



**AGENDA AND NOTICE OF THE MEETING OF THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
CAPITAL PROJECTS AND CONSTRUCTION COMMITTEE
MONDAY, AUGUST 23, 2021 - 12:00 PM PACIFIC TIME
Teleconference Meeting**



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

Livestream Available at: https://youtu.be/w-Aoy4MC_bQ

CHAIR

Nancy Lyons

Mayor, City of Diamond
Bar
Southeast District

VICE CHAIR

Cory Moss

Mayor, City of Industry
ACE City

MEMBERS

Hon. Kathryn Barger

LA County Supervisor
District 5

Hon. Hilda Solis (alt.)

LA County Supervisor
District 1

Becky Shevlin

SGVCOG President
Councilmember, City of
Monrovia

Tim Hepburn

Mayor, City of La Verne
Northeast District

Maria Morales

Councilmember, City of
El Monte
Central District

Diana Mahmud

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Southwest District

Susan Jakubowski

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Marino
Northwest District

Scarlet Peralta

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Montebello
ACE City

Tim Sandoval

Mayor, City of Pomona
ACE City

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

The Capital Projects and Construction Committee agenda packet is available on the website: <https://www.sgvkog.org/capitalprojects>. You may request an electronic copy by contacting the Committee Liaison via email.

Due to the on-going public health concerns, there will be no physical place to attend the meeting to ensure the safety of Committee Members, staff and the public. The Capital Projects and Construction Committee will conduct its meeting through Zoom Video Communications. The public may participate in the meeting via Zoom or watch the livestream on YouTube via the two links on top of the agenda page.

PUBLIC PARTICIPATION: Members of the public may comment on any item on the agenda at the time it is taken up by the Committee. We ask that members of the public come forward to be recognized by the Chair and keep their remarks brief. If several persons wish to address the Committee on a single item, the Chair may impose a three-minute time limit on individual remarks at the beginning of the discussion. Persons addressing the Committee are to refrain from making personal, slanderous, profane or disruptive remarks. Your attendance at this public meeting via Zoom may result in the recording of your voice.

TO ADDRESS THE COMMITTEE: The public may comment on any matter within the jurisdiction of the Committee during the public comment period and may also comment on any agenda item at the time it is discussed. The public may only comment on items that are on the agenda. We ask that members of the public state their name for the record and keep their remarks brief. If several persons wish to address the Committee on a single item, the Chair may impose a time limit on individual remarks at the beginning of discussion. The Committee may not discuss or vote on items not on the agenda.

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

COMMITTEE LIAISON: Charlotte Stadelmann (cstadelmann@sgvcog.org), (626) 962-9292.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 962-9292. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.



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

- Email: Please email your public comment at least 1 hour prior to the scheduled meeting time. Indicate in the Subject Line of the email “FOR PUBLIC COMMENT.” Emailed public comments will be read into the record and will be part of the recorded meeting minutes. Public comment may be summarized in the interest of time, however the full text will be provided to all Committee members prior to the meeting.
- Zoom: Through Zoom, you may speak by using the web interface “Raise Hand” feature. Wait to be called upon by staff, and then you may provide verbal comments for up to 3 minutes. Public comment is taken at the beginning of the meeting for items not on the agenda. Public comment is also accepted at the beginning of each agenda item.
- Any member of the public requiring a reasonable accommodation to participate in this meeting should contact the committee liaison at least 48 hours prior to the meeting.

PRELIMINARY BUSINESS

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

PROJECT REPORTS – RECEIVE AND FILE

6. Director of Capital Projects Monthly Report ([Pages 4-6](#))
7. Progress on Major Projects in Construction - Verbal Presentation by Project Managers
8. Rio Hondo Watershed Load Reduction Strategy Project Update ([Pages 7-35](#))
9. Proposed Funding Guidelines for the Measure M Multi-Year Subregional Program for San Gabriel Valley Subregion in FY 2022-2025 ([Pages 36-76](#))

ACTION ITEMS

10. Approval of Capital Projects and Construction Committee Meeting Minutes of July 26, 2021 ([Pages 77-80](#))
11. Approval of Selection, Award of Contract, and Issuance of Task Order No. 1 to AECOM for the Construction Management Services for the Fullerton Road Grade Separation Construction Completion Project ([Pages 81-116](#))

ADJOURN

REPORT

DATE: August 23, 2021

TO: Capital Projects and Construction Committee Members & Alternates

FROM: Eric C. Shen, Director of Capital Projects

RE: DIRECTOR OF CAPITAL PROJECTS' MONTHLY REPORT

RECOMMENDED ACTION

Receive and file.

BACKGROUND

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

I. PROJECTS**SR57/60 Confluence Chokepoint Relief Program**

A special meeting closed session was held on August 13, 2021. Staff received guidance from the Committee and began proceeding on the follow-up agreements with the County of Los Angeles Parks and Recreation Department on the replacement land issue. Staff is working with the City of Diamond Bar on the design and funding arrangement for the Diamond Bar Boulevard/SR-60 eastbound on-ramp improvements. A recommended supplemental funding plan will be presented to the Committee for review in September 2021.

II. FUNDING

Staff participated in a workshop earlier this month on the proposed guidelines for the 2022 Transit and Intercity Rail Capital Program (TIRCP) Award Cycle. CalSTA has approximately \$500-600 million of new funding for projects statewide to award through Fiscal Year 2026-27 with applications due in early 2022. Subject to legislative budgetary action, CalSTA anticipates awarding \$2.5 billion through the 2022 TIRCP, including \$1 billion for Los Angeles Olympics projects, \$1 billion for transit and rail connectivity projects and, of significance to the ACE projects, \$500 million to support high-priority grade separation and grade crossing improvement projects.

III. CONTRACTING

The SGVCOG has delegated to the Executive Director or the designee the authority to approve new contracts or change orders for previously approved contracts within certain limits, with a requirement that staff formally report such contract action.

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

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

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

Consultant/Vendor: Moffatt & Nichol

Contract Category: Design Services

Contract Number: 15-02 Task Order 4, Rev. 13 (Montebello Phase 3 – Final Design)

- Total Board approved amount to-date: \$7,704,100
- Maximum contingency based on Board-approved budget (10%): \$770,410
- Justifications: Time extension only.
- Fiscal impact: \$0
- Total Staff-authorized amount to-date: \$749,900
- Total Board-approved plus Staff-authorized amount: \$8,382,100
- Cumulative use of available contingency fund (%) = 88%

Consultant/Vendor: Riverside Construction, Co., Inc.

Contract Category: Construction


Contract Number: 18-02 Durfee Construction Contract, Contract Change Order No. 005


- Total Board approved amount to-date: \$43,957,683
- Maximum contingency based on Board-approved budget (10%): \$4,395,768
- Justifications: Increases bid item amounts due to material underruns.
- Fiscal impact: \$139,500
- Total Staff-authorized amount to-date: \$471,615
- Total Board-approved plus Staff-authorized amount: \$44,568,798
- Cumulative use of available contingency fund (%) = 14%

V. COMMUNITY OUTREACH UPDATE

- Distributed construction alert notices regarding the restart of construction activities for the Fullerton Road grade separation project

- Staffed an information booth and distributed notices regarding the temporary 17-month closure of the Diamond Bar Golf Course for renovations as part of the SR 57/60 Confluence Chokepoint Relief Project
- Provided staff support for a presentation to the Diamond Bar City Council on the Diamond Bar Golf Course closure for the SR 57/60 Confluence Chokepoint Relief Project
- Provided staff support for a tour of the ACE Projects for Caltrans staff
- Conducted ongoing community outreach and support activities for the Fairway Drive, Fullerton Road, Durfee Avenue, Turnbull Canyon Road and Montebello Corridor grade separation projects and the SR 57/60 Confluence Chokepoint Relief Project

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

Approved by: 
Marisa Creter
Executive Director

cpcc 20210823 dcp monthly report vf

REPORT

DATE: August 23, 2021

TO: Capital Projects and Construction Committee Members & Alternates

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

RE: UPDATE ON THE RIO HONDO WATERSHED LOAD REDUCTION STRATEGY PROJECT

RECOMMENDED ACTION

Receive and file.

BACKGROUND

The Rio Hondo Watershed Load Reduction Strategy (LRS) project is a collaboration between the San Gabriel Valley Council of Governments (SGVCOG), Los Angeles County (LA County) and several neighboring cities to address the need for low flow diversions from the Rio Hondo Watershed, which were identified in the Rio Hondo Load Reduction Strategy (and Amendments). The low flow diversion projects are also consistent with the implementation identified in the Upper Los Angeles River (ULAR) Enhanced Watershed Management Program (EWMP) Plan. Three sites are included in the project, which include enhancements to the Alhambra Wash, Eaton Wash and Rubio Wash to address bacterial contamination, improve water quality, and incorporate nature-based solutions and community enhancements.

CURRENT STATUS

The total remaining cost of each Rio Hondo Watershed LRS project, including design, environmental, acquisition, and construction is as follows (dollar amounts are approximate):


- Alhambra Wash - \$5.1 million dollars
 - \$2.5 million dollars provided by the SCW
- Eaton Wash - \$3.5 million dollars
 - \$1.7 million dollars provided by the SCW
- Rubio Wash - \$5.6 million dollars
 - \$2.8 million dollars provided by the SCW


The Rio Hondo LRS projects team met to discuss next steps on June 9, 2021. SGVCOG will assist with the project right-of-way (ROW) acquisition process once the project plans have been developed further. The Alhambra Wash project site would require a Southern California Edison (SCE) request of access and easement. The Rubio Wash project site will require a new easement and/or acquisition for the placement of project components. The Rubio Wash project site may also include other above-ground enhancements that would occur within the Caltrans ROW, but the team is exploring methods to avoid this occurrence. The Alhambra Wash project site could

potentially include a multi-use site within the City of Rosemead jurisdiction, the SGVCOG is exploring the City's interest in this project component.

The Project team requires neighboring Cities and participating agencies to provide guidance on whom the operation and maintenance responsibilities would be assigned to for each project. At the present time, the design team is collecting input from potential operating agency(ies) for future operations and maintenance consideration.

The next steps of the project are to move into design, permitting, ROW acquisition, and public outreach. Design plans (65% level) are currently being developed and will be submitted to SGVCOG for review Fall 2021. As part of the permitting process and requirements, the County will evaluate utilizing the Water Resources Development Act, Section 214 (WRDA 214) for permitting. The Water Resources Development Act of 2000 (WRDA 2000, Public Law No. 106-541) as amended, allows the United States Army Corps of Engineers to accept funds from non-federal public entities to provide priority review of their permit applications. If this effort is not successful, the SGVCOG may explore establishing its own WRDA 214. The SGVCOG and LA County have agreed to set up future coordination meetings as the project progresses.

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

Approved by: 
Marisa Creter
Executive Director

Attachments: PowerPoint Presentation by CWE, dated June 9, 2021.

cpcc 20210823 rio hondo lrs update vf

Alhambra Wash, Eaton Wash, and Rubio Wash Dry-Weather Diversions

Funding Program (Infrastructure Program)

Project Lead: San Gabriel Valley Council of Governments (SGVCOG),
Eric Shen

Presenters: Vik Bapna and Katie Harrel (CWE)



Project Overview

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A collaboration between SGVCOG, LA County, and several neighboring Cities. This multi-benefit projects will treat dry-weather runoff from Alhambra Wash, Eaton Wash, and Rubio Wash upstream of Rio Hondo to address bacteria.

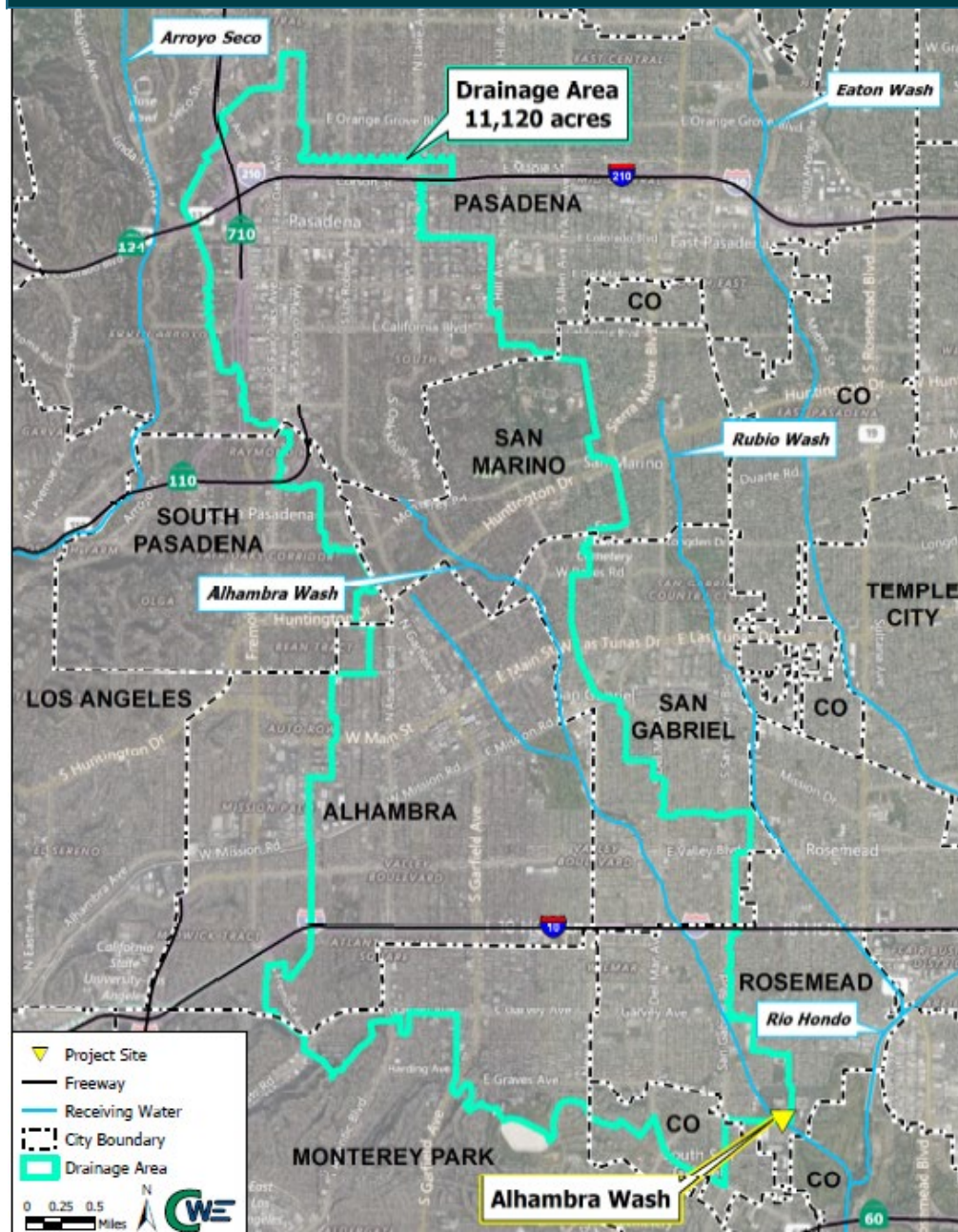
- Primary objective: improve water quality
- Secondary objective: incorporate nature-based solutions/community enhancements
- Currently in design phase
- Requesting funds for design and construction
- Requesting \$2,572,180 for Alhambra, \$1,729,220 for Eaton, and \$1,729,220 for Rubio





Project Location (Alhambra Wash)

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- Within the Rio Hondo Watershed (Alhambra Wash Subwatershed)
- 11,120 acres
- Major land uses:
 - 67% single-/multi-family residential
 - 17% commercial



Project Location (Eaton Wash)

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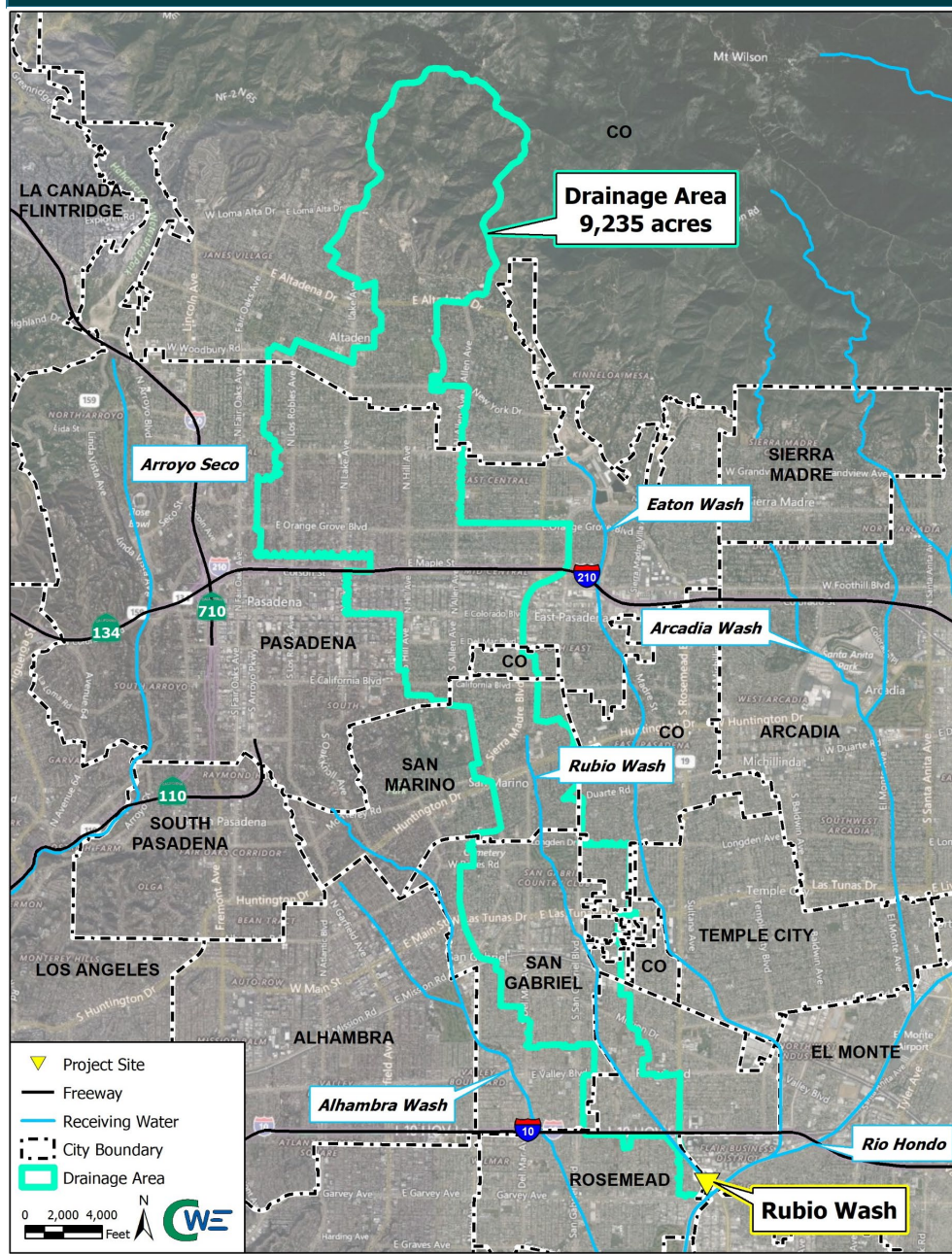


- Within the Rio Hondo Watershed (Eaton Wash Subwatershed)
- 15,680 acres
- Major land uses:
 - 45% single-/multi-family residential
 - 41% vacant



Project Location (Rubio Wash)

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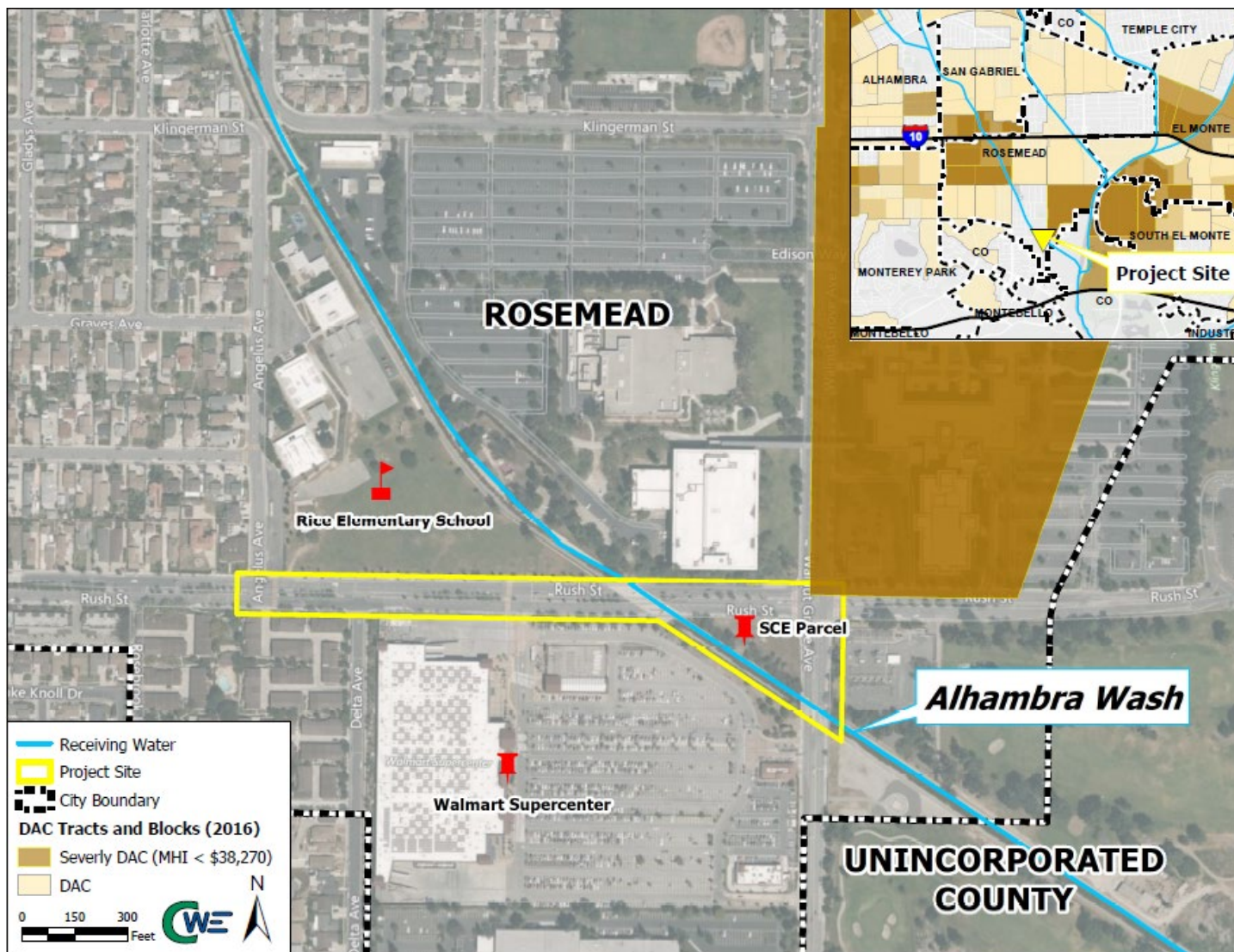


- Within the Rio Hondo Watershed (Rubio Wash Subwatershed)
- 9,235 acres
- Major land uses:
 - 68% single-/multi-family residential
 - 18% vacant
 - 8% commercial



Project Location (Alhambra Wash)

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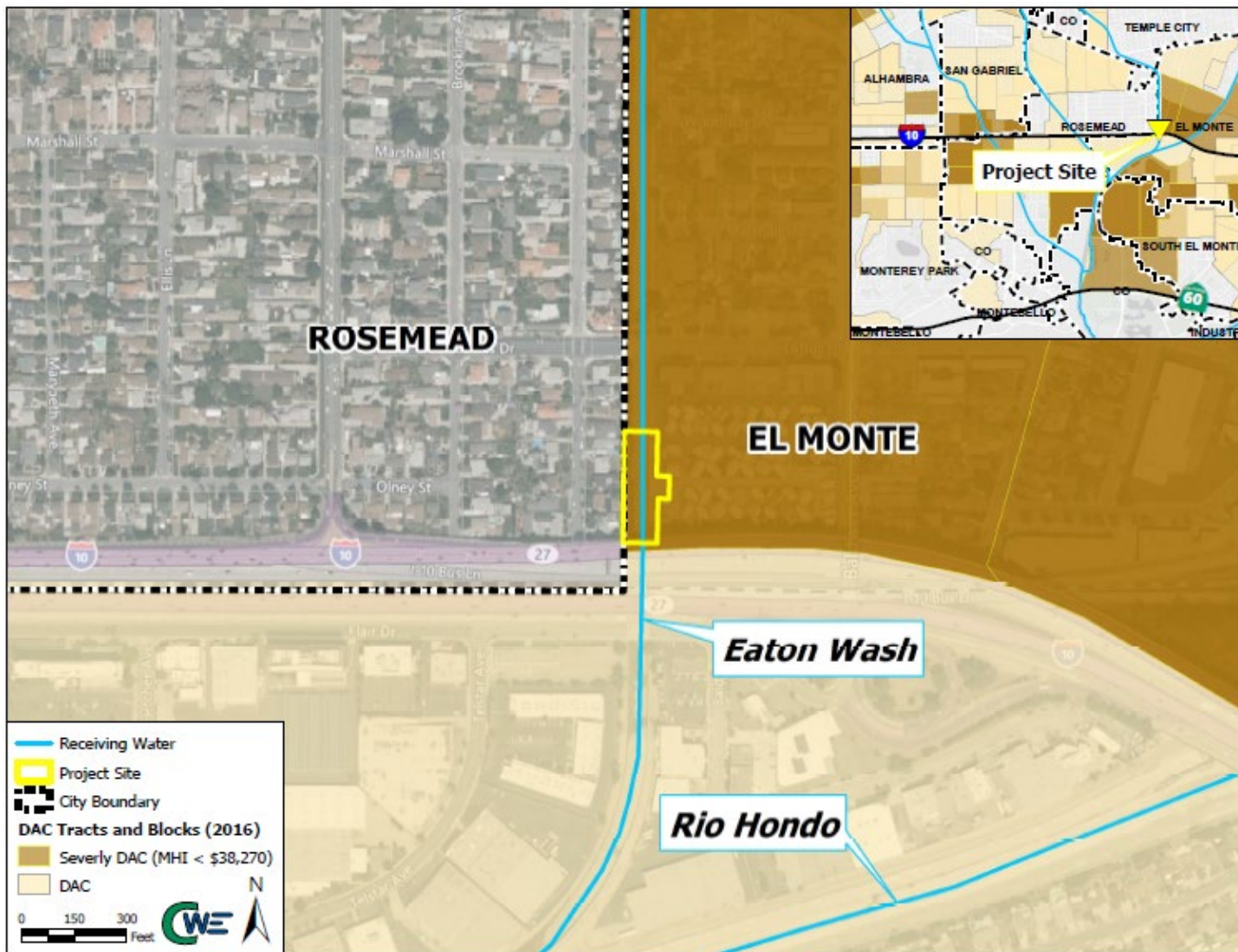


- Intersection of Rush Street and Walnut Grove Avenue
- City of Rosemead
- Across the street from Rice Elementary School
- Surrounded by DAC



Project Location (Eaton Wash)

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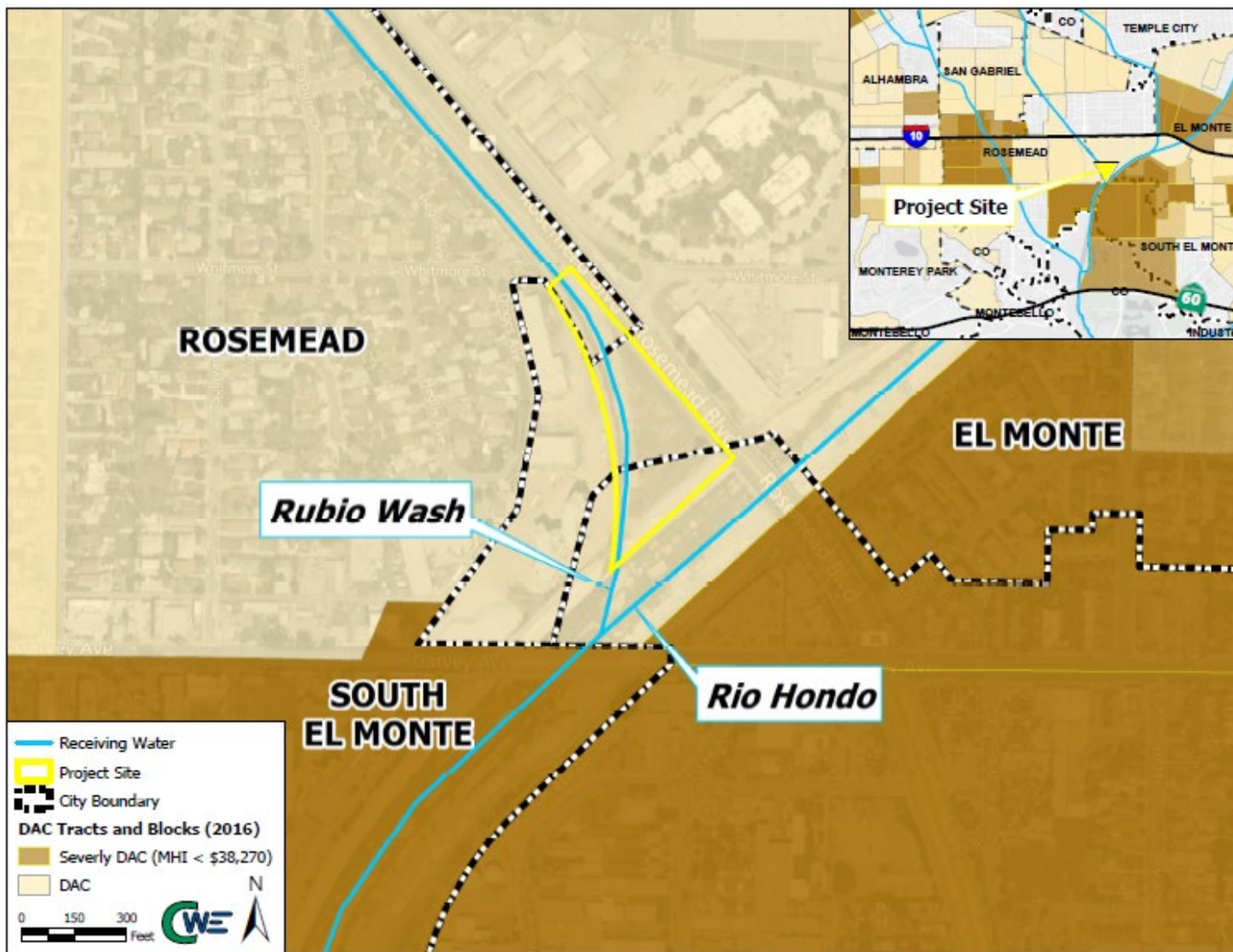


- Eaton Wash near Loftus Drive
- City of El Monte
- Located in residential area
- Within and surrounded by DAC



Project Location (Rubio Wash)

COVER PAGE



- Intersection of Rosemead Boulevard and Whitmore Street
- City of Rosemead/El Monte
- Just upstream of confluence with Rio Hondo
- Within and surrounded by DAC
- Near residential and non-residential areas
- Coordination with Caltrans for work on Rosemead Boulevard

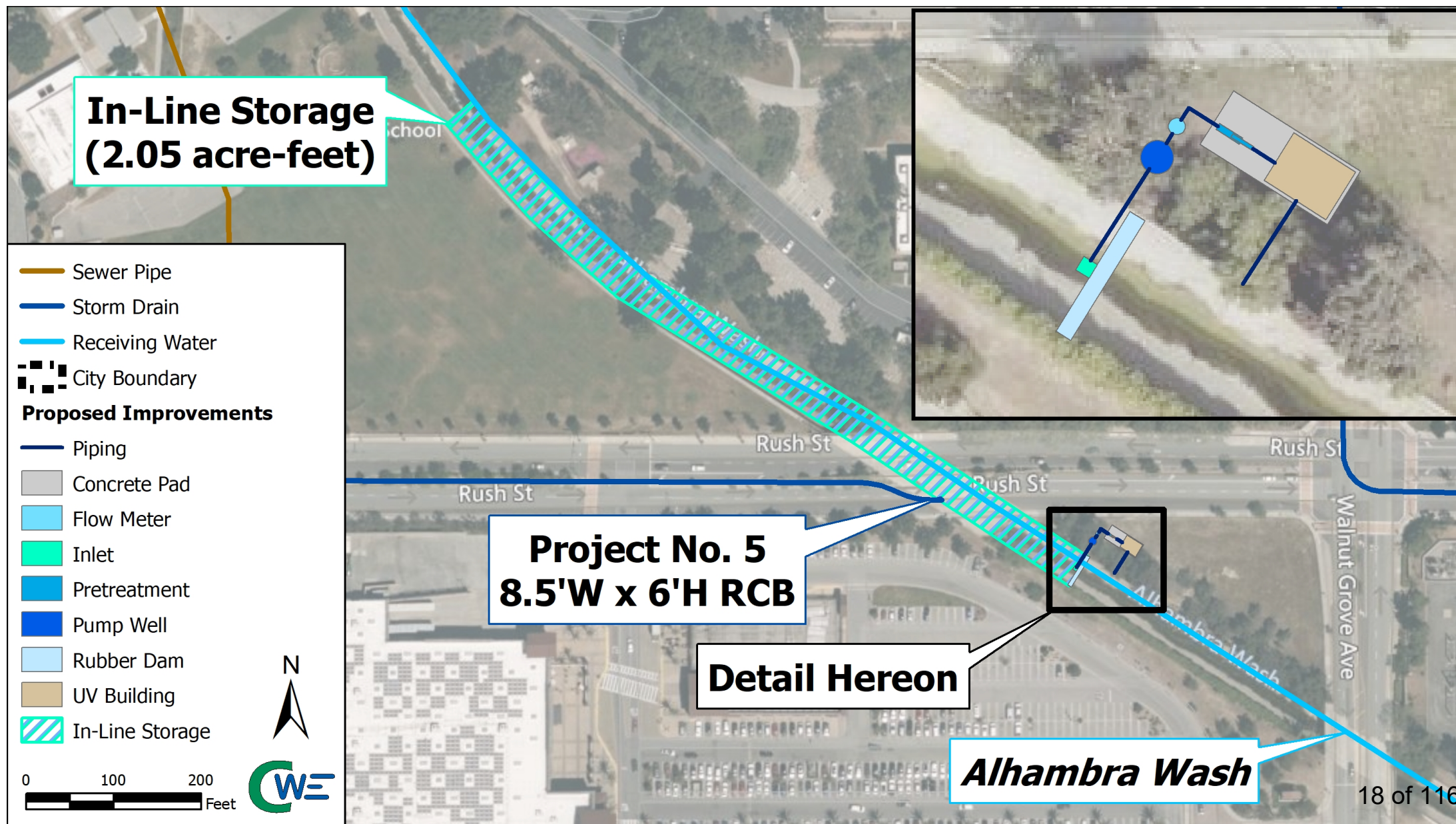


- Upper Los Angeles River (ULAR) Enhanced Watershed Management Plan (EWMP) identified need for low flow diversions
- Rio Hondo Load Reduction Strategy (LRS) and amendments
- Project is needed to address bacteria loading to Rio Hondo (Los Angeles River Bacteria TMDL)
- Feasibility Study completed – selected preferred alternative
- Improves DAC community:
 - Enhances local environment with trees + shade
 - Includes educational signage for community engagement
 - Includes bioswales for water quality enhancement and education



Project Details (Alhambra Wash)

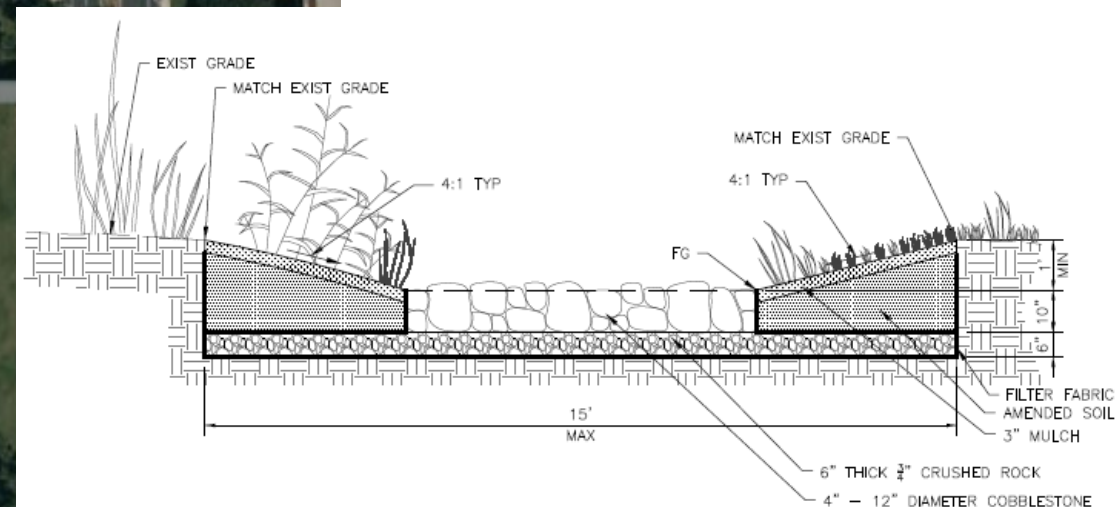
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Project Details (Alhambra Wash)

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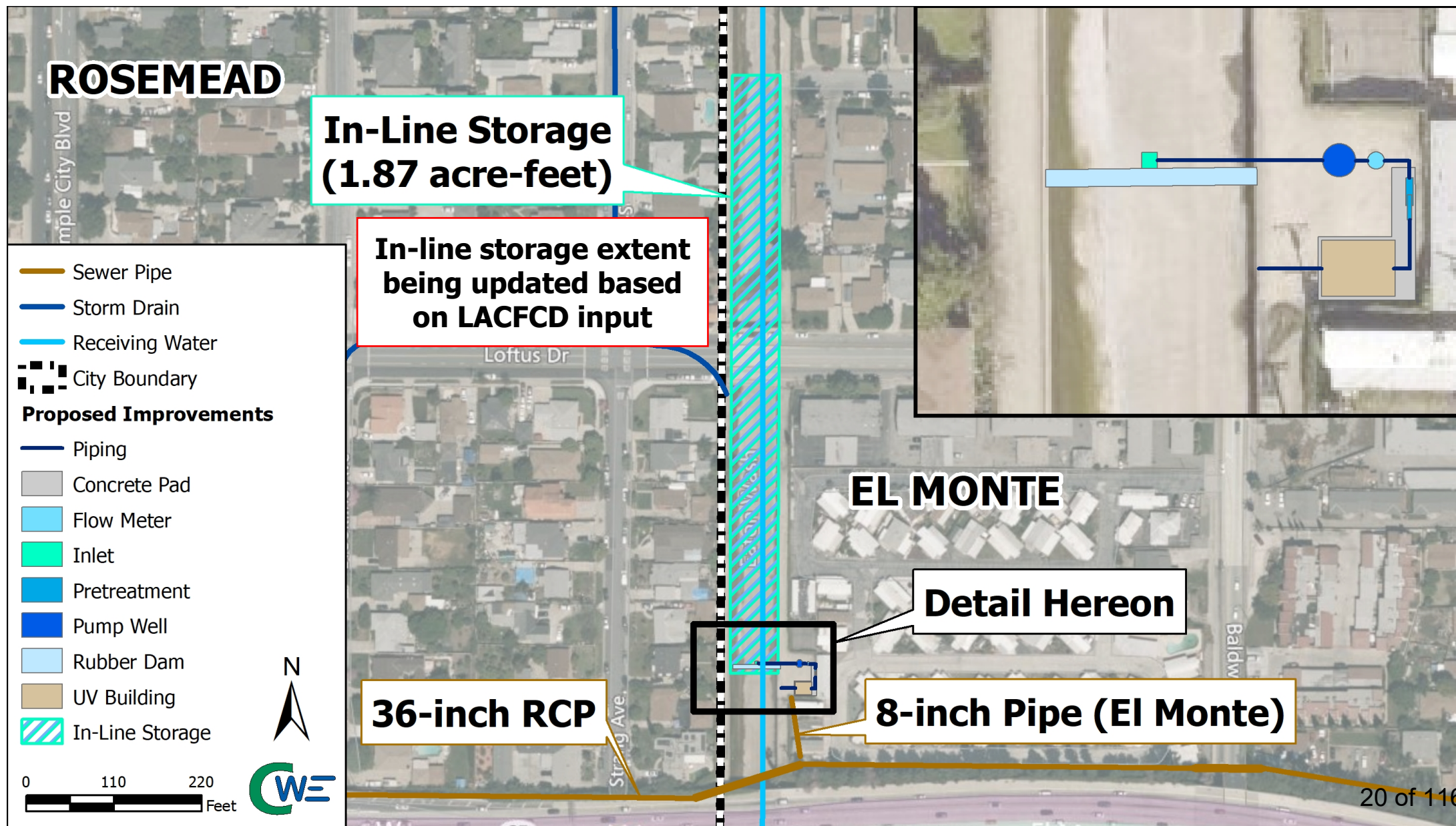
1 PRELIMINARY BIOSWALE DETAIL
NOT TO SCALE

- Trees
- Bioswale
- Educational signage
- Exact locations under evaluation



Project Details (Eaton Wash)

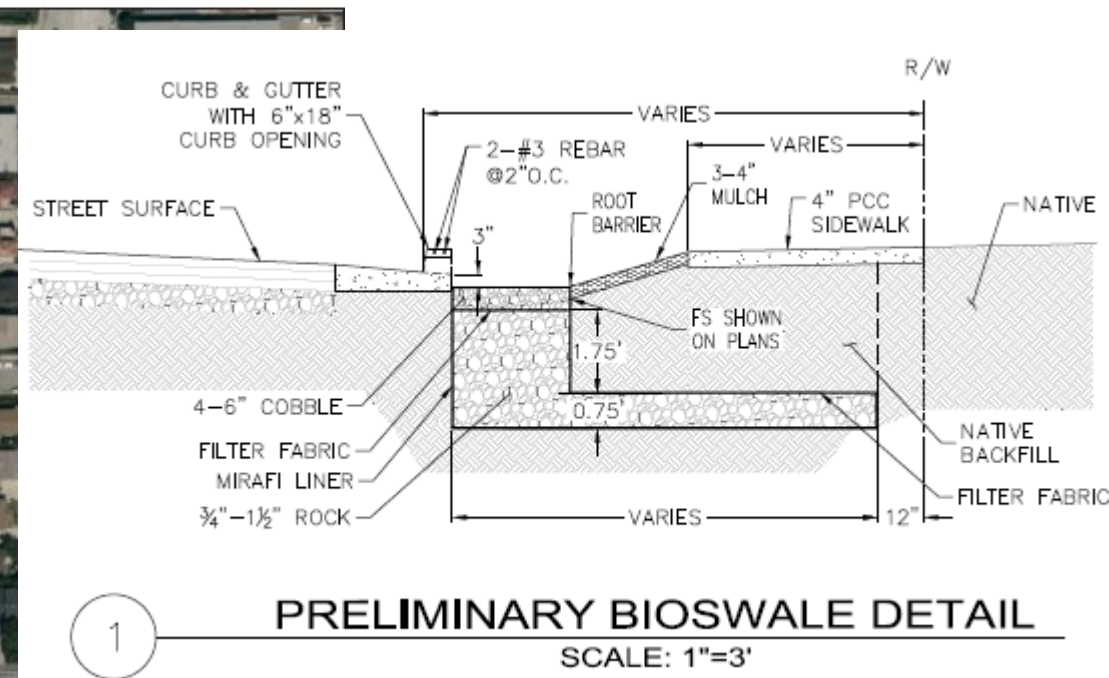
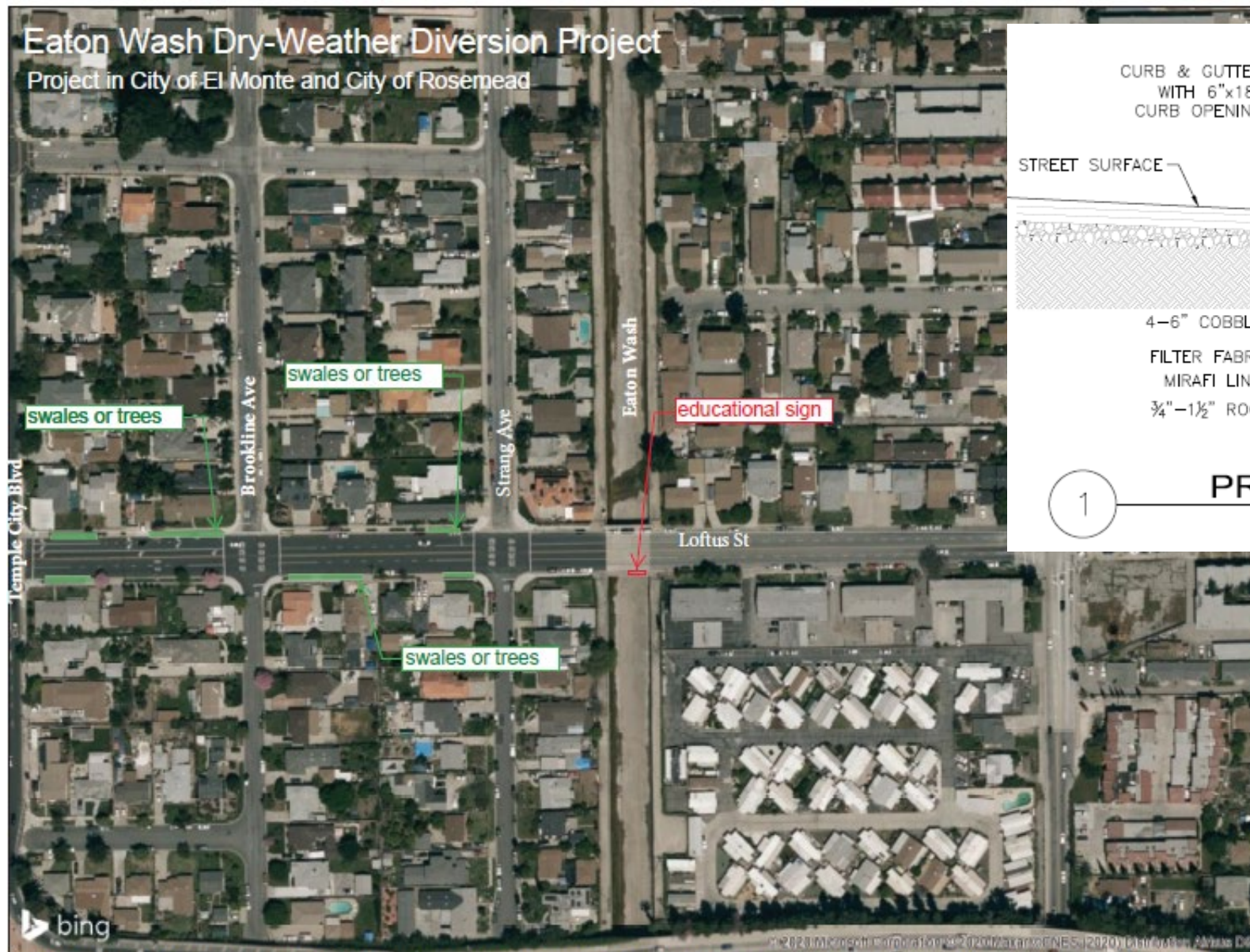
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Project Details (Eaton Wash)

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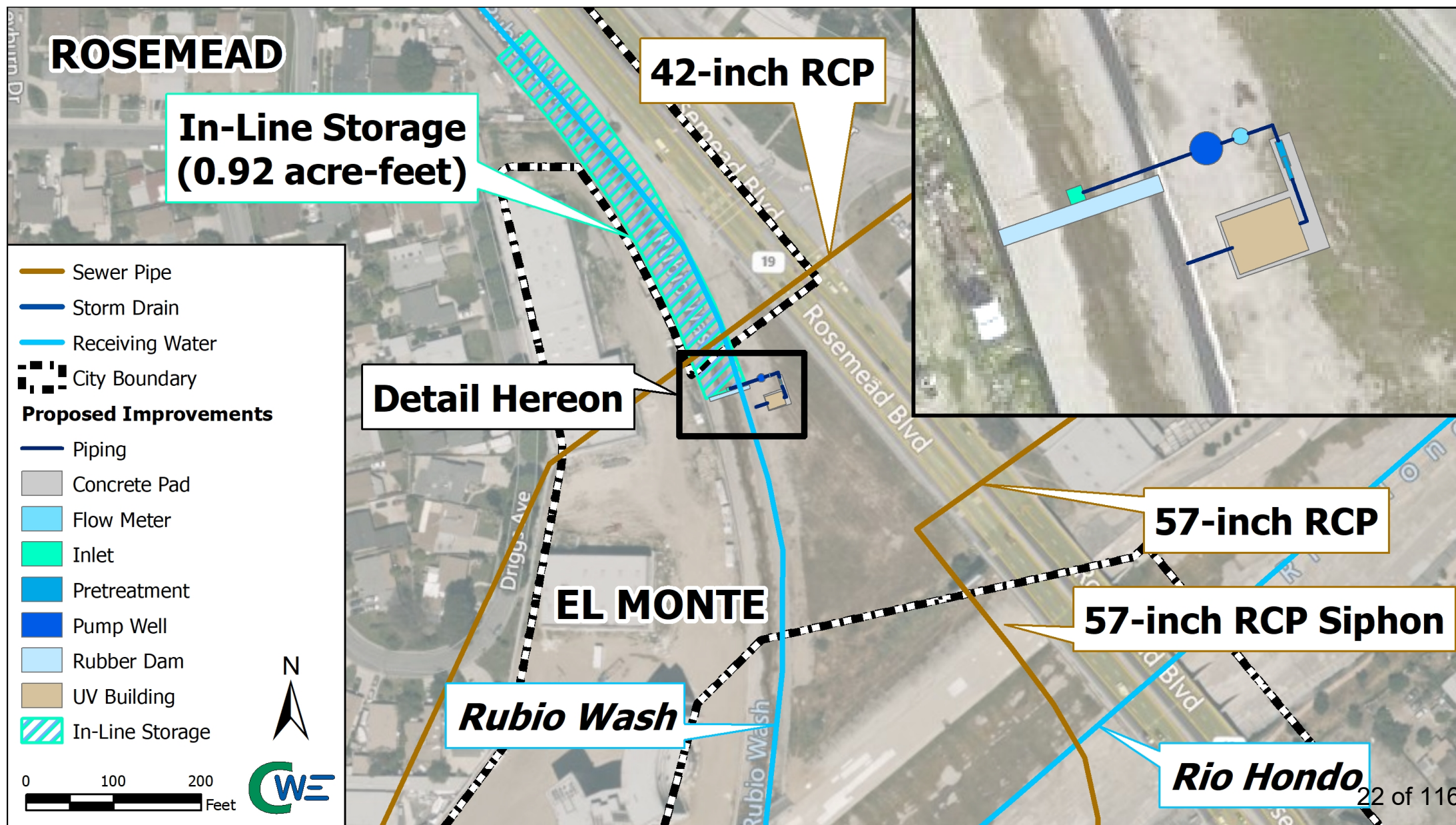


- Trees
- Bioswale
- Educational signage
- Exact locations under evaluation



Project Details (Rubio Wash)

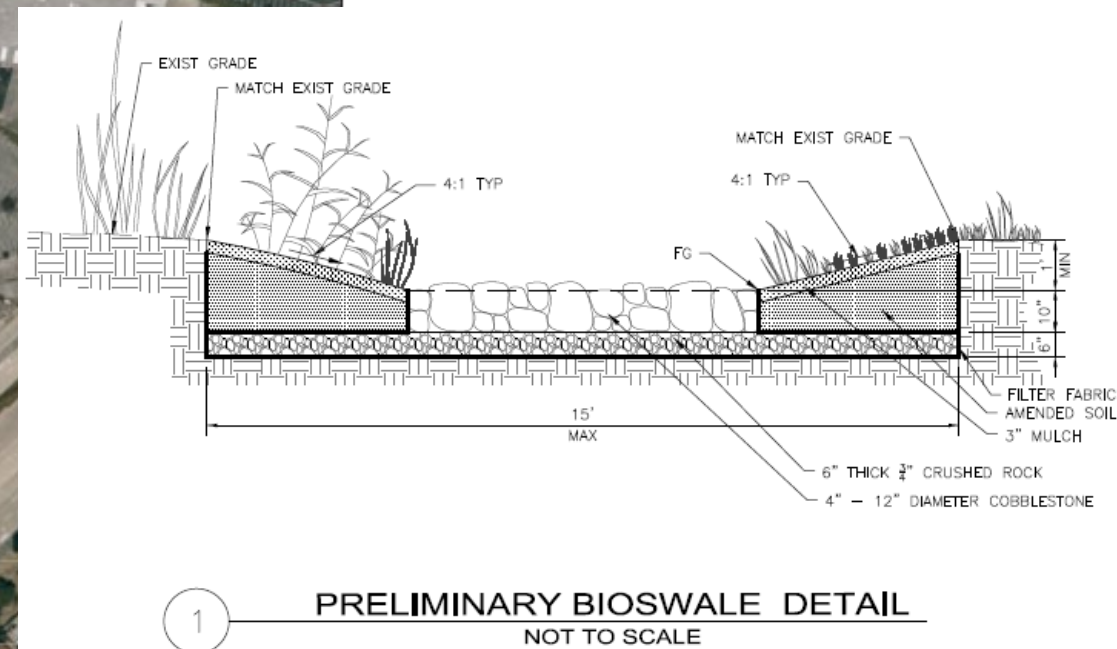
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Project Details (Rubio Wash)

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- Trees
- Bioswale
- Educational signage
- Exact locations under evaluation



- Other alternatives evaluated:
 - Diversion to sanitary sewer
 - In-line storage vs. off-line storage
 - Regional treatment facility
 - Groundwater injection
- Site ownership:
 - Alhambra Wash: currently vacant and owned by SCE
 - Eaton Wash: LACFCD property without impeding access road
 - Rubio Wash: currently vacant and privately owned
- Groundwater expected 25-50 feet beneath surface
- Infiltration rates observed: 0.06-0.11 inches/hour



Cost & Schedule (Alhambra Wash)

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Phase	Description	Cost	Completion Date
Planning	Preliminary Engineering and Feasibility Study	\$125,000	06/2020
Design	Acquisition (purchase full/partial property or coordinate for easement)	\$1,303,000	12/2021
Design	Design and Permitting	\$550,600	04/2023
Construction	Construction and Construction Management	\$3,165,800	08/2024
TOTAL		\$5,144,400	

- Annual maintenance: \$81,000; annual operation: \$34,000; annual monitoring: \$50,000 (total annual cost = \$165,000)
- Project lifespan and lifecycle cost: 30 years, \$8,227,177.67



Funding Request (Alhambra Wash)

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Year	SCW Funding Requested	Phase	Efforts during Phase and Year
1	\$275,300	Design	Design and Permitting (half the expected cost)
2	\$651,500	Design	Anticipated acquisition costs to be refined during design and negotiation (half the expected cost)
3	\$822,690	Construction	Construction and Construction Management (25% of expected cost)
4	\$822,690	Construction	Construction and Construction Management (25% of the expected cost)
TOTAL	\$2,572,180		

- Leveraged funding: 50% (existing MOU)
- May request annual costs in the future (to be determined)



Cost & Schedule (Eaton Wash)

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Phase	Description	Cost	Completion Date
Planning	Preliminary Engineering and Feasibility Study	\$125,000	06/2020
Design	Design and Permitting	\$494,000	12/2021
Construction	Construction and Construction Management	\$2,839,500	08/2024
TOTAL		\$3,458,500	

- Annual maintenance: \$115,000; annual operation: \$50,000; annual monitoring: \$50,000 (total annual cost = \$215,000)
- Project lifespan and lifecycle cost: 30 years, \$7,475,452.72



Funding Request (Eaton Wash)

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Year	SCW Funding Requested	Phase	Efforts during Phase and Year
1	\$247,000	Design	Design and Permitting (half the expected cost)
2	\$444,665	Construction	Construction and Construction Management (15% of expected cost)
3	\$444,665	Construction	Construction and Construction Management (15% of expected cost)
4	\$592,890	Construction	Construction and Construction Management (15% of the expected cost)
TOTAL	\$1,729,220		

- Leveraged funding: 50% (existing MOU)
- May request annual costs in the future (to be determined)



Cost & Schedule (Rubio Wash)

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Phase	Description	Cost	Completion Date
Planning	Preliminary Engineering and Feasibility Study	\$125,000	06/2020
Design	Design and Permitting	\$483,600	12/2021
Design	Acquisition (purchase full/partial property or coordinate for easement)	\$2,235,000	12/2022
Construction	Construction and Construction Management	\$2,780,600	08/2024
TOTAL		\$5,624,200	

- Annual maintenance: \$115,000; annual operation: \$50,000; annual monitoring: \$50,000 (total annual cost = \$215,000)
- Project lifespan and lifecycle cost: 30 years, \$9,641,152.72



Funding Request (Rubio Wash)

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Year	SCW Funding Requested	Phase	Efforts during Phase and Year
1	\$241,800	Design	Design and Permitting (half the expected cost)
2	\$1,117,500	Design	Anticipated acquisition costs to be refined during design and negotiation (half the expected cost)
3	\$726,390	Construction	Construction and Construction Management (25% of expected cost)
4	\$726,390	Construction	Construction and Construction Management (25% of the expected cost)
TOTAL	\$2,812,080		

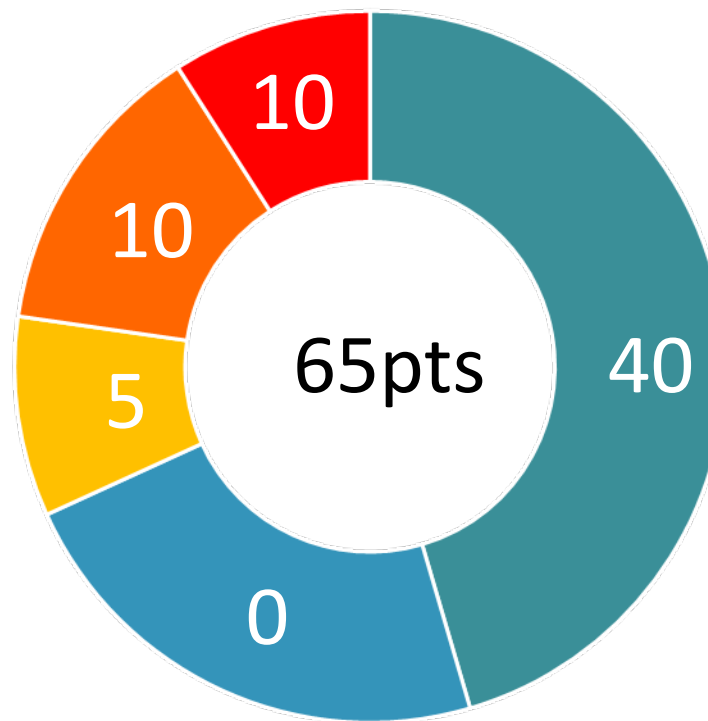
- Leveraged funding: 50% (existing MOU)
- May request annual costs in the future (to be determined)

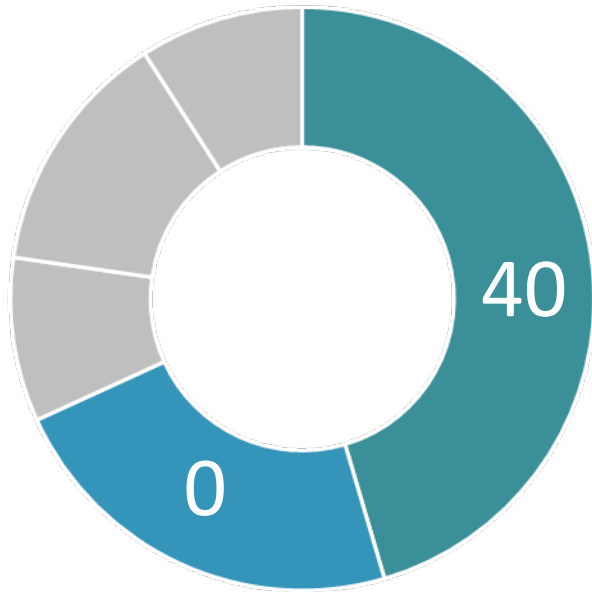


Preliminary Score

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- Water Quality
- Water Supply
- Community Investment Benefits
- Nature Based Solutions
- Leveraged Funds and Community Support



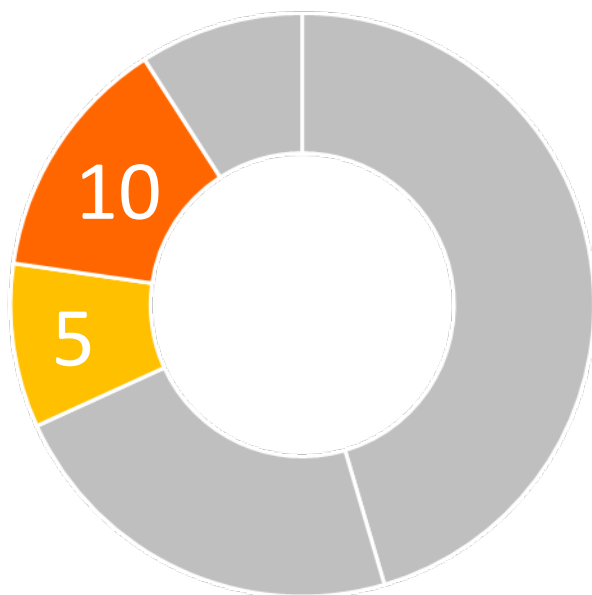


- Diversion, pretreatment, advanced treatment (UV), and discharge back to channel
- Dry-weather capture (100%) = 20 points
- Over 2,000 acres of tributary area = 20 points
- Flow rate capacity and average inflow:
 - Alhambra Wash: 2.23 cfs capacity, 1.38 cfs average
 - Eaton Wash: 1.40 cfs capacity, 0.34 cfs average
 - Rubio Wash: 1.78 cfs capacity, 0.58 cfs average
- 100% pollutant reduction in dry-weather
- No recharge or water supply benefits



Community Investment Benefits and Nature Based Solutions

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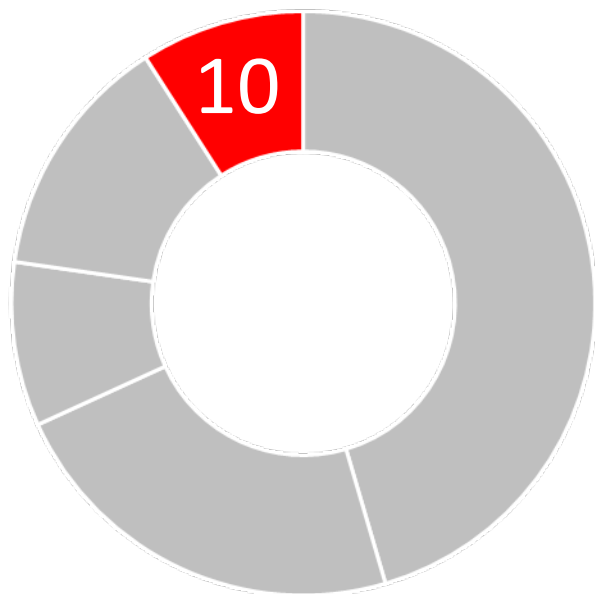


- Community Investment Benefits

- Install 5 trees and 3,000 SF of bioswale (Alhambra)
- Install trees and 3,500 SF of bioswale (Eaton)
- Install 6 trees and 8,000 SF of bioswale (Rubio)
- Include educational signage and outreach
- Enhances recreational activities/walking
- Increase shade for pedestrians/improve walkability
- Reduce heat island effect

- Nature Based Solutions

- Perforations in pump housing will allow infiltration to continue to occur, mimicking the natural process
- A bioswale will also support the natural process of treatment through biological process



- Leveraging Funds

- MOU, funding agencies have paid for the planning phase of the project, including the feasibility study
- 50% funding matched

- Community Support

- Project partners include SGVCOG, LADPW, and partner Cities
- Local support from Amigos De Los Rios
- On-going outreach with government agencies and stakeholders
- Plan for outreach at various project milestones

Questions?

REPORT

DATE: August 23, 2021

TO: Capital Projects and Construction Committee Members & Alternates

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

RE: **PROPOSED FUNDING GUIDELINES FOR THE MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM FOR SAN GABRIEL VALLEY SUBREGION IN FY 2022-2025**

RECOMMENDED ACTION

Receive and file.

BACKGROUND

Measure M, a ½-cent sales tax measure to provide funding for transportation improvements across Los Angeles County, was approved by voters in November 2016. The funds generated from Measure M are expected to fund over \$3 billion in transportation improvements in the San Gabriel Valley over the course of 40 years. In June 2018, the Los Angeles County Metropolitan Transportation Authority (Metro) adopted Measure M Guidelines to establish a process by which subregional funds under Measure M would be programmed and allocated by the subregions' respective governing/planning entities. As a result, the SGVCOG is responsible for programming and administering the Measure M Subregional Program (MSP) funds for its member cities. While subregions are granted the authority to program and allocate MSP funds, all MSP projects must be reviewed and approved by the Metro Board of Directors before the allocated funds can be distributed.

In 2018, the SGVCOG allocated a total of \$37,338,550 in FY 2017-2021 Measure M funds to 20 projects in the categories of active transportation, first/last mile, complete streets, highway, and bus system improvement. A list of the FY 2017-2021 MSP projects can be found on the SGVCOG website at <https://www.sgvcog.org/msp-projects>.

SUMMARY OF THE PROPOSED GUIDELINES

Staff is currently developing the Funding Guidelines to distribute approximately \$22 million in FY 2022-2025 Measure M MSP funds to eligible projects. It is proposed that the funds be allocated to multi-jurisdictional projects that can enhance active transportation, bus system, and first/last mile improvements along major San Gabriel Valley corridors. Of the \$22 million, it is proposed that up to \$15 million be awarded to eligible corridor projects for their planning/design and construction phases and up to \$7 million be awarded to eligible corridor projects' planning/design phases. One corridor project can include various active transportation, bus system, and first/last mile improvements along the corridor, as long as the proposed improvements fit within the Measure M project eligibility criteria. The following sections provide additional details on the eligible uses of MSP funds and the proposed FY 2022-2025 MSP Funding Guidelines.

ELIGIBLE USES OF MSP FUNDING

Under Metro's Measure M Guidelines, **active transportation** is defined as non-motorized transportation via walking, bicycling, or rolling modes. Projects under the Active Transportation Category should include capital improvements that:

- Improve access to transit
- Support the establishment of active transportation as integral elements of the County's transportation system
- Enhance safety, remove barriers to access or correct unsafe conditions in areas of heavy traffic, high transit use, and dense bicycle and pedestrian activities
- Promote multiple clean transportation options to reduce criteria pollutants and greenhouse gas emissions
- Improve public health through traffic safety, reduced exposure to pollutants, and design infrastructure that encourage residents to utilize active transportation as a way to integrate physical activities in their daily lives.

The Metro Measure M Guidelines also define **first/last mile improvements** as infrastructure, systems, and modes of travel used by transit riders to start or end their transit trips. This includes, but not limited, to infrastructure for walking, rolling, and biking (e.g. bike lanes, bike parking, sidewalks, and crosswalks), shared-use services (e.g. bike share and car share), facilities for making modal connections (e.g. kiss and ride and bus/rail interface), signage and wayfinding, and information and technology that eases travel (e.g. information kiosks and mobile apps). Eligible projects under the First/Last Mile Improvements Category include:

- ADA-compliant curb ramps
- Crosswalk upgrades
- Traffic signals
- Bus stops
- Carshare and bikeshare
- Bike parking
- Context-sensitive bike infrastructure
- Signage/wayfinding
- Crossing enhancements and connections
- Safety and comfort
- Allocation of street space
- Plug-in components

Additionally, Metro stated that **bus system improvements** include construction of or improvements to transit centers, bus layover areas, park and ride lots, transit stops, commuter rail stations, and transit maintenance facilities.

FY 2022-2025 MSP FUNDS

The SGVCOG was recently informed by Metro that plans to program the FY 2022-2025 MSP funds for eligible projects can be submitted to Metro as early as January 2022. The SGVCOG can program up to the following amounts for eligible active transportation, bus system improvements, and first/last mile projects:

FY 2022-2025 Active Transportation Available Funding:

Unallocated	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL (Excl. FY 2025)
\$0	\$2,624,012	\$2,690,925	\$2,709,761	TBD	\$8,024,698

FY 2022-2025 Bus System Improvement Available Funding:

Unallocated	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL (Excl. FY 2025)
\$43,190	\$624,765	\$640,696	\$645,181	TBD	\$1,953,832

FY 2022-2025 First/Last Mile Available Funding:

Unallocated	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL (Excl. FY 2025)
\$0	\$2,249,153	\$2,306,507	\$2,322,652	TBD	\$6,878,312

The FY 2025 funding amount will be available for programming starting October 2021. In total, the SGVCOG anticipates that approximately **\$22 million¹** will be available for programming for FY 2022-2025 active transportation, bus system improvements, and first/last mile projects. Given the limited funding available, the SGVCOG intends to prioritize regional active transportation, bus system, and first/last mile enhancements for projects on San Gabriel Valley's major corridors, with a goal of maximizing regional transportation benefits.

As a result, SGVCOG staff proposes to award the \$22 million for multi-jurisdictional projects that can enhance active transportation, bus systems, and first/last mile connections in key corridors in the San Gabriel Valley as follows:

- Category 1: Planning/Design and Construction of Major Corridor Projects
 - Up to **\$15 million** will be awarded to eligible corridor projects for their planning/design and construction phases.
- Category 2: Planning/Design of Major Corridor Projects
 - Up to **\$7 million** will be awarded to eligible corridor projects' planning/design phases. Under this category, each project can apply for up to \$1 million.

Staff is proposing that the SGVCOG serves as the default implementer for project funded under the MSP program given feedback provided by cities under the initial round related to the Metro reporting requirements and the SGVCOG's experience in coordinating and managing multi-jurisdictional planning and capital projects. However, if a city or the County desires to serve as the lead implementer for any of these multi-jurisdictional projects, they would do so, provided that they had the concurrence of the other jurisdictions².

¹ The \$22 million includes the funding amount from FY 2022-2024, as well as the anticipated funding amount from FY 2025.

² Eligible applicants include cities, the County of Los Angeles, and joint powers authorities; however, proposals from joint power authorities must be sponsored by cities or the County of Los Angeles.

PROPOSED FY 2022-2025 MSP PROJECT SCREENING CRITERIA

SGVCOG staff proposes to allocate the FY 2022-2025 MSP funds for multi-jurisdictional projects that can effectively enhance active transportation, bus system improvements, and first/last mile improvements along regional corridors in the San Gabriel Valley. One corridor project can include various active transportation, bus system, and first/last mile improvements along the corridor, as long as the proposed improvements fit within the Measure M project eligibility criteria as previously stated. Proposers must also provide evidence of a community-based public participation process and community support, such as letters of support and documents of community/public meetings.

Proposals for Category 1 Projects should demonstrate 20% local funding matches and have a minimum of 25% design completion. Category 1 Projects with design completion of 65% or more will receive higher scores. A Category 1 project should be identifiable in at least one participating agency's five-year Capital Improvements Plan (CIP); however, the jurisdiction is welcomed to expand the project's scope in the MSP project proposal. Funds for Category 1 projects cannot be used for right-of-way acquisitions. Additionally, proposals for Category 2 Projects should have a minimum of 10% design completion. Category 2 Projects with design completion of 25% or more will receive higher scores.

Pursuant to Metro's policies, awarded MSP funds must be expended within 3 years of allocation. Unless the awarded funds are reprogrammed for the respective project's uses at a later date at the approval of the SGVCOG Governing Board and the Metro Board of Directors, funds that are not expended after 3 years will be redirected to the pool of MSP funds that will be awarded to other projects in the subsequent cycle.

A copy of the proposed FY 2022-2025 MSP Active Transportation, Bus System Improvements, and First/Last Mile Funding Distribution Guidelines can be found in Attachment A.

PROPOSED SCORING CRITERIA

Based on the goals highlighted in the Measure M Guidelines and the MSP Project Screening Criteria listed in the previous section, SGVCOG staff proposes to implement the following scoring system to evaluate the FY 2022-2025 MSP project proposals:

Category 1 Project Scoring Criteria (100 Points Total):

Project Feasibility (50 Points):

Project Schedule (5 Points)	Proposal describes an overall schedule along with a realistic description of how funds could be expended within the funding deadlines.
Funding Strategy and Budget (5 Points)	Proposal provides project funding strategy, budget, and cost estimates (as applicable) by project phases.
Local Match (10 Points)	The project includes at least a 20% combined local match. Projects with at least a 5% combined local match will receive partial scores.
Capital Improvement Plan (15 Points)	The proposed project is identifiable in at least one participating agency's five-year Capital Improvement Plan (CIP).

Project Readiness (15 Points)	The proposed project has a minimum of 25% design completion. Projects with at least a 10% design completion will receive partial scores. The project receives 5 additional bonus points if the design is at least 65% completed.
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Regional Impact (20 Points):

Mobility and Accessibility (5 Points)	Project improves traffic flow, relieves congestion, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley. The project also improves access to destinations such as jobs, recreation, medical facilities, schools, and others.
Safety (5 Points)	Project improves access to transit facilities, enhances safety, and corrects unsafe conditions in areas of heavy traffic, high transit use, and dense pedestrian activity where it is not a result of lack of normal maintenance.
Demonstrated Need (10 Points)	Project demonstrates specific active transportation, bus system improvement, and/or first/last mile needs by providing a clear narrative that highlights the lack of connectivity, the lack of non-motorized users, and benefits to disadvantaged communities.

Demonstrated Support (30 Points):

Community Outreach (15 Points)	Proposal provides evidence of community outreach efforts and support from key local decision makers and stakeholders. The proposal must also provide evidence of a community-based public participation process.
Committed Partnerships (15 Points)	Proposal includes committed and innovative partnerships with thoughtful description of intended partner roles and responsibilities with other jurisdictions. The proposal also includes letters of commitment/support from each partnering jurisdiction.
Regional Plan Adoption (+5 Bonus Points)	Proposal for a project that was listed in the Metro Mobility Matrix, the Metro Long Range Transportation Plan, the Metro Strategic Project List, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (Connect SoCal Plan), or other adopted regional plans OR the proposal includes projects in San Gabriel Valley active transportation corridors listed in the Metro Active Transportation Strategic Plan. Fulfilling either of the requirements would allow the proposal to receive 5 bonus points.

Category 2 Project Scoring Criteria (100 Points Total):

Project Feasibility (25 Points):

Project Schedule (5 Points)	Proposal describes an overall schedule along with a realistic description of how funds could be expended within the funding deadlines.
Funding Strategy and Budget (5 Points)	Proposal provides project funding strategy, budget, and cost estimates (as applicable) by project phases
Design Progress (15 Points)	The proposed project should reach a minimum of 10% design completion. The project receives 5 additional bonus points if the design is at least 25% completed.

Regional Impact (25 Points):

Mobility and Accessibility (5 Points)	Project improves traffic flow, relieves congestion, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley. The project also improves access to destinations such as jobs, recreation, medical facilities, schools, and others.
Safety (5 Points)	Project improves access to transit facilities, enhances safety, and corrects unsafe conditions in areas of heavy traffic, high transit use, and dense pedestrian activity where it is not a result of lack of normal maintenance.
Demonstrated Need (15 Points)	Project demonstrates specific active transportation, bus system improvement, and/or first/last mile needs by providing a clear narrative that highlights the lack of connectivity, the lack of non-motorized users, and benefits to disadvantaged communities.

Demonstrated Support (50 Points):

Community Outreach (25 Points)	Proposal provides evidence of community outreach efforts and support from key local decision makers and stakeholders. The proposal must also provide evidence of a community-based public participation process.
Committed Partnerships (25 Points)	Proposal includes committed and innovative partnerships with thoughtful description of intended partner roles and responsibilities with other jurisdictions. The proposal also includes letters of commitment/support from each partnering jurisdiction.
Regional Plan Adoption (+5 Bonus Points)	Proposal for a project that was listed in the Metro Mobility Matrix, the Metro Long Range Transportation Plan, the Metro Strategic Project List, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (Connect SoCal Plan), or other adopted regional plans OR the proposal includes projects in San Gabriel Valley active transportation corridors listed in the Metro Active Transportation Strategic Plan.

	Fulfilling either of the requirements would allow the proposal to receive 5 bonus points.
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Copies of the proposed funding application and scoring rubric can be found in Attachments B and C, respectively.

PROPOSED PROJECT SOLICITATION AND AWARD TIMELINE

In accordance with the adopted SGVCOG Measure M MSP Public Outreach Plan (Attachment D), SGVCOG staff proposes to proceed with the following timeline to award the FY 2022-2025 MSP funds:


Open Call-for-Projects	Monday, September 20, 2021
Application Workshop	Monday, October 4, 2021
Application Deadline	Monday, October 18, 2021
Staff Recommendations Available	Monday, November 1, 2021
Recommendation Available for Public Comment	Monday, November 1, 2021 to Tuesday, November 30, 2021
Recommendation Review by Public Works Technical Advisory Committee	Monday, November 15, 2021
Recommendation Review by City Managers’ Steering Committee	Wednesday, December 1, 2021
Recommendation Review by Planning Directors’ Technical Advisory Committee	Thursday, December 2, 2021
Recommendation Review by Transportation Committee	Thursday, December 9, 2021
Recommendation Approval by Governing Board	Thursday, January 20, 2022
Final Recommendation Approval by Metro Board of Directors	Thursday, May 26, 2022

The proposed FY 2022-2025 MSP Active Transportation, Bus System Improvements, and First/Last Mile Project Funding Guidelines will be reviewed by the Capital Projects and Construction Committee, Transportation Committee, City Managers’ Steering Committee, Public Works Technical Advisory Committee, and Planning Directors’ Technical Advisory Committee throughout this month. Based on the committees’ suggestions and inputs, SGVCOG staff will revise the Funding Guidelines and present the finalized Guidelines to the Governing Board for adoption in September 2021.

As the committees are reviewing the draft Funding Guidelines, interested cities and agencies can submit a statement of interest by completing an interest form that can be found on https://docs.google.com/forms/d/e/1FAIpQLSe67MM8TZ7VpbRtDzp2fDuZm2Pi1q5C_9rYmIQz6hYyHgyQeA/viewform to provide preliminary information on their proposed projects. The collected information can assist the SGVCOG to gauge member agencies' interest in applying for this cycle of MSP funds. The survey is scheduled to close on September 6, 2021.

SGVCOG Senior Management Analyst, Alexander Fung, will provide a detailed presentation on this item.

Prepared by: 
Alexander P. Fung
Senior Management Analyst

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

Approved by: 
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Proposed FY 2022-2025 MSP Funding Distribution Guidelines
Attachment B – Proposed FY 2022-2025 MSP Funding Application
Attachment C – Proposed FY 2022-2025 MSP Funding Application Scoring Rubric
Attachment D – SGVCOG Measure M MSP Public Outreach Plan (Resolution 18-11)

cpcc 20210823 review of msp guidelines staff report vfl

Attachment A:
Proposed FY 2022-2025 MSP Funding Distribution Guidelines

San Gabriel Valley Council of Governments
FY 2022-2025 MSP Active Transportation, Bus System Improvements, and First/Last Mile
Draft Funding Distribution Guidelines

Section 1: Overview

Under Metro's Measure M Guidelines, **active transportation** is defined as non-motorized transportation via walking, bicycling, or rolling modes. Projects under this category should include capital improvements that:

- Improve access to transit;
- Support the establishment of active transportation as integral elements of the County's transportation system;
- Enhance safety, remove barriers to access or correct unsafe conditions in areas of heavy traffic, high transit use, and dense bicycle and pedestrian activities;
- Promote multiple clean transportation options to reduce criteria pollutants and greenhouse gas emissions; and
- Improve public health through traffic safety, reduced exposure to pollutants, and design infrastructure that encourage residents to utilize active transportation as a way to integrate physical activities in their daily lives.

The Metro Measure M Guidelines also define **first/last mile improvements** as infrastructure, systems, and modes of travel used by transit riders to start or end their transit trips. This includes, but not limited, to infrastructure for walking, rolling, and biking (e.g. bike lanes, bike parking, sidewalks, and crosswalks), shared-use services (e.g. bike share and car share), facilities for making modal connections (e.g. kiss and ride and bus/rail interface), signage and wayfinding, and information and technology that eases travel (e.g. information kiosks and mobile apps).

Eligible projects include:

- ADA-compliant curb ramps;
- Crosswalk upgrades;
- Traffic signals;
- Bus stops;
- Carshare and bikeshare;
- Bike parking;
- Context-sensitive bike infrastructure;
- Signage/wayfinding;
- Crossing enhancements and connections;
- Safety and comfort;
- Allocation of street space; and
- Plug-in components

Additionally, the SGVCOG was informed by Metro that **bus system improvements** include construction of or improvements to transit centers, bus layover areas, park and ride lots, transit stops, commuter rail stations, and transit maintenance facilities.

Metro also informed that the SGVCOG can submit plans to program the FY 2022-2025 MSP funds for eligible San Gabriel Valley projects as early as January 2022. Additionally, the SGVCOG can program up to the following amounts for eligible active transportation, bus system improvements, and first/last mile projects:

Active Transportation Available Funding:

Unallocated	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL (Excl. FY 2025)
\$0	\$2,624,012	\$2,690,925	\$2,709,761	TBD	\$8,024,698

Bus System Improvement Available Funding:

Unallocated	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL (Excl. FY 2025)
\$43,190	\$624,765	\$640,696	\$645,181	TBD	\$1,953,832

First/Last Mile Available Funding:

Unallocated	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL (Excl. FY 2025)
\$0	\$2,249,153	\$2,306,507	\$2,322,652	TBD	\$6,878,312

The FY 2025 amount will be available for programming starting October 2021. The SGVCOG anticipates that approximately **\$22 million¹** in total will be available for programming for FY 2022-2025 active transportation, bus system improvements, and first/last mile projects. Given the limited funding available, the SGVCOG intends to prioritize regional active transportation, bus system, and first/last mile enhancements for projects on San Gabriel Valley's active transportation and other major corridors.

The SGVCOG anticipates awarding the funds for regional projects that can enhance active transportation, bus systems, and first/last mile connections in key corridors in the San Gabriel Valley. Cities are encouraged to submit projects for the SGVCOG to manage and implement should the proposed projects be selected for funding awards; however, cities are also welcomed to submit eligible multi-jurisdictional projects that they can manage. The \$22 million will be awarded as follows:

¹ The \$22 million includes the funding amount from FY 2022-2024, as well as the anticipated funding amount from FY 2025.

Category 1: Planning/Design and Construction of Major Corridor Projects

Up to \$15 million will be awarded to eligible corridor projects for their planning/design and construction phases.

Category 2: Planning and Design of Major Corridor Projects

Up to \$7 million will be awarded to eligible corridor projects' planning and design phases. Under this category, each project can apply for up to \$1 million.

Eligible applicants include cities, the County of Los Angeles, and joint powers authorities; however, proposals from joint power authorities must be sponsored by cities or the County of Los Angeles.

Section 2: Screening Criteria

The FY 2022-2025 MSP funds will be focused on providing active transportation, bus system improvements, and first/last mile improvements along regional corridors in the San Gabriel Valley. Specifically, projects that are listed within the Metro Mobility Matrix, the Metro Long Range Transportation Plan, the Metro Strategic Project List, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (Connect SoCal Plan), or within an adopted regional plan are given priority. Additionally, projects proposed on active transportation corridors that are listed in Metro's Active Transportation Strategic Plan are also given priority.

One corridor project can include various active transportation, bus system, and first/last mile improvements along the corridor, as long as the proposed improvements fit within the Measure M eligibility criteria stated above. Proposed projects must be multi-jurisdictional and demonstrate regional benefits. Proposers must also provide evidence of a community-based public participation process and community support, such as letters of support and documents of community/public meetings.

Proposals for Category 1 Projects should demonstrate 20% local funding matches and have a minimum of 25% design completion. Category 1 Projects with design completion of 65% or more will receive higher scores. A Category 1 project should be identifiable in at least one participating agency's five-year Capital Improvements Plan (CIP); however, the jurisdiction is welcomed to expand the project's scope in the proposal. Funds for Category 1 projects cannot be used for right-of-way acquisitions.

Proposals for Category 2 Projects should have a minimum of 10% design completion. Category 2 Projects with design completion of 25% or more will receive higher scores.

Pursuant to Metro's policies, awarded MSP funds must be expended within 3 years of allocation. Unless the awarded funds are reprogrammed for the respective project's uses at a later date at the approval of the SGVCOG Governing Board and the Metro Board of Directors, funds that are not expended after 3 years will be redirected to the pool of MSP funds that will be awarded to other projects in the subsequent cycle.

Section 3: Application Requirements and Scoring

- **Basic Information:**
 - Contact Individual
 - Sponsoring Agency and Partnering Agencies
- **Category 1 Scoring Criteria: 100 Points**
 - **Project Feasibility (50 Points):**
 - Project Schedule (5 Points): Proposal describes an overall schedule along with a realistic description of how funds could be expended within the funding deadlines.
 - Funding Strategy and Budget (5 Points): Proposal provides project funding strategy, budget, and cost estimates (as applicable) by project phases.
 - Local Match (10 Points): The project includes at least a 20% combined match. Projects with at least a 5% combined local match will receive partial scores.
 - Capital Improvement Plan (15 Points): The proposed project should be identifiable in at least one participating agency's five-year Capital Improvements Plan (CIP).
 - Project Readiness (15 Points): The proposed project has a minimum of 25% design completed. Projects with at least a 10% design completion will receive partial scores. The project receives 5 additional bonus points if the design is at least 65% completed.
 - **Regional Impact (20 Points):**
 - Mobility and Accessibility (5 Points): Project improves traffic flow, relieves congestion, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley. The project also improves access to destinations such as jobs, recreation, medical facilities, schools, and others.
 - Safety (5 Points): Project improves access to transit facilities, enhances safety, and corrects unsafe conditions in areas of heavy traffic, high transit use, and dense pedestrian activity where it is not a result of lack of normal maintenance.
 - Demonstrated Need (10 Points): Project demonstrates specific active transportation, bus system improvement, and/or first/last mile needs by

providing a clear narrative that highlights the lack of connectivity, the lack of non-motorized users, and benefits to disadvantaged communities.

- **Demonstrated Support (30 Points):**
 - Community Outreach (15 Points): Proposal provides evidence of community outreach efforts and support from key local decision makers and stakeholders. The proposal must also provide evidence of a community-based public participation process.
 - Committed Partnerships (15 Points): Proposal includes committed and innovative partnerships with thoughtful description of intended partner roles and responsibilities with other jurisdictions. The proposal also includes letters of commitment/support from each partnering jurisdiction.
 - Regional Plan Adoption (+5 Bonus Points): Proposal for a project that was listed in the Metro Mobility Matrix, the Metro Long Range Transportation Plan, the Metro Strategic Project List, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (Connect SoCal Plan), or other adopted regional plans OR the proposal includes projects in San Gabriel Valley active transportation corridors listed in the Metro Active Transportation Strategic Plan. Fulfilling either of the requirements would allow the proposal to receive 5 bonus points.
- **Category 2 Scoring Criteria: 100 Points**
 - **Project Feasibility (25 Points):**
 - Project Schedule (5 Points): Proposal describes an overall schedule along with a realistic description of how funds could be expended within the funding deadlines.
 - Funding Strategy and Budget (5 Points): Proposal provides project funding strategy, budget, and cost estimates (as applicable) by project phases.
 - Design Progress (15 Points): The proposed project should reach a minimum of 10% design completion. The project receives 5 additional bonus points if the design is at least 25% completed.
 - **Regional Impact (25 Points):**
 - Mobility and Accessibility (5 Points): Project improves traffic flow, relieves congestion, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley. The project also improves access to destinations such as jobs, recreation, medical facilities, schools, and others.
 - Safety (5 Points): Project improves access to transit facilities, enhances safety, corrects unsafe conditions in areas of heavy traffic, high transit use, and dense pedestrian activity where it is not a result of lack of normal maintenance.

- **Demonstrated Need (15 Points):** Project demonstrates specific active transportation, bus system improvement, and/or first/last mile needs by providing a clear narrative that highlights the lack of connectivity, the lack of non-motorized users, and benefits to disadvantaged communities.
- **Demonstrated Support (50 Points):**
 - **Community Outreach (25 Points):** Proposal provides evidence of community outreach efforts and support from key local decision makers and stakeholders. The proposal must also provide evidence of a community-based public participation process.
 - **Committed Partnerships (25 Points):** Proposal includes committed and innovative partnerships with thoughtful description of intended partner roles and responsibilities with other jurisdictions. The proposal also includes letters of commitment/support from each partnering jurisdiction.
 - **Regional Plan Adoption (+5 Points):** Proposal for a project that was listed in the Metro Mobility Matrix, the Metro Long Range Transportation Plan, the Metro Strategic Project List, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (Connect SoCal Plan), or other adopted regional plans OR the proposal includes projects in San Gabriel Valley active transportation corridors listed in the Metro Active Transportation Strategic Plan. Fulfilling either of the requirements would allow the proposal to receive 5 bonus points.

Section 4: Project Solicitation and Award Timeline

Open Call-for-Projects	Monday, September 20, 2021
Application Workshop	Monday, October 4, 2021
Application Deadline	Monday, October 18, 2021
Staff Recommendations Available	Monday, November 1, 2021
Recommendation Available for Public Comment	Monday, November 1, 2021 to Tuesday, November 30, 2021
Recommendation Review by Public Works Technical Advisory Committee	Monday, November 15, 2021
Recommendation Review by City Managers' Steering Committee	Wednesday, December 1, 2021
Recommendation Review by Planning Directors' Technical Advisory Committee	Thursday, December 2, 2021

Recommendation Review by Transportation Committee	Thursday, December 9, 2021
Recommendation Approval by Governing Board	Thursday, January 20, 2022
Final Recommendation Approval by Metro Board of Directors	Thursday, May 26, 2022

Attachment B:
Proposed FY 2022-2025 MSP Funding Application

**San Gabriel Valley Council of Governments
FY 2022-2025 MSP Active Transportation, Bus System Improvements, and First/Last Mile
Draft Funding Application**

SECTION 1: PROJECT SPONSOR INFORMATION

Lead Agency:

Contact Individual Name:

Contact Individual Title:

Contact Individual Email Address:

Contact Individual Phone Number:

Partnering Agency 1:

Partnering Agency 2:

Partnering Agency 3:

Partnering Agency 4:

Partnering Agency 5:

SECTION 2: PROJECT DESCRIPTION

Project Name:

Proposal Category: Category 1 / Category 2

- Category 1: Planning/Design and Construction of Major Corridor Projects
 - Up to \$15 million will be awarded to eligible corridor projects for their planning/design and construction phases. Proposals for Category 1 Projects should demonstrate 20% local funding matches and have a minimum of 25% design completion. Projects with design completion of 65% or more will receive higher scores. A Category 1 project should be identifiable in at least one participating agency's five-year Capital Improvements Plan (CIP); however, the jurisdiction is welcomed to expand the project's scope in the proposal. Funds for Category 1 projects cannot be used for right-of-way acquisitions.
- Category 2: Planning/Design of Major Corridor Projects
 - Up to \$7 million will be awarded to eligible corridor projects' design phases. Under this category, each project can apply for up to \$1 million. Proposals for Category 2 Projects should have a minimum of 10% design completion.

Project Location Description:

Enter a project location that conveys road names, intersection cross street names, and/or geographical references of where the project is located.

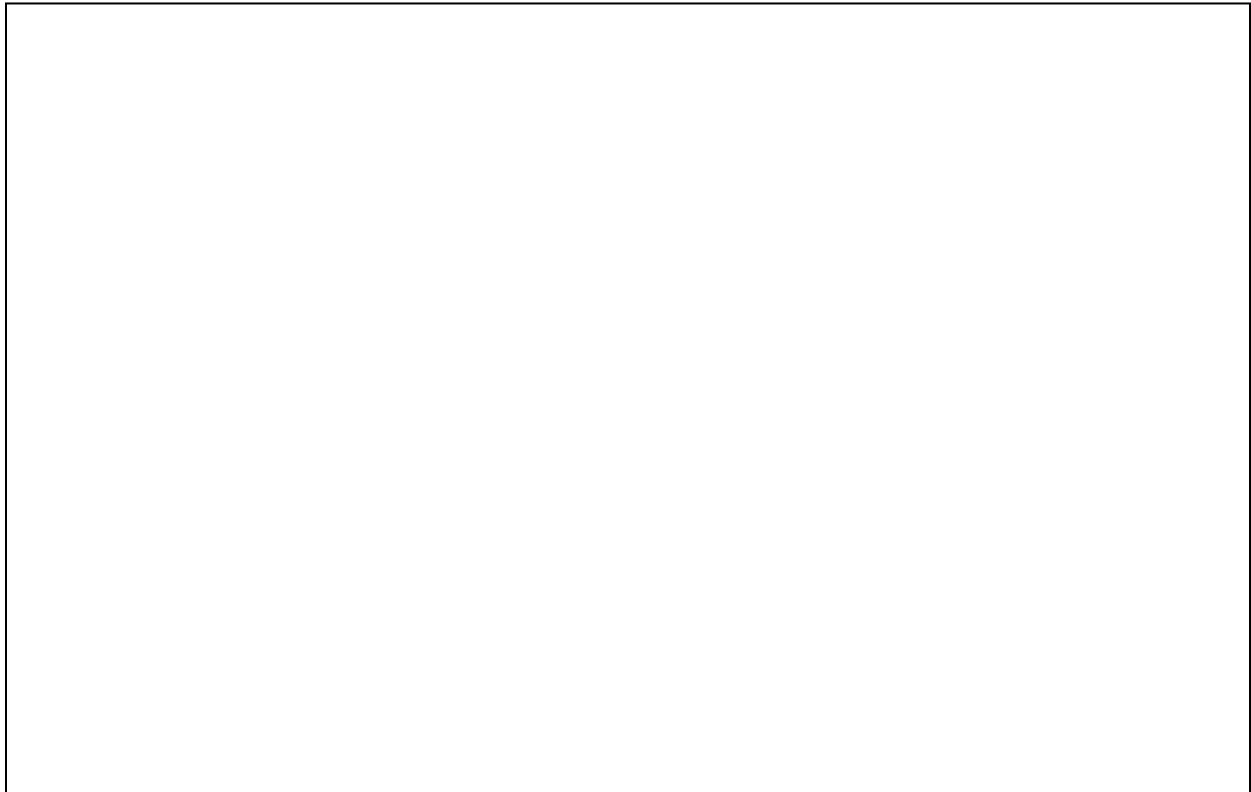
Project Scope (500 words maximum):

Provide a clear and concise explanation of the types of work and/or the major elements that are proposed. Clearly indicate how the proposed improvements would fit under the active transportation, bus system improvements, and/or first/last mile categories based on the definitions provided under Measure M.

Regional Impact (500 words maximum):

Describe existing conditions and explain how the project impacts each and/or all of the following:

- Improves and/or enhances traffic flow, relieves congestion, enables individuals to travel quickly in the San Gabriel Valley.
- Improves access to destinations such as jobs, recreation, medical facilities, schools, and other key locations.
- Improves access to transit facilities, enhances safety, and corrects unsafe conditions.
- Demonstrates specific active transportation, bus system improvement, and/or first/last mile needs.
- Demonstrates benefits to disadvantaged communities and addresses the lack of connectivity and the lack of non-motorized users in the community.



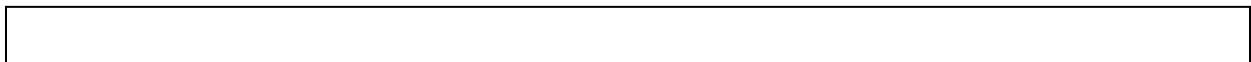
Project Map:

Provide a map of the project including existing conditions and proposed improvements. Please include the map in the attachments.



Capital Improvement Plan:

Is the project identifiable in at least one participating agency's five-year Capital Improvement Plan? Yes / No



If so, please include the Capital Improvement Plan in the attachments. Please also note that a Category 1 project should be identifiable in at least one participating agency's five-year Capital Improvements Plan (CIP).

Project Readiness:

Identify the progress of the project's design completion:

% Completed

Please note that Category 1 projects should achieve a minimum of 25% design completion and Category 2 projects should achieve a minimum of 10% design completion. In the attachments, please provide any evidence or documents that can highlight the design progress of the proposed project.

SECTION 3: PROJECT SCHEDULE

Project Phase	Start Date	End Date
PAED		
PS&E		
ROW		
CON		
CLOSEOUT		

What phase is the project currently in?**Identify any significant work and milestones that have been completed to date. (250 words maximum)**

Please provide any planned strategies or strategies taken to ensure that the schedule can be met, as well as the steps that will be taken to mitigate schedule impacts of any unforeseen circumstances (250 words maximum).

SECTION 4: PUBLIC OUTREACH AND COMMUNITY SUPPORT

Describe the evidence of support from key local decision makers and stakeholders, as well as partnerships with local community organizations and/or groups. Please also describe the community-based public participation process that culminated in the project and include evidence of community support, including letters of interest and/or community meeting documents (500 words maximum).

Describe the roles and responsibilities of partnering jurisdictions in detail. Please also include letters of commitment/support from each partnering jurisdiction (500 words maximum).

Regional Plans:

Provide any regional plans that the project is included in. Please include any applicable regional plans in the attachments.

Metro Active Transportation Corridor:

Is the project located on an active transportation corridor listed in the Metro Active Transportation Strategic Plan? Yes / No

SECTION 5: FUNDING STRATEGY AND BUDGET

Note: For projects that are still in initial planning phases, for which design and/or engineering has not been completed, estimated costs are sufficient.

Project Phase	Total Cost:	Secured Funding	Funding Requested from MSP
PAED			
PS&E			
ROW			This cycle of MSP funds cannot be used for ROW acquisition.
CON			
OTHER			
TOTAL:			

If “Other” is included, please describe additional phase(s) (250 words maximum).

For any funding that has been secured, please complete the table below. Please note that Category 1 proposals should at least have a combined total of 20% local match.

Amount	Source	Federal (Yes/No)	Additional Requirements (Ex. Deadline for Use of Funds)

Percentage of Local Match: %

For any additional funds required to complete the project, please list any potential sources of funding that have been identified (250 words maximum).

SECTION 6: APPLICATION SUBMISSION INSTRUCTIONS

Please label all attachments appropriately and submit the attachments, along with the completed application form, to SGVCOG Senior Management Analyst, Alexander Fung, at afung@sgvcog.org before Monday, October 18, 2021 at 5:00pm.

Attachment C:
Proposed FY 2022-2025 MSP Funding Application Scoring Rubric

**San Gabriel Valley Council of Governments
FY 2022-2025 MSP Active Transportation, Bus System Improvements, and First/Last Mile
Draft Funding Application Scoring Rubric**

Section 1: Project Category Introductions

- **Category 1: Planning/Design and Construction of Major Corridor Projects**
 - Up to \$15 million will be awarded to eligible corridor projects for their planning/design and construction phases. Proposals for Category 1 Projects should demonstrate 20% local funding matches and have a minimum of 25% design completion. Projects with design completion of 65% or more will receive higher scores. A Category 1 project should be identifiable in at least one participating agency's five-year Capital Improvements Plan (CIP); however, the jurisdiction is welcomed to expand the project's scope in the proposal. Funds for Category 1 projects cannot be used for right-of-way acquisitions.
- **Category 2: Planning/Design of Major Corridor Projects**
 - Up to \$7 million will be awarded to eligible corridor projects' planning/design phases. Under this category, each project can apply for up to \$1 million. Proposals for Category 2 Projects should have a minimum of 10% design completion.

Section 2: Category 1 Scoring Rubric

Overview:

Project Feasibility	50 Points
Regional Impact	20 Points
Demonstrated Support	30 Points
TOTAL	100 Points

Project Feasibility - Project Schedule (5 Points):

The submitted schedule fully incorporates necessary phases, provides adequate time to complete the phases, describes how the schedule can be met, and highlights steps taken to expend the funds within the funding deadlines.	5 Points
The submitted schedule contains enough detail and/or organization on the necessary phases, how the schedule can be met, and steps taken to expend the funds within the funding deadlines; however, some areas are unclear and/or some details are lacking .	3-4 Points

The submitted schedule is poorly developed or vague in outlining the necessary phases, how the schedule can be met, and steps taken to expend the funds within the funding deadlines.	1-2 Points
The applicant failed to incorporate necessary phases and/or does not provide adequate time to complete the phases, provide information on how the schedule can be met, and highlight steps taken to expend the funds within the funding deadlines.	0 Points

Project Feasibility - Funding Strategy and Budget (5 Points):

The proposal provides realistic and detailed project funding strategy, budget, and cost estimates. Cost effectiveness is apparent .	5 Points
The proposal provides enough detail and/or organization on the project funding strategy, budget, and cost estimates. Details are mostly consistent with the proposed project and the cost effectiveness is somewhat apparent .	3-4 Points
The proposal lacks sufficient detail but is mostly consistent with the proposed project. Information on the project funding strategy, budget, and cost estimates are lacking . Cost effectiveness is not as apparent .	1-2 Points
The applicant failed to provide information on project funding strategy, budget, and/or cost estimates.	0 Points

Project Feasibility - Local Match (10 Points):

The proposal includes at least a 20% combined local match.	10 Points
The proposal includes at least a 15% combined local match.	7 Points
The proposal includes at least a 10% combined local match.	4 Points
The proposal includes at least a 5% combined local match.	1 Point
The proposal includes a combined local match of less than 5% .	0 Points

Project Feasibility - Capital Improvement Plan (15 Points):

The proposal includes a project that is identifiable in at least one participating agency's five-year Capital Improvement Plan.	15 Points
The proposal does not include a project that is identifiable in at least one participating agency's five-year Capital Improvement Plan.	0 Points

Project Feasibility - Project Readiness (15 Points):

The proposed project reached at least 65% design completion.	15 Points + 5 Bonus Points
The proposed project reached at least 25% design completion.	15 Points
The proposed project reached at least 10% design completion.	5 Points
The proposed project has a design completion of less than 10% .	0 Points

Regional Impact - Mobility and Accessibility (5 Points):

The proposed project clearly and convincingly demonstrates that it improves traffic flow, relieves congestion, improves access to destinations such as jobs, recreation, medical facilities, and schools, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley.	5 Points
The proposed project sufficiently demonstrates that it improves traffic flow, relieves congestion, improves access to destinations such as jobs, recreation, medical facilities, and schools, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley.	3-4 Points
The proposed project somewhat demonstrates that it improves traffic flow, relieves congestion, improves access to destinations such as jobs, recreation, medical facilities, and schools, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley.	1-2 Points
Evaluators can award no points in this section if the applicant does not demonstrate that the proposed project improves traffic flow, relieves congestion, improves access to destinations such as jobs, recreation, medical facilities, and schools, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley.	0 Points

Regional Impact - Safety (5 Points):

The proposed project clearly and convincingly demonstrates that it improves access to transit facilities, enhances safety, and corrects unsafe conditions in areas of heavy traffic, high transit use, and dense pedestrian activity where it is not a result of lack of normal maintenance.	5 Points
The proposed project sufficiently demonstrates that it improves access to transit facilities, enhances safety, and corrects unsafe conditions in areas of heavy traffic, high transit use, and dense pedestrian activity	3-4 Points

where it is not a result of lack of normal maintenance.	
The proposed project somewhat demonstrates that it improves access to transit facilities, enhances safety, and corrects unsafe conditions in areas of heavy traffic, high transit use, and dense pedestrian activity where it is not a result of lack of normal maintenance.	1-2 Points
Evaluators can award no points in this section if the applicant does not demonstrate that the proposed project improves access to transit facilities, enhances safety, and corrects unsafe conditions in areas of heavy traffic, high transit use, and dense pedestrian activity where it is not a result of lack of normal maintenance.	0 Points

Regional Impact - Demonstrated Need (10 Points):

The proposed project clearly and convincingly demonstrates that it addresses specific active transportation, bus system improvement, and/or first/last mile needs in the community and benefits to disadvantaged communities.	10 Points
The proposed project sufficiently demonstrates that it addresses specific active transportation, bus system improvement, and/or first/last mile needs in the community and benefits to disadvantaged communities.	7 Points
The proposed project somewhat demonstrates that it addresses specific active transportation, bus system improvement, and/or first/last mile needs in the community and benefits to disadvantaged communities.	4 Points
Evaluators can award no points in this section if the applicant does not demonstrate that the proposed project addresses specific active transportation, bus system improvement, and/or first/last mile needs in the community and benefits to disadvantaged communities.	0 Points

Demonstrated Support - Community Outreach (15 Points):

The applicant clearly and convincingly describes who was engaged in the identification and development of the project and documents that the engagement included all appropriate levels of public and governmental stakeholders, highlights evidence of a community-based public participation process, and showcases community support for the project.	15 Points
The applicant sufficiently demonstrates who was engaged in the identification and development of the project and documents that the engagement included all appropriate levels of public and governmental stakeholders, highlights evidence of a community-based public participation process, and showcases community support for the project.	10 Points

The applicant somewhat demonstrates who was engaged in the identification and development of the project and documents that the engagement included all appropriate levels of public and governmental stakeholders, highlights evidence of a community-based public participation process, and showcases community support for the project.	5 Points
The applicant fails to demonstrate who was engaged in the identification and development of the project and documents that the engagement included all appropriate levels of public and governmental stakeholders, highlights evidence of a community-based public participation process, and showcases community support for the project.	0 Points

Demonstrated Support - Committed Partnerships (15 Points):

The applicant clearly and convincingly describes the roles and responsibilities of partnering jurisdictions and includes letters of commitment/support from each partnering jurisdiction.	15 Points
The applicant sufficiently demonstrates the roles and responsibilities of partnering jurisdictions and includes letters of commitment/support from each partnering jurisdiction.	10 Points
The applicant somewhat demonstrates the roles and responsibilities of partnering jurisdictions. The applicant failed to include all letters of commitment/support from each of the partnering jurisdictions.	5 Points
The applicant failed to demonstrate the roles and responsibilities of partnering jurisdictions. The applicant also failed to include all letters of commitment/support from each of the partnering jurisdictions.	0 Points

Demonstrated Support - Regional Plan Adoption (5 Bonus Points):

The proposed project was listed in the Metro Mobility Matrix, the Metro Long Range Transportation Plan, the Metro Strategic Project List, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (Connect SoCal Plan), or other adopted regional plans OR the proposal includes a project in a San Gabriel Valley active transportation corridor listed in the Metro Active Transportation Strategic Plan.	5 Bonus Points
The proposed project was not listed in the Metro Mobility Matrix, the Metro Long Range Transportation Plan, the Metro Strategic Project List, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (Connect SoCal Plan), or other adopted regional plans. Additionally, the proposal does not include a project in a San Gabriel Valley active transportation corridor listed in the Metro Active Transportation Strategic Plan.	0 Bonus Points

Section 3: Category 2 Scoring Rubric**Overview:**

Project Feasibility	25 Points
Regional Impact	25 Points
Demonstrated Support	50 Points
TOTAL	100 Points

Project Feasibility - Project Schedule (5 Points):

The submitted schedule fully incorporates necessary phases and provides a realistic description of how funds could be expended within the funding deadlines.	5 Points
The submitted schedule contains enough detail and/or organization on the necessary phases and provides a description of how funds could be expended within the funding deadlines; however, some areas are unclear and/or some details are lacking .	3-4 Points
The submitted schedule is poorly developed or vague in outlining the necessary phases and how funds could be expended within the funding deadlines.	1-2 Points
The applicant failed to incorporate necessary phases and/or does not provide adequate time to complete the phases. A description on how funds could be expended within the funding deadlines is missing .	0 Points

Project Feasibility - Funding Strategy and Budget (5 Points):

The proposal provides realistic and detailed project funding strategy, budget, and cost estimates. Cost effectiveness is apparent .	5 Points
The proposal provides enough detail and/or organization on the project funding strategy, budget, and cost estimates. Details are mostly consistent with the proposed project and the cost effectiveness is somewhat apparent .	3-4 Points
The proposal lacks sufficient detail but is mostly consistent with the proposed project. Information on the project funding strategy, budget, and cost estimates are lacking . Cost effectiveness is not as apparent .	1-2 Points
The applicant failed to provide information on project funding strategy,	0 Points

budget, and/or cost estimates.	
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Project Feasibility - Design Progress (15 Points):

The proposed project reached at least 25% design completion.	15 Points + 5 Bonus Points
The proposed project reached at least 10% design completion.	15 Points
The proposed project has a design completion of less than 10% .	0 Points

Regional Impact - Mobility and Accessibility (5 Points):

The proposed project clearly and convincingly demonstrates that it improves traffic flow, relieves congestion, improves access to destinations such as jobs, recreation, medical facilities, and schools, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley.	5 Points
The proposed project sufficiently demonstrates that it improves traffic flow, relieves congestion, improves access to destinations such as jobs, recreation, medical facilities, and schools, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley.	3 Points
The proposed project somewhat demonstrates that it improves traffic flow, relieves congestion, improves access to destinations such as jobs, recreation, medical facilities, and schools, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley.	1 Point
Evaluators can award no points in this section if the applicant does not demonstrate that the proposed project improves traffic flow, relieves congestion, improves access to destinations such as jobs, recreation, medical facilities, and schools, and enables residents, workers, and visitors to travel freely and quickly throughout the San Gabriel Valley.	0 Points

Regional Impact - Safety (5 Points):

The proposed project clearly and convincingly demonstrates that it improves access to transit facilities, enhances safety, and corrects unsafe conditions in areas of heavy traffic, high transit use, and dense pedestrian activity where it is not a result of lack of normal maintenance.	5 Points
The proposed project sufficiently demonstrates that it improves access to transit facilities, enhances safety, and corrects unsafe conditions in	3 Points

areas of heavy traffic, high transit use, and dense pedestrian activity where it is not a result of lack of normal maintenance.	
The proposed project somewhat demonstrates that it improves access to transit facilities, enhances safety, and corrects unsafe conditions in areas of heavy traffic, high transit use, and dense pedestrian activity where it is not a result of lack of normal maintenance.	1 Point
Evaluators can award no points in this section if the applicant does not demonstrate that the proposed project improves access to transit facilities, enhances safety, and corrects unsafe conditions in areas of heavy traffic, high transit use, and dense pedestrian activity where it is not a result of lack of normal maintenance.	0 Points

Regional Impact - Demonstrated Need (15 Points):

The proposed project clearly and convincingly demonstrates that it addresses specific active transportation, bus system improvement, and/or first/last mile needs in the community and benefits to disadvantaged communities.	15 Points
The proposed project sufficiently demonstrates that it addresses specific active transportation, bus system improvement, and/or first/last mile needs in the community and benefits to disadvantaged communities.	10 Points
The proposed project somewhat demonstrates that it addresses specific active transportation, bus system improvement, and/or first/last mile needs in the community and benefits to disadvantaged communities.	5 Points
Evaluators can award no points in this section if the applicant does not demonstrate that the proposed project addresses specific active transportation, bus system improvement, and/or first/last mile needs in the community and benefits to disadvantaged communities.	0 Points

Demonstrated Support - Community Outreach (25 Points):

The applicant clearly and convincingly describes who was engaged in the identification and development of the project and documents that the engagement included all appropriate levels of public and governmental stakeholders, highlights evidence of a community-based public participation process, and showcases community support for the project.	25 Points
The applicant sufficiently demonstrates who was engaged in the identification and development of the project and documents that the engagement included all appropriate levels of public and governmental stakeholders, highlights evidence of a community-based public	15 Points

participation process, and showcases community support for the project.	
The applicant somewhat demonstrates who was engaged in the identification and development of the project and documents that the engagement included all appropriate levels of public and governmental stakeholders, highlights evidence of a community-based public participation process, and showcases community support for the project.	5 Points
The applicant fails to demonstrate who was engaged in the identification and development of the project and documents that the engagement included all appropriate levels of public and governmental stakeholders, highlights evidence of a community-based public participation process, and showcases community support for the project.	0 Points

Demonstrated Support - Committed Partnerships (25 Points):

The applicant clearly and convincingly describes the roles and responsibilities of partnering jurisdictions and includes letters of commitment/support from each partnering jurisdiction.	25 Points
The applicant sufficiently demonstrates the roles and responsibilities of partnering jurisdictions and includes letters of commitment/support from each partnering jurisdiction.	15 Points
The applicant somewhat demonstrates the roles and responsibilities of partnering jurisdictions. The applicant failed to include all letters of commitment/support from each of the partnering jurisdictions.	5 Points
The applicant failed to demonstrate the roles and responsibilities of partnering jurisdictions. The applicant also failed to include all letters of commitment/support from each of the partnering jurisdictions.	0 Points

Demonstrated Support - Regional Plan Adoption (5 Bonus Points):

The proposed project was listed in the Metro Mobility Matrix, the Metro Long Range Transportation Plan, the Metro Strategic Project List, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (Connect SoCal Plan), or other adopted regional plans OR the proposal includes a project in a San Gabriel Valley active transportation corridor listed in the Metro Active Transportation Strategic Plan.	5 Bonus Points
The proposed project was not listed in the Metro Mobility Matrix, the Metro Long Range Transportation Plan, the Metro Strategic Project List, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (Connect SoCal Plan), or other adopted regional plans. Additionally, the proposal does not include a project in a San Gabriel	0 Bonus Points

Valley active transportation corridor listed in the Metro Active Transportation Strategic Plan.	
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Attachment D:
SGVCOG Measure M MSP Public Outreach Plan (Resolution 18-11)

RESOLUTION NO. 18-11

**RESOLUTION OF THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS (SGVCOG) APPROVING MEASURE M
SUBREGIONAL PUBLIC OUTREACH PROGRAM FOR INITIAL FIVE-YEAR
PROGRAMMING PLAN**

WHEREAS, Measure M, a ½ cent sales tax for Countywide transportation improvements, was approved by voters in November 2016; and

WHEREAS, Measure M is projected to fund \$3.3 Billion in transportation improvements in the San Gabriel Valley over the next 40 years; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) adopted the Measure M guidelines to establish a process by which subregional funds under Measure M will be programmed by the subregional entities through the development of five-year subregional fund programming plans; and

WHEREAS, San Gabriel Valley Council of Governments (SGVCOG) Staff has received from Metro the projected five-year cash flow for each subregional fund in the San Gabriel Valley subregion; and

WHEREAS, under its Measure M Guidelines, the Metro Board requires each COG to develop and submit a Public Participation Element which will cover how interest groups within the COG's jurisdiction are addressed, identify the processes involved in the engagement effort, and key components of the MSP plan; and

WHEREAS, at minimum, the Public Participation Element must address the interests of: the subregion represented by the COG cities, county and other local jurisdictions and communities, and stakeholders, such as advocacy organizations and non-profits; and

WHEREAS, this Public Participation Element must be included in the MSP 5-Year Plan which will be adopted by both the COG Governing Board and the Metro Board.

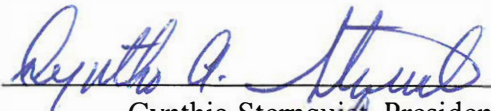
NOW THEREFORE, BE IT RESOLVED that the Governing Board does hereby approve the Public Participation Plan for the SGVCOG's initial MSP 5-Year Plan, as follows:

1. Staff will develop a preliminary proposed project list for each sub-fund based on cash flow and results for the adopted Mobility Matrix.
2. This list will be distributed to COG member agencies and other stakeholders and posted on the COG's website for comment. Staff will attempt to make personal contact with known stakeholders and offer briefings if desired.
3. The proposed project list, as well as any comments received, will be agendized for the Public Works and Planning TACs, and the City Managers' Steering Committee, for discussion and public input.

4. Recommendations from the TACs will be forwarded to the COG's Transportation Committee and agendaized for discussion and public input.
5. Final recommendations from the COG's Transportation Committee will be forwarded to the COG's Governing Board for final approval
6. Upon approval of the MSP 5-Year Plan by the Metro Board and subsequent execution of funding MOU's with each individual project implementing agency, further outreach regarding the design, environmental clearance and construction of those projects will be handled individually by the implementing agency in accordance with funding guidelines and local policies.

Additionally, throughout this entire process, SGVCOG Staff will share Measure M project selection information on social media, use social media to inform the public and pertinent stakeholders about opportunities to engage in the project selection process, and work closely with cities to conduct outreach in an innovative matter through different technologies and mediums.

PASSED AND ADOPTED by the Governing Board of the San Gabriel Valley Council of Governments, County of Los Angeles, State of California, on the 15th day of February 2018.


Cynthia Sternquist, President
San Gabriel Valley Council of Governments

Attest:

I, Marisa Creter, Interim Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Council of Governments, do hereby certify that Resolution 18-11 was adopted at a regular meeting of the Governing Board held on the 15th day of February 2018, by the following roll call vote:

AYES:	Alhambra, Arcadia, Azusa, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, La Canada Flintridge, La Puente, La Verne, Monrovia, Montebello, Monterey Park, Pomona, Rosemead, San Dimas, San Gabriel, South El Monte, South Pasadena, Temple City, Walnut, West Covina, LA County District 1, LA County District 4, LA County District 5, Water Districts
NOES:	
ABSTAIN:	
ABSENT:	Baldwin Park, Bradbury, Industry, Irwindale, Pasadena, San Marino, Sierra Madre


 Marisa Creter, Secretary



SGVCOG Capital Projects & Construction Committee Unapproved Minutes July 26, 2021

Call to Order: Chair Nancy Lyons called the meeting of the San Gabriel Valley Capital Projects and Construction Committee to order remotely via Zoom and livestreamed via YouTube on July 26, 2021 at noon.

1. **Pledge of Allegiance** – Cory Moss led the pledge of allegiance.

2. **Roll Call**

Present:

Nancy Lyons, Vice Chair, Diamond Bar
Cory Moss, Industry
Diana Mahmud, South Pasadena
Kathryn Barger, LA County
Becky Shevlin, Monrovia
Tim Hepburn, LaVerne
Maria Morales, El Monte
Susan Jakubowski, San Marino
Tim Sandoval, Pomona

Absent:

Scarlet Peralta, Montebello

Staff:

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

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

4. **Chairman Remarks** – Chair Lyons announced that this meeting was the first meeting with the newly elected officers and expressed thanks for being elected Chair of the Committee, and announced Cory Moss as Vice Chair. Chair Lyons welcomed new member Susan Jakubowski of San Marino and notified the committee of Member Scarlet Peralta's absence.

5. **Member Comments** – Member B. Shevlin announced her participating on the committee as President of the SGVCOG.

6. **Director of Capital Projects Monthly Report** – E. Shen provided an update on the San Gabriel Valley Transit Study, the Study was kicked off on July 14th, periodic updates to the Committee will be provided as Study milestones are completed. A list of contract

SGVCOG Capital Project & Construction Committee**July 26, 2021 Minutes****Page 2 of 4**

modifications was provided per each contract. P. Hubler provided an update on the Diamond Bar Golf Course Improvements as part of the SR 57/60 Project, and efforts for pursuing additional funding for Capital Projects Department projects. P. Hubler updated that the County of Los Angeles Parks and Recreation Department has approved a construction alert notice for the closure of the golf course beginning on September 1, and public outreach would begin in late July. S. Jakubowski asked what the plan was for the staff that are currently employed at the Golf Course during the closure. P. Hubler explained that there is a separate agreement in place with the County to manage staff during the closure. D. Mahmud asked about the status of the agreement with the County, and if it includes indemnification language. D. DeBerry provided a response that the agreement does include indemnification language.

P. Hubler also provided a Capital Projects funding update. Chair Lyons commented that it is important for the 57/60 Improvement Project stay on schedule due to its funding requirements.

7. **Project Progress Reports** – R. Coronel reviewed construction progress photos for the Durfee Avenue Grade Separation Project that included the removal of existing shoofly track and ballast, exposed abutments and bents for Stage 2 work, mobilization of the crane for the cast-in-drilled hole work, and drilling and setting temporary steel casing for 24-inch secant pile. C. Tsang reviewed construction progress photos for the Fairview Drive grade separation project that included soil stabilization along UPRR right-of-way, street paving along Business Parkway (grading after Lime), preparing the base, and geo-fabric installation. C. Tsang also reported that the street paving started on Friday at 4am and was completed by Saturday at 11am; local access was open by Sunday at 4pm. D. Mahmud asked if there is any analysis performed of the cost of concrete versus asphalt. E. Shen explained that concrete is more durable, and that it would likely be costlier to use asphalt when considering maintenance.

Approval of Capital Projects and Construction Committee Meeting Minutes of June 28, 2021 – A motion was made by C. Moss and seconded by D. Mahmud to approve the minutes.

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

Item passed.

8. **Approval to Receive and File Quarterly Project Progress Report**– E. Shen presented an update presentation for each Capital Projects Department projects including ACE and SGVCOG projects. E. Shen also provided a ACE projects funding status. K. Barger asked if the Department is prioritizing certain projects considering the funding shortfall. E. Shen responded that there is currently a prioritization of Montebello projects and Turnbull Canyon Grade Separation. The reason these are prioritized is because these are receiving state funding with local match requirements. K. Barger asked if the projects are shovel ready and

SGVCOG Capital Project & Construction Committee**July 26, 2021 Minutes****Page 3 of 4**

if the SGVCOG is working with Metro. E. Shen responded that they are shovel ready and the SGVCOG is working with Metro. K. Barger also asked if the \$42 million dollars for the 57/60 Improvements project includes the purchase of the approximately 9 acres of the golf course. E. Shen responded that it is just the construction cost, and does not include the funds to purchase the golf course acres.

The item was received and filed.

- 9. Approval to Receive and File Quarterly Mitigation Monitoring Report** – E. Shen mentioned that the mitigation monitoring reports for each project are included as part of the July agenda packet.

The item was received and filed.


- 10. Approval of Award to Skanska USA A Construction Contract for the Fullerton Road Grade Separation Construction Completion Project** – E. Shen reviewed the staff recommendation, and the project history and attempts to restart the project. E. Shen explained the limited NTP and recommendation of authorization for the Executive Director to award a contract to Skanska USA in the not to exceed amount of \$98,700,000. D. Mahmud expressed approval of the approach to rebid the contract. D. Mahmud also expressed interest in a project site tour for the Committee members. Chair Lyons also expressed interest in a project site tour. S. Jakubowski asked if staff reviewed Skanska USA's commitments to other projects and current and past performance on other projects. E. Shen explained that staff did consider this as part of the decision to select a contractor. C. Moss commended staff on the rebid and facing the challenges of the project. T. Hepburn seconded C. Moss, S. Jakubowski, and D. Mahmud.


A motion was made by T. Hepburn and seconded by C. Moss to approve the minutes.

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

Item passed unanimously.

- 11. Adjournment** – The meeting was adjourned at 1:00PM. The next meeting will be held remotely via Zoom on YouTube live on August 23, 2021 at noon.

Prepared by: 
Charlotte R. Stadelmann
Capital Projects Coordinator

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

Approved by: 
Marisa Creter
Executive Director

REPORT

DATE: August 23, 2021

TO: Capital Projects and Construction Committee Members & Alternates

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

RE: **APPROVAL OF SELECTION, AWARD OF CONTRACT, AND ISSUANCE OF TASK ORDER NO. 1 TO AECOM FOR THE CONSTRUCTION MANAGEMENT SERVICES FOR THE FULLERTON ROAD GRADE SEPARATION CONSTRUCTION COMPLETION PROJECT**

RECOMMENDED ACTION

Authorize the Executive Director to award a contract and issue Task Order No. 1, in the not to exceed amount of \$8,905,053.00 to AECOM to provide Construction Management Services (“CM Services”) for the Fullerton Road Grade Separation Construcion Completion Project.

BACKGROUND

The San Gabriel Valley Council of Governments (“SGVCOG”) in furtherance of the Alameda Corridor East Project has been working on the Fullerton Road Grade Separation Project to construct a roadway underpass at the Railroad crossing on Fullerton Road in the City of Industry.

Construction started in 2016 and continued until May of 2020 when the original contractor suspended work. An Agreement for Contract Termination was entered into between SGVCOG and the contractor in August of 2020. Attempts were made in November of 2020 (“IFB-2”) and April of 2021 (“IFB-3”) to procure a new contractor to complete the project. These attempts were unsuccessful.

CM Services support throughout the initial construction period, the termination and settlement period, and the first two re-bids was provided by Berg and Associates (“Berg”). In March of 2021 a Task Order revision was presented to the Capital Projects and Construction Committee (“CPCC”) to extend Berg’s services to include CM Services support for the completion of construction, however, the Committee did not approve the recommended contract extension and asked staff to bring this item back for consideration in April 2021. Staff had anticipated that the IFB-3 efforts would be successful and that a construction contract would be awarded in April 2021 with construction re-started in June or July of 2021. The existing CM contract with Berg would end on June 30, 2021. For administrative purposes, the agreement was extended through August 31, 2021 as a time-extension-only no-cost-increase, to support the site maintenance until a new contractor could be mobilized.

On April 6, 2021, SGVCOG received a single bid for IFB-3. The submitted value of the bid was for \$97.7 million. In conducting the review of the submitted documents, staff found that the bid contained many errors and omitted unit costs that prohibited the sum of the line items to total the

proposed amount. Staff recommended to the Capital Projects and Construction Committee (“CPCC”) that the bid be found non-responsive. The recommendation was approved by the CPCC on April 26, 2021.

Subsequent to the failed attempts to procure a contractor from IFB-3, SGVCOG adopted a resolution allowing staff to explore alternative delivery project delivery methods in an effort to expedite the solicitation process. Two approaches were evaluated in sequence. The first was a joint venture approach between the CM Services firm and a contractor. When that option no longer appeared viable, the second approach was implemented. The second approach was to conduct a competitive solicitation between four contractors by invitation only. Proposals were received on July 8, 2021 and an award was made on July 26, 2021 by the CPCC. Construction is scheduled to commence in September/October of this year.

CURRENT ISSUES

With construction ready to commence, CM Services support is needed. On July 8, 2021 a Request for Proposals (“RFP”) for selecting a CM Services team was issued. The selected CM Services consultant will perform construction management services under Task Order 1.

The availability of the RFP was widely published, including being posted on our online bidding system (PlanetBids). A virtual pre-proposal conference was held on July 13, 2021. SGVCOG received proposals on July 28, 2021. Responsive proposals were received from the following firms: AECOM, Anser Advisory, Berg and Associates, Falcon Engineering Services, PreScience, and Southstar Engineering.

A five-member Technical Evaluation Committee (“TEC”) convened to review the proposals. The TEC reviewed the written proposals and agreed to shortlist AECOM and PreScience for interviews on August 10, 2021. Both proposers were highly regarded, experienced and well qualified. The TEC ranked AECOM as the best qualified proposer.

Subsequent to the TEC review, the SGVCOG issued the Notice of Intent to Negotiate with AECOM on August 12, 2021 and notified all proposers. The 5 business-day protest period will expire on August 19, 2021.

The RFP was issued under the Small Business Enterprise (SBE) Program currently in place. With the agency-established 11% SBE goal on the project, AECOM is committed to meet or exceed the 11% SBE goal through the life of the contract.

As instructed in the RFP, AECOM submitted its cost proposal in a sealed envelope along with the technical proposal. The cost proposal was opened by staff after AECOM was selected as CM for the project. After several rounds of cost negotiations, staff is recommending approval of the not-to-exceed (NTE) amount of \$8,905,053.00.

In addition to the authorization of the NTE amount of \$8,905,053.00, an additional 10% contingency allowance, or \$890,505.30 will be budgeted for the Executive Director, or designee

to address unforeseen work or owner-initiated changes, in accordance with normal agency procedures. Any contract amount changes due to contract changes that exceed the Executive Director's authority will be brought back to the Committee for further consideration and approval.

FISCAL IMPACT

The costs of the Fullerton Road Grade Separation Construction Completion Project have been accounted for in the revised project budget. However, the programmatic funding shortfall to complete the remaining ACE projects is currently estimated close to \$145 million. Staff is actively pursuing funding opportunities, including federal, state and subregional funds.

Prepared by:


Andres Ramirez, PMP

Senior Project Manager

Reviewed by:



Eric C. Shen, PE, PTP

Director of Capital Projects

Approved by:



Marisa Creter

Executive Director

ATTACHMENT

Attachment: Agreement No. 21-12 Task Order No. 1

[cpcc 20210823 fullerton gs cm services vj](#)

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

TASK ORDER

**CONSTRUCTION MANAGEMENT SERVICES FOR
FULLERTON ROAD GRADE SEPARATION CONSTRUCTION COMPLETION PROJECT**

CONSULTANT: AECOM	AGREEMENT NO.: 21-12	TASK ORDER NO.: 01
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TASK ORDER TITLE:	Construction Management Services for Fullerton Road Grade Separation Construction Completion Project
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EFFECTIVE DATE OF THIS TASK ORDER: September 1, 2021	TASK ORDER VALUE: \$ 8,905,053.00
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CONTACT: Matt Gollan	TELEPHONE: 714-567-2501
FACSIMILE: 714-567-2441	EMAIL: matthew.gollan@aecom.com
ADDRESS: 999 W. Town & Country Road, Orange, CA 92868	

1. SCOPE OF SERVICES:

CONSULTANT agrees to perform the services identified in Attachment "A", Scope of Services, which is attached hereto and made a part hereof this TASK ORDER NO. 01.

2. COMPENSATION:

The total amount payable to CONSULTANT under this TASK ORDER NO. 01 shall not exceed: **Eight Million Nine hundred Five Thousand Fifty-Three Dollars (\$ 8,905,053.00)**, as per Attachment "B" attached hereto and made part hereof (Consultant's cost proposal).

3. SUBCONTRACTORS:

Attachment "C" List of Proposed Subcontractors for TASK ORDER NO. 01 is attached hereto and made a part hereof this TASK ORDER NO. 01.

4. KEY PERSONNEL:

Attachment "D" List of Key Personnel for TASK ORDER NO. 01 is attached hereto and made a part hereof this TASK ORDER NO. 01.

5. SBE GOAL

The SBE goal is changed/unchanged by this TASK ORDER. If changed, the revised SBE goal is 11%.

6. PERIOD OF PERFORMANCE/NOTICE TO PROCEED

Work under this TASK ORDER NO. 01 shall commence in accordance with a Notice to Proceed to be issued under separate cover, and shall terminate upon the completion closeout of construction contract identified in this TASK ORDER NO. 01.

All other terms and conditions of this AGREEMENT NO. 21-12 remain unchanged.

In witness whereof, this TASK ORDER NO. 01 has been executed under the provisions of AGREEMENT NO. 21-12 between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and the above named CONSULTANT. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER NO. 01 and AGREEMENT NO. 21-12 shall be in full force and effect.

CONSULTANT:**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

AGREEMENT NO. 21-12

AGREEMENT FOR

CONSTRUCTION MANAGEMENT SERVICES

FOR THE

THE FULLERTON ROAD GRADE SEPARATION CONSTRUCTION COMPLETION

PROJECT

BY AND BETWEEN

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

AND

AECOM

_____, 2021

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
 AGREEMENT FOR
 CONSTRUCTION MANAGEMENT SERVICES
 FOR THE
 FULLERTON ROAD GRADE SEPARATION CONSTRUCTION COMPLETION PROJECT**

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AGREEMENT NO. 21-12

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR
FOR THE FULLERTON ROAD GRADE SEPARATION CONSTRUCTION
COMPLETION PROJECT
BY AND BETWEEN**

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND**

AECOM

This AGREEMENT FOR **CONSTRUCTION MANAGEMENT SERVICES FOR THE FULLERTON ROAD GRADE SEPARATION CONSTRUCTION COMPLETION PROJECT** BY AND BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND AECOM (the "AGREEMENT"), is made and entered into effective as of the ____ day of _____, 2021 by and between the San Gabriel Valley Council of Governments, a California Joint Powers Authority (the "SGVCOG") and AECOM (the "CONSULTANT").

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 24 "TERMINATION OF AGREEMENT", this AGREEMENT shall remain in force from the effective date, as first shown above, and shall expire upon completion and acceptance of the **CONSTRUCTION MANAGEMENT SERVICES FOR THE FULLERTON ROAD GRADE SEPARATION CONSTRUCTION COMPLETION PROJECT**. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SUBCONTRACTORS.

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

SECTION 3. SCOPE OF SERVICES.

- A. EXHIBIT "A" describes the total SCOPE OF SERVICES that SGVCOG expects to assign to CONSULTANT over the term of the AGREEMENT. Individual TASK ORDERS, each covering a part of the total SCOPE OF SERVICES, will be issued to CONSULTANT. SGVCOG expects to issue individual TASK ORDERS to CONSULTANT as required. CONSULTANT is only authorized to undertake services as described in each individual TASK ORDER. It is understood and agreed that the total SCOPE OF SERVICES is only an estimate and that the actual services collectively required of CONSULTANT through individual TASK ORDERS may be less than the SCOPE OF SERVICES. Further, it is understood and agreed that SGVCOG makes no guarantee; either express or implied, as to the actual task orders to be issued and total dollar value of all of the TASK ORDERS that will be authorized under this AGREEMENT.
- B. When SGVCOG determines that a TASK ORDER is required, SGVCOG will request that CONSULTANT prepare a draft TASK ORDER (sample attached as EXHIBIT "B") identifying the services to be performed, deliverables, period of performance, proposed compensation (i.e. as firm fixed price or billing rates with a not-to-exceed budget ceiling), Small Business Enterprise ("SBE") goals, and other items, as appropriate. CONSULTANT shall provide the draft TASK ORDER to SGVCOG, which shall review the draft TASK ORDER and negotiate its contents with CONSULTANT. After agreement is reached regarding all items in the TASK ORDER, it shall be signed by representatives of both SGVCOG and CONSULTANT.
- C. CONSULTANT shall not undertake any work associated with a specific TASK ORDER until that TASK ORDER has been approved by SGVCOG, signed by SGVCOG and CONSULTANT and a notice to proceed has been issued by SGVCOG.
- D. The period of performance for each TASK ORDER will be in accord with the dates specified in the TASK ORDER. No TASK ORDER shall extend beyond the term of this AGREEMENT as specified in SECTION 1 and any TASK ORDER which purports to extend beyond the term of this AGREEMENT shall not be valid.
- E. Upon execution of a TASK ORDER by SGVCOG and CONSULTANT, the TASK ORDER shall be incorporated into and made a part of this AGREEMENT.

SECTION 4. CHANGES IN WORK

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

Any revisions to satisfactorily completed work as directed by SGVCOG shall be considered as additional services and will be paid for as herein provided under Section 5.

SECTION 5. ADDITIONAL SERVICES.

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

SECTION 6. NOT USED

SECTION 7. COMPENSATION AND METHOD OF PAYMENT

- A. The total compensation to be payable by SGVCOG to CONSULTANT under this AGREEMENT shall be based on executed TASK ORDERS issued by SGVCOG. There is no guarantee, either express or implied, as to the actual dollar value of services to be authorized through TASK ORDERS.
- B. CONSULTANT shall be compensated in the manner and amounts specified in each TASK ORDER, a sample of which is attached hereto as Exhibit "B" and made a part of this AGREEMENT. The total compensation due CONSULTANT for each TASK ORDER shall not exceed the amount set forth in each TASK ORDER. CONSULTANT shall use its best efforts to perform the work specified in each TASK ORDER within the total amount payable set forth in each TASK ORDER and in accordance with CONSULTANT's obligations under this AGREEMENT. Any costs incurred by CONSULTANT in excess of the total amount payable in each TASK ORDER without the prior written approval of SGVCOG shall be at CONSULTANT'S own risk. Reimbursements on subcontracts for goods and services shall be limited to the actual amount paid by CONSULTANT to the subcontractor(s). Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, which costs are included in the hourly rates payable to CONSULTANT.
- C. The CONSULTANT's compensation for work under the AGREEMENT will be based on firm fixed hourly rates [which must include all overhead costs and a markup fee that is no more than nine percent (9%) of the hourly cost rate] multiplied by the direct labor hours performed. The CONSULTANT's not-to-exceed compensation will be subject to a cap on total budget as specified in each TASK ORDER. CONSULTANT's hourly rates are not adjustable for the first two (2) years of the performance period under the AGREEMENT. The CONSULTANT's performance period will start on the date of the first TASK ORDER issued to the CONSULTANT. After the first two (2) years,

CONSULTANT's hourly rates may have annual adjustments based on the amount the CPI for the Los Angeles-Long Beach-Anaheim metropolitan area for the month immediately preceding the start of the third year of the performance period ("Index Month") has increased over the CPI for the month one year prior to the Index Month as measured by the Bureau of Labor Statistics or three (3) percent, whichever is less. To receive an increase CONSULTANT must submit a written request for such increase, which shall be subject to review and written approval of SGVCOG. Any increase will only apply to work performed after SGVCOG's written approval. If the AGREEMENT term extends beyond six (6) years, CONSULTANT may submit a written request for an increase in excess of the above through a showing that the CONSULTANT's hourly rates are below applicable market rates for the Los Angeles County area. Approval of such an increase shall be at SGVCOG's sole discretion. To the extent that employees or sub-consultants of CONSULTANT performing work under a TASK ORDER are subject to Straight – Time General Prevailing Wage Determinations by the Director of Industrial Relations ("Wage Determination Rate") which are higher than the CONSULTANT's reimbursable hourly rates provided under the AGREEMENT ("CONSULTANT's Rate"), CONSULTANT may submit a request, with supporting documents, for an increase of such hourly rates up to the Wage Determination Rate, plus no more than the markup fee set forth above. SGVCOG agrees to approve such an increase if in its reasonable determination agrees that the Wage Determination Rate is higher than CONSULTANT's Rate

- D. CONSULTANT shall notify SGVCOG in writing whenever CONSULTANT has reason to believe that within the following sixty (60) day period its total costs and/or compensation for any TASK ORDER will exceed seventy five percent (75%) of the budget for that TASK ORDER as identified in the applicable TASK ORDER Exhibit "B". As part of any such notification, CONSULTANT shall provide SGVCOG with written justification for and a revised estimate of the total cost to SGVCOG for the completion of such TASK ORDER.
- E. As soon as practical after the first day of each calendar month, but in no event later than the tenth (10th) of the month, CONSULTANT shall furnish to SGVCOG an original invoice. The invoice shall identify all compensation due CONSULTANT by SGVCOG for services performed in the previous month. Each original invoice shall also include sufficient supporting materials to enable SGVCOG to confirm that all claimed services have been properly completed and costs incurred as claimed by CONSULTANT. SGVCOG shall endeavor to pay the amount due CONSULTANT in full within thirty (30) days after receipt of invoice.

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

shall depict planned and actual activities for (a) project manpower, (b) monthly cumulative expenditures and (c) monthly expenditures versus percent complete. CONSULTANT invoices submitted without the required exhibits will be rejected by SGVCOG.

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

any findings in the Draft Audit Report, a Final Audit Report will be issued. In the event CONSULTANT and Sub consultant fail to respond to or acknowledge the Draft Audit Report within thirty (30) days, SGVCOG will issue the Final Audit Report. The Final Audit Report will not be subject to reconsideration by SGVCOG.

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

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

will be considered a material failure to comply with the terms of this AGREEMENT and may result in CONSULTANT being in default under SECTION 25.

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

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

CONSULTANT and Sub consultants' cost proposals and indirect cost rates (ICR) are subject to audits or reviews such as, but not limited to, an Incurred Cost Audit, and ICR Audit, or a Certified Public Accountant (CPA) ICR Audit Workpaper Review. CONSULTANT and Subconsultant are expected to fully

cooperate and shall provide documents in a timely manner during the audit process.

SECTION 8. DEFICIENT SERVICES.

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

SECTION 9. EQUIPMENT PURCHASES AND CONSULTANT SERVICES.

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

terminated, CONSULTANT may either keep the equipment and credit SGVCOG in an amount equal to its fair market value, or sell such equipment at the best prices obtainable at a public or private sale, in accordance with established SGVCOG procedures; and credit SGVCOG in an amount equal to the sales prices. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SGVCOG and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved, in advance, by SGVCOG."

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

SECTION 10. OWNERSHIP OF DOCUMENTS.

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

SECTION 11. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to SGVCOG pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for not less than four (4) years from the date of final payment made to CONSULTANT by SGVCOG in accordance with this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.
- B. Any and all records or documents required to be maintained pursuant to this SECTION 11 shall be made available for inspection, audit and copying, at any time

during regular business hours, upon written request by SGVCOG or its designated representatives or representatives of any governmental entity, including the Federal Highway Administration, Metro and Caltrans, that is providing funding for SGVCOG Project, if a portion of such funding is used to compensate CONSULTANT hereunder. Copies of such documents or records shall be provided directly to SGVCOG for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

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

SECTION 12. STATUS OF CONSULTANT.

- A. CONSULTANT is and shall at all times remain a wholly independent CONSULTANT and not an officer, employee or agent of SGVCOG. CONSULTANT shall have no authority to bind SGVCOG in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against SGVCOG, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by SGVCOG.
- B. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees or agents of SGVCOG, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of SGVCOG. In the event SGVCOG is audited by any Federal or State agency regarding the independent contractor status of Consultant's personnel and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between SGVCOG and Consultant or its personnel, Consultant agrees to reimburse SGVCOG for all costs, including accounting and attorney's fees, arising out of such audit and appeals relating thereto.
- C. Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to SGVCOG's employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

- D. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relationship between SGVCOG and any subcontractors of CONSULTANT, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to SGVCOG for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subcontractors is an independent obligation from SGVCOG's obligation to make payments to CONSULTANT.

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

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

SECTION 14. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION.

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

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

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

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

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

- i. A SBE will perform a commercially useful function if it is responsible for the execution of part of the scope of the work described in the AGREEMENT and carries out its responsibilities by actually performing, managing, and supervising the work involved. In order to perform a commercially useful function, a SBE must also be responsible for negotiating price, determining quality and quantity, ordering material, and installing (where applicable) and paying for any materials and supplies associated with the work that the SBE performs. To determine whether a SBE is performing a commercially useful function, CONSULTANT must also evaluate the amount of work subcontracted to the SBE, industry practices, whether the amount the SBE is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
 - ii. A SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SBE participation. In determining whether a SBE is such an extra participant, CONSULTANT should examine similar transactions, particularly those in which SBEs do not participate.
 - iii. If a SBE does not perform or exercise responsibility for at least thirty percent (30%) of the work (measured by cost) it performs under the AGREEMENT with its own work force, or if the SBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, SGVCOG will presume that the SBE it is not performing a commercially useful function.
- B. SBE Records
- i. CONSULTANT shall maintain records of materials purchased from and/or services supplied under all subcontracts entered into with certified SBEs, identified in Exhibit D-2. The records shall show the name and business address of each SBE or vendor and the total dollar amount actually paid each SBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. If CONSULTANT is a SBE it shall also show the date of work performed by its own forces along with the corresponding dollar value of the work.
 - ii. "Quarterly SBE Subcontractors Paid Report Summary and Payment Verification" (EXHIBIT D-3):
 - a. If CONSULTANT is a SBE firm and/or has proposed to utilize SBE firms, CONSULTANT will be required to complete and submit a Quarterly SBE Report to SGVCOG by the 15th of each quarter until completion of the AGREEMENT to facilitate reporting of SBE participation. CONSULTANT shall report the total dollar value paid

to SBEs for the applicable reporting period. CONSULTANT shall also report the SBE's scope of work and the total subcontract value of commitment for each SBE reported.

- b. CONSULTANT is required to submit a final SBE report no later than fourteen (14) calendar days after the receipt of final payment and retention from SGVCOG in order to facilitate reporting and capturing the final and actual SBE attainments.
- iii. CONSULTANT shall not to report the participation of SBEs toward the CONSULTANT's SBE attainment until the amount being counted has been paid to the SBE.
 - a. When a SBE subcontractor is terminated, or fails to complete its designated scope of work under the terms of the contract for any reason, CONSULTANT must make good faith efforts to find another SBE subcontractor to substitute for the original SBE.
- iv. Substitutions or additions of an approved SBE subcontractor to be performed by the approved SBE subcontractor must be requested in writing by CONSULTANT and approved by SGVCOG.

C. SBE Certification and De-Certification Status

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

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

D. SBE Materials and Supplies

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

- i. If the materials or supplies are obtained from a SBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will count toward the SBE participation. A SBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the AGREEMENT and of the general character described by the specifications.

- ii. If the materials or supplies are purchased from a SBE regular dealer, sixty percent (60%) of the cost of the materials or supplies will count toward SBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the AGREEMENT, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- iii. In order to be considered a regular dealer, if the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
- iv. Credit toward SBE goals for materials or supplies purchased from a SBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

SECTION 15. FAIR EMPLOYMENT PRACTICES.

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

obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- B. CONSULTANT will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, actual or perceived sexual orientation, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees, notices provided by state and federal agencies regarding fair employment practices.
- C. CONSULTANT will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by representatives of any agency designated by the State of California to investigate or ascertain compliance with this SECTION 15 of this AGREEMENT.
- D. Remedies for willful violation:
 - i. SGVCOG may determine a willful violation of the fair employment provision of this AGREEMENT to have occurred upon receipt of a final judgment to that effect from a court in an action to which CONSULTANT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CONSULTANT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - ii. For willful violation of the fair employment provision of this AGREEMENT, SGVCOG shall have the right to terminate this AGREEMENT, either in whole or in part, and any loss or damage sustained by SGVCOG in securing the goods or services described herein shall be borne by and paid for by CONSULTANT and SGVCOG may deduct from any moneys due or that thereafter may become due to CONSULTANT, the difference between the price named in the AGREEMENT and the actual cost thereof to SGVCOG to cure CONSULTANT's breach of this AGREEMENT.

SECTION 16. NONDISCRIMINATION ASSURANCES.

- A. CONSULTANT hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d - 42 U.S.C. 2000d-4 (the "ACT"), and all requirements imposed by or pursuant to Title 49, Code of Federal

Regulations, Department of Transportation, Part 26.13, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (the "REGULATIONS"), the Federal-Aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the basis of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of CONSULTANT under this AGREEMENT. CONSULTANT hereby gives assurance that CONSULTANT and subcontractors will promptly take any measures necessary to effectuate this SECTION 16. Failure by CONSULTANT to carry out these requirements would be a material breach of the AGREEMENT and may result in termination of the AGREEMENT in accordance with SECTION 25 or other actions by SGVCOG in accordance with SECTION 25.

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

- i. CONSULTANT agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or will be operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
- ii. CONSULTANT shall insert the following notification in all solicitations for bids for work or material made in connection with this AGREEMENT and, in adapted form, in all proposals for negotiated agreements:

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

- iii. CONSULTANT shall insert the clauses of EXHIBIT "F" "NONDISCRIMINATION ASSURANCES IN SUBCONTRACTS" into every subcontract under this AGREEMENT.
- iv. CONSULTANT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this AGREEMENT.
- v. CONSULTANT shall provide for such methods of administering its obligations under the AGREEMENT as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give

reasonable guarantee that CONSULTANTS and its agents, subcontractors, and successors in interest will comply with all requirements imposed by, or pursuant to the ACT, the REGULATIONS, and this AGREEMENT.

SECTION 17. UNAUTHORIZED ALIENS.

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

SECTION 18. CONFLICTS OF INTEREST.

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

SECTION 19. RESTRICTIONS ON LOBBYING.

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. By signing this AGREEMENT, CONSULTANT certifies, to the best of its knowledge and belief, that no state, federal or local agency appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or an employee of the Congress, or an employee of a Member of Congress in connection with this AGREEMENT (See Exhibit "G").
 2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this AGREEMENT, CONSULTANT shall complete and submit all required lobbying disclosure forms and reports.
- C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT was executed. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The language of this SECTION 19 shall be included in all subcontracts that exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) in value and that all such subcontractors shall certify and disclose accordingly.

SECTION 20. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- A. All information gained or work products produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work products to persons or entities other than SGVCOG without prior written authorization from SGVCOG, except as may be required by law.
- B. CONSULTANT, its officers, employees, agents or subcontractors shall not, without prior written authorization from SGVCOG or unless requested by legal counsel to SGVCOG, voluntarily provide declarations, letters of support, and testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives SGVCOG notice of such court order or subpoena.
- C. CONSULTANT shall not issue any news release or public relations item of any nature regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by SGVCOG and receipt of SGVCOG's written permission.

- D. If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then SGVCOG shall be indemnified by and have the right to reimbursement and CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.
- E. CONSULTANT shall promptly notify SGVCOG should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. SGVCOG retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with SGVCOG and to provide SGVCOG with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean that SGVCOG has an obligation to control, direct, or rewrite said response.
- F. All information related to the construction estimate is confidential until the opening of all construction bids and shall not be disclosed by CONSULTANT to any entity other than SGVCOG.

SECTION 21. INDEMNIFICATION.

- A. SGVCOG along with its individual members, and their respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all losses, liabilities, claims, actions, demands, detriments, penalties, charges, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s) (including, but not limited to, employees, subcontractors, agents, and invitees of CONSULTANT, SGVCOG along with its individual members, or any other person to whom a duty of care is owed), damage to or destruction of property, loss of use of property, economic loss of third parties or otherwise relating to, occurring as a result of, or allegedly caused during the term of this AGREEMENT by the negligence, or reckless acts or omissions or willful misconduct of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

- B. If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from SGVCOG, shall defend INDEMNITEES at its expense by counsel acceptable to SGVCOG, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 22 shall ensure CONSULTANT's obligations under this SECTION 21, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this SECTION 21 shall survive the expiration or earlier termination of this AGREEMENT.
- C. The provisions of this SECTION 21 do not apply to CLAIMS occurring as a result of the sole negligence or willful misconduct of SGVCOG.

SECTION 22. INSURANCE.

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

SECTION 23. ASSIGNMENT.

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

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

SECTION 24. TERMINATION OF AGREEMENT.

- A. SGVCOG may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. CONSULTANT shall cease immediately all work under this AGREEMENT upon receipt unless the written notice provide otherwise.
- B. If CONSULTANT is in default under this AGREEMENT, then, in addition to an other remedies, SGVCOG may terminate this AGREEMENT immediately upon written notice.
- C. Upon termination of this AGREEMENT, all property belonging to SGVCOG, which is in CONSULTANT's possession, shall be returned to SGVCOG. CONSULTANT shall furnish to SGVCOG a final invoice for work performed and reasonable expenses incurred up to the date that CONSUTLANT was to cease work as provide in this AGREEMENT. CONSULTANT shall not be entitled to any claim for lost profits. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 7 of this AGREEMENT.

SECTION 25. DEFAULT.

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

SECTION 26. CONSULTANT'S ENDORSEMENT.

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

SECTION 27. CONTINUITY OF PERSONNEL.

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

SECTION 28. TIME IS OF THE ESSENCE.

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

SECTION 29. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, and acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term of this AGREEMENT may be extended for delays outside CONSULTANT's control. No price adjustment shall be made unless the delay is caused by SGVCOG and then only to the extent CONSULTANT is damaged.

SECTION 30. PATENT RIGHTS.

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

SECTION 31. COPYRIGHTS.

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

SECTION 32. LABOR COMPLIANCE REQUIREMENTS.

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

CONSULTANT shall further adhere to the requirements contained in Exhibit "J" - Labor Compliance Provisions.

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

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

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

SECTION 33. SAFETY.

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

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

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

SECTION 34. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.

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

SECTION 35. EVALUATION OF CONSULTANT.

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

SECTION 36. WAIVER.

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

SECTION 37. NOTICES.

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

To SGVCOG:

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
Telephone: (626) 962-9292
Facsimile: (626) 962-3552

With a copy to:

David DeBerry
General Counsel
San Gabriel Valley Council of Governments
c/o Woodruff Spradlin & Smart, A Professional Corporation

555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626-7670
Telephone:(714) 415-1088
Facsimile: (714) 415-1188

To CONSULTANT: (Contact Name)
(Position)
(Company Name)
(Company Address)
(Telephone:)
(Facsimile:)

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

SECTION 38. BINDING EFFECT.

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

SECTION 39. MODIFICATION OF AGREEMENT.

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

SECTION 40. LAW TO GOVERN; VENUE.

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

SECTION 41. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 42. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions

of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provisions.

SECTION 43. COVENANT AGAINST CONTINGENT FEES.

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

SECTION 44. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.

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

SECTION 45. CONSULTANT DESIGN STANDARDS

NOT USED

SECTION 46. DISPUTES.

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

SECTION 47. AUTHORITY TO EXECUTE.

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

SECTION 48. ENTIRE AGREEMENT.

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

SECTION 49. SIGNATURES.

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

CONSULTANT:

By:

Title:

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS:

By:

Title:

Reviewed and Recommended By: Director of Capital Projects

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS:

By:

Title:

Authorized by: Executive Director

**APPROVED AS TO
FORM:**

General Counsel to SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS