

AMENDMENT No. 2 TO FUNDING AGREEMENT
BETWEEN CITY OF LONG BEACH AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

34741

This Amendment No. 2 to the Funding Agreement (this "Amendment"), is dated as of June 29, 2020, by and between the City of Long Beach ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000MR31560, dated November 27, 2016, which was amended on December 8, 2017 (as amended, the "Existing FA"), which Existing FA provides for the Soundwall on Northbound I-605 near Spring Street (the "Project"); and

B. WHEREAS, the LACMTA Board at its June 25, 2020 meeting, increased the Project's Budget by \$2,819,033 from \$350,000 to \$3,169,033 in Measure R Funds to fund the Project Approval and Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), and Construction of the Project; and

C. WHEREAS, the LACMTA Highway Program Managing Executive Officer, on June 5, 2020, authorized and signed a Letter of No Prejudice (LONP) to the grantee, authorizing the Grantee to expend local funds prior to the execution of this FA on a reimbursable basis; and

D. WHEREAS, the Funds are currently programmed for the Project as follows: \$50,000 in Measure R Funds in Fiscal Year (FY) 2015-2016; \$100,000 in FY 2016-17; \$100,000 in FY 2017-18; \$100,000 in FY 2018-19; and \$2,819,033 in FY 2020-21. The total designated amount for Project Approval and Environmental Document (PAED) and Plans, Specifications and Estimates (PS&E) of the Project is \$3,169,033; and

E. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$3,169,033 (the "Funds") for the Project. LACMTA Board of Directors actions on December 4, 2015, October 26, 2017, and June 25, 2020 granted the Measure R Funds for the Project. The Funds are currently programmed over five years, Fiscal Years (FY) 2015-2016, FY 2016-2017, FY 2017-18, FY 2018-19, and FY 2020-21."

2. Part I, Paragraph 8 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines."

3. Part II, Paragraph 6 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to

LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

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

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to

cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6."

4. Part II, Paragraph 9 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"9. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the FA; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) funds programmed for FY 2015-16 are no longer available. Funds programmed for FY 2016-17 are subject to lapse on June 30, 2021. Funds programmed for FY 2017-18 are subject to lapse on June 30, 2022. Funds programmed for FY 2018-19 and FY 2020-21 are subject to lapse on June 30, 2023.

9.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. If the Project does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

9.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the FA.

9.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

9.5 If the GRANTEE fails to meet any of the conditions in paragraph 9.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

5. Part II, Paragraph 12 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"12. COMMUNICATIONS:

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure

to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein."

6. Attachment A-1 of the Existing FA is hereby replaced by Attachment A-2, attached.

7. Attachment B1-1 of the Existing FA is hereby replaced by Attachment B1-2, attached.

8. Attachment C-1 of the Existing FA is hereby replaced by Attachment C-2, attached.

9. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be duly executed and delivered as of the above date.

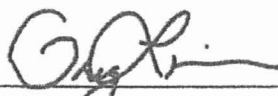
LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: 
for Phillip A. Washington
Chief Executive Officer

Date: 9/14/2020

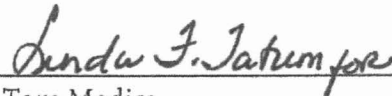
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 
Deputy

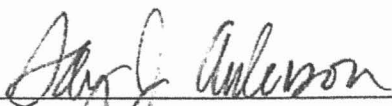
Date: 8/10/2020

CITY OF LONG BEACH

By: 
Tom Modica
City Manager
EXECUTED PURSUANT
TO SECTION 901 OF
THE CITY CHARTER.

Date: 9/4/2020

APPROVED AS TO FORM:

By: 
Charles Parkin
City Attorney

Date: Aug. 18, 2020

FTIP #: LA0G1315

ATTACHMENT A-2 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR31560

Project Title: Soundwall on Northbound 1-605 near Spring Street Project#: MR315.60

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS	\$ 150,000	\$ 100,000	\$ 100,000	\$ 2,819,033	\$ 3,169,033		\$ 3,169,033	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ 150,000	\$ 100,000	\$ 100,000	\$ -	\$ 2,819,033	\$ -	\$ 3,169,033	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ 150,000	\$ 100,000	\$ 100,000	\$ -	\$ 2,819,033	\$ -	\$ 3,169,033	100%

ATTACHMENT B1-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 920000000MR31560
 Project Title: Soundwall on Northbound I-605 near Spring Street Project#: MR315.60
PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	FY 2016-17 Qtr 3	FY 2016-17 Qtr 4	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	FY 2017-18 Qtr 3	FY 2017-18 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PA&D					\$2,829	\$21,536	\$14,282	\$4,818	\$43,464
PS&E					\$10,207	\$31,715	\$13,535	\$15,741	\$71,197
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$0	\$0	\$0	\$0	\$13,036	\$53,250	\$27,817	\$20,558	\$114,662
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$13,036	\$53,250	\$27,817	\$20,558	\$114,662
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY16-17 and FY17-18	\$0	\$0	\$0	\$0	\$13,036	\$53,250	\$27,817	\$20,558	\$114,662
SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PA&D	\$0	\$0	\$9,088	\$6,670	\$424	\$0	\$0		\$16,182
PS&E	\$18,503	\$24,603	\$74,472	\$25,047	\$14,012	\$3,435	\$13,525	\$12,500	\$186,097
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$18,503	\$24,603	\$83,561	\$31,717	\$14,435	\$3,435	\$13,525	\$12,500	\$202,279
SUM PROG LACMTA FUNDS:	\$18,503	\$24,603	\$83,561	\$31,717	\$14,435	\$3,435	\$13,525	\$12,500	\$202,279
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY18-19 and FY19-20	\$18,503	\$24,603	\$83,561	\$31,717	\$14,435	\$3,435	\$13,525	\$12,500	\$202,279
SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PA&D		\$353							\$353
PS&E	\$217,975	\$78,000	\$33,647	\$3,084					\$332,705
RW Support									\$0
Const. Support		\$72,640	\$131,000	\$115,000	\$105,000	\$105,000	\$33,000		\$561,640
RW									\$0
Construction				\$400,000	\$600,000	\$600,000	\$357,393		\$1,957,393
Total MEASURE R	\$217,975	\$150,993	\$164,647	\$518,084	\$705,000	\$705,000	\$390,393	\$0	\$2,852,092
SUM PROG LACMTA FUNDS:	\$217,975	\$150,993	\$164,647	\$518,084	\$705,000	\$705,000	\$390,393	\$0	\$2,852,092
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY20-21 and FY21-22	\$217,975	\$150,993	\$164,647	\$518,084	\$705,000	\$705,000	\$390,393	\$0	\$2,852,092
SUMMARY OF ALL FUNDS									
PA&D	\$0	\$353	\$9,088	\$6,670	\$3,253	\$21,536	\$14,282	\$4,818	\$60,000
PS&E	\$236,478	\$102,603	\$108,119	\$28,131	\$24,219	\$35,150	\$27,060	\$28,241	\$590,000
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$72,640	\$131,000	\$115,000	\$105,000	\$105,000	\$33,000	\$0	\$561,640
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$400,000	\$600,000	\$600,000	\$357,393	\$0	\$1,957,393
TOTAL MILESTONES	\$236,478	\$175,596	\$248,207	\$549,801	\$732,472	\$761,686	\$431,735	\$33,058	\$3,169,033
SUM PROG LACMTA FUNDS	\$236,478	\$175,596	\$248,207	\$549,801	\$732,472	\$761,686	\$431,735	\$33,058	\$3,169,033
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$236,478	\$175,596	\$248,207	\$549,801	\$732,472	\$761,686	\$431,735	\$33,058	\$3,169,033

ATTACHMENT C-2 SCOPE OF WORK

PROJECT TITLE:

Soundwall on NB I-605 near Spring Street

PROJECT LOCATION:

The project is located at 7890 E. Spring Street in the City of Long Beach along the east side of northbound I-605 freeway.

PROJECT LIMITS:

This project limits are on the San Gabriel River Freeway (Interstate 605) between Coyote Creek Channel and Spring Street.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

This is a Soundwall project which is an eligible Measure R Highway Operational Improvement. This project will complete Environmental and Design of one soundwall in the City of Long Beach on the east side of the I-605 near Spring Street. The soundwall will approximately be eight hundred feet (800 LF) long to preserve and enhance health and quality of life in the corridor and adjacent communities. The project is currently on the Metro Soundwall Phase 2 project list

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	\$60,000
PS&E	\$590,000
Design Subtotal	\$650,000
Construction Support	\$561,640
Construction Capital	\$1,957,393
Construction Subtotal	\$2,519,033
Total Budget	\$3,169,033

*Project budget increased to incorporate aesthetic elements per I-605 Corridor Aesthetic Master Plan, revise planting and irrigation design, drainage BMPs, Caltrans permit fees, additional potholing and ADL sampling not included in the original estimate.

SCOPE:

The Project features include, but are not limited to, the following:

I. Preliminary Design

Tasks to be performed include, but are not limited to, the following:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.

- B. Read, review and understand all aspects and goals of the Caltrans I-605 Corridor Improvement Project Alternatives, Caltrans I-605 Transportation Concept Report, Metro SR-91/I-605/I-405 Congestion Hot Spots Feasibility Report, Metro Countywide Express Lanes Strategic Plan and other plans, as these plans pertain to the widening and ultimate build-out of the San Gabriel River Freeway (I-605).
- C. Incorporate provided layout plans to be incorporated into the final design.
- D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- E. Prepare topographic mapping and Digital Terrain Model (DTM) needed for noise model analysis.
- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- G. Conduct any necessary utility potholing to verify location and depth of utilities.
- H. Conduct geotechnical investigations of San Gabriel River Freeway, between Coyote Creek Channel and Spring Street.
- I. Identify right-of-way acquisitions, utility easements, and/or vacations to provide for the optimal alignment of the soundwall, which shall incorporate roadway widening, development build outs and preservation of existing improvements and scenic character of the area.
- J. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

II. Environmental Analysis

Tasks to be performed include, but are not limited to, the following:

- A. Prepare environmental documents in compliance with CEQA and NEPA.
- B. Scope Environmental Document and Technical Studies with Caltrans District 7. Environmental Document likely to be Categorical Exemption (CE).
- C. Conduct the required technical analysis for the project, including biological field reviews, hazardous waste research, noise study, traffic counts, visual review, etc.
- D. Prepare noise study report including noise level measurements,
- E. Conduct Aerially Deposited Lead Investigation along soundwall alignment.
- F. Prepare foundation report including health and safety plan for drilling activities, soil testing and analysis, and soil stability analysis.
- G. Prepare an Initial Site Assessment (ISA) for soil disturbance to evaluate potential environmental impacts to soil, groundwater, etc.
- H. Coordinate with the City and prepare permit applications/notifications for the Project as applicable and obtain Caltrans Encroachment Permits as required
- I. ADL Report (Coordinate with Environmental Team to update documents to include ADL Investigation and Report)

III. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

- A. Prepare construction plans for the required improvements, consistent with Caltrans format and standards. At a minimum, the plan set shall include Title

Sheet, Site Plan, General Construction Notes, Horizontal & Vertical Control, Typical Sections and Structural Details.

- B. Submittal of plan set shall be delivered at 65% and 95% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD/Microstation files for all plan sheets.
- C. Prepare construction specifications consistent with current Caltrans format and Standards.
- D. Submittal of specifications shall be delivered to the City at 95% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- E. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
- F. Submittal of the engineer's construction cost estimate to the City at 65% and 95% complete and final in a spreadsheet format.
- G. Incorporate 95% Review Comments related to Soundwall Aesthetics, Landscape & Irrigation Design, Roadway Design, Drainage Design, Storm Water Quality Design, and Electrical Design.

IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, progress meetings and coordination meeting(s) with Caltrans Permit Engineer as needed, and community and other stakeholder meetings.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.
- C. Periodic progress reports to track progress, services performed, project issues/delays, etc. to accompany invoices.
- D. Maintain a Quality Assurance/Quality Control Plan throughout design.
- E. Prepare permit applications for the Project as applicable and obtain Caltrans Encroachment Permits as required such as visual inspection and site survey, ADL sampling, and construction encroachment permit.
- F. Evaluate various freeway alternatives identified in the I-605 PSR/PDS and Metro Strategic Report
- G. Obtain funding approvals from SR-91/I-605/I-405 TAC, City Council, and Metro

V. Construction Capital

- A. Construction Contract Bid Items
- B. Supplemental Work
- C. State Furnished Materials and Expenses
- D. Construction Contingencies

VI. Construction Support

- A. Construction Survey
- B. Materials Testing and Reports

FTIP #: LA0G1315
Subregion ID: I-605/SR-91/I-405 Corridors "Hot Spots"

Project#: MR315.60
Funding Agreement#: 920000000MR31560

- C. Construction Management and Inspection
- D. Labor Compliance

MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
PA&ED	06/17	01/20
PS&E	7/17	12/20
35% PS&E	11/17	1/18
65% PS&E	4/18	4/19
95% PS&E	3/19	8/19
Submittals & Reviews	9/19	12/20
Caltrans PS&E Approval (Encroachment Permit Issued)	12/20	12/20
Advertise & Bid	12/20	2/21
Award Construction Contract	3/21	5/21
Construction	5/21	2/22

ATTACHMENT C-1 -Location Map(s)

