



## San Gabriel Valley Council of Governments Capital Projects and Construction Committee

### Meeting Agenda

Monday, February 26, 2018 12:00PM

San Gabriel City Hall

425 S. Mission Drive

San Gabriel, CA 91776

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Members of the public may comment on any item on the agenda at the time it is taken up by the Committee. We ask that members of the public come forward to be recognized by the Chair and keep their remarks brief. If several persons wish to address the Committee on a single item, the Chair may impose a three-minute time limit on individual remarks at the beginning of the discussion.

San Gabriel City Hall is accessible to persons using wheelchairs and with other disabilities. Informational material will be available in large print. Assistive listening devices, materials in other alternate formats, American Sign Language interpreters and other accommodations will be made available upon request.

Requests should be made to Deanna Stanley at 626-962-9292 ext. 142 or [dstanley@theaceproject.org](mailto:dstanley@theaceproject.org)

Providing at least 72 hours notice will help ensure availability.

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- I. Pledge of Allegiance
- II. Roll Call and Introductions
- III. Public Comment
- IV. Approval of the Capital Projects and Construction (Pages 1 – 3)      Action  
Committee Meeting Minutes of January 22, 2018
- V. Chairman’s Remarks
- VI. Board Member Comments
- VII. Chief Engineers Monthly Report      (Pages 4 – 5)      Information
- VIII. Project Construction Progress Reports      Information
- IX. Approval to Receive and File Finance Committee Reports (Pages 6 – 27)      Action  
of January 26, 2018

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

- X. Approval of the Project Definition Report for the At-Grade Crossing Safety Improvements Project in the City of Pomona (Pages 28 – 34) Action
  
- XI. Approval of an Amendment to RailPros, Inc. Contract for Design Services for the At-Grade Safety Improvements Project (Pages 35 – 36) Action
  
- XII. Approval to Receive and File Process for Selection of Potential Future Projects to be undertaken by the SGVCOG through the Capital Projects and Construction Committee (Pages 37 – 46) Action
  
- XIII. Approval to Recommend to the San Gabriel Valley Council of Governments Approval of an Memorandum of Understanding from the Cities of Alhambra, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South Pasadena, Temple City, and Unincorporated Los Angeles County (County) for Three Load Reduction Strategy Projects for the Rio Hondo River and Tributaries. (Pages 47 – 60) Action
  
- XIV. Adjournment Action



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



## SGVCOG Capital Projects & Construction Committee January 22, 2018 Meeting Minutes

Chairperson Costanzo called the meeting of the Board of Directors of the Alameda Corridor-East Construction Authority to order at 12:04pm at the San Gabriel City Hall Council Chambers.

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

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

In attendance was:

Juli Costanzo, San Gabriel, Chair

Victoria Martinez, El Monte, Vice Chair

Barbara Messina, SGVCOG

Jack Hadjinian, Montebello

Tim Sandoval, Pomona

Hilda Solis, Los Angeles County

### **Staff:**

Mark Christoffels, CEO

Gregory Murphy, Burke, Williams & Sorensen, legal counsel

Deanna Stanley

Amy Hanson

Phil Balmeo

Victoria Butler

Charles Tsang

Paul Hubler

Nathan Bocanegra

### **Guests:**

Natasha De Benon, Ghirdelli Associates

Alex Gonzales, City of Industry

Roger Martinez, Vasquez & Company

Charlie Nak, Jacobs Engineering

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

4. **Confirmation of San Gabriel Valley Council of Governments Governing Board Actions and Direction to Administer Transition from ACE Construction Authority to San Gabriel Valley Council of Governments Capital Projects and Construction Committee**  
– Mr. Christoffels explained this item will help clarify former ACE administrative procedures during the transition period. Mr. Murphy reviewed the elements of the staff report that outlined administrative responsibilities necessary to keep project activities moving forward. He indicated the report included assigning the former CEO the title Chief Engineer with all responsibilities and approvals previously assigned under the former title. He

indicated approval would also allow legal counsel to continue its efforts and the meeting schedule previously approved by the ACE Board required ratification by the Committee. Mr. Christoffels indicated the San Gabriel Valley Council of Governments Governing Board approved this item at its January 18 meeting.

A motion was made by member Solis and seconded by Vice Chair Martinez to approve the staff report on page 1 of the agenda.

M/S/C/Solis/Martinez/Unanimous

5. **Chairman Remarks** – Chairperson Costanzo thanked the staff for their efforts which has led to wonderful relationship in Washington and locally.
6. **Board Member Comments** – Members Martinez, Hadjinian and Messina expressed their gratitude to serve on the ACE Board, now a Committee.
7. **Approval of ACE Board of Directors December 18, 2017 Special Meeting Minutes** – A motion was made by member Messina and seconded by Vice Chair Martinez to approve the December 18, 2017 ACE Board Special Meeting minutes.

M/S/C/Messina/Martinez/Unanimous

8. **Election of Officers** – Mr. Murphy reminded the Board that during the implementation of the transition from ACE Board to a Committee and in accordance with past practices, dictated by the Governing Board bylaws, an election of Chair and Vice Chair shall be held at the first regular meeting of the calendar year. He indicated in May the SGVCOG Governing Board will hold elections including committee assignments with appointments in June and in July new committee members will be seated. He indicated the nominations today will serve until the new committee is determined.

Chairperson Costanzo opened the nomination for Chair. Vice Chair Martinez nominated Juli Costanzo to continue to serve as Chair. The nomination was seconded by member Messina. There were no other nominations.

The Committee unanimously elected Juli Costanzo to serve as Chair.

Chairperson Costanzo opened the nominations for Vice Chair. Chairperson Costanzo nominated Victoria Martinez to be Vice Chair. The nomination was seconded by member Messina. There were no other nominations.

The Committee unanimously elected Victoria Martinez to serve as Vice Chair.

9. **Chief Engineer's Report** – Mr. Christoffels indicated at the end of the calendar year a five-year work plan will be available. He reminded the Board of the advocacy efforts underway.
10. **Construction Progress Reports** – Charles Tsang reviewed the progress photos for the Lemon Avenue Betterment project. Victoria Butler reviewed the progress photos depicting

preparation activities for a 55 hour weekend closure of SR-60 freeway for the work related to the Fullerton Road grade separation project. Phil Balmeo reviewed the progress photos for the Puente Avenue and San Gabriel Trench projects.

11. **Approval to Receive and File ACE Audited Financial Statements for Fiscal Year Ended June 30, 2017** – Roger Martinez, Engagement Partner of Vasquez & Company LLP reviewed the process of the annual audit. He indicated the ACE Construction Authority was in compliant with general accounting standards and there were no identified material weaknesses or significant deficiencies in the agency’s internal control. There were no questions.


A motion was made by Vice Chair Martinez and seconded by member Sandoval to receive and file ACE Audited Financial Statements for Fiscal Year Ended June 30, 2017.

M/S/C/Martinez/Sandoval/Unanimous

12. **Quarterly Financial Statements** – There was presentation or discussion on this item. A motion was made by member Sandoval and seconded by Vice Chair Martinez to receive and file the Quarterly Financial Reports.

M/S/C/Sandoval/Martinez/Unanimous

13. **Adjournment** –The Committee meeting was adjourned at 1:07PM. The next meeting will be held February 26, 2018.

X   
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Deanna Stanley  
Clerk



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels  
Chief Engineer

Date: February 26, 2018

SUBJECT: Chief Engineer’s Monthly Report

The following are items of note since the last meeting:

**TCEP Grant Application** – Los Angeles County Metro submitted a grant application on January 30 seeking \$184.64 million from the new state Trade Corridor Enhancement Program (TCEP) for the Southern California Rail Project. The Rail Project consists of on-dock rail improvements at the Ports of Los Angeles and Long Beach and three high-priority grade separations along the ACE rail corridor. The application requests a total of \$78 million for ACE’s Montebello Boulevard and Turnbull Canyon Road projects, the final two grade separation projects in the ACE program, and \$9 million for Metro’s Rosecrans/Marquardt grade separation in Santa Fe Springs.

**60 Freeway Ramp Closures** – Staff held a joint media briefing with Caltrans staff earlier this month to publicize the closure of two lanes of the Pomona (60) Freeway over four weekends to construct the approaches between the freeway lanes and the new on-and off-ramps being constructed at Lemon Avenue in Diamond Bar and City of Industry. Staff will work closely with Caltrans to monitor freeway traffic operations and congestion during the closures. The Lemon Avenue interchange is the first non-grade crossing project overseen by ACE, undertaken at the request of the Cities of Diamond Bar and Industry and Caltrans.

**Contracting** – ACE’s Administrative Code delegates to the CEO/Chief Engineer the authority to approve new contracts or change orders for previously approved contracts within certain limits, with a requirement that staff formally report such contract action. The CEO/Chief Engineer has approved the following since the last ACE meeting:

Consultant/Vendor	Reason for Change	Change Amount	Total Contract Value
OHL USA, Inc.	Puente Avenue Grade Separation project: Change Order No. 012. Time Extension 2 – Utilities Partnering; Time Extension 3 – Verizon (Frontier); Time Extension 4 – (SGVWC); Time Extension 5 – Buried Objects in Valley Overcrossing	\$498,400	\$40,222,402
OHL USA, Inc.	Puente Avenue Grade Separation project: Change Order No. 013. Reduction in Progress Payment Retention.	\$0.00	\$40,222,402

Walsh Construction Co.	San Gabriel Trench Project - CCO # 36 - Agostino Road Scope Changes	\$300,942	\$169,889,879
Paragon Partners	Reallocation of funds between task orders – no-cost revision.	\$0.00	\$20,032,704
SWCA Environmental Consultants	Post-construction Vibration Surveys for the ACE San Gabriel Trench Project and extend task order to March 31, 2019.	\$11,650	\$7,829,712
RailPros, Inc.	Revise Task Order No. 2 (Preliminary Engineering) performance period to June 30, 2018	\$0.00	\$1,736,411
URS	Revise Task Order No. 5 (Betterment – Pico Water District) performance period to August 31, 2018	\$0.00	\$5,087

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

- Provided staff support for a media briefing on the 55-hour weekend lane and ramp closures on State Route 60 for the Lemon Avenue Interchange Project;
- Staffed an ACE Project information booth at the Owner’s Night expo of the Construction Management Association of America, Southern California Chapter; and,
- Conducted ongoing community outreach and support activities for the San Gabriel Trench, Puente Avenue, Fairway Drive and Fullerton Road grade separation projects.



Memo to: Capital Project and Construction Committee Members & Alternates  
From: Mark Christoffels  
Chief Engineer  
Date: February 26, 2018  
Subject: Finance Committee Meeting Reports

**RECOMMENDATION:** Receive and File Reports of Finance Committee

**BACKGROUND:** There were not adequate members to form a quorum at the January 25, 2018 Finance Committee meeting. The purpose of the meeting is to review the status of audits, project schedules, expenditures and reimbursements and banking information. The agenda and material is attached for your review.

Attachments



**ACE FINANCE SUB COMMITTEE  
MEETING AGENDA  
January 26, 2018 12PM  
ACE Offices  
4900 Rivergrade Road Suite A120 – Board Conference Room  
Irwindale, CA 91706**

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- I. Roll Call and Introductions
- II. Public Comment
- III. Status Report on ACE Contract Audits (Pages 1 – 3)
- IV. Review of Quarterly Progress Reports (Pages 4 – 18)
- V. Update on Working Capital Financing Program (Pages 19 – 20)
- VI. Adjournment

MEMO TO: ACE Finance Sub Committee

FROM: Mark Christoffels  
Chief Engineer

DATE: January 25, 2018

SUBJECT: Status Report on ACE Contract Audits

**RECOMMENDATION:** Receive and file a report on the ACE Contract Audits for the period from October 1, 2017 through December 31, 2017

**BACKGROUND:** ACE conducts audits on the agency's professional services contracts to verify that billable rates are being billed correctly. When discrepancies are discovered, ACE will withhold disputed amounts from future progress or final retention payments on these contracts. The attached summarize the activities by the ACE audit team during the 2<sup>nd</sup> quarter of fiscal year 2018. During this period ACE recovered \$50,051 in charges from our consultants that could not be supported by their documentation. The attached also shows 4 audits were completed during this period and that there are 12 additional audits currently pending.

## **ATTACHMENTS**

# Contract Audit Status Report (10/1/17 to 12/31/17)

## Contract Audits Completed This Quarter

Contractor	Project	Audit Period	Value	Questioned Costs
David Lang & Associates	Various	7/1/14-6/30/16	\$132,245	\$0
Lee Andrews Group	Various	1/1/12-12/31/13	\$1,338,345	\$(18,750)
LSA Associates	Various	7/1/14-7/31/17	\$126,912	\$2,593
Paragon Partners	Durfee	5/1/13-6/30/16	\$1,056,526	\$66,208
Total				\$50,051

# Contract Audit Status Report (Through 12/31/17)

Auditor	Completed Audits Quarter/Total	Amount Recovered This Qtr	Amount Recovered Total	Audits To Be Done
MTA (5/01-6/06)	0 / 130	\$0	\$427,520	0
ACE (4/08-Present)	4 / 185	\$50,051	\$4,479,223	12*
<b>Total</b>	<b>4 / 315</b>	<b>\$50,051</b>	<b>\$4,906,743</b>	<b>12</b>

	Previous Quarter	Add/(Deduct) This Quarter	Less:		To Be Done *
			Completed	Done *	
Audits needed to get through 2016 costs	8	0	4	4	4
For Close-out	3	0	0	3	3
New contracts subject to audit	3	0	0	3	3
Internal Audit	2	0	0	2	2
<b>Total (ACE)</b>	<b>16</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>12</b>

Audits needed to get through 2016 costs  
 For Close-out  
 New contracts subject to audit  
 Internal Audit  
 Total (ACE)

MEMO TO: ACE Finance Sub Committee

FROM: Mark Christoffels  
Chief Engineer

DATE: January 25, 2018

SUBJECT: Review of Quarterly Progress Reports

**RECOMMENDATION:** Receive and file a report on the ACE Quarterly Progress Reports for the period from October 1, 2017 through December 31, 2017

**BACKGROUND:** ACE is required to produce quarterly financial reports to update revenues, project budgets, expenditure forecasts, grant reimbursements, investments, and project schedules. Attached are exhibits that provide this required information and below is a summary of any changes from the prior quarter.

**Exhibit I – ACE Revenue by Source**

This exhibit details all funding authorized, allocated to projects, and remaining unallocated (surplus) since the inception of the ACE Project. During this review period, there were no additional allocations, and the current un-programmed fund balance is \$9.9 million million. Current project estimates indicate up to \$14 million may be needed to complete current projects as well as an additional \$50 million to fully fund our last project, Turnbull Canyon Road Grade Separation. Grant funding in addition to the current \$9.9 million fund balance will be needed to close this funding gap.

**Exhibit II – ACE Project Funding by Source**

The funding allocation for the entire ACE Project is distributed among projects in this Exhibit based on the available revenues identified in Exhibit I. Funding allocations are adjusted either up or down quarterly to reflect updated project cost estimates as the project design is further developed, right of way acquisition costs become known as appraisals are made and purchase agreements executed, and finally when construction bids are received. In addition, funding sources may need to be changed due to modification on ACE's grant funding agreements with Caltrans and the MTA. Project allocation changes are shown on the summary sheet at the end of Exhibit II.

**Exhibit III – ACE Project Allocations vs. Estimate at Completion**

This Exhibit tracks project allocations as compared to the estimated cost to complete for each project, along with other data. The current report shows that if the current ACE projects were to be completed based on what we know today; there would be an approximate \$14.6 million deficit. This deficit will need to be funded with the current \$9.9 million fund balance as well as additional grant funding which staff is pursuing both at the federal and state level. As the projects are bid out, or those in design are further

developed, the cost estimates will be refined and the needed allocations adjusted based on ACE's available balance of grant funds.

#### **Exhibit IV – Expenditure Forecasts**

This is a cash flow forecast for active projects. The spreadsheets show full-anticipated project costs regardless of whether the project is currently in design, right of way, or a construction phase. This allows staff to keep track of the overall program status and determine what remaining funds are available for future projects. The reasons for any changes shown in the Estimated at Completion (EAC) column are noted with footnotes at the bottom of the spreadsheet. This quarter there were no cost changes to report.

#### **Exhibit V – ACE Expenditures vs. Reimbursements**

This exhibit captures the reimbursement status for all active or completed projects as of December 31, 2017. Since ACE must borrow funds to make current payments to its vendors, consultants, and contractors, and then seek reimbursement from its granting agencies, minimizing the time for reimbursements is a key component to avoid incurring significant interest costs on ACE borrowed funds. ACE's policy is to try to bill and receive reimbursements within 30 days. As noted in this exhibit, as of December 31, 2017, ACE was current on all of its requested grant reimbursements except for \$5.3 million in receivables that were over 30 days. This amount is reflective of outstanding reimbursement invoices from the cities of Industry and Diamond Bar related to the Lemon Avenue Ramps ACE is constructing for them under a Betterment Agreement, and delayed federal reimbursement for the Nogales Street project.

#### **Exhibit VI – Project Schedules**

This exhibit reflects current estimated schedules for different phases of active projects.

#### **Exhibit VII – Treasury/Banking Investments**

This exhibit has two components – a statement of net assets as of December 31, 2017 and an accounting of all banking and investments.

The exhibit shows that if ACE were to conclude all operations as of this date, it would have assets over liabilities of \$7,422,473 after paying off its current liabilities including the CalPERS liabilities. In an agreement with CalPERS, ACE is currently paying down its unfunded and termination liabilities through additional payments made each month. CalPERS current published unfunded and termination liability numbers (shown on Exhibit VII) do not yet reflect all payments so our actual liability is much less than currently stated.

ACE's banking and investments remain in compliance with the SGVCOG investment policy.

**EXHIBIT I - ACE REVENUE BY SOURCE**  
**As of December 31, 2017**

Grant		Authorized	Adjustments	Note	Net Authorized	Allocated To Projects	Surplus	Allocated Inc/(Decr)
<b>Federal</b>								
TEA - 21	Sect 0491	4,655,048	(402,000)	a	4,253,048	4,253,048	-	
TEA - 21	Sect 1017	2,205,000	(141,317)	b	2,063,683	2,063,683	-	
TEA - 21	Sect 1138	17,250,000	-		17,250,000	17,250,000	-	
TEA - 21	Sect 1533	100,000,000	-		100,000,000	100,000,000	-	
TEA - 21	Sect 198	9,562,500	(572,760)	b	8,989,740	8,989,740	-	
Hlway Fund FY 01		1,500,000	(3,300)	b	1,496,700	1,496,700	-	
NCPD FY 2000		1,240,000	-		1,240,000	1,240,000	-	
NCPD FY 2001		2,400,000	(2,565)	b	2,397,435	2,397,435	-	
NCPD FY 2002		4,000,000	(116,000)	b	3,884,000	3,884,000	-	
NCPD FY 2003		1,495,000	(10,000)	b	1,485,000	1,485,000	-	
NCPD FY 2004		2,000,000	(119,163)	b	1,880,837	1,880,837	-	
STP FY 2006		4,200,000	(42,000)	b	4,158,000	4,158,000	-	
STP FY 2009		570,000	-		570,000	570,000	-	
STP FY 2010		500,000	(85)	b	499,915	499,915	-	
AAA FY 2010		1,349,000	(230)	b	1,348,770	1,348,770	-	
SAFETEA-LU FY 05	Sect 1701	2,528,000	(255,185)	c	2,272,815	2,272,815	-	
SAFETEA-LU FY 06	Sect 1701	2,528,000	(254,883)	c	2,273,117	2,273,117	-	
SAFETEA-LU FY 07	Sect 1701	2,528,000	(252,029)	c	2,275,971	2,275,971	-	
SAFETEA-LU FY 08	Sect 1701	2,528,000	(252,029)	c	2,275,971	2,275,971	-	
SAFETEA-LU FY 09	Sect 1701	2,528,000	(251,136)	c	2,276,864	2,276,864	-	
SAFETEA-LU FY 05	Sect 1934	3,000,000	(280,077)	c	2,719,923	2,719,923	-	
SAFETEA-LU FY 06	Sect 1934	6,000,000	(560,154)	c	5,439,846	5,439,846	-	
SAFETEA-LU FY 07	Sect 1934	7,500,000	(700,192)	c	6,799,808	6,799,808	-	
SAFETEA-LU FY 08	Sect 1934	7,500,000	(700,192)	c	6,799,808	6,799,808	-	
SAFETEA-LU FY 09	Sect 1934	6,000,000	(560,154)	c	5,439,846	5,439,846	-	
SAFETEA-LU FY 05	Sect 1301	3,125,000	(247,763)	c	2,877,237	2,877,237	-	
SAFETEA-LU FY 06	Sect 1301	6,250,000	(495,526)	c	5,754,474	5,754,474	-	
SAFETEA-LU FY 07	Sect 1301	7,812,500	(619,407)	c	7,193,093	7,193,093	-	
SAFETEA-LU FY 08	Sect 1301	7,812,500	(619,407)	c	7,193,093	7,193,093	-	
SAFETEA-LU FY 09	Sect 1301	6,250,000	(495,526)	c	5,754,474	5,754,474	-	
FRA		2,544,100	-		2,544,100	2,544,100	-	
PUC (Section 130)		10,000,000	-		10,000,000	10,000,000	-	
ISTEA (Nogales-LA)		6,936,147	-		6,936,147	6,936,147	-	
CMAQ (Nogales-LA)		6,347,000	-		6,347,000	6,347,000	-	
	Subtotal	252,643,795	(7,953,080)		244,690,715	244,690,715	-	
<b>State</b>								
ITIP		39,000,000	(18,426)	d	38,981,574	38,981,574	-	
PUC (Section 190)		10,000,000	-		10,000,000	10,000,000	-	
TCRP		150,000,000	(19,700,000)	e	130,300,000	130,300,000	-	
Prop 1B-HRCSA (Nogales-LA/Fullerton/Durfee)		46,612,000	-		46,612,000	46,612,000	-	
TCIF (SGT/Baldwin/Fairway/Puente/Durfee)		422,196,000	-		422,196,000	422,196,000	-	
	Subtotal	667,808,000	(19,718,426)		648,089,574	648,089,574	-	
<b>Local</b>								
MTA 1 (FY 98-02)	C 25%	37,500,000	(23,360,000)	f	14,140,000	14,140,000	-	
MTA 2 (FY 03-05)	C 10%	1,857,000	-		1,857,000	1,857,000	-	
MTA 2 (FY 03-05)	C 25%	13,178,000	-		13,178,000	13,178,000	-	
MTA 2 (FY 03-05)	AB 3090	9,308,000	-		9,308,000	9,308,000	-	
MTA 2 (FY 03-05)	STIP-RIP	5,496,000	-		5,496,000	5,496,000	-	
MTA 3 (FY 06-09)	C 25%	85,000,000	-		85,000,000	85,000,000	-	
MTA 4 (FY 09-15)	C 25%-Remaining	28,566,800	-		28,566,800	28,566,800	-	
MTA 5 (FY 09-15)	C 25%-Supplemental	112,324,000	-		112,324,000	112,324,000	-	
MTA 6 (Nogales-LA)	C 25%	28,849,000	-		28,849,000	28,849,000	-	
MTA 7 (Phase II)	Measure R	400,000,000	-	g	400,000,000	400,000,000	-	3,944,000
	Subtotal	722,078,800	(23,360,000)		698,718,800	698,718,800	-	
<b>Other Sources</b>								
Railroad (UPRR/Metrolink)		40,552,000	(4,183,500)	h	36,368,500	27,418,933	8,949,567	(7,941,067)
Cities/LA County (Nogales-LA)		9,915,303	-		9,915,303	9,915,303	-	
Betterments (Cities/Metrolink)		54,527,807	-		54,527,807	54,527,807	-	
MWD (Brea Canyon)		2,207,402	-		2,207,402	2,207,402	-	
Property Sale		4,540,452	(4,184,700)	i	355,752	(690,688)	1,046,440	
	Subtotal	111,742,964	(8,368,200)		103,374,764	93,378,757	9,996,007	
<b>TOTAL GRANTS</b>		<b>1,754,273,559</b>	<b>(59,399,706)</b>		<b>1,694,873,853</b>	<b>1,684,877,846</b>	<b>9,996,007</b>	
<b>Other Income</b>								
Property Rental Income		139,316	-		139,316	-	139,316	
Recovered Costs		17,288	-	j	17,288	-	17,288	
	Subtotal	156,604	-		156,604	-	156,604	
<b>TOTAL ACE Construction</b>		<b>1,754,430,163</b>	<b>(59,399,706)</b>		<b>1,695,030,457</b>	<b>1,684,877,846</b>	<b>10,152,611</b>	<b>(3,997,067)</b>

**Notes:**

- a) Transferred by LA County to ACE for the Nogales-LA project.
- b) Federal budgetary reduction.
- c) Based on Caltrans updated OA, appropriations reduced by 10% instead of 15%.
- d) \$18K for Ramona lapsed in June 2008 prior to project closeout.
- e) \$19.7 million programmed to other entities (yet to be allocated by State).
- f) Allocated to City of LA.
- g) Of the \$400M Measure R funds, \$135M has executed MOU.
- h) Based on individual projects, UPRR paid 1/2 before and 1/2 after construction phase.
- Due to phasing of construction, only \$27.753M has been received. \$4.184M adjustment is for Temple project.
- i) Sale of Nogales(Alh) property used to reduce expenditures billed to Caltrans.
- j) Costs recovered from audit after a project had been closed.

**EXHIBIT II - ACE PROJECTS FUNDING BY SOURCE**  
As of December 31, 2017

(\$ 000's)

Project	Task	Fed #	All																	
			TEA-21	NCPD/STP	SAFETEA	ITIP	ISTEA/CMQ	FRA/PUC	TCRP	Prop 18	MTA 1	MTA 2	MTA 3	MTA 4	MTA 5	MTA 6	MTA 7	Railroad	Prop Sale	Cities/Better
101	Ramona	(002)	4,355	3,560	-	-	-	-	-	-	795	-	-	-	-	-	-	-	-	-
	Design	(002)	8,156	2,400	-	-	-	-	-	-	215	5,494	48	-	-	-	-	-	-	-
	ROW	(002)	40,580	16,684	4,158	5,533	-	-	-	-	8,083	2,324	1,680	-	-	-	-	1,000	-	1,119
	Constr	(002)	53,091	22,644	4,158	5,533	-	-	-	1,010	13,577	2,372	1,680	-	-	-	-	1,000	-	1,119
	Ramona Total		4,034	2,560	-	1,473	-	-	-	-	1	-	-	-	-	-	-	-	-	-
105	Nogales-AH	(005)	17,231	12,970	2,397	3,407	-	-	-	700	1,940	-	-	-	-	-	-	-	-	(4,185)
	Design	(005)	28,534	1,841	-	21,580	-	-	-	382	225	-	-	-	-	-	-	-	-	100
	ROW	(005)	49,798	17,372	2,397	26,460	-	-	-	1,082	2,166	-	-	-	-	-	-	-	-	(4,185)
	Constr	(005)	4,739	-	-	4,400	-	-	-	-	339	-	-	-	-	-	-	-	-	-
	Design	(020)	3,326	100	-	1,673	-	-	-	100	565	-	-	-	-	-	-	-	-	-
	ROW	(026)	85,797	-	-	47,720	-	-	-	47,720	14,607	16,691	345	-	-	-	-	-	-	6,434
	Constr	TCRP	93,862	100	-	1,673	-	-	-	52,220	15,511	16,691	1,232	-	-	-	-	-	-	6,434
	Sunset Total		4,295	1,952	1,240	952	-	-	-	97	54	-	-	-	-	-	-	-	-	-
110	East End	(003)	4,478	3,131	-	1,347	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Design	(003)	3,620	2,896	-	600	-	-	-	122	2	-	-	-	-	-	-	-	-	-
	ROW	(010)	9,431	5,718	-	2,255	-	-	-	286	919	253	-	-	-	-	-	-	-	-
	Constr	TCRP	57,176	-	-	407	-	-	-	433	9,557	-	-	-	-	-	-	-	-	-
	EE/Reservoir Total		79,000	13,697	1,240	5,561	-	-	-	122	818	10,530	253	-	-	-	-	-	-	-
111	Brea Canyon	(019)	4,556	1,191	-	410	-	-	-	-	455	-	-	-	-	-	-	-	-	-
	Design	(027)	12,881	-	1,485	5,521	-	-	-	-	3,875	-	-	-	-	-	-	-	-	-
	ROW	TCRP	56,466	-	-	5,000	21,007	-	-	21,745	-	-	-	-	-	-	-	-	-	8,715
	Constr	TCRP	73,903	1,191	1,485	5,521	410	-	-	26,075	-	-	-	-	-	-	-	-	-	8,715
	Brea Canyon Total		8,057	6,072	-	265	-	-	-	1,541	179	-	-	-	-	-	-	-	-	-
309	JS - Phase 3	(001)	3,582	2,866	-	-	-	-	-	612	239	(134)	-	-	-	-	-	-	-	-
	Design	(001)	11,639	8,938	-	265	-	-	-	2,153	239	45	-	-	-	-	-	-	-	-
	ROW	(001)	242	240	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-
	Constr	(001)	158	160	-	-	-	-	-	(2)	-	-	-	-	-	-	-	-	-	-
	JS - Phase 3 Sub-Total		2,270	1,578	-	-	-	-	-	515	96	81	-	-	-	-	-	-	-	-
312	JS - Mission	(006)	2,670	1,978	-	-	-	-	-	517	94	81	-	-	-	-	-	-	-	-
	Design	(006)	4,832	3,863	-	-	-	-	-	888	38	43	-	-	-	-	-	-	-	-
	ROW	(006)	2,936	2,164	-	-	-	-	-	374	167	231	-	-	-	-	-	-	-	-
	Constr	(006)	3,553	2,845	-	-	-	-	-	96	615	(2)	-	-	-	-	-	-	-	-
	JS - Mission Sub-Total		4,991	3,992	-	-	-	-	-	1,000	(1)	-	-	-	-	-	-	-	-	-
315	JS - Quad Gates	(016)	3,520	2,502	-	-	-	-	-	717	290	-	-	-	-	-	-	-	-	-
	Design	(021)	34,141	26,282	-	265	-	-	-	4,028	2,880	686	-	-	-	-	-	-	-	-
	ROW	(021)	1,663,442	134,053	17,464	67,346	38,982	13,283	22,544	468,808	8,414	28,578	84,800	27,567	108,585	28,849	400,000	17,909	(691)	66,651
	Constr	MTA	21,436	-	-	-	-	-	-	5,726	1,261	200	1,000	3,739	-	-	-	9,510	-	-
	JS/Safety/IRIS Total		1,684,878	134,053	17,464	67,346	38,982	13,283	22,544	468,808	14,140	29,839	85,000	28,567	112,324	28,849	400,000	27,419	(691)	66,651
	Total ACE		9,997	(0)	0	(0)	0	(0)	(0)	-	-	0	-	-	-	-	-	-	-	8,950
	Other Income		157	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Surplus / (Shortfall)		10,154	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,047
	Net Authorized Allocated to Projects		1,694,875	134,053	17,464	67,346	38,982	13,283	22,544	468,808	14,140	29,839	85,000	28,567	112,324	28,849	400,000	36,369	(356)	66,651
	Surplus / (Shortfall)		1,694,878	134,053	17,464	67,346	38,982	13,283	22,544	468,808	14,140	29,839	85,000	28,567	112,324	28,849	400,000	27,419	(691)	66,651

MTA 1 : MOU P0004367  
 MTA 2 : MOU 8002  
 MTA 3-5 : AMENDMENTS TO MOU  
 MTA 6 : MOU P000F1159 (Nogales-LA)  
 MTA 7 : MOU 8002R (Measure R-Phase II)

EXHIBIT II - ACE PROJECTS FUNDING BY SOURCE  
As of December 31, 2017

(\$ 000's)

Project	Task	Fed #	TEA-21	NCPD/STP	SAFETEA	ITIP	ISTEA/CMQ	FRA/PUC	TCRP	Prop. 1B	MTA 1	MTA 2	MTA 3	MTA 4	MTA 5	MTA 6	MTA 7	Railroad	Prop Sale	Cities/Better	
All																					
212 At-Grade Crossing	Design	n/a	4,463												100		4,363				
	ROW	n/a	1,075												1,075						
	Constr	n/a	17,378												2,299		15,079				
At-Grade Crossing Total			22,916												3,474		19,442				
102 Baldwin	Design	(017)	5,390	3,013		753							495	696	432						
	ROW	(028)	37,237		21,008							9,382	2,500	4,347							
	Constr	(017)	27,738							27,738											
Baldwin Total			70,365	3,013	21,008	753				27,738		9,877	3,196	4,779							
208 Durfee	Design	(039)	9,046		6,984										2,062						
	ROW	n/a	32,624		3,556										11,005		13,820		2,894		
	Constr	n/a	49,473		3,883					5,326							40,264				
Durfee Total			91,142		14,422					5,326					13,067		54,084		2,894		
204 Fairway-LA	Design	(036)	8,231											60	8,171						
	ROW	n/a	31,603												657		30,946				
	Constr	n/a	99,523							71,000							18,607			9,916	
	Lemon	n/a	19,000																	19,000	
Fairway-LA Total			158,357							71,000				60	8,828		49,553				28,916
207 Fullerton	Design	n/a	10,698												1,970		8,728				
	ROW	n/a	26,625												17,739		8,886				
	Constr	n/a	115,061							53,366					10,768		38,581	4,508		7,838	
Fullerton Total			152,383							53,366					30,476		56,195	4,508		7,838	
205 Hamilton	Design	n/a	1,767												1,242		525				
	ROW	n/a	22												22						
	Constr	n/a																			
Hamilton Total			1,789												1,264		525				
209 Montebello	Design	n/a	13,530												4,623		8,907				
	ROW	n/a	29,660												1,256		28,404				
	Constr	n/a	103,348														103,348				
Montebello Total			146,538												5,879		140,659				
250 Nogales-LA	Design	(032)	4,706	932												1,766				2,008	
	ROW	(035)	50,295		6,936	1,109									6,877	27,083		2,883		5,407	
	Constr	(032)	66,087	3,321	570	12,810	6,347	16,435	25,600											1,004	
Nogales-LA Total			121,088	4,253	570	12,810	13,283	17,544	25,600						6,877	28,849		2,883		8,419	
202 Puente	Design	(034)	9,413		(0)									84	9,329						
	ROW	n/a	30,828												9,688		21,145				
	Constr	(040)	57,136							48,000					964		8,152				
Puente Total			97,377		(0)					48,000				84	19,996		29,297				
201 SG Trench	Design	(030)	33,458	120	1,881	11,913					3	27	3,006	1,365			15,144				
	ROW	n/a	33,273		500												26,856			2,185	
	Constr	(037)(038)	246,026							237,778					5,323		2,925				
SG Trench Total			312,758	120	2,381	11,913				237,778	3	27	3,006	1,365	9,055		42,000			5,110	
109 Temple	Design	(009)	7,267	4,680							1,168	151	978	288					2		
	ROW	(009)	12,999	7,768							969	1,370	2,260						572		
	Constr	(009)	74,620	32,932	3,884				1,387		33	7,589	13,505	3,950	1,796		8,944		600		
Temple Total			94,826	45,380	3,884				1,387		2,169	9,110	16,743	4,238	1,796		9,518		600		
210 Turnbull Cyn	Design	n/a	10,000												1,755		8,245				
	ROW	n/a	106												106						
	Constr	n/a																			
Turnbull Cyn Total			10,106												1,861		8,245				



# Exhibit III

## ACE Projects Allocation vs. Actual Summary

As of December 31, 2017

(\$ 000's)

	Project	Cost Estimate (1997)	Cost Estimate (2006)	(Exhibit II) Total Allocated to Projects	ITD Expenditures (Exhibit V)	Estimate at ** Completion Exhibit IV	Variance (Allocated vs. Estimate at Completion)	Status
	Start-up/Misc			\$ 21,436	\$ 19,802			
<b>ACE Projects</b>								
1	At-Grade Crossing Safety Improvements	N/A	N/A	\$ 22,916	\$ 1,904	\$ 22,916	\$ -	Active
2	Durfee Road	N/A	N/A	91,143	26,307	91,143	-	Active
3	Fairway Drive (LA)	N/A	N/A	158,357	88,385	178,916	(20,559)	Active
4	Fullerton Road	N/A	N/A	152,383	53,879	152,384	(1)	Active
5	Montebello Corridor	N/A	N/A	146,538	5,619	160,045	(13,507)	Active
6	Nogales South (LA)	24,307	N/A	121,088	117,485	120,772	316	Active
7	Puente Avenue	N/A	N/A	97,377	76,764	97,377	-	Active
8	San Gabriel Trench	198,205	N/A	312,758	265,903	293,671	19,087	Active
9	Temple Avenue	35,985	80,272	94,826	94,627	94,826	-	Active
10	Turnbull Canyon Road	N/A	N/A	10,106	944	10,106	-	Preliminary
11	Baldwin Avenue	23,994	64,765	70,365	70,365	70,365	-	Closed
12	Brea Canyon	26,571	64,401	73,903	73,459	73,903	-	Closed
13	Crossing Safety/IRRIS	61,000	35,200	34,141	34,343	34,141	-	Closed
14	East End/Reservoir	56,571	69,180	79,000	78,960	79,000	-	Closed
15	Hamilton Blvd.	N/A	N/A	1,789	1,789	1,789	-	Closed
16	Nogales North (Alh)	39,636	54,599	49,798	49,797	49,798	-	Closed
17	Ramona Blvd.	14,489	47,102	53,091	53,091	53,091	-	Closed
18	Sunset Avenue	22,259	70,502	93,862	93,794	93,862	-	Closed
	<b>Subtotal</b>	<b>\$ 503,017</b>	<b>\$ 486,021</b>	<b>1,684,878</b>	<b>\$ 1,207,216</b>	<b>\$ 1,678,105</b>	<b>\$ (14,664)</b>	
	<b>Estimated Total Project Cost</b>	<b>\$ 950,000</b>	<b>\$ 1,400,000</b>					
	<b>Net Authorized</b>	<b>\$ 1,694,873,853</b>						
	<b>Allocated Available</b>	<b>1,684,877,846</b>						
		<b>\$ 9,996,007</b>						

\*\* Excludes Start-up/Misc of \$21.436M to agree with Exhibit-IV EAC.

## Exhibit IV Expenditure Forecast (Active Projects)

As of December 31, 2017  
(\$ millions)

ITD 2017	Budget		Estimate <sup>A</sup>		Forecast			EAC <sup>C</sup>	
	2018	2019	2020	2021	2022 <sup>B</sup>	Q1 FY18	Change	Q2 FY18	
<b>Active Projects</b>									
At-Grade Crossing Safety	1.5	1.8	1.8	1.6	8.7	9.3	22.9	22.9	22.9
Durfee Road	23.5	16.3	16.3	14.4	20.0	16.9	91.1	91.1	91.1
Fairway Drive (LA)	77.4	45.8	45.8	21.8	22.6	8.3	178.9	178.9	178.9
Fullerton Road	50.7	25.8	25.8	30.6	30.2	15.1	152.4	152.4	152.4
Montebello Corridor	4.6	5.8	5.8	5.9	15.6	30.3	160.0	160.0	160.0
Nogales (LA)	117.0	1.7	3.8				120.8	120.8	120.8
Puente Ave	70.1	21.0	21.0	6.3			97.4	97.4	97.4
San Gabriel Trench	256.3	22.9	22.9	14.5			293.7	293.7	293.7
Temple	94.0	0.9	0.8				94.8	94.8	94.8
Turnbull Canyon Rd	0.7	1.8	1.8	7.5			10.0	10.0	10.0
<b>Completed Projects</b>									
Baldwin	70.4						70.4	70.4	70.4
Brea Cyn	73.4						73.9	73.9	73.9
Crossing Safety/IRRIS	34.2						34.2	34.2	34.2
East End/Reservoir	79.0						79.0	79.0	79.0
Hamilton Blvd.	1.8						1.8	1.8	1.8
Nogales (Alh)	49.6						49.8	49.8	49.8
Ramona	53.1						53.1	53.1	53.1
Sunset	93.8						93.8	93.8	93.8
<b>Total</b>	<b>1,151.1</b>	<b>133.5</b>	<b>145.8</b>	<b>102.6</b>	<b>97.1</b>	<b>79.9</b>	<b>1,678.0</b>	<b>1,678.0</b>	<b>1,678.0</b>

Note: Project forecasts include indirect cost.

<sup>A</sup> 2018 estimate includes mid-year adjustments

<sup>B</sup> Includes costs beyond 2022

<sup>C</sup> EAC includes 2018 estimate

# Exhibit V

## ACE Expenditures vs. Reimbursements

As of December 31, 2017

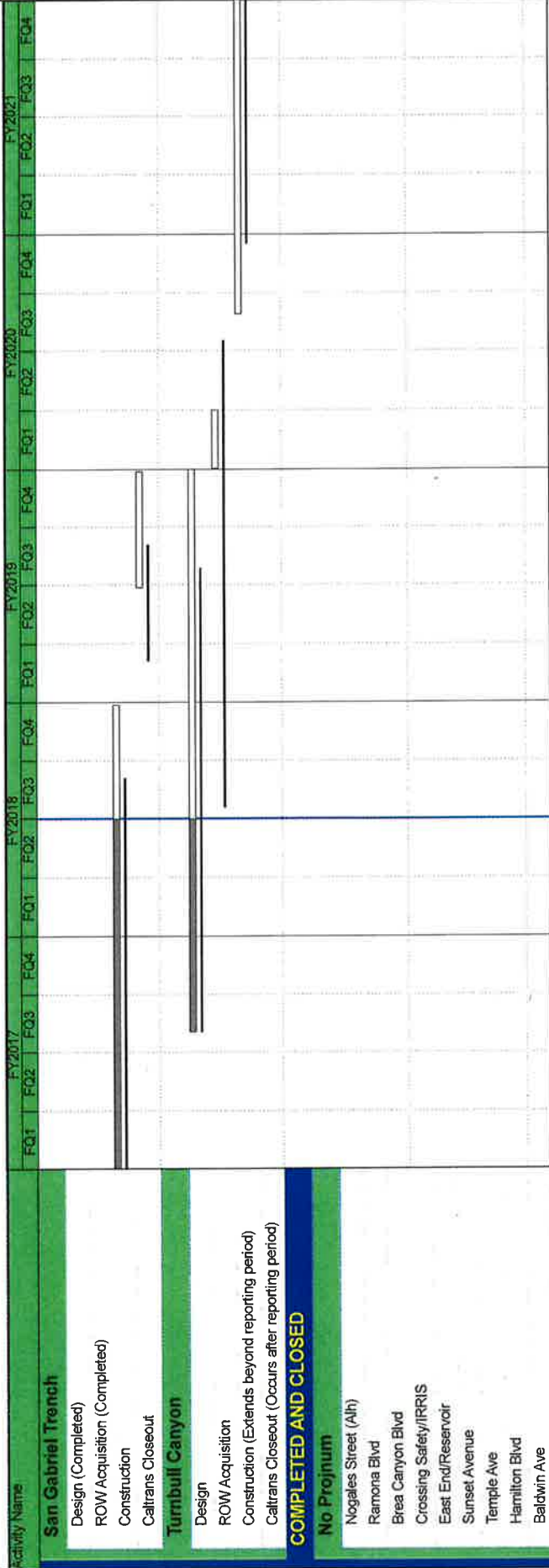
Projects	Reimbursement Status (\$ 000)									
	ITD Expenditures	Received	Current / 30 Days or less	Aged Receivable	To Be Billed	MTA Retention				
At Grade Crossing	\$ 1,904	\$ 1,687	\$ 211	\$ -	\$ 3	\$ 2				
Durfee	26,307	25,234	823	-	197	53				
Fairway Drive	77,608	74,343	2,138	-	1,005	122				
Fairway-Lemon Betterment	10,777	4,960	1,130	3,647	1,040	-				
Fullerton	53,879	51,829	703	-	1,069	278				
Montebello	5,619	4,840	-	-	774	5				
Nogales (LA)	117,485	110,994	-	1,732	4,300	460				
Puente Ave.	76,764	73,979	2,609	-	121	55				
SG Trench	265,903	258,684	2,757	-	4,449	13				
Temple	94,627	89,367	-	-	5,260	-				
Turnbull Cyn.	944	772	-	-	141	31				
Baldwin	70,365	70,363	-	-	-	2				
Brea Canyon	73,459	73,459	-	-	-	-				
Crossing Safety / IRRIS	34,343	34,343	-	-	-	-				
EE/Reservoir	78,960	78,960	-	-	-	-				
Hamilton	1,789	1,789	-	-	-	-				
Nogales (AH)	49,797	49,797	-	-	-	-				
Ramona	53,091	53,091	-	-	-	-				
Sunset	93,794	93,794	-	-	-	-				
<b>Sub-total Projects</b>	<b>1,187,414</b>	<b>1,152,283</b>	<b>10,372</b>	<b>5,379</b>	<b>18,360</b>	<b>1,019</b>				
Project Administration	19,802	19,729	-	-	73	-				
<b>Total ACE</b>	<b>\$ 1,207,216</b>	<b>\$ 1,172,012</b>	<b>\$ 10,372</b>	<b>\$ 5,379</b>	<b>\$ 18,433</b>	<b>\$ 1,019</b>				

# Exhibit VI Project Schedules As of 12/31/17

Activity Name	FY2017				FY2018				FY2020				FY2021			
	FQ1	FQ2	FQ3	FQ4	FQ1	FQ2	FQ3	FQ4	FQ1	FQ2	FQ3	FQ4	FQ1	FQ2	FQ3	FQ4
<b>ACTIVE PROJECTS</b>																
<b>At-Grade Crossing Safety</b>																
Design																
Construction																
Closeout (Extends beyond reporting period)																
<b>Durfee Avenue</b>																
ROW Acquisition																
Design																
Construction																
Caltrans Closeout (Extends beyond reporting period)																
<b>Fairway Drive (LA)</b>																
ROW Acquisition (Completed)																
Design (Completed)																
Construction (Extends beyond reporting period)																
Caltrans Closeout (Occurs after reporting period)																
<b>Fullerton Road</b>																
ROW Acquisition (Completed)																
Design (Completed)																
Construction																
Caltrans Closeout (Occurs after reporting period)																
<b>Montebello Corridor</b>																
Design																
ROW Acquisition																
Construction (Extends beyond reporting period)																
Caltrans Closeout (Occurs after reporting period)																
<b>Nogales (LA)</b>																
Design (Completed)																
ROW Acquisition (Completed)																
Construction (Completed)																
Caltrans Closeout																
<b>Puente Avenue</b>																
ROW Acquisition (Completed)																
Design (Completed)																
Construction																
Caltrans Closeout																

# Exhibit VI Project Schedules

As of 12/31/17



Previous Report  
 Actual Work  
 Remaining Work  
 Critical Remaining Work

# Exhibit VII

## Treasury / Banking Investments

As of December 31, 2017

	<u>12.31.2017</u>	<u>Change</u>	<u>09.30.2017</u>
<b><u>Cash on hand</u></b>			
Operating Account	\$ 2,599,267	\$ (320,502)	\$ 2,919,769
Money Market Account (2)	4,824,300	785,134	4,039,166
Money Market (UPRR Contributions)	2,712,141	(4,997,060)	7,709,201
<b>Total cash on hand</b>	<u>10,135,707</u>	<u>(4,532,428)</u>	<u>14,668,135</u>
<b><u>Investments</u></b>			
LAIF	1,601,490	4,323	1,597,167
CBT - Fixed Income at cost	26,301,572	42,451	26,259,122
<b>Total investments</b>	<u>27,903,062</u>	<u>46,774</u>	<u>27,856,288</u>
<b><u>Current - 30 days or less</u></b>	<u>10,371,731</u>	<u>(1,301,548)</u>	<u>11,673,279</u>
<b><u>Aged Receivable</u></b>	<u>5,379,338</u>	<u>832,206</u>	<u>4,547,132</u>
<b><u>To Be Billed</u></b>	<u>18,433,127</u>	<u>1,374,089</u>	<u>17,059,038</u>
<b><u>MTA Retention</u></b>	<u>1,019,351</u>	<u>106,351</u>	<u>913,000</u>
<b>Total Exhibit V</b>	<u>35,203,546</u>	<u>1,011,098</u>	<u>34,192,448</u>
<b>Other receivables, prepaids and deferred costs</b>	<u>6,411,132</u>	<u>(206,558)</u>	<u>6,617,690</u>
<b>Total Cash, Cash Equivalents &amp; Receivables</b>	<u>79,653,447</u>	<u>(3,681,115)</u>	<u>83,334,562</u>
<b><u>Liabilities</u></b>			
Payables & other Accruals	1,208,324	(2,641,231)	3,849,556
Unearned revenues	19,675,614 (a.)	(813,906)	20,489,520
MTA Working Capital Loan	45,000,000	-	45,000,000
<b>Total liabilities</b>	<u>65,883,938</u>	<u>(3,455,138)</u>	<u>69,339,076</u>
<b>Fund balance</b>			
Resources net of actual liabilities	<u>13,769,509</u>	<u>(225,977)</u>	<u>13,995,486</u>
Less estimated:			
CalPERS - Hypothetical termination liability	<u>6,347,036 (b.)</u>	-	<u>6,347,036</u>
<b>Resources net of estimated liabilities</b>	<u>\$ 7,422,473 (c.)</u>	<u>\$ (225,977)</u>	<u>\$ 7,648,450</u>

a.) Represents surplus property appraised value, net proceeds from sale of ROW surplus properties, advanced UPRR funding, disallowed retention, and Betterment funds billed in advance to City of Industry for Fairway Drive and Fullerton projects.

b.) Updated based on CalPERS's annual valuation report as of June 30, 2016.

c.) Decrease is mostly due to recognizing unrealized reductions in market value of fixed cost portfolio securities.

# Fixed Income Investments Portfolio

## December 31, 2017

Cusip	Name	Coupon	Yield to Maturity	Purchase Date	Maturity Date	Current Price	Par Value	Market Value	Current Book Value
3130A8EN9	Federal Home Loan Bank	1.64	2.034	6/14/2016	6/14/2021	98.136	100,000	98,136	100,000
3130A8N16	Federal Home Loan Bank	1.48	2.031	7/28/2016	7/13/2021	97.413	200,000	194,826	200,000
3130A9GS4	Federal Home Loan Bank	1.70	2.184	10/12/2016	10/12/2021	97.710	600,000	586,302	600,000
3130AA2S6	Federal Home Loan Bank	1.80	2.236	11/30/2016	11/26/2021	97.950	300,000	293,950	299,727
3133E FZ91	Federal Farm Credit Bank	1.62	2.023	4/12/2016	4/12/2021	98.081	500,000	499,455	499,545
3134G93Q8	Freddie Mac	1.68	2.436	8/25/2016	8/25/2021	96.460	400,000	385,840	400,000
3134G95L7	Freddie Mac	1.60	2.082	8/25/2016	8/25/2021	97.720	700,000	684,040	700,000
3134GAEH0	Freddie Mac	1.50	2.060	9/30/2016	9/30/2021	97.607	1,000,000	976,070	999,480
3134GAHK3	Freddie Mac	1.60	2.197	9/30/2016	9/30/2021	97.187	800,000	777,496	799,480
3134GAR2	Freddie Mac	1.60	2.328	10/27/2016	10/27/2021	96.581	300,000	289,743	300,000
3134GAZR8	Freddie Mac	2.05	2.405	12/30/2016	12/30/2021	98.335	200,000	196,670	200,000
3134GBUJ9	Freddie Mac	2.15	2.511	6/29/2017	6/29/2022	98.314	500,000	491,570	500,000
3134GB3D2	Freddie Mac	2.20	2.325	11/29/2017	5/25/2022	99.472	500,000	497,360	500,000
3134GB7F3	Freddie Mac FLM C	2.50	2.500	12/29/2017	12/29/2022	100.000	400,000	400,000	400,000
3135G1C98	Fannie Mae	1.40	1.978	8/25/2016	8/25/2021	97.260	400,000	389,040	400,000
3136G35G6	Fannie Mae	1.42	1.721	5/11/2016	5/11/2021	98.915	150,000	148,373	151,125
3136G37G4	Fannie Mae	1.55	2.089	9/23/2016	9/23/2021	97.450	1,000,000	974,500	999,720
3136G4GF4	Fannie Mae	1.60	2.155	9/30/2016	9/30/2021	97.379	900,000	876,411	899,487
3136G3XZ3	Fannie Mae	1.55	2.102	10/31/2016	10/28/2021	97.397	200,000	194,794	200,000
3136G4EV1	Fannie Mae	1.63	2.042	7/28/2016	7/28/2021	97.433	300,000	292,258	300,000
3136G3C78	Fannie Mae	1.55	2.315	10/28/2016	10/28/2021	96.756	280,000	241,895	249,898
680591EL2	Tenn. Valley Authority DTD	3.88	2.556	7/28/2016	7/28/2021	97.704	200,000	195,408	200,000
				9/19/2016	2/15/2021	105.488	500,000	527,340	543,967
							<b>10,400,000</b>	<b>10,202,418</b>	<b>10,442,429</b>
06740KHJ9	Barclays Bank/Delaware	1.60	1.627	7/18/2014	7/23/2018	99.897	99,897	99,897	100,000
87164YML5	Synchrony Bank DTD	1.55	2.929	7/13/2016	6/29/2021	97.750	250,000	244,375	249,463
05580AFAT	BMW Bank North America	1.20	1.715	9/13/2016	8/26/2019	98.524	250,000	246,309	250,000
02008LM42	Ally Bank Medium	1.30	1.807	9/15/2016	6/16/2019	98.645	250,000	246,613	250,000
140420QF0	Capital One Bank USA	2.20	2.126	7/7/2015	11/16/2019	100.099	163,000	163,161	170,624
02587DWK0	American Expr Centurion	2.20	2.150	7/1/2015	11/29/2019	100.200	170,000	170,356	170,624
05580ACZ5	BMW Bk North America DTD	2.20	2.182	10/8/2015	9/30/2020	100.086	250,000	250,215	249,950
140420F21	Capital One Bank	1.85	2.081	9/14/2016	9/14/2021	97.963	250,000	244,907	250,000
140420Y33	Capital One Bank Medium	1.60	2.028	7/13/2016	5/4/2021	98.048	250,000	245,119	250,415
949763AW6	Wells Fargo Bank	1.30	1.769	9/14/2016	9/8/2019	98.641	250,000	246,604	250,000
619165GX5	Morton Community Bank	1.60	1.982	12/16/2016	6/16/2020	98.714	200,000	197,428	200,000
14042RAR2	Capital One NA Medium	2.20	2.177	10/8/2015	10/7/2020	100.108	200,000	200,217	199,230
254672W20	Discover Bank DTD	1.85	2.096	12/14/2016	12/14/2020	99.059	200,000	198,117	200,000
9497485W3	Wells Fargo Bank CD	1.75	2.079	7/13/2016	6/17/2021	98.464	250,000	246,160	250,000
949763AZ9	Wells Fargo Bank	1.65	2.082	9/14/2016	9/14/2021	97.956	250,000	244,891	250,000
							<b>3,283,000</b>	<b>3,244,369</b>	<b>3,244,822</b>
437076BB7	Home Depot	2.25	2.187	11/7/2013	9/10/2018	100.286	1,000,000	1,002,860	1,004,354
40428HPJ5	HSBC USA INC	2.63	2.522	12/4/2013	9/24/2018	101.462	1,000,000	1,004,620	1,005,811
36157QTF4	GE Capital Retail Bank	2.00	1.893	11/19/2013	11/23/2018	100.033	250,000	250,062	248,725
713448BN7	PepsiCo Inc	4.50	3.490	1/29/2015	1/15/2020	104.569	100,000	104,569	106,390
911312AMB	United Parcel Service DTD	3.13	2.555	6/10/2016	1/15/2021	102.461	185,000	189,553	194,860
44042AE0	Hormel Foods Corp	4.13	2.936	1/31/2017	4/15/2021	104.670	500,000	523,350	530,099
14912L6U0	Caterpillar Financial Serv Corp	1.70	2.234	9/9/2016	8/9/2021	97.526	1,746,000	1,702,804	1,738,545
02665WBG5	American Honda Finance	1.70	2.255	9/15/2016	9/9/2021	97.398	1,400,000	1,363,572	1,392,034
06406RAA5	Bank of NY Mellon Corp	2.60	2.544	10/18/2017	2/7/2022	100.229	1,011,000	1,013,315	1,023,193
166784AT7	Chevron	2.60	2.624	7/26/2017	3/3/2022	99.898	370,000	368,623	373,731
244199BE4	Deere & Co	2.60	2.576	7/26/2017	6/8/2022	100.110	150,000	150,165	152,779
							<b>7,712,000</b>	<b>7,674,513</b>	<b>7,770,822</b>
31381NM83	Federal Nat'l Mgt Assn#N465783	3.84	3.552	12/10/2015	9/1/2020	101.244	153,135	155,040	163,041
31381QSP7	Fannie Mae Pool #468054	3.59	3.617	11/21/2013	6/1/2018	99.890	446,597	446,106	483,581
31381SDV1	Fannie Mae Pool #469116 DTD	2.94	2.891	11/21/2013	9/1/2018	100.218	617,529	618,875	652,168
31407RTU8	Fannie Mae Pool #838563	5.00	4.372	4/29/2016	10/1/2020	102.502	70,454	72,227	74,824
3137A6B27	Freddie Mac	4.33	3.026	9/7/2016	10/25/2020	105.044	155,458	163,300	171,733
3137A6PP7	Freddie Mac	4.19	2.950	9/7/2016	12/25/2020	104.958	321,808	337,553	355,226
3137ABFH9	Freddie Mac	3.99	2.885	9/7/2016	6/25/2021	104.916	496,000	520,385	547,013
							<b>2,260,750</b>	<b>2,313,485</b>	<b>2,447,585</b>
010631BM6	Alameda County JPA	5.00	4.278	11/21/2013	12/1/2018	103.237	440,000	454,243	455,893
758148GY0	Reed Calif Union School District	4.00	3.648	8/1/2018	253/2018	101.508	250,000	257,372	257,372
91412G571	Univ of California	1.61	1.895	12/13/2017	5/15/2019	99.603	310,000	308,769	308,698
31607A208	Fidelity Prime Mon Mar Ins	1.00	100.678	10/7/2015		100.000	1,000,000	1,016,782	1,021,963
							<b>1,334,252</b>	<b>1,334,252</b>	<b>1,334,252</b>
							<b>25,990,042</b>	<b>25,785,819</b>	<b>26,301,172</b>

# Exhibit VII

## Treasury / Banking Investments

As of December 31, 2017

Deposit/ Investment Amount 09.30.17	% of Invest- ments	Bank Deposits	Maximum Maturity	Maximum Percent of Portfolio	Maximum Investment in One Issuer
		<p>ACE deposits are held by Citizens Business Bank (CBB) under a deposit agreement in amounts not to exceed \$50 million. Under the agreement, CBB maintains collateral deposits of at least 110% of the value of all ACE deposits at Bank of New York Mellon in eligible securities. The CBB deposits accounts are:</p> <p>Checking Account Money Market Accounts (3) *</p>			
\$ 2,599,267					
\$ 7,536,440					
\$ 10,135,707		<b>Total Deposits</b>			
		<b>Permitted Investments **</b>			
\$ 10,442,429	37.42%	Government Securities (3.74 - 5.00 years)	5 years	50%	15%<=
7,770,522	27.85%	Corporate Bonds (4.21 - 5.01 years)	5 years	30%	10%<=
2,447,585	8.77%	Gov't Mortgages (4.13 - 4.80 years)	5 years	15%	None stated
1,021,963	3.66%	Municipals (1.42 - 5.03 years)	None stated	None stated	None stated
3,284,822	11.77%	CDs (2.75 - 5.0 years)	5 years	30%	10%<=
1,334,252	4.78%	Money Markets	None stated	None stated	None stated
\$ 26,301,572	94.26%	Subtotal Investments - Book value *			
1,601,490	5.74%	State's Local Agency Investment Fund	None stated	None stated	None stated
27,903,062	100.00%	Total Investments			
\$ 38,038,769		<b>Total</b>			

\* Note: Includes \$15,193,281 of available unearned revenues

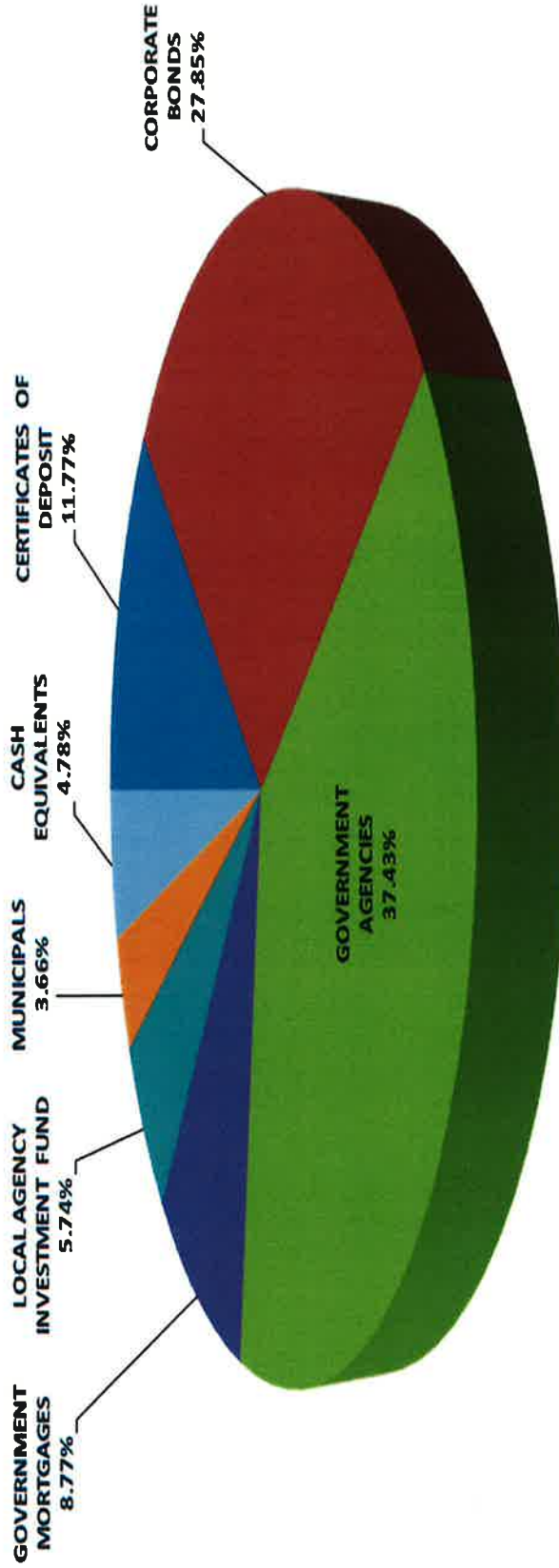
\*\*\* Complies with SGVCOG Investment Policy

# Fixed Income Investments at 12-31-2017 - Summary



Alameda Corridor - East Construction Authority  
Office of ACE Construction Authority Finance Director/Treasurer

ASSET ALLOCATION	Current Par Value	Current Book Value	Market Value	Mkt/Book
Assets (Dollars)				
CERTIFICATES OF DEPOSIT	3,283,000	3,284,822	3,244,369	98.77%
CORPORATE BONDS	7,712,000	7,770,522	7,674,513	98.76%
GOVERNMENT AGENCIES	10,400,000	10,442,429	10,202,418	97.70%
GOVERNMENT MORTGAGES	2,260,790	2,447,585	2,313,485	94.52%
LOCAL AGENCY INVESTMENT FUND	1,601,490	1,601,490	1,601,490	100.00%
MUNICIPALS	1,000,000	1,021,963	1,016,782	99.49%
CASH EQUIVALENTS	1,334,252	1,334,252	1,334,252	100.00%
<b>Totals (Dollars)</b>	<b>27,591,532</b>	<b>27,903,062</b>	<b>27,387,308</b>	<b>98.15%</b>



Fixed Income Composition by Book Value

**Par Value:** Or face value is the amount of money redeemed to the bondholder once the bonds matures  
**Book Value :** Is the par value or face value plus any unamortized premiums or less any unamortized discounts.  
**Market Value:** Is the current price at which the bond is trading  
**Mkt/Book:** Measures the market value over the book value of a bond.

MEMO TO: ACE Finance Sub Committee

FROM: Mark Christoffels  
Chief Engineer

DATE: January 25, 2018

SUBJECT: Update on Working Capital Financing Program

**RECOMMENDATION:** Receive and file a report on the ACE's Working Capital Financing Program for the period from October 1, 2017 through December 31, 2017

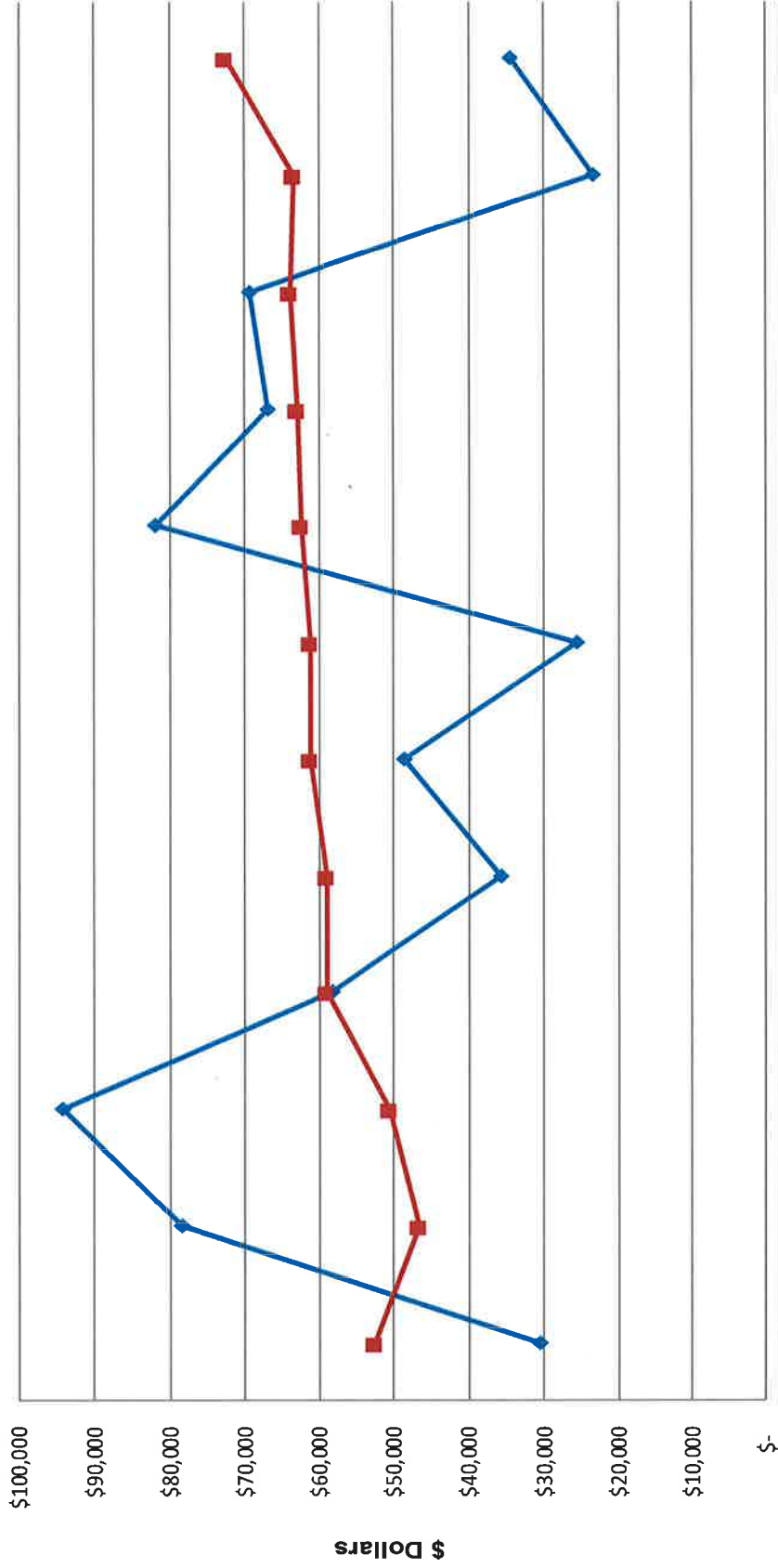
**BACKGROUND:** ACE's revenue is primarily based on grant funding which is allocated on a reimbursement basis. In order to meet its financial obligations under the contracts issued, ACE must obtain working capital through borrowing and cash on hand. The attached document identify ACE's working capital investment returns and how much of our incurred debt is available for short term investments.

ACE staff has been working hard to keep receivables (essentially grant reimbursements) at less than 30 days. A benefit of reducing aging receivables is that ACE's cost of borrowing is substantially reduced because we are able to maintain a healthy balance in short-term investments. For the months of October, November, and December, 2017, the cost of borrowing was \$199,736 and the interest income on short-term investments was \$127,114 for a net interest expense of \$72,622 on a \$45m loan.

## **ATTACHMENT**

# ACE Constuction Authority

## Cost of Borrowing





MEMO TO: Capital Projects and Construction Committee Members & Alternates

FROM: Mark Christoffels  
Chief Engineer

DATE: February 26, 2018

SUBJECT: Approval of the Project Definition Report for the At-Grade Crossing Safety Improvements Project in the City of Pomona

**RECOMMENDATION:** Staff recommends approval of the attached Project Definition Report for at-grade crossing safety improvements at the Hamilton Boulevard, Park Avenue, Main Street, Palomares Street, and San Antonio Avenue crossings of the Union Pacific Railroad in the City of Pomona.

**BACKGROUND:** Our project management procedures call for the Capital Projects and Construction Committee to approve individual construction projects at certain important milestones. They are:

- Approval of a Project Definition Report, typically done at completion of preliminary engineering;
- Adoption of environmental impact findings and any mitigation;
- Approval of property requirements;
- Approval of plans, specifications, and estimates at completion of design; and,
- Approval of a proposed construction contract award.

Attached for the Committee's consideration is a completed Project Definition Report for the proposed at-grade crossing safety improvements at the Hamilton Boulevard, Park Avenue, Main Street, Palomares Street, and San Antonio Avenue crossings of the Los Angeles and Alhambra Subdivisions of the Union Pacific Railroad (UPRR) in the City of Pomona. The project will consist of various improvements designed to improve the safety of pedestrians and motorists utilizing the crossings.

The project qualified for a California Environmental Quality Act (CEQA) Categorical Exemption (CE). A Notice of Exemption was filed for each crossing on January 4, 2018, satisfying CEQA requirements. No comments were received during the legal challenge period.

Included in this project is the reduction of lanes on Hamilton Boulevard between 6<sup>th</sup> Street and Holt Avenue. This proposed street calming concept was included, approved, and environmentally cleared through the City's General Plan process and will provide for additional safety enhancements at the Hamilton Boulevard crossing.

The Committee is not being requested to approve any right-of-way acquisition for this project, as preliminary engineering determined that right-of-way acquisition is not required. However, one encroachment in the public right-of-way was identified that will need to be removed prior to construction. The design team will work with City of Pomona staff to accomplish the removal of the encroachment during the final design phase.

**BUDGET IMPACTS:** Funding for this contract is available from Measure R funds.

Attachments



## **PROJECT DEFINITION REPORT**

### **AT-GRADE CROSSINGS SAFETY IMPROVEMENTS IN THE CITY OF POMONA (UPRR LOS ANGELES AND ALHAMBRA SUBDIVISIONS)**

#### **PROJECT DEFINITION**

The San Gabriel Valley Council of Governments (SGVCOG) in furtherance of the Alameda Corridor-East Project proposes to construct safety improvements at five existing at-grade crossings in the City of Pomona on the Los Angeles and Alhambra Subdivisions of the Union Pacific Railroad (UPRR). The five crossings include Hamilton Boulevard, Park Avenue, Main Street, Palomares Street, and San Antonio Avenue.

The project will provide pedestrian and vehicular improvements at each of the five crossings, as described in more detail below.

#### **Hamilton Boulevard**

The proposed at-grade safety improvements at the Hamilton Boulevard crossing include pedestrian channelization features such as gates, fencing, sidewalk, delineators, and extended concrete track panels; re-profiling of pavement in the vehicular approaches to the tracks and through the crossing; roadway median installation; updated signage and striping; and railroad signal modifications required for the new equipment and improvements such as side flashers. Due to the large grade differential between the rail and First Street, switchback pedestrian ramps will be provided to ensure that the crossing meets Americans with Disabilities Act standards. Also included in the project is the reduction of vehicular lanes from a total of the existing four to two, resulting in one in each direction, which was previously studied and approved by the City as a street-calming measure and which will increase the safety at the crossing. This reduction of lanes will be provided from 6<sup>th</sup> Street to Holt Avenue and will include striping, signage, and traffic loop improvements.

#### **Park Avenue**

The proposed at-grade safety improvements at the Park Avenue crossing include pedestrian channelization features such as gates, fencing, sidewalk, delineators, and extended concrete track panels; re-profiling of pavement in the vehicular approaches to the tracks and through

the crossing; roadway median installation; updated signage and striping; and railroad signal modifications required for the new equipment and improvements such as side flashers.

### Main Street

The proposed at-grade safety improvements at the Main Street crossing include pedestrian channelization features such as gates, fencing, walls/pilasters, sidewalk, delineators, and extended concrete track panels; re-profiling of pavement in the vehicular approaches to the tracks and through the crossing; roadway median installation; updated signage and striping; modification to existing landscape areas to improve visibility and access; and railroad signal modifications required for the new equipment and improvements such as side flashers.

### Palomares Street

The proposed at-grade safety improvements at the Palomares Street crossing include pedestrian channelization features such as gates, fencing, walls/pilasters, sidewalk, delineators, and extended concrete track panels; re-profiling of pavement in the vehicular approaches to the tracks and through the crossing; roadway median installation; updated signage and striping; modification to existing landscape areas to improve visibility and access; and railroad signal modifications required for the new equipment and improvements such as side flashers. In addition, modifications to the existing traffic signal at Palomares and First Street will be provided, including installation of programmable visibility signal heads, activated blank out signs, and traffic loops, changes to the preemption timing, and other related improvements. Finally, storm drain improvements may be recommended. During the final design phase, the design team will look into the existing local flooding issues at the crossing and will determine if cost-effective improvements, such as increasing the number of drainage pipes beneath the tracks, could be reasonably provided. A contingency has been provided in the 35% estimate for this work.

### San Antonio Avenue

The proposed at-grade safety improvements at the San Antonio Avenue crossing include pedestrian channelization features such as gates, fencing, sidewalk, delineators, and extended concrete track panels; re-profiling of pavement in the vehicular approaches to the tracks and through the crossing; roadway median installation; updated signage and striping; and railroad signal modifications required for the new equipment and improvements such as side flashers. Due to the large grade differential between the rail and First Street, switchback pedestrian ramps will be provided to ensure that the crossing meets Americans with Disabilities Act standards. In addition, modifications to the existing traffic signal at San Antonio Avenue and First Street will be provided, including relocation of existing signal poles, installation of new signal poles, installation of programmable visibility signal heads, activated

blank out signs, and traffic loops, changes to the preemption timing, and other related improvements.

During the final design phase, UPRR will determine if the existing signal houses can be modified for the additional demand required of the proposed improvements or if they will need complete replacement. The 35% estimate assumes all five signal houses will need to be replaced.

A number of existing fiber optic utilities within the UPRR right-of-way may be impacted. It will be determined in the final design phase, in coordination with the owners and the UPRR, if any will require relocation or protection. A contingency has been provided in the 35% cost estimate for this work.

Extension of the concrete panels at the crossings to provide for a wider pedestrian path may require reconstruction or partial reconstruction of the tracks by UPRR through the crossing. The 35% cost estimate includes budget for this work.

## **DIVISION OF WORK**

The current plan is to construct the improvements at the five crossings using a single prime construction contractor for all project elements not performed by the UPRR or utility company contractors. Specific details regarding responsibilities will be contained in a Construction, Operations, and Maintenance Agreement between the SGVCOG, City of Pomona, and UPRR and, if required, various utility company agreements.

### **Work to be done by the Contractor:**

- Construct civil and other work associated with the roadway and pedestrian path improvements (i.e., sidewalk, curb and gutter, fencing, landscaping, etc).
- Reconstruct pavement on the vehicular approaches to the crossing and between the tracks.
- Install improvements to the traffic signals at Palomares and First Street and San Antonio Avenue and First Street.
- Install pedestrian exit swing gates.
- Install additional storm drain pipe at the Palomares Street crossing (if, during the final design, a solution is developed to cost effectively reduce the local flooding issue that would eliminate standing water in the pedestrian paths).

### **Work to be done by Railroad (UPRR) Forces:**

- Install new at-grade crossing panels and new or upgraded highway safety equipment (pedestrian lift gates, side flashers, etc.).

- Modify or install signal houses to accommodate existing and new signal equipment.
- Reconstruct or partially reconstruct the tracks through the crossing,

Work to be done by Utility Companies:

- Design and relocation of affected utilities.

## **OUTSTANDING ISSUES**

### **Right of Way:**

Based on the current plans, it has been determined that no private parcels will be impacted by this project. There is one encroachment in the public right-of-way affecting the improvements at the Hamilton Boulevard crossing and the design team will work with the City to see that the encroachment is removed prior to construction of the project. In addition, rights for the UPRR to enter the north portion of their right-of-way east of Hamilton Boulevard through a City Maintenance Yard will be required from the City. SGVCOG will incorporate this right into the Construction, Operations, and Maintenance Agreement. As the improvements will be constructed in the existing public or UPRR right-of-way and will not affect access to private properties, there are no anticipated business impacts or associated costs.

### **Utility Relocations:**

Investigations during the 35% design phase indicated that certain fiber optic and sewer utilities may be affected by the project and may require relocation or protection. The design team will work with the respective utility agencies and the UPRR to find the most cost effective relocation or protection alternatives to accommodate the project improvements.

### **Construction Traffic Detours:**

Construction of the at-grade crossing improvements will require temporary closures of the streets. During the final design, the design team will coordinate with the City and UPRR to determine the construction phasing and traffic detour plans to direct vehicles around these closures. Portions of the work will be dependent on UPRR work windows, which will likely be during nighttime hours. Therefore, some night work is expected for this project.

### **Railroad Construction, Operations, and Maintenance (C&M) Agreement:**

This agreement is required to clearly define the construction, operations, and maintenance responsibilities for each party and describe the scope and estimated cost

for work required to be done by UPRR for the project. This C&M agreement will be finalized and executed when a more defined construction scope and cost estimate becomes available.

**Project Estimate**

Based on recently completed 35% level plans, the following cost estimate has been developed. These costs reflect the known market conditions for construction bids, utility and railroad work. At this point no inflationary factors have been applied. An approximate 30% contingency is used for the current estimate, but will be reduced in the future as the plans are more fully developed and costs can be determined more accurately.

<u>Cost Category</u>	<u>Estimate</u>
Roadway	\$ 2,328,400
Track	\$ 5,017,300
Structures & Misc. Walls/Fences	\$ 675,300
Right-of-Way	0
Utilities	\$ 565,500
Soft costs <sup>1</sup>	\$11,753,944
Contingency	\$ 2,575,940
 Total Cost	 \$22,916,384

Footnotes:

- (1) These costs include design, right-of-way consultant support, construction management, program management, permits, railroad inspection, plan checking, and flagging, agency overhead and project management.

The overall project cost, currently estimated at \$22,916,384, remains within the existing project budget.

**SCHEDULE**

Following is the anticipated schedule for the project. The biggest risk to the schedule is the timing of work to be accomplished by the UPRR. UPRR will need to perform certain design and construction signal work at each crossing and the availability of their staff during the design and construction phases could impact the schedule.

Environmental Approval (CEQA)	February 2018
Authorize contract for final design	February 2018
Complete design	April 2019
Award construction contract	August 2019
Complete construction	December 2020



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels  
Chief Engineer

Date: February 26, 2018

Subject: Approval of an Amendment to RailPros, Inc. Contract for Design Services for the At-Grade Safety Improvements Project

**RECOMMENDATION:** Staff recommends that the Committee authorize the Chief Engineer to execute an amendment to the design and engineering services contract with RailPros, Inc. (RailPros) and issue Task Order No. 3 for a not-to-exceed amount of \$1,499,636 for a new contract value of \$3,236,047 to complete Phase 3 (final engineering) for the At-Grade Crossing Safety Improvements Project in the City of Pomona.

**BACKGROUND:** At the September 26, 2016, the ACE Board approved a contract amendment with RailPros for preliminary design services (Phase 2) for the At-Grade Safety Improvements Project in the City of Pomona in the amount of \$997,136.

The initial work authorizations were limited to conceptual and preliminary engineering activities. RailPros is in the process of completing the 35% preliminary engineering plans authorized in the contract and has submitted a proposal to prepare the final plans.

The work scope includes the following major tasks:

- Utilize a project management, quality control, and quality assurance plan for the design contract;
- Coordinate with ACE, UPRR, City of Pomona, CPUC, the County of Los Angeles and other agencies and utilities to resolve design issues and obtain design approvals;
- Prepare updated design surveys and lighting study to review and analyze at each of the crossings;
- Prepare final plans, specifications, and cost estimates;
- Develop construction schedule and staging plans;
- Provide project support and special studies as directed by ACE staff.

This scope of work does not include the designer's participation during the bidding and construction phase of the project which would be the subject of a future amendment.

Proposed costs for the above tasks have been compared with the estimates prepared by staff and any discrepancies have been resolved. Staff recently concluded design contract

negotiations and is now recommending approval of a not-to-exceed contract amount of \$1,499,636 to complete Phase 3 (final engineering) for the At-Grade Crossing Improvements project.

This authorization would also allow a 10% contingency allowance in accordance with normal agency procedures. Any contract amount changes from the above figure due to contract change orders during final design that exceed the Chief Engineer's authorization will be brought back to the Committee for further consideration and approval.

The final plans are estimated to be completed within 14 months and will be for the following crossings:

1. Hamilton Avenue
2. Park Avenue
3. Main Street
4. Palomares Street
5. San Antonio Avenue

RailPros' scope of work is divided by phases; the history of this contract is as follows:

Phase	Executed Amount
1: Conceptual Design	\$642,665 <sup>1</sup>
2: Preliminary Engineering	\$1,093,746 <sup>2</sup>
3: Final Design (This Request)	\$1,499,636
<b>TOTAL</b>	<b>\$3,236,047</b>

**BUDGET IMPACT:** Funding for this contract is available from Measure R funds.

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<sup>1</sup> Inclusive of \$17,111 authorized under CEO contingency.

<sup>2</sup> Inclusive of \$96,610 authorized under CEO contingency.



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels  
Chief Engineer

Date: February 26, 2018

Subject: Receive and File Process for Selection of Potential Future Projects to be undertaken by the SGVCOG through the Capital Projects and Construction Committee

**RECOMMENDATION:** Staff recommends the Committee receive and file a report on the development of procedures for the selection of potential future projects to be undertaken by the SGVCOG through the Capital Projects and Construction Committee.

**BACKGROUND:** In January, ACE and SGVCOG staff developed a draft letter of interest (LOI) for future potential construction projects under the ACE program. The draft LOI (Attachment A) contains the following categories

- Project Description: budget, schedule and funding sources.
- Project Benefits: mobility; safety; sustainability; economy; accessibility; and state of good repair. These project benefit categories are based on the SGVCOG Mobility Matrix.
- Statement of Need: any resource and/or technical limitations that could be assisted with, or undertaken directly, by the SGVCOG.

Additionally, staff developed a project development review process. The review process is differentiated based on whether a proposed project is fully funded or unfunded/partially funded. See Attachment B for the proposed review process for fully funded projects/project segments and Attachment C for the proposed review process for unfunded/partially funded projects. Staff anticipates completing a full application and application review process by April, with submittal/approval to the Governing Board in May. See Table 1 for a complete project development schedule. Staff will provide an overview presentation for the LOI, and funded/unfunded review process attachments.

January – April 2018	Develop draft application and application/review process
May 2018	Submit application package to Governing Board for approval
June – October 2018	Outreach to member agencies
November 2018	Letters of Interest (LOIs) Due
December 2018	Review of LOIs

January 2019	Meet with project sponsors to refine scope and timeline for recommended projects
February 2019	Develop 5-year work plan
March 2019	Submit 5-year work plan to Governing Board for approval
April 2019	Submit draft Budget to Governing Board for review which incorporates 5-year work plan revenue and expenses

Table 1. Project Development Schedule

## **1. PROJECT SPONSOR INFORMATION**

### **A. Project Sponsor**

Agency: \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Contact Person Title: \_\_\_\_\_  
Contact Person's Email Address: \_\_\_\_\_  
Contact Person's Phone Number: \_\_\_\_\_

### **B. Partnering Agency or Agencies**

Partnering Agency: \_\_\_\_\_  
Partnering Agency: \_\_\_\_\_  
Partnering Agency: \_\_\_\_\_  
Partnering Agency: \_\_\_\_\_  
Partnering Agency: \_\_\_\_\_

## **2. PROJECT INFORMATION**

### **A. Project Name**

### **B. Project Location**

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

### **C. Project Scope**

Provide a clear and concise explanation of the types of work and/or the major elements that are proposed.

**D. Project Cost and Funding (in current dollars)**

Project Phase	Total	Secured Funding	Additional Funds Required
PAED			
PSE			
ROW			
CON			
CON-NI			
TOTAL			

**Notes:**

PAED = environmental phase

PSE = plans, specifications, and estimates phase

ROW = right-of-way phase

CON = construction phase

CON-NI = non-infrastructure (e.g. education and encouragement programs)

For any funding that has been secured, complete the table below.

Amount	Source	Federal (Yes/No)	Additional Requirements (Including Deadlines for Use of Funds)

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

Can the project be completed in phases or otherwise segmented? If yes, please describe below.

### E. Project Status and Delivery Schedule

Project Phase	Start Date	End Date
PAED		
PSE		
ROW		
CON		
CON-NI		
CLOSEOUT		

What phase is the project currently in?

Identify any significant work and milestones that have been completed to date.

### 3. PROJECT READINESS

Check all of the following that has been completed or is available for the project:

- Cost estimate
- Outreach surveys (e.g. surveys of parents/students, residents, or business owners)
- Project advisory committee
- Other record of public support of the project
- Feasibility study
- Prior grant applications
- Photos of existing conditions
- Conceptual drawings/plans
- Traffic counts or other related dated
- Ridership/user projections
- Citywide plans that includes the project or project area.
- Environmental document
- Final design
- Other, please explain:

#### **4. PROJECT BENEFITS**

Please identify any anticipated project benefits

- Mobility** (Improves mobility & reduce congestion; Minimizes vehicular & truck impacts; Reduces bus & rail transit congestion; Develops first/last mile strategies; or Reduces congestion caused by goods movement)

If applicable, briefly describe how the project addresses mobility:

- Safety** (Increases pedestrian & bicyclist safety; Increases transit user safety; or Increases rail & roadway safety)

If applicable, briefly describe how the project addresses safety:

- Sustainability** (Prepares for extreme weather events; Improves air quality and reduces GHG emissions; Improves public health and reduces obesity; Improves quality of life; or Conserves water and manage storm water)

If applicable, briefly describe how the project addresses sustainability:

- Economy** (Improves goods movement infrastructure; Improves access to jobs: Reduces travel time for workers and goods; Provides infrastructure to attract new business; Promotes development at station areas & corridors)

If applicable, briefly describe how the project addresses economy:

- Accessibility** (Improves transit, bike, pedestrian access to activity and job growth centers; Provides access to transit dependent populations; Increases bike/pedestrian access to transit; or Compliances with ADA at transit stations and stop)

If applicable, briefly describe how the project addresses accessibility:

- State of Good Repair** (Maintains safe & reliable mobility; or Minimizes rehabilitation & reconstruction costs)

If applicable, briefly describe how the project addresses state of good repair:

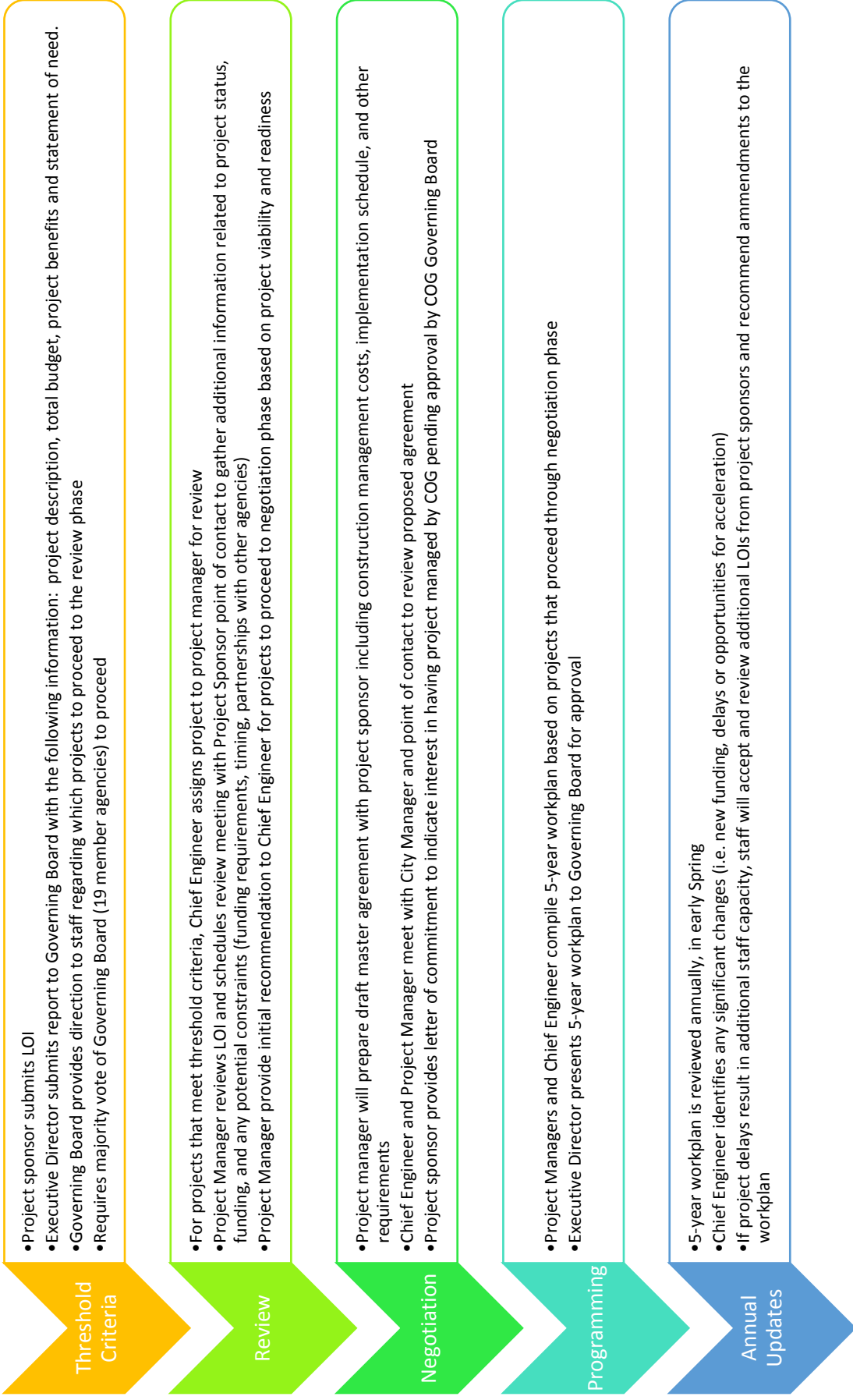
- Other** (If necessary, identify any other regionally significant project benefits not addressed above)

If applicable, briefly describe any other regionally significant project benefits:

## **5. STATEMENT OF NEED**

Please explain any resource and/or technical limitations that your agency has on this project that you believe could be assisted with, or undertaken directly, by the SGVCOG.

## Review process for fully funded projects/project segments



### Issues TBD:

- Levels of Governing Board / Committee review and approval
- Appeals process

## Review process for unfunded/partially funded projects

### Threshold Criteria

- Project sponsor submits LOI.
- Executive Director submits report to Governing Board with the following information: project description, total budget, project benefits and statement of need.
- Governing Board provides direction to staff regarding which projects to proceed to the review phase.

### Review

- For projects that meet threshold criteria, Chief Engineer assigns project to project manager for review.
- Project Manager and Director of Government & Community Relations reviews LOI and schedules review meeting with Project Sponsor point of contact to gather additional information related to project status, available funding, funding and/or other constraints.
- Director of Government & Community Relations provide initial recommendation to Executive Director for projects to proceed to negotiation phase based on potential funding.

### Negotiation

- Project manager will prepare draft Memorandum of Understanding with project sponsor. MOU will include both an annual flat fee, based on project typology, and a Not To Exceed (NTE) for grant-writing. It will also identify commitment of COG to provide quarterly updates on funding opportunities. Project sponsors will be billed the flat rate upon execution of the MOU. Cities will be billed actual costs (consultant fees + staff time) for grant-writing. If the full grant-writing budget is exhausted, project manager will prepare an amendment to the MOU for consideration by the project sponsor.
- Director of Government & Community Relations and Project Manager meet with City Manager and point of contact to review proposed agreement
- Project sponsor provides letter of commitment to indicate interest in having project managed by COG pending approval by COG Governing Board.

### Programming

- Director of Government & Community Relations and Executive Director compile 5-year workplan based on projects that proceed through negotiation phase.
- Executive Director presents 5-year workplan to Governing Board for approval.

### Annual Updates

- 5-year workplan is reviewed annually, in early Spring.
- Executive Director identifies any significant changes. If a project is successfully awarded funding, the project sponsor may choose to submit the project for implementation by the COG through the LOI process.

Review process for unfunded/partially funded projects

Issues TBD:

- Flat fee rates and grant-writing budgets for project based on project type
- Levels of Governing Board / Committee review and approval
- Appeals process



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels  
Chief Engineer

Date: February 26, 2018

Subject: Request for the San Gabriel Valley Council of Governments (SGVCOG), to approve Memorandum of Understanding from the Cities of Alhambra, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South Pasadena, Temple City, and Unincorporated Los Angeles County (County) for Three Load Reduction Strategy Projects for the Rio Hondo River and Tributaries.

**RECOMMENDATION:** Staff recommends the Committee request the SGVCOG Governing Board approve the Memorandum of Understanding submitted by the Cities of Alhambra, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South Pasadena, Temple City and Unincorporated County of Los Angeles regarding the administration and cost sharing for the preparation of design plans for three load reduction strategy projects for the Rio Hondo River and Tributaries and assign the project to the Capital Projects and Construction Committee.

**BACKGROUND:** The Los Angeles Regional Water Quality Control Board (LARWQB) adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer (MS4) Permit Order No. R4-2012-0175, which became effective on December 28, 2012. The MS4 Permit identifies the permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Los Angeles River Bacteria Total Maximum Daily Load (LAR Bacteria TMDL). The LAR Bacteria TMDL requires the responsible permittees to protect recreational uses in the Los Angeles River watershed by meeting targets and waste load allocations for the indicator bacterium *E. coli* during wet weather and dry weather seasons.

The estimated liability of MS4 permits in the San Gabriel Valley is approximately \$6 billion. To help address this, SGVCOG staff have worked over the past two years to help cities comply with Clean Water Act regulations. The work has included engaging with local and state legislators, drafting relevant legislation, and educating stakeholders on the cost and complexity of compliance. At the same time, cities have worked collaboratively through watershed management groups to initiate outfall monitoring, implement storm water best management practices, develop plans, and apply for funding. On October 25, 2017, the responsible permittees submitted an implementation approach for the LAR Bacteria TMDL based on constructing regional dry weather projects to address discharges to the Rio Hondo from three washes– Alhambra Wash, Rubio Wash and Eaton Wash.

To implement this series of projects approved by the LARWQB, the permittees have requested via the attached draft Memorandum of Understanding (MOU) the SGVCOG to solicit proposals, negotiate and enter into agreements with consultants for as-needed services to prepare the required design plans and other planning activities for three (3) regional phased projects; and invoice and collect funds from the permittees to cover the costs of this effort by the SGVCOG. The estimated cost for the design work is approximately \$1.7 million.

Staff feels this is a good approach to moving forward with this regional project, and is able to accommodate the request within existing current workloads. Under this MOU all staff costs associated with this effort would be funded by the permittees. In addition, all permittees that will be a party to this MOU are currently members of the SGVCOG. In accordance with the revised SGVCOG by-laws, the SGVCOG Governing Board will need to approve the MOU and assign the project to the Capital Projects and Construction Committee for oversight of staff's implementation.

The LARWQB has indicated that design work must be completed by December of 2018. In order to meet that timeline, this MOU will need to be approved by the Governing Board and the project assigned to the Capital Projects and Construction Committee at their March meeting.

**BUDGET IMPACT:** The approval of the MOU by the SGVCOG and the subsequent staff efforts to implement the MOU will not have a cost impact as all associated costs will be funded by the parties in the MOU requesting these services from the SGVCOG.

Attachment

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE COUNTY OF LOS ANGELES AND THE CITIES OF ALHAMBRA, MONTEREY PARK, PASADENA, ROSEMEAD, SAN GABRIEL, SAN MARINO, SOUTH PASADENA, AND TEMPLE CITY, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR THE PREPARATION OF DESIGN PLANS FOR THREE LOAD REDUCTION STRATEGY PROJECTS FOR THE RIO HONDO RIVER AND TRIBUTARIES**

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature set forth below by and among the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California, and the CITIES OF ALHAMBRA, MONTEREY PARK, PASADENA, ROSEMEAD, SAN GABRIEL, SAN MARINO, SOUTH PASADENA, and TEMPLE CITY, municipal corporations. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, for the purpose of this MOU, the term PARTIES shall mean the COUNTY, the SGVCOG, and the Cities of Alhambra, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South Pasadena, and Temple City;

WHEREAS, the Los Angeles Regional Water Quality Control Board (REGIONAL BOARD) has adopted National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No. R4-2012-0175; and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the COUNTY, the LACFCD, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the Los Angeles County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identifies the PARTIES, except SGVCOG, as MS4 permittees (PERMITTEES) that are responsible for compliance with the MS4 Permit requirements pertaining to the Los Angeles River Bacteria Total Maximum Daily Load (LAR Bacteria TMDL) Resolution No. R10-007; and

WHEREAS, the LAR Bacterial TMDL was adopted by the REGIONAL BOARD on July 9, 2010 and became effective March 23, 2012; and

WHEREAS, the LAR Bacteria TMDL requires the responsible PERMITTEES to protect recreational uses in the Los Angeles River watershed by meeting targets and waste load allocations (WLAs) for the indicator bacterium *E. coli*; and

WHEREAS, the PERMITTEES have agreed to collaborate on the development of a Load Reduction Strategy (LRS) for the PERMITTEES to comply with the LAR Bacteria TMDL; and

WHEREAS, the PERMITTEES have hired a consultant to develop the LRS for Rio Hondo River and Tributaries; and

WHEREAS, the COUNTY, on behalf of the PERMITTEES, submitted the Rio Hondo LRS to the REGIONAL BOARD on March 23, 2016, as shown in Attachment A; and

WHEREAS, the Rio Hondo LRS identifies twenty-six (26) priority outfalls that would have to be diverted or “turned off” by 2020 in order to meet the LAR Bacteria TMDL requirements for Alhambra Wash, Rubio Wash, Eaton Wash, and the Rio Hondo; and

WHEREAS, the regional phased approach proposes to construct three (3) diversions at the mouth of Alhambra Wash, Rubio Wash, and Eaton Wash; and

WHEREAS, the COUNTY, on behalf of the PERMITTEES, retained a consultant on September 13, 2016, as shown in Attachment B, to prepare a supplemental LRS document discussing the details of the regional phased approach, which was submitted to the REGIONAL BOARD on October 25, 2017, as shown in Attachment C; and

WHEREAS, the PERMITTEES have agreed that hiring a consultant to prepare the design plans and other planning activities for the three (3) regional phased projects will be beneficial to the PERMITTEES; and

WHEREAS, the PERMITTEES have agreed to cost share the preparation of design plans and other planning activities for three (3) regional phased projects; and

WHEREAS, the PARTIES have agreed to credit the COUNTY thirty-three thousand two hundred fifty dollars (\$33,250) towards its cost share for providing consultant services to develop the supplemental LRS document discussing the regional phased approach; and

WHEREAS, the PARTIES have agreed that the total of each PARTY’s cost share shall not exceed the total amount shown in Table 1 of Exhibit A; and

WHEREAS, the PARTIES have agreed to have the SGVCOG, under the direction of the PERMITTEES: (a) administer this MOU; (b) to retain and manage a consultant to prepare design plans and other planning activities; (c) negotiate and enter into agreements with consultants for as-needed services to prepare design plans and other planning activities for three (3) regional phased projects; and (d) invoice and collect funds from the PERMITTEES to cover the cost of the aforementioned consultant(s); and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PERMITTEES, and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively fund the preparation of design plans and other planning activities for three (3) LRS projects and to coordinate the payment between the PERMITTEES and SGVCOG.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOU for the preparation of design plans and other planning activities for three (3) LRS projects.

Section 5. Term. This MOU shall become effective to each PARTY on the date the last PARTY signs this MOU, and shall remain in effect until (1) the SGVCOG has provided written notice of completion of the design plans and all other planning activities, and (2) the SGVCOG has received payment by all PERMITTEES of their allocated pro-rata share hereunder.

Section 6. SGVCOG AGREES:

- a. Consultant Services. To manage the consultant(s) and to be responsible for coordinating the activities of the consultant(s).
- b. Invoice. To invoice the PERMITTEES for their share in the cost for the preparation and delivery of the design plans, as described in Table 1 of Exhibit A. The one-time invoice for the cost will be sent upon the effective date of this MOU, as set forth in Section 4, or in December 2018, whichever comes first.
- c. Expenditure. To utilize the funds deposited by the PERMITTEES only for the administration of the consultant contract(s) and the preparation of design plans and other planning activities for the LRS projects.
- d. Contingency. To notify the PERMITTEES if actual expenditures are anticipated to exceed the cost estimate shown in Exhibit A and obtain written approval of such expenditures from all PERMITTEES. This 10 percent contingency will not be invoiced unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this MOU.
- e. Report. To provide the PERMITTEES with an electronic copy of the draft and final LRS design plans

- f. Accounting. To provide an accounting upon termination of this MOU. At the completion of the accounting, SGVCOG shall return to PERMITTEES any unused portion of all funds deposited with SGVCOG in accordance with the cost allocation set forth in Exhibit A.
- g. Permit. To work with the consultant(s) to obtain all necessary permits and approvals for installation of permanent or temporary infrastructure, if needed, and/or modifications to monitoring sites, and access to storm drains, channels, catch basins, and similar properties (FACILITIES) during monitoring events and maintenance necessary to perform the services for which consultant(s) have been retained.
- h. Responsibility. Upon completion of all work under this MOU, SGVCOG will relinquish all ownership of design plans and products stemming from planning activities to the PERMITTEES.

Section 7. THE PERMITTEES AGREE:

- a. To provide SGVCOG all available plans, and survey data of existing PERMITTEE infrastructure necessary to design PROJECT.
- b. To act as lead agency and obtain all applicable environmental approvals as required from Federal, State, and local agencies for the PROJECT .
- c. To inform SGVCOG in writing within fifteen (15) days after receipt of each set of plans, studies, specifications, and/or cost estimates from SGVCOG, if any of the materials are incomplete or if additional information is necessary in order to facilitate PERMITTEE's review of the materials.
- d. To review and provide to SGVCOG any comments and suggestions to, or required approvals/disapprovals of each set of plans, studies, specifications, and/or cost estimates submitted to PERMITTEE within thirty (30) days after receipt of the complete materials.
- e. That the plans shall be considered complete and acceptable by PERMITTEES when the plans involving PROJECT have been reviewed and approved by the PERMITTEE's City Engineer, or his/her designated agent. Receipt by SGVCOG of PROJECT plans signed by PERMITTEE's City Engineer or his/her designated agent shall constitute PERMITTEE's approval of said plans
- f. That the funds provided by PERMITTEES for this work shall be eligible for such expenditures
- g. Payment. To pay the SGVCOG for its proportional share of the estimated cost for managing the consultant(s) and administering this MOU as shown in Exhibit A, within sixty (60) days of receipt of the invoice from SGVCOG. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the LRS pursuant to new REGIONAL BOARD requirements and/or unforeseen challenges in the field. Any such changes proposed to the

PERMITTEES' proportional share are subject to funding appropriation and will require written approval of the PERMITTEES as explained in section 6(d).

- h. Documentation. To make a good faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation, in their possession and available for release to the SGVCOG and its consultant(s), that are deemed necessary by the PARTIES to prepare the design plans.
- i. Access. Each PERMITTEE will allow reasonable access and entry to the consultant, on an as needed basis during the term of this MOU, to the PERMITTEES' FACILITIES to achieve the purposes of this MOU, provided, however, that prior to entering any of the PERMITTEE'S FACILITIES, the consultant shall obtain all necessary permits and approvals, including executing a Right-of-Entry Agreement as may be necessary, and provide written notice 72 hours in advance of entry to the applicable PERMITTEE. Permittees shall provide any required permits at no cost to the SGVCOG or its consultants.

#### Section 8. Indemnification

- a. Each PARTY, which includes the SGVCOG, shall indemnify, defend, and hold harmless each other PARTY, including their special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with, and in relative proportion to, its own negligence or willful misconduct under this MOU; provided, however, that no PARTY shall indemnify another PARTY for the latter PARTY'S own negligence or willful misconduct.
- b. The PARTIES agree that any liability borne by or imposed upon any PARTY or PARTIES hereto, arising out of this MOU and that is not caused by or attributable to the negligence or willful misconduct of any PARTY hereto, shall be fully borne by all the PERMITTEES in accordance with their respective pro rata cost shares, as set forth in Exhibit A.
- c. If any PERMITTEE pays in excess of its pro rata share in satisfaction of any liability described in subsection b. above, such PERMITTEE shall be entitled to contribution from each of the other PERMITTEES; provided, however, that the right of contribution is limited to the amount paid in excess of the PERMITTEE's pro rata share and provided further that no PERMITTEE may be compelled to make contribution beyond its own pro rata share of the entire liability; and provided further that no PERMITTEE shall indemnify another PERMITTEE for the latter PERMITTEE's own negligence or willful misconduct.

- d. To the maximum extent permitted by law, the SGVCOG shall require any contractor retained pursuant to this MOU to agree to indemnify, defend, and hold harmless each PARTY, which includes the SGVCOG, their special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the contractor's performance of its agreement with the SGVCOG. In addition, the SGVCOG shall require any such contractor to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the contractor's work. These requirements will also apply to any subcontractors hired by the contractor.

## Section 9. Termination and Withdrawal

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.
- c. SGVCOG will notify all PARTIES in writing of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. The remaining cost will be distributed based on the existing cost allocation formula in Exhibit A. If the increase is more than the 10 percent contingency, an amendment to this MOU must be executed to reflect the change in the PARTIES' cost share.
- d. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written notice thereof. The withdrawing PARTY shall be responsible for its entire share of the LRS development costs shown in Exhibit A. The effective date of withdrawal shall be the 6th day after SGVCOG receives written notice of the PARTY'S intent to withdraw. Should any PARTY withdraw from this MOU, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit A.

## Section 10. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this MOU, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 7(a) or withdraws pursuant to Section 9(d).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

- h. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in section 10(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

**EXHIBIT A**

Rio Hondo and Tributaries  
Funding Contributions for LRS Implementation

**Table 1. Total Cost**

Jurisdiction	Sub Total	SGVCOG Admin Fee (TBD)	Total
Alhambra	\$85,677		
Monterey Park	\$49,092		
Pasadena	\$815,901		
Rosemead	\$12,850		
San Gabriel	\$16,533		
San Marino	\$243,004		
South Pasadena	\$20,477		
Temple City	\$233,995		
UA County	\$311,470		
<b>Total</b>	<b>\$1,789,000</b>	<b>TBD</b>	<b>TBD</b>

**Table 2. Design Cost Per Waterbody**

Watershed	Total Drainage Area (ac)	Total Cost
Alhambra Wash	6,084.02	\$694,000
Eaton Wash	3,794.94	\$544,000
Rubio Wash	5,439.70	\$551,000

**EXHIBIT A**

Rio Hondo and Tributaries  
Funding Contributions for LRS Implementation

**Table 3. Party's Design Cost Per Waterbody**

Jurisdiction	Total	Alhambra Wash			Eaton Wash			Rubio Wash		
		Drainage Area (ac)	Percentage	Cost	Drainage Area (ac)	Percentage	Cost	Drainage Area (ac)	Percentage	Cost
Alhambra	\$85,677	751.10	12.3%	\$85,677.46	0.00	0.00	\$0.00	0.00	0.00	\$0.00
Monterey Park	\$49,092	430.37	7.1%	\$49,092.01	0.00	0.00	\$0.00	0.00	0.00	\$0.00
Pasadena	\$815,901	2,845.42	46.8%	\$324,575.11	1,104.56	29.1%	\$158,337.32	3,287.40	60.4%	\$332,988.47
Rosemead	\$12,850	112.65	1.9%	\$12,849.91	0.00	0.00	\$0.00	0.00	0.00	\$0.00
San Gabriel	\$16,533	137.59	2.3%	\$15,694.80	0.90	0.0%	\$129.01	7.00	0.1%	\$709.05
San Marino	\$243,004	1,368.11	22.5%	\$156,059.37	80.10	2.1%	\$11,482.24	745.00	13.7%	\$75,462.80
South Pasadena	\$20,477	179.51	3.0%	\$20,476.58	0.00	0.00	\$0.00	0.00	0.00	\$0.00
Temple City	\$233,995	0.00	0.00	\$0.00	1,632.35	43.0%	\$233,995.37	0.00	0.00	\$0.00
UA County	\$311,470	259.27	4.3%	\$29,574.75	977.03	25.7%	\$140,056.05	1,400.30	25.7%	\$141,839.68

## EXHIBIT B

### Rio Hondo River and Tributaries Responsible Agency Representatives

AGENCY ADDRESS	AGENCY CONTACT
County of Los Angeles Department of Public Works Stormwater Compliance Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803	Paul Alva Email: palva@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
City of Alhambra 111 South First Street Alhambra, CA 91801	David Dolphin Email: ddolphin@cityofalhabra.org Phone: (626) 300-1571 Fax: (626) 282-5833
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754	Bonnie Tam Email: btam@montereypark.ca.gov Phone: (626) 307-1383 Fax: (626) 307-2500
City of Pasadena P.O. Box 7115 Pasadena, CA 91109	Steve Walker Email: swalker@cityofpasadena.net Phone: (626) 744-4271 Fax: (626) 744-3823
City of Rosemead 8838 East Valley Boulevard Rosemead, CA 91770	Elroy Kiepke Email: ekiepke@willdan.com Phone: (562) 908-6278 Fax: (626) 307-9218
City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91776	Daren Grilley Email: dgrilley@sgch.org Phone: (626) 308-2806 Fax: (626) 458-2830
City of San Marino 2200 Huntington Drive San Marino, CA 91108	Cindy Collins Email: ccollins@cityofsanmarino.org Phone: Fax:

## EXHIBIT B

### Rio Hondo River and Tributaries Responsible Agency Representatives

<p>City of South Pasadena 1414 Mission Street South Pasadena, CA 91030</p>	<p>Shin Furukawa Email: <a href="mailto:sfurukawa@ci.south-pasadena.ca.us">sfurukawa@ci.south-pasadena.ca.us</a> Phone: (626) 403-7246 Fax: (626) 403-7241</p>
<p>City of Temple City 9701 Las Tunas Drive Temple City, CA 91780</p>	<p>Andrew Coyne Email: <a href="mailto:acoyne@templecity.us">acoyne@templecity.us</a> Phone: Fax:</p>