>Obtaining County to accept the Pump Station is a critical activity Begin project close out Open roadway to public. UPRR acceptance of all work Begin declaration of excess property for disposal</p>			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	32	24	8				
o Temporary Parcels	3	3	0				
o Total Parcels	35	27	8				

**ALAMEDA CORRIDOR-EAST PROJECT
SAN GABRIEL TRENCH (City of San Gabriel)**

As of March 2018

LOCATION: City of San Gabriel	CONSTRUCTION MANAGER: Jacobs Engineering
DESIGN CONSULTANT: Moffatt & Nichol	CONTRACTOR: Walsh Construction

PHOTO Tie Back Drilling and Installation	WORK COMPLETED PAST QUARTER
	<p>Tiebacks continue to be installed west of Rubio Alhambra Wash Bridge build using Rubio Wash girders Majority of haul routes repaved.</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%	\$33.5	\$33.5	<i>Environmental</i>			
				Statutory Exemption			
RIGHT-OF-WAY	100%	\$32.5	\$30.7	<i>Design</i>			
				NTP for Prel Design			
				Complete Prel Design			
				100 % Submittal			
CONSTRUCTION	94%	\$227.7	\$205.6	<i>Right-of-Way</i>			
				All Parcels Available			
TOTAL	92%	\$293.7	\$269.7	<i>Construction</i>			
				Notice To Proceed			
				Construction Complete			

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
				Final segment of trench west of Ramona is driving the schedule.			
ROW ACQUISITION							
	Plan	Acquired	Remaining				
o Permanent Parcels	64	64	0				
o Temporary Parcels	62	62	0				
o Total Parcels	126	126	0				

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

As of March 2018

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

PHOTO	Turnbull Overpass Rendering	WORK COMPLETED PAST QUARTER
		Completed CEQA Initiated NEPA Environmental Documentation Continued on 35% design Continue to attempt to obtain design exception with County and City

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	10%	\$10.1	\$1.0	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	May-18	0
				100 % Submittal	Jun-19	Jun-19	0
CONSTRUCTION	0%	\$42.3	\$0.0	Right-of-Way			
				All Parcels Available	Oct-19	Oct-19	0
TOTAL	1%	\$86.2	\$1.0	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			
				Project Definition Report to be submitted to committee Final Design contract to be submitted to committee			
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: April 23, 2018

SUBJECT: Receive and File: Environmental Mitigation Monitoring Reports

RECOMMENDATION: Receive and file the ACE Environmental Mitigation Monitoring Reports for the period covering the 3rd quarter of Fiscal Year 2018.

BACKGROUND: Appended to this report are the quarterly environmental mitigation monitoring and public contact reports for each of ACE's projects 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 ACE's response.



Construction Mitigation Measure Matrix
Alameda Corridor-East Project
1st Quarter Report (January 1, 2018 – March 31, 2018)
Fairway Drive Grade Separation Project

	Mitigation Complete	
Mitigation Measure	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 Complete	
Mitigation Measure	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 Complete	
Mitigation Measure	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"/> SWPPP compliance monitoring conducted weekly	
17. A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	<input checked="" type="checkbox"/> 12/29/14 SWPP prepared by Incompli, revised 5/4/15	
18. Construction BMPs used to minimize erosion per SWPPP	<input checked="" type="checkbox"/>	
19. Retaining walls constructed for long-term slope stabilization	<input checked="" type="checkbox"/>	
20. Erosion prevention planting used in conjunction with a geofabric, where feasible		<input checked="" type="checkbox"/> N/A in this phase of construction

Hazardous Material/Wastes

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

Biological Resources

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

General Construction Conditions

	YES	NO
25. On-site construction manager available at all times	<input checked="" type="checkbox"/>	
26. Minimize interruption to utility services	<input checked="" type="checkbox"/>	
27. Mobile and stationary equipment maintained in proper working order	<input checked="" type="checkbox"/>	
28. Non-potable water used for construction activities, when feasible		<input checked="" type="checkbox"/> 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 open	
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"/> Current closures: Fairway Drive NB and SB reduced from 2 lanes to 1 lane each direction at Business Pkwy.	
34. Advance notice of proposed transit reroutes and any other changes in stops and service made	<input checked="" type="checkbox"/> Ongoing coordination with LA Metro and Foothill Transit	
35. Traffic handling plans approved by the City of Industry	<input checked="" type="checkbox"/>	
36. Coordinate with City of Industry, LA County and Caltrans to provide advance notice of proposed traffic detours and their duration to the public	<input checked="" type="checkbox"/>	
37. Coordination with Caltrans (including frwy signage) and City of Industry to ensure acceptable traffic operations are maintained on SR-60 segment from WB off-ramp to intersection of Fairway Drive and Gale Avenue/Walnut Drive	<input checked="" type="checkbox"/>	

Public Contacts Quarterly Report

DATE	CONTACT	QUERY	RESOLUTION
1/11/18	Business	Inquiry regarding construction impacts during two weeks closure.	Meeting held with business to discuss project schedule, logistics and access.
1/11/18	Business	Inquiry regarding construction impacts during 8-week closure.	Meeting held with business to discuss project schedule, logistics and access.
1/17/18	Business	Meeting requested to introduce new business team to project team.	Information on the schedule, scope, and project update provided.
1/17/18	Business	Inquiry regarding construction impacts during 8-week closure.	Meeting held with business to discuss project schedule, logistics and access.
1/18/18	Resident	Complaint regarding traffic congestion due to construction activities.	Information on the project scope and timeline provided.
2/7/18	Business	Request for business assistance and detour information.	Outreach material and additional signage provided
2/28/18	Business	Inquiry regarding construction schedule and access.	Information on schedule, detour routes and project update provided.
3/15/18	Business	Follow-up meeting held to discuss business access during construction.	Business owner presented with access options for consideration.



Construction Mitigation Measure Matrix
Alameda Corridor-East Project
1st Quarter Report (January 1, 2018 – March 31, 2018)
Fullerton Road Grade Separation Project

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

Archaeo & Paleo Monitoring		YES	NO
7.	Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/> The briefing was completed on January 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	

Noise & Vibration		YES	NO
10.	Conduct construction in a manner that minimizes noise and maintains noise levels below City limits at noise sensitive land uses	<input checked="" type="checkbox"/>	
11.	Use effective noise mufflers on equipment	<input checked="" type="checkbox"/>	
12.	Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>	
13.	Noise monitoring conducted to demonstrate compliance with noise limits	<input checked="" type="checkbox"/> Noise monitoring 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, 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"/> Retaining wall # 7 is under construction.	
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 currently closed north of Railroad Street.	
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
1-22-18	Resident	Inquiry regarding property acquisition letter from County of Los Angeles.	Resident referred to County of Los Angeles
2-28-18	Business	Inquiry regarding project schedule.	Information provided.
3-8-18	Business	Inquiry regarding project schedule.	Information provided.
3-20-18	Business	Inquiry regarding project schedule and access.	Information on the schedule, access and construction update provided.



Construction Mitigation Measure Matrix
Alameda Corridor-East Project
1st Quarter Report (January 1, 2018 – March 31, 2018)
Puente Avenue Grade Separation Project

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

	Mitigation Measure	Mitigation Complete	
<u>Archaeo & Paleo Monitoring</u>		YES	NO
7.	Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/>	The briefing was completed on 3/30/15.
8.	Conduct Paleontological Monitoring where excavation exceeds 1.5 meters (5 ft) below ground surface (may be reduced as warranted)	<input checked="" type="checkbox"/>	
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, Oct 31, 2014

	Mitigation Measure	Mitigation Complete	
<u>Noise & Vibration</u>		YES	NO
10.	Conduct construction in a manner that minimizes noise and maintains noise levels below City limits at noise sensitive land uses	<input checked="" type="checkbox"/>	
11.	Use effective noise mufflers on equipment	<input checked="" type="checkbox"/>	
12.	Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>	
13.	Noise monitoring conducted to demonstrate compliance with noise limits	<input checked="" type="checkbox"/>	Noise monitoring 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		Preconstruction video of adjacent bldg. conditions is on file at construction office. No vibration monitoring is planned.

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"/>	10/15/14 SWPPP by MWH and Amendment 1, 5/14/15 are 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"/>	

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"/>	No contaminated soil is currently stored on site.

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"/> Puente Ave is closed	
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 Puente Avenue closure for bridge construction	<input checked="" type="checkbox"/> Valley Blvd is complete and all lanes are open	
33.	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	
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"/>	

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DATE	CONTACT	QUERY	RESOLUTION
2-2-18	Business	Complaint regarding construction impacts and property line.	Agreement reached to add tenant as named insured to contractor's policy.



Construction Mitigation Measure Matrix
Alameda Corridor-East Project
1st Quarter Report (January 1, 2018 – March 31, 2018)
San Gabriel Trench Grade Separation Project

Mitigation Measure	Mitigation Complete	
	YES	NO
Air quality		
1. Use low sulfur fuel in construction equipment	<input checked="" type="checkbox"/>	
2. Dust control plan is available from RE. Compliance with Caltrans' Standard Specifications Sections 7-10F and 10	<input checked="" type="checkbox"/> Walsh Approved April 23, 2013	
3. Minimize Dust by Watering (Rule 403)	<input checked="" type="checkbox"/>	
4. Cover Haul Trucks and Operate less than 15 MPH	<input checked="" type="checkbox"/>	
5. Suspend construction operations in unpaved areas when winds more than 25 MPH	<input checked="" type="checkbox"/>	
6. Ballast wetted as it is unloaded from haul trucks	<input checked="" type="checkbox"/>	
7. Asphalt paving materials comply with SCAQMD Rule 453 regarding compliant paving material	<input checked="" type="checkbox"/>	

Mitigation Measure	Mitigation Complete	
	YES	NO
Archaeo & Paleo Monitoring		
8. Archaeological Monitor in attendance at initial clearing and grading activities	<input checked="" type="checkbox"/> Archaeological Monitor and Native American Monitor on-site as needed during excavation.	
9. Conduct Paleontological spot checking for excavations up to 4 feet in depth to ensure sensitive sediments are not being impacted. Conduct monitoring where excavation exceeds 4 feet below ground surface. Monitoring requirements may be adjusted based upon the confirmed depth of sensitive sediments at the site	<input checked="" type="checkbox"/> Ongoing Paleo monitoring as needed during excavation activities.	

Mitigation Measure	Mitigation Complete	
	YES	NO
Noise & Vibration		
10. Noise Plan is available from RE. The plan includes noise monitoring to demonstrate compliance with noise limits specified in the MMRP	<input checked="" type="checkbox"/> ABE Construction Services Approved November 26, 2012	
11. Avoid construction processes that generate high vibration levels within 76.5 meters (250 ft) of any residence	<input checked="" type="checkbox"/> Piles are drilled. No pile driving.	

12.	Vibration intensive construction activities (such as pile driving) limited to weekdays during daytime hours	<input checked="" type="checkbox"/>	N/A. There are no driven piles for this project	
13.	Use effective noise mufflers on equipment	<input checked="" type="checkbox"/>		
14.	Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>		
15.	Temporary noise barriers used to reduce construction noise at sensitive land uses per the MMRP	<input checked="" type="checkbox"/>	Temporary noise blankets installed at 2 locations per the project plans.	
16.	Vibration monitoring performed during vibration-intensive activities	<input checked="" type="checkbox"/>	Vibration monitoring is being conducted as needed and results are on file in the construction office.	

Water Quality & Erosion

		YES	NO
17.	No detrimental discharge into drainages and bodies of water	<input checked="" type="checkbox"/>	
18.	A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	<input checked="" type="checkbox"/>	David Sluga December 2012 – Approved 12/17/12
19.	BMPs used to minimize erosion	<input checked="" type="checkbox"/>	
20.	Retaining walls constructed for long-term slope stabilization	<input checked="" type="checkbox"/>	
21.	Erosion prevention planting used in conjunction with a geofabric, where feasible	<input checked="" type="checkbox"/>	

Hazardous Material/Wastes

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

General Construction Conditions

		YES	NO
25.	On-site construction manager available at all times	<input checked="" type="checkbox"/>	
26.	Emergency Response Plan available from RE	<input checked="" type="checkbox"/>	Walsh Approved 10/26/12

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

Traffic

		YES	NO
30.	Construction coordinated with other major public or private construction projects within a one-mile radius and construction contracts scheduled to avoid overlapping major activities	<input checked="" type="checkbox"/>	
31.	Haul Route Plan is available from RE. Haul routes should minimize intrusion to residential areas	<input checked="" type="checkbox"/> Haul routes on plan sheets 257 to 264	
32.	Bridge construction that requires street closure scheduled so only one crossing in an area is affected at one time	<input checked="" type="checkbox"/> Temporary Closure on Mission for bridge deck repair	
33.	Local residents and businesses notified in advance of proposed construction activity	<input checked="" type="checkbox"/>	
34.	Advance notice of proposed transit reroutes and any other changes in stops and service made	<input checked="" type="checkbox"/> Coordination with LA Metro is ongoing	
35.	Traffic handling plans approved by the City of San Gabriel, the City of Alhambra and the City of Rosemead.	<input checked="" type="checkbox"/>	
36.	Coordinate with City of San Gabriel and the City of Alhambra to provide advance notice of proposed traffic detours and their duration provided to the public	<input checked="" type="checkbox"/> There is ongoing coordination with the Cities of San Gabriel, Alhambra and Rosemead.	

Public Contacts Quarterly Report

DATE	CONTACT	QUERY	RESOLUTION
1-22-18	Business	Inquiry regarding business loss.	Claim form provided.
1-22-18	Business	Inquiry requesting information on any planned separation between business and UPRR right of way.	Business owner provided with information requested.
2-6-18	Resident	Complaint regarding construction vibration.	Contractor directed to mitigate the issue.
3-1-18	Resident	Inquiry regarding planned repairs to property.	Resident provided with information requested and contractor completed the work.
3-5-18	Business	Complaint regarding street drainage and business damages.	Claim form provided.