

SECOND REVISED TASK ORDER NO. 2
OVER

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES – RFQ 739-21
SERVICE GROUP CATEGORY 1 – CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES

DATED SEPTEMBER 14, 2021

BETWEEN

THE CITY OF LANCASTER, "OWNER"
AND
DMR TEAM, INC. "CONSULTANT"

PROJECT TITLE: PWCP 20-005, SR-138 (SR-14) Avenue J Interchange Improvement
(Phase II - Caltrans Interchange)

PROJECT DESCRIPTION: Construction Management and Inspection Services

SCOPE OF WORK: Per Attached Exhibit "1", Scope of Services

PERIOD OF SERVICES: Per Attached Exhibit "2", Schedule

COMPENSATION
FOR SERVICES: Per Fee Schedule - Not to Exceed \$940,765.00

"OWNER"

"CONSULTANT"

CITY OF LANCASTER

DMR TEAM, INC.

By: _____
Trolis Niebla
City Manager

By: _____
Sam Talebian
President

Date: _____

Date: _____

Approved by Dept. Head: _____

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT “1”

SCOPE OF SERVICES

The work to be performed under this task order shall include:

- A. Task Order 2 – Scope of Services
- B. Revised Task Order 2 – Scope of Services
- C. Second Revised Task Order 2 – Scope of Services

EXHIBIT 1-A: SCOPE OF SERVICES

PROJECT DESCRIPTION AND LOCATION

Consultant shall provide Construction Management and Inspection Services for the construction of PWCP 20-005, SR-138 (SR-14) Avenue J Interchange Improvements Phase II, and supplement staff to act as:

- Construction Manager (Referred to herein as “Construction Manager (CM) Engineer” or “CM Engineer”)
- Office Engineer
- Lead Inspector
- Field Inspectors

Services include, but are not limited to Construction Management General Services, Construction Management Services, Construction Inspection Services, and Construction Closeout Activities. For reference, see PWCP 20-005 Construction Contract Documents (plans, specifications and bid schedule).

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) MEASURE R FUNDING AGREEMENT REQUIREMENTS

This work will be paid for with Los Angeles County Metropolitan Transportation Authority (LACMTA) reimbursable participating grant funds. The project funding was authorized by the LACMTA Board of Directors, at its meeting on March 27, 2014, subject to the terms and conditions contained in the Funding Agreement (“FA”) made and entered into effective as of July 28, 2014, which was amended on November 2, 2020, and on July 20, 2021 which was approved by the LACMTA Board on January 28, 2021. FA is included at the end of Exhibit 1.

The City of Lancaster has entered into a Funding Agreement with LACMTA for SR-138 (SR-14) Avenue J Interchange, LACMTA Project ID# MR330.04. Per PART II, GENERAL TERMS OF THE FA, Section 13.7 of the FA, “Grantee agrees that the applicable requirements of this FA shall be included in every contract entered into by Grantee or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.”

Applicable requirements of the referenced FA shall be included and made a part of this Task Order.

TASK 1 CONSTRUCTION MANAGEMENT GENERAL SERVICES

1.1 Project Controls System Development

a. Purpose:

To develop an integrated cost and schedule information system to provide up to date and accurate information regarding schedule, budgets, expenditures, and change orders to Construction Management (CM) ENGINEER, managers, contractors, and City staff.

The master schedule of the Project Controls System (PCS) will enable critical activities and interrelationships between the contractors, suppliers, the CITY, the CITY's Project Manager, environmental monitors, utility companies, and construction manager (including its subcontractors) to be monitored efficiently during the construction phase of the project. The master schedule will identify permit constraints, work area restrictions and other known work and/or coordination constraints.

The cost-monitoring element of the PCS will enable project-wide monitoring of expenditures for comparison with the original budgets and budget updates resulting from change orders processed during the life of the project. Monthly reporting will enable accurate cost forecasting at any time.

The automation of the above information will enable timely analysis, intervention, and decision making to enable efficient control of the project.

b. Approach:

CM ENGINEER will develop the PCS using software similar to Primavera P6, SureTrak, Microsoft Project, *Word* and *Excel* software. A master schedule will be developed summarizing all significant activities of project related entities including the contractor, equipment suppliers, the CITY project manager, and the construction manager. The schedule will be structured to include the following:

- Primary contractor work activities, including major submittals required to accomplish the work.
- Principal work activities of the CM ENGINEER's construction manager, the CITY's project manager, contractors, and suppliers.
- Activities necessary for regulatory compliance.
- Activities related to utility relocations.
- Relationships between submittals, approvals, procurement, and delivery of materials.

- Milestones associated with permitting and approvals.
- Any activity requiring coordination with the CITY, and other local utility/regulatory agencies.
- Substantial and final completion dates.

The cost accounting format will use a work breakdown structure and cost categories that will be compatible with the CITY's cost accounting system. The work breakdown structure will be based on contractor's activities and will provide the basis for cost-loading activities in the schedule.

c. Assumptions:

1. The CITY will provide a description of the CITY invoicing requirements and guidelines for project work breakdown structure and cost reporting format.
2. The initial master project schedule will be developed based on information available at the time of execution of Task Order.

d. Deliverables

1. Implementation of Project Control System.
2. Draft master project schedule.
3. Initial master project schedule following review and approval by the CITY.
4. Initial project cost.

e. Payment

Payment for Task 1.1 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.1 as required in this Scope of Work.

1.2 Weekly, Monthly Project Progress Meetings and Reports

a. Purpose:

To apprise CITY management and other stakeholders of CM ENGINEER's activities under this contract via written report and monthly meeting.

b. Approach:

CM ENGINEER will provide a brief written report covering a summary of the status and expenditures associated with each of the tasks described in this scope of work; including highlights of any unusual contractual issues that arise during the reporting

period and a listing of approved work that is beyond the boiler plate scope with a determination of who is responsible for the associated additional costs (contractor, project, etc.).

CM ENGINEER will schedule monthly progress meetings, which will provide for discussion of progress reports and issues related to (a) this agreement and (b) the construction agreements.

c. Assumptions:

1. The project monthly progress report will be provided throughout the contract period for an estimated duration of 16 months.
2. A regular monthly meeting date and time will be established. Meeting date is typically the first week of each month, the same day of the week, i.e., Monday, Tuesday, etc.
3. Written progress reports will be provided to the CITY at least 5 working days in advance of each progress meeting.
4. CITY to submit proposed changes/amendments to the monthly progress reports, in writing, to CM ENGINEER for its use.
5. Additional project budget expenditures determined to be the responsibility of the **contractor** will be addressed quarterly with adjustments being made to progress payments.

d. Deliverables

1. Monthly project progress report.
2. One-page summary report.
3. Monthly progress review meetings with minutes/summaries.

e. Payment

Payment for Task 1.2 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.2 as required in this Scope of Work.

1.3 Document Management System

a. Purpose:

To establish a system for the timely logging, filing, and tracking of project related correspondence to assure timely responses, and provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.

b. Approach:

CM ENGINEER will set up a document tracking system; using software similar to Primavera *Expedition* to maintain project files.

c. Assumptions:

1. Actual logging, filing, and tracking of project information will be performed under separate tasks and subtasks.

d. Deliverables

Implementation of a computerized document management system that includes written procedures for use of the CM ENGINEER project team

e. Payment

Payment for Task 1.3 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.3 as required in this Scope of Work.

1.4 Sub-Consultant Management

a. Purpose

To coordinate and manage sub-consultant services contracted with CM ENGINEER. Sub-consultants include inspectors, surveyors, landscape architects, materials testing consultants, biologists, and /or others secured at reasonable rates.

b. Approach

CM ENGINEER will coordinate and manage the utilization of sub-consultants for the CITY in order to comply with the terms of the contract documents and the requirements of regulatory agencies.

CM ENGINEER will work with consultants contracted directly with the CITY. CM ENGINEER will review and approve invoices provided by CITY consultants and forward said invoices to the CITY for processing and payment.

c. Assumptions

1. The CITY will retain final approval rights over invoices for CITY contracted consultants.
2. All costs associated with CM ENGINEER's sub-consultant services will be billed to the CITY in conjunction with CM ENGINEER's services on a monthly basis.

d. Deliverables

1. Copies of all sub consultant reports. Original reports will remain with CM ENGINEER until project closeout, at which time all originals will be forwarded to the CITY with the project documentation.
2. Copies of all sub-consultant invoices billed through CM ENGINEER.
3. Original invoices reviewed and approved by CM ENGINEER for CITY contracted consultants.

e. Payment

Payment for Task 1.4 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.4 as required in this Scope of Work.

1.5 Construction Management Plan

a. Purpose

To provide the CITY and CM ENGINEER with uniform procedures and standards for the administration of the construction contract.

b. Approach

CM ENGINEER will develop a procedures manual that is usable for the construction project

c. Assumptions

The final project manual will be bound in a three-ring binder to facilitate future revisions.

d. Deliverables

1. Draft project manual for review by the CITY. CM ENGINEER will an electronic copy of the draft.
2. After review and comments, CM ENGINEER will provide an electronic copy of final project manual to the CITY.

e. Payment

Payment for Task 1.5 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.5 as required in this Scope of Work.

1.6 Pre-construction Walk Through

a. Purpose

To review, document and agree to the existing conditions of the project site and neighboring area conditions prior to the start of construction.

b. Approach

Prior to the issuance of a Notice to Proceed, CM ENGINEER, the Contractor, CITY and the Cities representatives will walk the entire project and record existing conditions via a written log, still photographs, and video where required. CM ENGINEER will provide copies of all documentation to the Contractor and the CITY. CM ENGINEER will keep documentation originals in the project files until project completion.

c. Assumptions

Project walk will not take longer than two days with approximately the same amount of time to log, file and copy the information.

d. Deliverables

A written log, still photographs and any videotape depicting existing site conditions, as recorded prior to the start of construction.

e. Payment

Payment for Task 1.6 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.6 as required in this Scope of Work.

TASK 2 CONSTRUCTION MANAGEMENT SERVICES

CM ENGINEER, on behalf of the CITY, will provide construction management services for administration of the construction contract in conformance with the requirements set forth in the 2021 Greenbook Standard Specifications, City Building Permit requirements and LACMTA FA requirements, Caltrans Standard Plans and Specifications. Management services will encompass the Quality Assurance and enforcement of all construction contract requirements. CM services are to be provided to enforce construction contract requirements.

2.1 Pre-construction Conferences

a. Purpose:

To provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the CITY's administration of the contract, introduction of the participants, and record all comments and questions submitted by the contractor. This meeting also provides an understanding of the procedures to be used on the project and what the Contractor can expect from the CITY and its consultants.

b. Approach:

CM ENGINEER will schedule, prepare the agenda, chair and take minutes of the pre-construction meeting. The meeting will outline project specifics and inform the Contractor of project administration procedures.

c. Assumptions:

1. The CITY will provide the meeting venue.
2. The CITY will assist CM ENGINEER in developing the attendee list.
3. CM ENGINEER will prepare a draft agenda for CITY approval prior to the meeting.

d. Deliverables

1. Written agenda and minutes of pre-construction conference.
2. Electronic copies of pre-construction meeting minutes to the attendees.
3. Review and comment on contractor's base-line schedule.
4. Establish ground rules of coordination & communications with contractor and CITY concerning the processing and reviewing of submittals and RFI's.
5. Enforcement of Labor Compliance Requirements including completion of federal Labor Compliance Pre-job Checklist
6. Enforcement of Quality Assurance Program
7. Discussion of environmental permits requirements.
8. Discussion of utility company requirements.

e. Payment

Payment for Task 2.1 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.1 as required in this Scope of Work.

2.2 Communications and Correspondence

a. Purpose:

To provide for and/or facilitate effective communication, on behalf of the CITY and Cities, and among all stakeholders in the administration of the construction contract.

b. Approach:

CM ENGINEER will obtain all pertinent information as required to develop a project directory of all key personnel and stakeholders working on the project. CM ENGINEER will develop a graphic chart indicating the proper flow of correspondence. CM ENGINEER will log all information received from the Contractor and others, in *Expedition*. Lastly, CM ENGINEER will prepare and/or forward appropriate responses, obtaining CITY approval when required.

c. Assumptions:

1. The CM ENGINEER Correspondence Log will be used for all correspondence received from the CITY, the Contractor and others.
2. All original correspondence will remain with the CM ENGINEER project files. Only copies will be distributed, with the exception of shop drawing submittals.
3. The CM ENGINEER project files will be turned over to the CITY upon the conclusion of the project.

d. Deliverables

1. Communication flow chart.
2. Written logs of information received from the CITY, the Contractor, testing firm, citizens and/or others.

e. Payment

Payment for Task 2.2 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.2 as required in this Scope of Work.

2.3 Project Changes and Construction Change Order Management

a. Purpose:

1. To review proposed changes to the project and determine if the change is necessary and/or beneficial to the project, and if such changes constitute a change order.
2. To provide a system for logging and tracking all changes on the project.
3. To provide the CITY with assurance that the Contractor is not presenting requests to be paid for additional work included in the original contract.
4. To assure the CITY that the associated extra work costs and time extension requests are fair and reasonable to both the CITY and the Contractor.

b. Approach:

CM ENGINEER will review potential changes to the project for contractual and technical merit, prepare independent cost estimates and schedule analysis of work, discuss proposed changes with CITY, and negotiate change order costs with the Contractor. CM ENGINEER will prepare change orders with all required support documentation for execution by the CITY. CM ENGINEER will keep the CITY informed of cumulative changes in project cost and project duration. CM ENGINEER will negotiate change orders on behalf of the CITY and will use the following approach in assisting & coordinating the process with the CITY:

Requests for Changes by the CITY

1. CM ENGINEER will forward a Request for Quote (RFQ) to the Contractor for pricing and stipulation of proposed time extension, if requested work can be shown to impact the project's critical path. The RFQ shall contain a description of the extra work to fairly price the work.
2. CM ENGINEER will prepare an independent cost estimate of the extra work.
3. CM ENGINEER will review the cost quote from the Contractor for completeness, negotiate cost and time extension requests as required and, obtain CITY concurrence throughout the process. Obtain CITY authorization for proceeding with the change, based on definitive cost and time extension values.
4. Should CM ENGINEER and the Contractor be unable to negotiate a reasonable price, the CITY will be consulted prior to directing the work via alternative contract change options such as proceeding on a time and material basis or proceeding by force account.

Requests for Changes by Contractor

1. CM ENGINEER will review requests of proposed cost and/or time impacts for merit. If CM ENGINEER determines the request fails on merit, the Contractor will be informed of the reasons why the request is denied. Should CM ENGINEER determine the request has merit; CM ENGINEER will proceed with steps 2 and 3.
 2. CM ENGINEER will prepare an independent cost estimate and schedule analysis of the work.
 3. CM ENGINEER will negotiate extra work cost and time extensions with the Contractor.
 4. CM ENGINEER will prepare change order documents for approval and execution by the CITY.
- c. Assumptions:
1. CM ENGINEER will have authority to make minor changes to work that it determines to have no cost or time impacts to the construction project.
 2. CM ENGINEER will be allowed to use their own judgment regarding how best to handle cost negotiations with the Contractor, but will keep the CITY informed throughout the process.
 3. CM ENGINEER will prepare official change order documentation to be processed with the Contractor's regular application for payment.
 4. CM ENGINEER will transmit electronic copies (MS Word *.doc files) of change order documentation to the City's capital project construction group.
 5. CM ENGINEER will obtain final approval of all project cost and/or project time changes from the CITY prior to authorizing the Contractor to proceed with changes.
- d. Deliverables
1. Perform quantity and cost analysis as required for negotiation of change orders
 2. Analyze additional compensation claims that are submitted during the construction period and prepare responses.
 3. Perform claims administration including coordinating and monitoring claim responses, logging claims and tracking claim status.
 4. Change Order documentation ready for approval and execution by the CITY.

e. Payment

Payment for Task 2.3 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.3 as required in this Scope of Work.

2.4 Monthly Construction Progress Reports

a. Purpose:

To keep the CITY apprised of the project status during the prescribed construction period.

b. Approach:

CM ENGINEER will prepare a monthly report that provides construction status to the CITY and other involved parties. The monthly report shall contain the following:

1. Status of contractor's schedule and what the contractor is doing to maintain or catch up if the schedule has slipped. While the focus will be on critical path items, other items that might become critical will be discussed in the report.
2. Construction and Construction Manager's costs incurred for the month.
3. Cash flow projections for both the Contractor and Construction Manager.
4. Identify actual and potential problems associated with the construction project and consult with the City Project Manager.
5. Evaluate Cost Reduction Incentive Proposals (CRIP) and provide recommendations to the Engineer for acceptance or denial.
6. Potential Issues, pending change orders and executed change orders.
7. Photographs to show construction activities and for clarity regarding special issues.
8. Other information deemed necessary for the CITY to have a concise understanding of the construction Projects.

c. Assumptions:

The CITY will assist CM ENGINEER in the initial formatting of the first report

d. Deliverables

1. Monthly progress report.
2. One-page summary report for distribution to Senior CITY staff or elected officials.

e. Payment

Payment for Task 2.4 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.4 as required in this Scope of Work.

2.5 Schedule Monitoring

a. Purpose:

To monitor and review the Contractor's schedule, after acceptance of the baseline schedule, to ensure that the project is not being delayed over issues within the control of the Contractor

b. Approach:

CM ENGINEER will develop procedures, using available software, to review the Contractor's monthly schedule updates for logic, duration, and resource changes. CM ENGINEER will notify the Contractor of discovered changes and document the Contractor's response, for the record. CM ENGINEER will keep the CITY informed of the Contractor's current construction schedule.

c. Assumptions:

Contract specifications will require the Contractor to use Critical Path Method (CPM) scheduling tools/software. The preferred scheduling software is P6 or Sure Trak by Primavera. Schedules presented in Gantt charts will not be accepted.

d. Deliverables

1. CM ENGINEER will prepare and transmit to the Contractor schedule review comments.
2. Monthly review of contractor's schedule updates and provides a summary to CITY on schedule status and impact of changes to completion date.
3. Monitor and facilitate utility coordination with various utility companies and the Contractor. In corporate relocations in the schedule and report any delays and impacts to the completion date.

e. Payment

Payment for Task 2.5 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.5 as required in this Scope of Work.

2.6 Cost Monitoring

a. Purpose:

To provide the CITY with a system that is easy to understand and provides up-to-date cost information for making timely decisions.

b. Approach:

Using a combination of software like *Expedition* and *Excel*, CM ENGINEER will generate spreadsheets and graphs for the purpose of monitoring anticipated and actual cost outlays.

c. Assumptions:

The CITY will provide direction regarding desired cost monitoring information and report formats.

d. Deliverables

1. Monthly cost monitoring reports in a format to be determined.
2. Monthly progress report for the CITY describing key issues, cost vs. budget status, and schedule status.

e. Payment

Payment for Task 2.6 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.6 as required in this Scope of Work.

2.7 Progress/Coordination Meetings

a. Purpose:

To provide a forum for the review of the project status, the look-ahead schedule including activity sequence and duration, schedule for delivery of long lead items, outstanding Request for Information (RFI), submittals, and other project issues.

b. Approach:

CM ENGINEER will conduct weekly progress/coordination meetings, to be attended by the CITY, the Contractor, CM ENGINEER and other invitees. CM ENGINEER will request the CITY, and the Contractor to submit agenda items for the meetings. Using the proposed agenda items and agenda items developed in house, CM ENGINEER will prepare a comprehensive agenda for the meeting and distribute the agenda to all parties scheduled to attend. Following the meeting, CM ENGINEER will distribute meeting minutes, requesting either the concurrence of

those who attended, or suggested corrections to the minutes. Minutes will be filed as either approved or amended.

c. Assumptions:

1. The CITY's and Contractor's staffs will be able to meet on a regular basis with minimal absences.
2. The meeting room will be able to seat a minimum of 15 people.
3. Meetings will not take place more than once a week and will not last longer than one hour.
4. The Contractor will submit a look-ahead schedule (2 or 3 weeks) at each meeting.

d. Deliverables

1. Agenda with status of open items from previous meetings.
2. Meeting minutes, for review, with action items noted.
3. Amended meeting minutes, if required.
4. Submittal, Issues log, Change Order log and RFI and RFQ working logs.

e. Payment

Payment for Task 2.7 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.7 as required in this Scope of Work.

2.8 Monthly Construction Progress Reports

a. Purpose:

To verify that the Contractor's request for payment does not represent more than an amount that is reasonable for the work done on a monthly basis. To prepare progress payment recommendations on behalf of the CITY for work completed and materials stored on hand (if allowed).

b. Approach:

CM ENGINEER will review and approve the Contractor's monthly progress based on the percentage of work activities complete. The Contractor will submit a certified application for payment to CM ENGINEER for final review. Once approved, CITY will prepare a payment application certificate, using software similar to Excel, for approval and execution by the CITY.

c. Assumptions:

1. The CITY will make payments in accordance with the contract stipulations and State Law to the Contractor once each month.
2. The CM ENGINEER will use software that is acceptable to the CITY for use preparing progress payment application certificates.

d. Deliverables

1. Contractor's certified application for payment.
2. Progress payment request documents suitable for approval and execution by the CITY.

e. Payment

Payment for Task 2.8 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.8 as required in this Scope of Work.

2.9 Safety

a. Purpose:

To review the Contractor's work site safety and notify the Contractor of unsafe conditions, as observed. Implement the CAL OSHA Safety Orders requirements for providing safe work site conditions.

b. Approach:

CM ENGINEER will observe contractors' work area. Contractor is to be informed if unsafe work conditions and/or areas are observed. Immediate shutdown of contractors' work may be required if conditions endanger property and/or life. Random attendance of contractor's tailgate meeting will be performed at the CM Engineer's discretion. CM ENGINEER will conduct its own bi-weekly staff safety meeting to discuss specific safety procedures and issues relating to current or upcoming construction activities requiring unique safety procedures.

c. Assumptions:

1. Contract document requires Contractor to submit its safety program and safety officer prior to the start of work
2. Contract documents or Contractor's safety program requires contractor to submit accident reports.
3. CM ENGINEER assumes no responsibility for safety of Contractor's work areas.

4. CM ENGINEER assumes no responsibility for implementation of Contractor safety program or its construction means and methods.

d. Deliverables

1. Accident reports from Contractor.
2. Bi-weekly safety meeting minutes
3. Copies of safety issues discussed during contractor's tailgate meetings.

e. Payment

Payment for Task 2.9 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.9 as required in this Scope of Work.

2.10 Payment Submittal Management and Review

a. Purpose:

To provide an efficient means of processing and reviewing submittals, including working drawings, shop drawings, product data, sample and other items furnished in accordance with Specifications, from the Contractor and forwarding applicable submittals to the CITY as may be appropriate.

b. Approach:

Using software similar to *Expedition*, CM ENGINEER will develop a comprehensive submittal list for distribution to the Contractor and the CITY. CM ENGINEER will update and submit status submittal logs for review at each coordination meeting. CM ENGINEER will work with the Contractor and the CITY (where applicable) to encourage timely submission, review and approval of submittals as outlined in the Contract Documents, prior to inclusion of submitted materials in the progress of the work. In addition, CM ENGINEER will perform the engineering reviews and approvals for working drawings and calculations provided by the Contractor in accordance with 2021 Greenbook Standard Specifications and within the review timeframes as specified in the applicable sections of the contract documents and specifications. The following steps will be taken in reviewing the Contractor's submittals:

1. Log all submittals by Specification Section.
2. Ensure that the Contractor has provided a complete submittal, coordinated with the work of other trades, and that all deviations have been noted. Submittal is returned to the contractor if it is not complete.

3. Construction Manager reviews submittal for general compliance with the specification.
 4. Applicable Submittals are forwarded to the CITY for formal review. Submittal status is logged.
 5. Submittals sent to the CITY are returned to CM ENGINEER. Submittal status is logged.
 6. CM ENGINEER to perform engineering review of submittals, including but not limited to, working drawings and calculations furnished in accordance with 2021 Greenbook Standard Specifications.
 7. Approved submittals are returned to the Contractor for use in work. Submittal status is logged.
 8. CM ENGINEER to inform Contractor if a re-submittal is required.
- c. Assumptions:
1. CM ENGINEER will not be responsible for errors or omissions in submittal lists.
 2. Coordination and submission of submittals in accordance with requirements of the contract is the responsibility of the Contractor.
 3. CITY will provide a listing of submittals to be reviewed by the CITY's Project Manager or other CITY staff.
 4. CM ENGINEER will not make an exhaustive review of Contractor's submittals except as noted above.
 5. CM ENGINEER will forward to the Designer all submittals designated by the CITY to be reviewed and approved by Designer. These submittals are typically for pre-manufactured materials and assemblies specified in the Contract.
- d. Deliverables
1. Submittal status log.
 2. Check Calculations, where required.
 3. Copy of all approval letters, approved working drawings, submittals and final submittal log.
 4. Request for Information (RFI) Management

e. Payment

Payment for Task 2.10 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.10 as required in this Scope of Work.

2.11 Request for Information (RFI) Management and Review

a. Purpose:

To provide an efficient means of processing Requests for Information (RFIs) submitted by the Contractor. The efficient management of RFIs permits timely communication between the CM and the Contractor.

b. Approach:

CM ENGINEER will receive, log and review all RFIs for completeness and verify the question is reasonable and understandable. CM ENGINEER will provide a short technical review of the RFI to determine if the issue is addressed adequately in the contract documents. CM ENGINEER will return the RFI if the question is unclear or, in the opinion of CM ENGINEER staff, the answer is contained in the contract documents, noting where the requested information can be found in the contract documents. CM ENGINEER will track RFIs, using the software similar to Expedition, and facilitate the timely response from the CITY.

c. Assumptions:

The CM will respond with an answer to all RFIs within the contract stipulated time period for response. Facsimile or e-mail will be used to forward RFIs to the CITY and return responses to the Contractor, with original documents to follow

d. Deliverables

1. Comprehensive log of all outstanding RFIs and their status.
2. Prepare responses to RFI's related construction issues
3. Transmit design related RFI's to CITY Project Manager.
4. Conduct meetings with the Contractor and other parties as needed to discuss and resolve RFI's.

e. Payment

Payment for Task 2.11 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.11 as required in this Scope of Work.

2.12 Document Management

a. Purpose:

To provide the CITY with an electronic means of tracking all documents exchanged between the parties involved in the construction of the project.

b. Approach:

CM ENGINEER will use software similar to Primavera *Expedition* and the CM ENGINEER File Documents will be scanned into the document control system and attached to the file index categories. All documents will be filed as an electronic file and hardcopy.

c. Assumptions:

1. CM ENGINEER will use software similar to Primavera *Expedition*.
2. The CITY may or may not use the chosen software

d. Deliverables

1. Comprehensive logs of all documents in the project files (electronic and hardcopy). Electronic files shall not require special software to read or access.
2. All hardcopy project documents exchanged on the project between the various parties.
3. Establish and process project control documents to include:
 - Daily inspection and Resident Engineer's diaries
 - Weekly News Letter and Weekly Statement of Working Days
 - Monthly progress report and monthly progress pay estimate
 - RFI's, Submittals
 - Correspondences with Contractor, Permitting Agencies, Utility Companies, Regulatory Agencies, and other stake holders
 - Survey requests and survey notes
 - Materials receipts, materials testing results, and certificate of compliance
 - Mix designs for PCC, CTPB, AC, AB

e. Payment

Payment for Task 2.12 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.12 as required in this Scope of Work.

2.13 Review Certified Payroll

a. General

City will contract separately with a Labor Compliance company to verify certified payrolls and conduct employee interviews. CM to coordinate with the Contractor on providing certified payroll reports in conformance with the provisions of the contract and applicable State and Federal Law.

b. Payment

Payment for Task 2.13 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.13 as required in this Scope of Work.

TASK 3 CONSTRUCTION INSPECTION SERVICES

3.1 Inspection and Documentation

a. Purpose:

To provide the CITY with Capital Improvement Program (CIP) Inspection Services and documentation of construction activities, duration of activities, manpower and equipment allocation, inspections for contract compliance, and work conditions. The City shall provide Building and Safety inspections for the permit.

b. Approach:

CM ENGINEER will provide experienced and qualified inspectors. Inspectors will document the Contractors' daily activities, manpower loading, on-site equipment and items considered pertinent to the project. Construction contractor may be working on site 24 hours per day. CM services are to be provided to enforce the construction contract requirements. CM ENGINEER will coordinate and manage the utilization of CM ENGINEER's inspectors for the purpose of providing daily inspections and/or special inspections as deemed necessary and beneficial for proper completion of the project, or, at the CITY's direction, CM ENGINEER will negotiate and enter into sub-consultant agreements with qualified inspectors including special inspectors, as needed.

c. Assumptions

1. CM ENGINEER shall provide inspectors who are certified, experienced and qualified for the inspection and contract compliance as required.
2. All inspections will be within the project limits.

d. Deliverables

1. The Inspectors will ensure compliance with all aspects of this construction contract by continuously monitoring, evaluating, approving or rejecting the contractor's work in accordance with the approved construction contract.
2. CM ENGINEER Inspector's daily and/or special inspection reports maintained in the CM ENGINEER project files and turned over to the CITY at the completion of the project. Copies of these daily reports will be submitted on a weekly basis or upon request.
3. Take and maintain digital photographs and videos as necessary to provide documentation of construction activities. All photos will be logged, dated and kept at the field office in a bound folder (hard copies and CD copy).
4. Verify field measurements for compliance with contract plans and specifications and provide quantity calculations for progress payments.
5. Continue to update an As-Built set of plans and review contractor's marked set.
6. Conduct weekly project meetings, prepare and distribute to all designated parties.
7. Review the updated construction schedule and maintain record.
8. Review laboratory, shop and mill test reports of materials and equipment, and coordinate with the CITY as required, to ensure compliance with contract and to guard against defects and deficiencies in the project work.
9. As appropriate, require special inspection or testing, or make recommendations to the CITY regarding special inspections or testing of work not in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed. Subject to review by CITY, Inspector may reject work which does not conform to the provisions of the contract and approving agencies.
10. Establish and process job control documents including:
 - Daily inspection diaries
 - Weekly CM Newsletter
 - Monthly construction progress payment

- Request for information
- Materials receipts
- Weigh master certificates
- Materials submittals
- Weekly statements of working days
- Construction change orders
- Review of certified payrolls

e. Payment

Payment for Task 3.1 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.1 as required in this Scope of Work.

3.2 Materials Testing, Construction Testing & Quality Assurance Program (QAP)

a. Purpose:

To provide project site and laboratory testing of construction materials used in the project for the purpose of determining quality and acceptability of materials and workmanship incorporated into the project and in compliance with the contract documents.

b. Approach:

CM ENGINEER will coordinate and manage the utilization of the materials and testing laboratory for the purpose of providing laboratory and field-testing of materials in accordance with test methods and frequencies specified in the contract documents.

c. Assumptions:

1. CM ENGINEER shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.
2. CM ENGINEER will insure the implementation of the Quality Assurance Program for source inspections, materials acceptance, and special inspections as required by the contract.
3. All material testing, materials acceptance and special inspections will be within the project limits or as required by the contract.

4. Contractor must formally request testing in writing. If no formal request is made (at what time), the CM will ensure the contractor will stop the effected work until testing is complete and materials are deemed acceptable.

d. Deliverables

1. Laboratory test reports maintained in the CM ENGINEER project files and turned over to the CITY at the completion of the project.
2. Summary sheet of all test reports submitted by others to substantiate compliance with contract documents.
3. Summary sheets of all Certificates of Compliance or source release tags furnished by the Contractor along with the applicable delivered materials at the job site.
4. Testing summary sheets.
5. Coordinate source inspections and special inspections as required by the contract document and the Quality Assurance Program.

e. Payment

Payment for Task 3.2 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.2 as required in this Scope of Work.

3.3 Review and maintain “As Constructed Schedule”

a. Purpose:

To track contractor’s progress during construction of the project.

b. Approach:

CM ENGINEER will use the daily inspection reports prepared by CM ENGINEER inspectors, the contractors’ schedule, site observations, and other sources of information, to track and document the contractor’s actual progress. The contractor’s baseline critical path schedule or most recent accepted update will be used as a basis for comparing planned versus actual progress. The CPM software described in Section 3 will be used to track the contractor’s progress and build a schedule based on the contractor’s activities.

c. Assumptions:

Monitoring will be on a continuous basis and the “as constructed” schedule will be updated monthly.

d. Deliverables

An “As Constructed Schedule” with one electronic file (readable by software used by the CITY) and one hardcopy.

e. Payment

Payment for Task 3.3 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.3 as required in this Scope of Work.

3.4 Maintain Photographic and Video Records of Construction Progress

a. Purpose:

To provide the CITY with a photographic record of the project, before, during and after construction.

b. Approach:

Using digital photography, and construction video recording cameras, CM ENGINEER will record the Contractor's progress during construction on a daily basis or otherwise as approved by the CITY. Care will be taken to record all items and/or conditions that have or may have a bearing on claimed extra work. Still photographs will be labeled with captions indicating subject matter, date taken, and any description required to further clarify the item/issue being photographed.

c. Assumptions:

All photographs will remain at the CM ENGINEER office until the end of the project. Video will be recoded and saved as part of the project records.

d. Deliverables

1. A detailed photographic history of all phases of the project will be maintained in an album and the photographs will be indexed for ease of retrieval. Each photograph will be labeled as to location, direction of view, date, time, and description of work. Photos will include, but not be limited to, the following:

- Showing existing conditions prior to construction
- When opening or changing a detour
- Barricade placement
- Disputed work item
- Work that has to be duplicated, replaced or removed

- Completed work
- Extra work

e. Payment

Payment for Task 3.4 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.4 as required in this Scope of Work.

3.5 Review and Maintain “As Built” Drawing

a. Purpose:

Review and Maintain “As Built” Drawings

b. Approach:

CM ENGINEER will monitor the contractor’s required record drawings on a monthly basis. In addition to monitoring the contractor’s drawings, CM ENGINEER will maintain a copy of the contract plans for the project. CM ENGINEER will ensure that items that may not normally be shown on the contractor’s set of record drawings, but are of importance to the CITY are included in the as-built drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

c. Assumptions:

1. Contract documents will require contractor to prepare redline as-built drawings to reflect as- built conditions during the course of construction.
2. The CM ENGINEER will be responsible for ensuring the contractor maintains red line changes and will be responsible for making redline changes to one complete set of plans.
3. CM ENGINEER will assist in answering questions regarding the red line drawings, providing sketches or other clarifications to the CITY’s Project Manager for preparation of final as built record drawings.

d. Deliverables

One set of marked up contract drawings. This set will be in addition to the contractor’s marked up set of contract drawings.

e. Payment

Payment for Task 3.5 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.5 as required in this Scope of Work.

3.6 Final Inspection and Punch-list

a. Purpose:

To identify elements of construction requiring correction prior to final acceptance by the CITY.

b. Approach:

CM ENGINEER will perform a project inspection of the completed construction following substantial completion. During the inspection, the CM ENGINEER will develop a list of contract work requiring correction or rework. The written list of deficient work (punch-list) will be delivered to the CITY and CONTRACTOR within three (3) working days of the final inspection. The final punch-list will include items to be corrected that were identified previously during the course of construction.

c. Assumptions:

1. The CITY will identify any key CITY or other agency personnel (Fire Department, County Health, etc.) to be included in the final inspection.
2. CM ENGINEER will contact and schedule all required final inspection personnel 48 hour prior to the final inspection.
3. CM ENGINEER will prepare the final punch-list.

d. Deliverables

Final punch-list

e. Payment

Payment for Task 3.6 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.6 as required in this Scope of Work.

3.7 Final Acceptance – Punch List Assistance

a. Purpose:

To provide the CITY with reasonable assurance that the work of the project has been completed in compliance with the general intent of the contract documents.

b. Approach:

CM ENGINEER will coordinate a walk-through with the CITY and the Contractor. CM ENGINEER, with assistance from the CITY, will prepare a punch list indicating all deficiencies and/or omissions noted in the walk-through. CM ENGINEER will then forward the punch list to the Contractor for correction of the work in accordance with timelines defined in the contract. CM ENGINEER, in conjunction with the CITY as necessary, will inspect items on the punch list once the Contractor has notified the CM ENGINEER that the work is complete. Completed items on the punch list will be signed off by the CM ENGINEER. Upon completion of the punch list work the CM ENGINEER will notify the CITY that the work is complete and forward a copy of the completed punch list.

c. Assumptions:

CM ENGINEER will provide a preliminary punch list of outstanding work items to the Contractor. CM ENGINEER will ensure all punch list items are completed prior to requesting a final walk-through from the CITY.

d. Deliverables

Completed and signed-off punch-list submitted to the CITY with the closeout documents.

e. Payment

Payment for Task 3.7 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.7 as required in this Scope of Work.

TASK 4 – CONSTRUCTION CLOSEOUT ACTIVITIES

4.1 Contract Closeout

a. Purpose:

To provide the CITY with final closeout documentation, including any permit completion documentation.

b. Approach:

CM ENGINEER will turn over all project files, contract correspondence and documents including final logs at time of project completion.

c. Assumptions:

CITY will file final Notice of Completion and Acceptance of Work.

d. Deliverables

1. Notice of Completion form for CITY.
2. Notices of Completion for any Permits, including “duplicate” permits for project and documentation showing the Notice of Termination has been recorded.
3. Copy of the Contractor’s performance bond, good for the warranty period.
4. Final project documentation in accordance with City requirements

e. Payment

Payment for Task 4.1 shall be included in the Task 4 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4.1 as required in this Scope of Work.

4.2 Project As-Built Drawings

a. Purpose:

To provide the CITY with accurate record drawings indicating all changes and as- built conditions.

b. Approach:

In addition to monitoring the Contractor’s record drawings, CM ENGINEER will maintain a copy of up-to-date contract plans for the purpose of aiding the CITY’s Project Manager in final review of the record drawings.

c. Assumptions:

1. The Contractor will be responsible for preparing the record drawings in both reproducible and electronic formats.
2. CM ENGINEER will assist the CITY’s Project Manager in review and final approval of the as-built record drawings.

d. Deliverables

One set of contract drawings indicating recorded changes to the contract, as maintained by CM ENGINEER. This set will be in addition to the Contractor's marked up set of contract drawings. Provide one copy of the revised Mylar drawings. The design consultant will prepare the record drawings for the project.

e. Payment

Payment for Task 4.2 shall be included in the Task 4 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4.2 as required in this Scope of Work.

4.3 Final Payment

a. Purpose:

To provide the CITY with the final contract cost and final balance due the Contractor. Also prepare Report of Expenditures including all necessary attachments.

b. Approach:

Following completion of the contract work, CM ENGINEER will determine the final quantities and cost of all outstanding unit price work and all outstanding approved change order work. CM ENGINEER will prepare for the CITY and the Contractor, a final balancing change order quantifying the final contract amount. Contractor will include amount of final balancing change order in submission of last certified application for payment, submitted to CM ENGINEER. Once approved, CM ENGINEER will forward application for payment to the CITY for final approval and processing.

c. Assumptions:

1. There are no outstanding issues or claims.
2. The CITY is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment.

d. Deliverables

1. Final Pay Estimate including finalized bid items, claims, change orders, punch-list items, and corrected shop drawings.
2. Contractor's last certified application for payment with application certificate.

e. Payment

Payment for Task 4.3 shall be included in the Task 4 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4.3 as required in this Scope of Work.

4.4 Final Payment

a. Purpose:

To assist City during any future audits of the project.

b. Assumptions:

City may be audited one or more times following project close-out. The City will issue a future task order to pay for support services during any such audits, should they request these services.

c. Deliverables

CM Engineer will participate in the audit process at the City office and provide any and all documentation from the project as requested by the auditors, and attend meetings as needed.

d. Payment

Payment for Task 4.4 shall be included in the Task 4 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4.4 as required in this Scope of Work.

**AMENDMENT No.2 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF LANCASTER AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 2 to the Funding Agreement (this "Amendment"), is dated as of July 20, 2021 by and between the City of Lancaster ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. Grantee and LACMTA entered into that certain Funding Agreement No. 9200000FAMR33004, dated July 28, 2014, which was amended on November 2, 2020, (the "Existing FA"), which Existing FA provides for the SR-138 (SR-14) Avenue J Interchange Project (the "Project"); and
- B. WHEREAS, the Grantee desires to increase the Project's budget of I-5/SR-14 HOV Surplus Measure R by \$8,769,200 from \$21,274,943 to \$30,044,143. This amount is within the Board authorized budget increase for the Project, the total new Project budget is \$30,044,143 which was approved by the LACMTA Board on January 28, 2021; and
- C. WHEREAS, the Funds are currently programmed for the Project as follows \$3,300,000 in Measure R Funds in Prior Years, \$6,700,000 in Measure R Funds in FY 2019-20, \$1,000,000 in Measure R Funds in FY 2020-21, \$8,569,200 in Measure R Funds in FY 2021-22, \$8,274,943 in Measure R Funds in FY 2022-23, and \$2,200,000 in Measure R Funds in FY 2023-24. The total designated amount for the Project is \$30,044,143; and
- D. 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 \$30,044,143 (the “Funds”) for the Project. LACMTA Board of Directors actions on March 27, 2014, June 25, 2020, and January 28, 2021, granted the Measure R Funds for the Project. The Funds are currently programmed in Fiscal Years: \$3,300,000 in Prior Years; \$6,700,000 in FY 2019-20; \$1,000,000 in FY 2020-21; \$8,569,200 in FY 2021-22; \$8,274,943 in FY 2022-23 and \$2,200,000 in FY 2023-24.”
2. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:
 - “(vii) Expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed in Prior Years have been expended and are no longer available. All Funds programmed for FY2019-20 are subject to lapse by June 30, 2024.”
 - (viii) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. FY 2020-21 are subject to lapse by June 30, 2023. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024. FY 2022-23 are subject to lapse by June 30, 2025. FY 2023-24 are subject to lapse by June 30, 2026.”
3. Attachment A-1 of the Existing FA is hereby replaced by Attachment A-2, attached.
4. Attachment B1-1 of the Existing FA is hereby replaced by Attachment B1-2, attached.
5. Attachment C-1 of the Existing FA is hereby replaced by Attachment C-2, attached.
6. Attachment E-1 – TIP Sheet of the Existing FA is hereby replaced by Attachment E-2, attached.
7. 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.

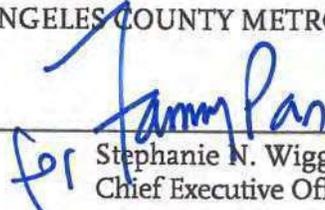
FTIP #: LA0G928
Subregion ID: State Route 138 Capacity
Enhancements

Project#: MR330.04
Amendment No. 2
FA# 9200000FAMR33004

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: 
for Stephanie N. Wiggins
Chief Executive Officer

Date: 3/16/2022

APPROVED AS TO FORM:

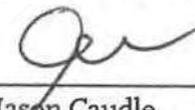
RODRIGO A. CASTRO-SILVA
Acting County Counsel

By: 
Deputy

Date: 12/9/2021

GRANTEE:

CITY OF LANCASTER

By: 
Jason Caudle
City Manager

Date: 3-7-22

APPROVED AS TO FORM:

By: 
Allison E. Burns
City Attorney

Date: 3/1/22

ATTACHMENT A-2 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 9200000FAMR33004

Project Title: SR-138(SR-14) Avenue J Interchange Project#: MR330.04

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2019-20	FY2020-21	FY2021-22	FY2022-23	FY2023-24	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
Measure R Funds	\$ 3,300,000	\$ 6,700,000	\$ 1,000,000	\$ 8,000,000	\$ 2,274,943		\$ 21,274,943	71%
I-5/SR-14 HOV Surplus-Measure R	\$ -	\$ -	\$ -	\$ 569,200	\$ 6,000,000	\$ 2,200,000	\$ 8,769,200	29%
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ 3,300,000	\$ 6,700,000	\$ 1,000,000	\$ 8,569,200	\$ 8,274,943	\$ 2,200,000	\$ 30,044,143	100%
OTHER SOURCES OF FUNDING:								
							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	0%						
TOTAL PROJECT FUNDS	\$ 3,300,000	\$ 6,700,000	\$ 1,000,000	\$ 8,569,200	\$ 8,274,943	\$ 2,200,000	\$ 30,044,143	100%

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

Measure R Program - Funding Agreement Projects - FA# 9200000FAMR33004

Project Title: SR-138(SR-14)/Avenue J Interchange Project#: MR330.04

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	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	FY 2022-23 Qtr 1	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS PHASE I:									
PAED	\$200,000								\$200,000
PS&E	\$300,000								\$300,000
RW Support									\$0
Const. Support		\$100,000	\$100,000	\$50,000					\$250,000
RW									\$0
Construction		\$1,400,000	\$1,400,000	\$1,769,200					\$4,569,200
Total PHASE I	\$500,000	\$1,500,000	\$1,500,000	\$1,819,200	\$0	\$0	\$0	\$0	\$5,319,200
MEASURE R FUNDS PHASE II:									
PAED	\$1,687,745								\$1,687,745
PS&E	\$1,915,358	\$250,000							\$2,165,358
RW Support		\$50,000							\$50,000
Const. Support				\$200,043	\$300,000	\$350,000	\$171,797		\$1,021,840
RW		\$350,000							\$350,000
Construction				\$1,550,000	\$3,700,000	\$4,150,000	\$1,850,000	\$3,000,000	\$14,250,000
Total PHASE II	\$3,603,103	\$650,000	\$0	\$1,750,043	\$4,000,000	\$4,500,000	\$2,021,797	\$3,000,000	\$19,524,943
SUM PROG LACMTA FUNDS:	\$4,103,103	\$2,150,000	\$1,500,000	\$3,569,243	\$4,000,000	\$4,500,000	\$2,021,797	\$3,000,000	\$24,844,143
OTHER NON LACMTA FUNDING:									
LOCAL:									
Total LOCAL	\$0	\$0							
SUM NON-LACMTA FUNDS :	\$0	\$0							
PROJECT FUNDING FY20-21 and FY21-22	\$4,103,103	\$2,150,000	\$1,500,000	\$3,569,243	\$4,000,000	\$4,500,000	\$2,021,797	\$3,000,000	\$24,844,143
SOURCES OF FUNDS	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS PHASE I:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total PHASE I	\$0	\$0							
MEASURE R FUNDS PHASE II:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction	\$3,000,000			\$2,200,000					\$5,200,000
Total PHASE II	\$3,000,000	\$0	\$0	\$2,200,000	\$0	\$0	\$0	\$0	\$5,200,000
SUM PROG LACMTA FUNDS:	\$3,000,000	\$0	\$0	\$2,200,000	\$0	\$0	\$0	\$0	\$5,200,000
OTHER NON LACMTA FUNDING:									
LOCAL:									
Total LOCAL	\$0	\$0							
SUM NON-LACMTA FUNDS :	\$0	\$0							
PROJECT FUNDING FY21-22, FY22-23 and FY23-24	\$3,000,000	\$0	\$0	\$2,200,000	\$0	\$0	\$0	\$0	\$5,200,000
SUMMARY OF ALL FUNDS									
PAED	\$1,887,745	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,887,745
PS&E	\$2,215,358	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,465,358
RW Support	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Const. Support	\$0	\$100,000	\$100,000	\$250,043	\$300,000	\$350,000	\$171,797	\$0	\$1,271,840
RW	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000
Construction	\$3,000,000	\$1,400,000	\$1,400,000	\$5,519,200	\$3,700,000	\$4,150,000	\$1,850,000	\$3,000,000	\$24,019,200
TOTAL MILESTONES	\$7,103,103	\$2,150,000	\$1,500,000	\$5,769,243	\$4,000,000	\$4,500,000	\$2,021,797	\$3,000,000	\$30,044,143
SUM PROG LACMTA FUNDS	\$7,103,103	\$2,150,000	\$1,500,000	\$5,769,243	\$4,000,000	\$4,500,000	\$2,021,797	\$3,000,000	\$30,044,143
SUM NON-LACMTA FUNDS	\$0	\$0							
TOTAL PROJECT FUNDING	\$7,103,103	\$2,150,000	\$1,500,000	\$5,769,243	\$4,000,000	\$4,500,000	\$2,021,797	\$3,000,000	\$30,044,143

ATTACHMENT C-2 SCOPE OF WORK

PROJECT TITLE:

SR-138(SR-14) Avenue J Interchange

PROJECT LOCATION:

The project is located in the City of Lancaster, at the Avenue J/SR138 (SR-14) interchange and surrounding area.

PROJECT LIMITS:

This project limits are on the SR138 (SR-14) between Lancaster Boulevard and Avenue J-8, on Avenue J between 15th Street West and 25th Street West, on 20th street West from Avenue J to Avenue J-8, and on 22nd Street West from Avenue J to Avenue J-4.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to improve operational capacity at the interchange and surrounding local streets eliminating congestion, while improving wayfinding and other context sensitive solutions.

PROJECT BACKGROUND:

The City of Lancaster has realized the need to improve the operational capacity of this interchange. It is a priority for the City of Lancaster, due to the Avenue J commercial/retail corridor, historic downtown Lancaster ("The Blvd"), and medical corridor (future Medical District) that it serves, however funding has never been available. Funding made available through the Measure R SR-138 Capacity Enhancements will improve the interchange, improve mobility between the freeway and local streets and enhance safety.

Metro executed a Funding Agreement for the project on November 13, 2014. The City of Lancaster completed the PSR(PDS) in November 2016, completed the PA&ED in September 19, 2019 and is currently completing the PS&E for the project and construction is scheduled to begin in early 2021. Current estimates for the proposed improvements are higher than the original budget. The Board approved the reallocation of funds in June 2020. Metro executed a Funding Agreement Amendment on April 19, 2021. The City of Lancaster also proposed to supplement the current funding with a portion of the SR-14/I-5 surplus funds originally allocated to the Avenue M interchange. The Board approved the reallocation of funds in January 2021. With the SR-14/I-15 surplus funds the project will be fully funded through construction.

To expedite construction start, the City split the project into two phases. Phase 1 is the local roadway component that can be completed ahead of the Phase 2 Caltrans portion of the project. The design for the local portion is complete and the City advertised phase 1 in September 2020 and awarded the construction contract in January 2021. The phase 2 project is scheduled to advertised in the fall of 2021.

PROJECT BUDGET PHASE I:

COMPONENT	AMOUNT
PA/ED (Complete)	\$200,000
PS and E	\$300,000
R/W Support	\$0
R/W Capital	\$0
Construction Support	\$250,000
Construction Capital	<u>\$4,569,200</u>
Total Budget	\$5,319,200

PROJECT BUDGET PHASE II:

COMPONENT	AMOUNT
PA/ED (Complete)	\$1,687,745
PS and E	\$2,165,358
R/W Support	\$50,000
R/W Capital	\$350,000
Construction Support	\$1,021,840
Construction Capital	<u>\$19,450,000</u>
Total Budget	\$24,724,943

SCOPE PHASE I:

The Phase I improvements were accelerated to initiate construction on the Local Roadway portion of the project without waiting for final approvals from Caltrans on the Caltrans freeway portion of the project. This has allowed the construction of the project to begin sooner and help the completion of the entire project.

The Local roadway project includes mobility enhancements along Avenue J on both sides of the freeway, between 15th Street West and 25th Street West by adding buffered bike lanes in both directions along with pedestrian facility upgrades. The improvements include revisions to medians and channelization at the intersections and restriping the roadway, which requires upgrades to the median hardscape improvements with minimal landscaping. These improvements can be completed prior to the Caltrans portion of the project and will reduce the overall time of the construction duration of the Caltrans portion.

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 to accomplish Project tasks as outlined. Meetings expected between the Consultant and City to coordinate construction of the improvements.
- 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.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management support, award a contract for construction and to perform the following tasks:

- A. Conduct a “Groundbreaking” ceremony for the project.
- B. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction.
- D. Conduct a “Ribbon Cutting” ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

SCOPE PHASE II:

The Project will improve the SR-138 (SR-14) Freeway/Avenue J interchange by adding new southbound onramp and northbound offramp, reconfiguring and signalizing the ramp intersections, SR-138 (SR-14) mainline improvements to accommodate ramp additions, as well as other enhancements to alleviate congestion at the intersections adjacent to the interchange. With the addition of the new SB onramp and NB offramp at Avenue J, the SB onramp at J-8 will be removed and the NB offramp at 20th Street West will be improved, including the intersection with 20th Street West. Minor drainage improvements are also included with the ramp and intersection improvements. The project includes water quality BMP’s and aesthetic treatment to provide context sensitive solutions within the interchange area to meet Caltrans corridor aesthetic requirements. The proposed improvements require the following:

DESIGN:

I. Final Design – Plans, Specifications and Estimates

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

- A. Final design and preparation of final Plans, Specifications and Estimate (PS&E)

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

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

- C. Meet as needed with the City and Caltrans to accomplish Project tasks as outlined. Meetings expected between the Consultant, Caltrans and City to coordinate final design approvals.

- D. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:

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

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City.
- C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:

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

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.
- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management support, award a contract for construction and to perform the following tasks:

- E. Conduct a “Groundbreaking” ceremony for the project.
- F. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- G. Contract with a Contractor for construction.
- H. Conduct a “Ribbon Cutting” ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and

Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

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

	START DATE	COMPLETION DATE
PLANNING		
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report	June 2015	November 2016
Intelligent Transportation System (ITS)		
Feasibility Study		
Concept Exploration		
PRELIMINARY DESIGN		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Concept of Operations		
System Requirements		
High Level Design		
PA&ED		
Prepare Environmental Document Document Type		
Scoping		
Technical Studies		
Draft Environmental Document	June 2016	September 2018
Final Environmental Document	September 2018	September 2019
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
PS&E	September 2018	August 2020
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
Intelligent Transportation System (ITS)		

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

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package #1	August 2020	September 2020
Evaluations		
Selection		
Board Approval Process		
Contract Award Package #1		January 2021
EXCAVATION		
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
ENVIRONMENTAL		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
CONCRETE		
Form Work		
Rebar Placement		
Pole Placement		
TRAFFIC CONTROL		
TMP		
STRUCTURAL		
False Work		
Iron Placement		
Pole Placement		

	START DATE	COMPLETION DATE
LANDSCAPE		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
CONSTRUCTION		
Construction Package #1	January 2021	August 2021
Project Closes Out		October 2021

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

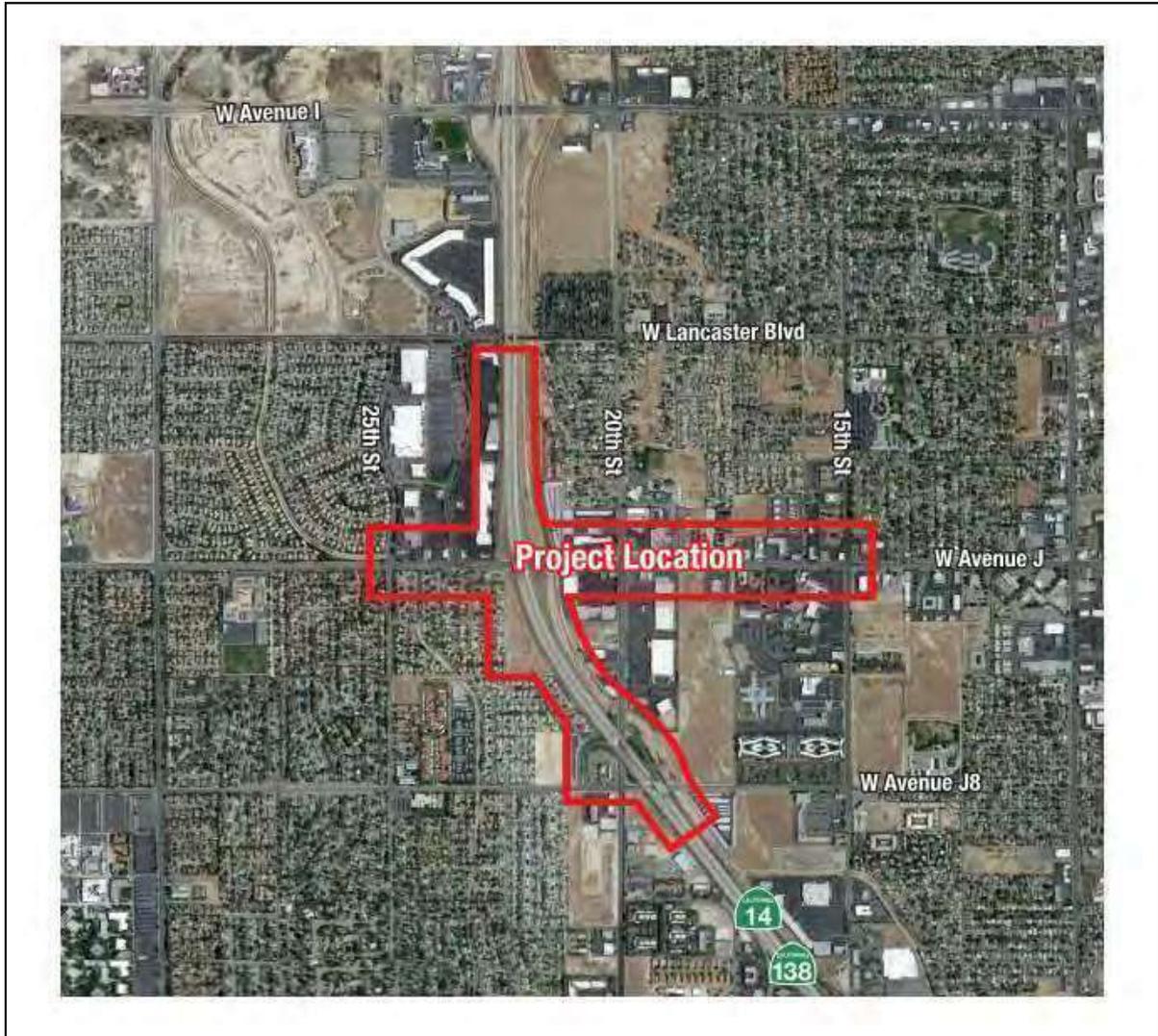
	START DATE	COMPLETION DATE
PLANNING		
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report	June 2015	November 2016
Intelligent Transportation System (ITS)		
Feasibility Study		
Concept Exploration		
PRELIMINARY DESIGN		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Concept of Operations		
System Requirements		
PA&ED		
Prepare Environmental Document Document Type		
Scoping		
Technical Studies		
Draft Environmental Document	June 2016	September 2018
Final Environmental Document	September 2018	September 2019
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
PS&E	September 2018	July 2021
95% PS&E Package #2	May 2020	April 2021
100% PS&E Package #2	May 2021	July 2021
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
Civic Design		
Structural Design		

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

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package #2	June 2021	July 2021
Evaluations		
Selection		
Board Approval Process		
Contract Award Package #2		September 2021
EXCAVATION		
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
ENVIRONMENTAL		
Archaeological		
CONCRETE		
Form Work		
Rebar Placement		
TRAFFIC CONTROL		
TMP		
STRUCTURAL		
False Work		
Iron Placement		
Pole Placement		

	START DATE	COMPLETION DATE
LANDSCAPE		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
Construction Package #2	October 2021	October 2022
Project Closes Out (Phase 1 and Phase 2)		February 2023

ATTACHMENT C – Location Map



Los Angeles Metropolitan Transportation Authority 2021 Federal Transportation Improvement Program (\$000)

TIP ID **LA0G928** Implementing Agency **Lancaster, City of**

Project Description: SR-138 (SR-14) Avenue J Interchange. Project will include new northbound off-ramp and southbound on-ramp, mainline improvements to accommodate ramp modifications, improvements to Avenue J between 15th Street West and 25th Street West and traffic signal improvements. Project will reduce through lanes on Avenue J from 3 lanes to 2 lanes in each direction between 25th Street West and 15th Street West to provide bike lanes and wider sidewalks.

SCAG RTP Project #: 1AL04
Study: N/A Is Model: YES Model #:
PM: Ray Hunt - (661) 945-6860
Email: rhunt@cityoflancasterca.org
LS: N LS GROUP#:
Conformity Category: NON-EXEMPT

System :Local Hwy Route : Postmile: 67.95 to 67.95 Distance: 0 Phase: ROW Acquisition Completion Date 12/31/2023

Lane # Extd: 6 Lane # Prop: 6 Imprv Desc: No change to thru lanes except for new on/off ramps

Air Basin: MDAB Envir Doc: INITIAL STUDY/NEGATIVE DECLARATION - CEQA - 09/09/2019

Toll Rate: 0,00 Toll Colc Loc: Toll Method: Hov acs eg loc:

Uza: Lancaster-Palmdale Sub-Area: Sub-Region: North Los Angeles County

CTIPS ID: EA #: PPNO:

Program Code: CAXT7 - NEW INTERCHANGE W/ TCM: RS Stop Loc:

	PHASE	PRIOR	20/21	21/22	22/23	23/24	24/25	25/26	BEYOND	PROG TOTAL	
MR20H - Measure R 20% Highway	PE	\$1,700	\$0							\$1,700	
	RW	\$1,600	\$0							\$1,600	
	CON	\$6,700	\$20,044							\$26,744	
	SUBTOTAL	\$10,000	\$20,044							\$30,044	
	TOTAL	\$10,000	\$20,044							\$30,044	
	TOTAL PE:	\$1,700		TOTAL RW:	\$1,600		TOTAL CON:	\$26,744		TOTAL PROGRAMMED:	\$30,044

- **General Comment:** No significant change made. The conformity category was changed in error. Please correct error and change the project back to a "Non-Exempt" modeled project not a "TCM Committed" type.
- **Modeling Comment:** No significant change made.
- **TCM Comment:** No significant change made.
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

Last Revised **Amendment 21-98 - SCAG PENDING**

Change reason:MODELING DETAILS UPDATE, S **Total Project Cost \$30,044**

FTIP #: LA0G928
Subregion ID: State Route 138 Capacity
Enhancements

Project#: MR330.04
Amendment No. 1
FA# 9200000FAMR33004

**AMENDMENT No.1 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF LANCASTER AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of November 2, 2020 by and between the City of Lancaster ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. Grantee and LACMTA entered into that certain Funding Agreement No. 9200000FAMR33004, dated July 28, 2014, (the "Existing FA"), which Existing FA provides for the SR-138 (SR-14) Avenue J Interchange Project (the "Project"); and
- B. WHEREAS, the Grantee desires to increase the Project's budget of Measure R by \$11,274,943 from \$10,000,000 to \$21,274,943. This amount is within the Board authorized budget increase for the Project, the total new Project budget is \$21,274,943 which was approved by the LACMTA Board on June 25, 2020; and
- C. WHEREAS, the Funds are currently programmed for the Project as follows \$3,300,000 in Measure R Funds in Prior Years, \$6,700,000 in Measure R Funds in FY 2019-20, \$1,000,000 in Measure R Funds in FY 2020-21, \$8,000,000 in Measure R Funds in FY 2021-22 and \$2,274,943 in Measure R Funds in FY 2022-23. The total designated amount for the Project is \$21,274,943; and
- D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

FTIP #: LA0G928
Subregion ID: State Route 138 Capacity
Enhancements

Project#: MR330.04
Amendment No. 1
FA# 9200000FAMR33004

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 \$21,274,943 (the “Funds”) for the Project. LACMTA Board of Directors actions on March 27, 2014 and June 25, 2020 granted the Measure R Funds for the Project. The Funds are currently programmed in Fiscal Years: \$3,300,000 in Prior Years; \$6,700,000 in FY 2019-20; \$1,000,000 in FY 2020-21; \$8,000,000 in FY 2021-22; and \$2,274,943 in FY 2022-23.”
2. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:
 - “(vii) Expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed in Prior Years have been expended and are no longer available. All Funds programmed for FY2019-20 are subject to lapse by June 30, 2024.”
 - (viii) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. FY 2020-21 are subject to lapse by June 30, 2023. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024. FY 2022-23 are subject to lapse by June 30, 2025.”
3. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.
4. Attachment B-1 of the Existing FA is hereby replaced by Attachment B1-1, attached.
5. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.
6. Attachment E – TIP Sheet of the Existing FA is hereby replaced by Attachment E-1, attached.
7. 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.

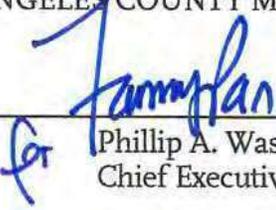
FTIP #: LA0G928
Subregion ID: State Route 138 Capacity
Enhancements

Project#: MR330.04
Amendment No. 1
FA# 9200000FAMR33004

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: 
Phillip A. Washington
Chief Executive Officer

Date: 4/19/2021

APPROVED AS TO FORM:

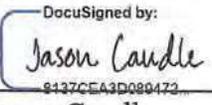
RODRIGO CASTRO-SILVA
Acting County Counsel

By: 
Deputy

Date: 12/10/2020

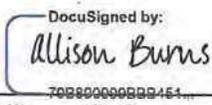
GRANTEE:

CITY OF LANCASTER

By: 
Jason Caudle
City Manager

Date: March 18, 2021 | 12:39:54 PM PDT

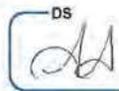
APPROVED AS TO FORM:

By: 
Allison E. Burns
City Attorney

Date: March 18, 2021 | 10:56:08 AM PDT







FTIP #: LA0G928

ATTACHMENT A-1 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 9200000FAMR33004

Project Title: SR-138(SR-14) Avenue J Interchange Project#: MR330.04

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS		Prior Years	FY2019-20	FY2020-21	FY2021-22	FY2022-23	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS		\$ 3,300,000	\$ 6,700,000	\$ 1,000,000	\$ 8,000,000	\$ 2,274,943	\$ 21,274,943	100%
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ 3,300,000	\$ 6,700,000	\$ 1,000,000	\$ 8,000,000	\$ 2,274,943	\$ 21,274,943	100%
OTHER SOURCES OF FUNDING:								
							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ -	\$ 3,300,000	\$ 6,700,000	\$ 1,000,000	\$ 8,000,000	\$ 2,274,943	\$ 21,274,943	100%

ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000FAMR33004

Project Title: SR-138(SR-14)/Avenue J Interchange Project#: MR330,04

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	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	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS PHASE I:									
PAED	\$200,000								\$200,000
PS&E	\$300,000								\$300,000
RW Support									\$0
Const. Support				\$100,000	\$100,000	\$50,000			\$250,000
RW									\$0
Construction				\$1,400,000	\$1,400,000	\$1,200,000			\$4,000,000
Total PHASE I	\$500,000	\$0	\$0	\$1,500,000	\$1,500,000	\$1,250,000	\$0	\$0	\$4,750,000
MEASURE R FUNDS PHASE II:									
PAED	\$1,687,745								\$1,687,745
PS&E	\$1,915,358	\$100,000	\$150,000						\$2,165,358
RW Support		\$50,000							\$50,000
Const. Support						\$200,043	\$300,000	\$350,000	\$850,043
RW			\$350,000						\$350,000
Construction						\$1,550,000	\$3,700,000	\$4,150,000	\$9,400,000
Total PHASE II	\$3,603,103	\$150,000	\$500,000	\$0	\$0	\$1,750,043	\$4,000,000	\$4,500,000	\$14,503,146
SUM PROG LACMTA FUNDS:	\$4,103,103	\$150,000	\$500,000	\$1,500,000	\$1,500,000	\$3,000,043	\$4,000,000	\$4,500,000	\$19,253,146
OTHER NON LACMTA FUNDING:									
LOCAL:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total LOCAL	\$0								
SUM NON-LACMTA FUNDS :	\$0								
PROJECT FUNDING FY20-21 and FY21-22	\$4,103,103	\$150,000	\$500,000	\$1,500,000	\$1,500,000	\$3,000,043	\$4,000,000	\$4,500,000	\$19,253,146
SOURCES OF FUNDS	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS PHASE I:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total PHASE I	\$0								
MEASURE R FUNDS PHASE II:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support	\$171,797								\$171,797
RW									\$0
Construction	\$1,850,000								\$1,850,000
Total PHASE II	\$2,021,797	\$0	\$2,021,797						
SUM PROG LACMTA FUNDS:	\$2,021,797	\$0	\$2,021,797						
OTHER NON LACMTA FUNDING:									
LOCAL:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total LOCAL	\$0								
SUM NON-LACMTA FUNDS :	\$0								
PROJECT FUNDING FY21-22, FY22-23 and FY23-24	\$2,021,797	\$0	\$2,021,797						
SUMMARY OF ALL FUNDS									
PAED	\$1,887,745	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,887,745
PS&E	\$2,215,358	\$100,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$2,465,358
RW Support	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Const. Support	\$171,797	\$0	\$0	\$100,000	\$100,000	\$250,043	\$300,000	\$350,000	\$1,271,840
RW	\$0	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$350,000
Construction	\$1,850,000	\$0	\$0	\$1,400,000	\$1,400,000	\$2,750,000	\$3,700,000	\$4,150,000	\$15,250,000
TOTAL MILESTONES	\$6,124,900	\$150,000	\$500,000	\$1,500,000	\$1,500,000	\$3,000,043	\$4,000,000	\$4,500,000	\$21,274,943
SUM PROG LACMTA FUNDS	\$6,124,900	\$150,000	\$500,000	\$1,500,000	\$1,500,000	\$3,000,043	\$4,000,000	\$4,500,000	\$21,274,943
SUM NON-LACMTA FUNDS	\$0								
TOTAL PROJECT FUNDING	\$6,124,900	\$150,000	\$500,000	\$1,500,000	\$1,500,000	\$3,000,043	\$4,000,000	\$4,500,000	\$21,274,943

FTIP #: LA0G928
SR-138 Capacity Enhancements

Project#: MR330.04
FA# 9200000FAMR33004

ATTACHMENT C-1 SCOPE OF WORK

PROJECT TITLE:

SR-138(SR-14) Avenue J Interchange

PROJECT LOCATION:

The project is located in the City of Lancaster, at the Avenue J/SR138 (SR-14) interchange and surrounding area.

PROJECT LIMITS:

This project limits are on the SR138 (SR-14) between Lancaster Boulevard and Avenue J-8, on Avenue J between 15th Street West and 25th Street West, on 20th street West from Avenue J to Avenue J-8, and on 22nd Street West from Avenue J to Avenue J-4.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to improve operational capacity at the interchange and surrounding local streets eliminating congestion, while improving wayfinding and other context sensitive solutions.

PROJECT BACKGROUND:

The City of Lancaster has realized the need to improve the operational capacity of this interchange. It is a priority for the City of Lancaster, due to the Avenue J commercial/retail corridor, historic downtown Lancaster ("The Blvd"), and medical corridor (future Medical District) that it serves, however funding has never been available. Funding made available through the Measure R SR-138 Capacity Enhancements will improve the interchange, improve mobility between the freeway and local streets and enhance safety.

Metro executed a Funding Agreement for the project on November 13, 2014. The City of Lancaster completed the PSR(PDS) in November 2016, completed the PA&ED in September 19, 2019 and is currently completing the PS&E for the project and construction is scheduled to begin in early 2021. Current estimates for the proposed improvements are higher than the original budget. The Board approved the reallocation of funds in June 2020. The City of Lancaster is proposing to supplement the current funding with a portion of the SR-14/I-5 surplus funds originally allocated to the Avenue M interchange. With the SR-14/I-15 surplus funds the project will be fully funded through construction.

To expedite the construction start, the City split the project into two phases. Phase 1 is the local roadway component that can be completed ahead of the Phase 2 Caltrans portion of the project. The design for the local portion is complete and the City advertised phase 1 in September 2020. The phase 2 project is scheduled to advertised in the summer of 2021.

FTIP #: LA0G928
SR-138 Capacity Enhancements

Project#: MR330.04
FA# 9200000FAMR33004

PROJECT BUDGET PHASE I:

COMPONENT	AMOUNT
PA/ED (Complete)	\$200,000
PS and E	\$300,000
R/W Support	\$0
R/W Capital	\$0
Construction Support	\$250,000
Construction Capital	<u>\$4,000,000</u>
Total Budget	\$4,750,000

PROJECT BUDGET PHASE II:

COMPONENT	AMOUNT
PA/ED (Complete)	\$1,687,745
PS and E	\$2,165,358
R/W Support	\$50,000
R/W Capital	\$350,000
Construction Support	\$1,021,840
Construction Capital	<u>\$11,250,000</u>
Total Budget	\$16,524,943

SCOPE PHASE I:

The Phase I improvements were accelerated to initiate construction on the Local Roadway portion of the project without waiting for final approvals from Caltrans on the Caltrans freeway portion of the project. This has allowed the construction of the project to begin sooner and help the completion of the entire project.

The Local roadway project includes mobility enhancements along Avenue J on both sides of the freeway, between 15th Street West and 25th Street West by adding buffered bike lanes in both directions along with pedestrian facility upgrades. The improvements include revisions to medians and channelization at the intersections and restriping the roadway, which requires upgrades to the median hardscape improvements with minimal landscaping. These improvements can be completed prior to the Caltrans portion of the project and will reduce the overall time of the construction duration of the Caltrans portion.

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 to accomplish Project tasks as outlined. Meetings expected between the Consultant and City to coordinate construction of the improvements,

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- 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.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management support, award a contract for construction and to perform the following tasks:

- A. Conduct a “Groundbreaking” ceremony for the project.
- B. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction.
- D. Conduct a “Ribbon Cutting” ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

SCOPE PHASE II:

The Project will improve the SR-138 (SR-14) Freeway/Avenue J interchange by adding new southbound onramp and northbound offramp, reconfiguring and signaling the ramp intersections, SR-138 (SR-14) mainline improvements to accommodate ramp additions, as well as other enhancements to alleviate congestion at the intersections adjacent to the interchange. With the addition of the new SB onramp and NB offramp at Avenue J, the SB onramp at J-8 will be removed and the NB offramp at 20th Street West will be improved, including the intersection with 20th Street West. Minor drainage improvements are also included with the ramp and intersection improvements. The project includes water quality BMP's and aesthetic treatment to provide context sensitive solutions within the interchange area to meet Caltrans corridor aesthetic requirements. The proposed improvements require the following:

DESIGN:

I. Final Design – Plans, Specifications and Estimates

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

- A. Final design and preparation of final Plans, Specifications and Estimate (PS&E)

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

FTIP #: LA0G928
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Tasks to be performed include, but are not limited to, the following:

- C. Meet as needed with the City and Caltrans to accomplish Project tasks as outlined. Meetings expected between the Consultant, Caltrans and City to coordinate final design approvals.
- D. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:

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

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City.
- C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:

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

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.
- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management support, award a contract for construction and to perform the following tasks:

- E. Conduct a "Groundbreaking" ceremony for the project,

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- F.** Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- G.** Contract with a Contractor for construction.
- H.** Conduct a “Ribbon Cutting” ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

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Project#: MR330.04
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MILESTONES for PHASE I: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
PLANNING		
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report	June 2015	November 2016
Intelligent Transportation System (ITS)		
Feasibility Study		
Concept Exploration		
PRELIMINARY DESIGN		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Concept of Operations		
System Requirements		
High Level Design		
PA&ED		
Prepare Environmental Document Document Type		
Scoping		
Technical Studies		
Draft Environmental Document	June 2016	September 2018
Final Environmental Document	September 2018	September 2019
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
PS&E	September 2018	August 2020

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Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
Civic Design		
Structural Design		
Intelligent Transportation System (ITS)		

FTIP #: LA0G928
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Project#: MR330.04
FA# 9200000FAMR33004

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

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package #1	August 2020	September 2020
Evaluations		
Selection		
Board Approval Process		
Contract Award Package #1		December 2020
EXCAVATION		
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
ENVIRONMENTAL		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
CONCRETE		
Form Work		
Rebar Placement		
Pole Placement		
TRAFFIC CONTROL		
TMP		
STRUCTURAL		
False Work		
Iron Placement		
Pole Placement		

	START DATE	COMPLETION DATE
LANDSCAPE		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
CONSTRUCTION		
Construction Package #1	January 2021	June 2021
Project Closes Out		October 2022

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

FTIP #: LA0G928
SR-138 Capacity Enhancements

Project#: MR330.04
FA# 9200000FAMR33004

	START DATE	COMPLETION DATE
PLANNING		
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report	June 2015	November 2016
Intelligent Transportation System (ITS)		
Feasibility Study		
Concept Exploration		
PRELIMINARY DESIGN		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Concept of Operations		
System Requirements		
High Level Design		
PA&ED		
Prepare Environmental Document Document Type		
Scoping		
Technical Studies		
Draft Environmental Document	June 2016	September 2018
Final Environmental Document	September 2018	September 2019
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
PS&E	September 2018	April 2021
95% PS&E Package #2	May 2020	November 2020
100% PS&E Package #2	January 2021	May 2021
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
Civic Design		
Structural Design		

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Project#: MR330.04
FA# 9200000FAMR33004

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

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package #2	May 2021	June 2021
Evaluations		
Selection		
Board Approval Process		
Contract Award Package #2		July 2021
EXCAVATION		
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
ENVIRONMENTAL		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
CONCRETE		
Form Work		
Rebar Placement		
Pole Placement		
TRAFFIC CONTROL		
TMP		
STRUCTURAL		
False Work		
Iron Placement		
Pole Placement		

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 SR-138 Capacity Enhancements

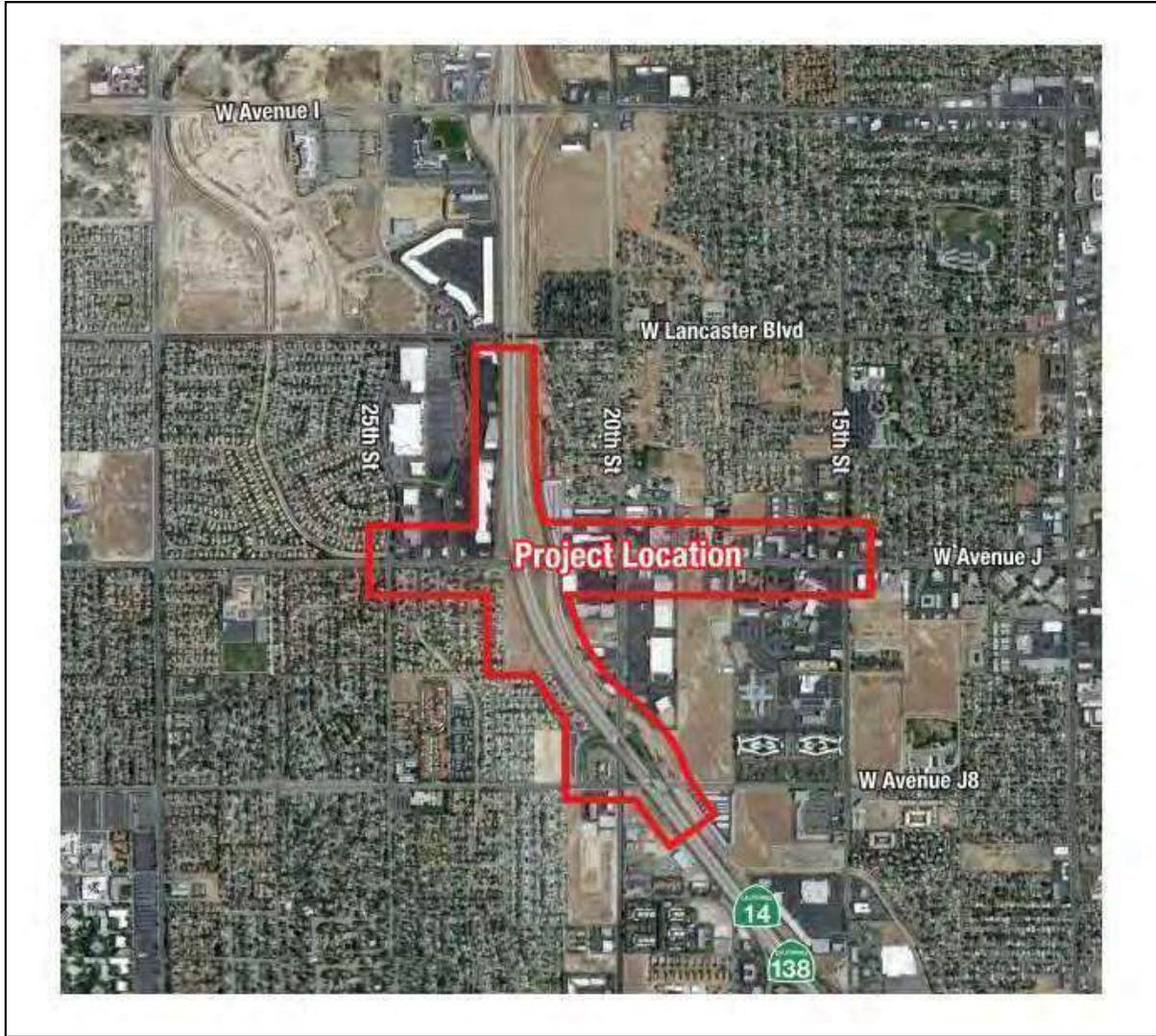
Project#: MR330.04
 FA# 9200000FAMR33004

	START DATE	COMPLETION DATE
LANDSCAPE		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
Construction Package #2	July 2021	June 2022
Project Closes Out (Phase 1 and Phase 2)		October2022

FTIP #: LA0G928
SR-138 Capacity Enhancements

Project#: MR330.04
FA# 9200000FAMR33004

ATTACHMENT C – Location Map(s)



Los Angeles Metropolitan Transportation Authority 2019 Federal Transportation Improvement Program (\$000)

Attachment E-1

TIP ID **LA0G928** Implementing Agency **Lancaster, City of**

Project Description: SR-138 (SR-14) Avenue J Interchange. Project will include new northbound off-ramp and southbound on-ramp, mainline improvements to accommodate ramp modifications, improvements to Avenue J between 15th Street West and 25th Street West and traffic signal improvements. Project will reduce through lanes on Avenue J from 3 lanes to 2 lanes in each direction between 25th Street West and 15th Street West to provide bike lanes and wider sidewalks.

SCAG RTP Project #: 1AL04
Study: N/A Is Model: YES Model #:
PM: Mike Livingston - (661)945-6227

LS: N LS GROUP#:
Conformity Category: NON-EXEMPT

System :Local Hwy Route : Postmile: 67.95 to 67.95 Distance: 0 Phase: ROW Acquisition Completion Date 12/31/2021

Lane # Extd: 6 Lane # Prop: 6 Imprv Desc: No change to thru lanes except for new on/off ramps

Air Basin: MDAB Envir Doc: DRAFT ENVIRONMENTAL IMPACT REPORT - 03/31/2016

Toll Rate: 0,00 Toll Colc Loc: Toll Method: Hov acs eg loc:

Uza: Lancaster-Palmdale Sub-Area: Sub-Region: North Los Angeles County

CTIPS ID: EA #: PPNO:

Program Code: CAXT7 - NEW INTERCHANGE W/ TCM: RS Stop Loc:

	PHASE	PRIOR	18/19	19/20	20/21	21/22	22/23	23/24	BEYOND	PROG TOTAL
MR20H - Measure R 20% Highway	PE	\$1,700		\$0	\$0					\$1,700
	RW	\$1,600		\$0	\$0					\$1,600
	CON	\$0		\$6,700	\$11,275					\$17,975
	SUBTOTAL	\$3,300		\$6,700	\$11,275					\$21,275
	TOTAL	\$3,300		\$6,700	\$11,275					\$21,275
	TOTAL PE: \$1,700			TOTAL RW: \$1,600		TOTAL CON: \$17,975				TOTAL PROGRAMMED: \$21,275

- **General Comment:** Scope has not changed, fund changes due to cost increase and to align with June 2020 Metro Board actions.
- **Modeling Comment:** Scope has not changed, fund changes due to cost increase and to align with June 2020 Metro Board actions.
- **TCM Comment:**
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

Last Revised Amendment 19-27 - FEDERAL PENDING

Change reason: SCHEDULE DELAY

Total Project Cost \$21,275

**MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM**

This Funding Agreement ("FA") is dated for reference purposes only July 28, 2014, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Lancaster ("Grantee") for SR-138 (SR-14) Avenue J Interchange, LACMTA Project ID# MR330.04 and FTIP# LA0G928, (the "Project"). This Project is eligible for funding under Line 38 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund **DESIGN, PROJECT DEVELOPMENT, RIGHT-OF-WAY, and CONSTRUCTION** of the Project.

WHEREAS, the LACMTA Board, at its March 27, 2014 meeting, programmed \$10,000,000 in Measure R Funds to City of Lancaster for Design, Project Development, Right-of-Way and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$300,000 in Measure R Funds in FY 2014-15; \$2,000,000 in Measure R Funds in FY 2015-16; \$1,000,000 in Measure R Funds in FY 2016-17; AND \$6,700,000 in Measure R Funds in FY 2019-20. The total designated for Design, Project Development, Right-of-Way and Construction of the Project is \$10,000,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan Guidelines
Attachment B1 – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Reporting and Expenditure Guidelines
7. Attachment D1 – Monthly Progress Report
8. Attachment D2 – Quarterly Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Special Grant Conditions
11. Attachment G – Bond Requirements
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

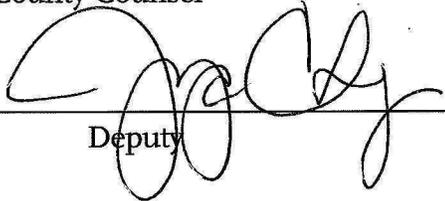
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 11/13/14
for Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By:  Date: 9/24/14
Deputy

GRANTEE:

CITY OF LANCASTER

By:  Date: 11-3-14
Mark V. Bozigian
City Manager

APPROVED AS TO FORM:

By:  Date: 11-3-14
Allison E. Burns, ESQ
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project: SR-138 (SR-14) Avenue J Interchange – Design, Project Development, Right-of-Way, and Construction, LACMTA Project ID# MR330.04, FTIP# LA0G928.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 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 \$10,000,000 (the "Funds") for the Project. LACMTA Board of Directors' action of March 24, 2014 granted the Measure R Funds for the Project. The Funds are programmed over four Fiscal Years (FY), FY 2014-15, FY 2015-16, FY 2016-17, and FY 2019-20.
3. This grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly Expenditure Report. Grantee Funding Commitment if applicable must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the Grantee Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Executive Director of Highway Program in writing. If the LACMTA's Executive Director of Highway Program concurs with such updated Expenditure Plan in writing, Attachment B1 shall be replaced with the new Attachment B1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Executive Director of Highway. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, Grantee shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but Grantee believes it can make up the time so as to not impact the final milestone date, Grantee shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D1. In no event can the final milestone date be amended by a Monthly Progress Report.
7. No changes to this FA, including but not limited to the Funds; and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.
8. **Attachment D** - the Reporting & Expenditure Guidelines; Grantee shall complete the "Monthly Progress Report and the Quarterly Expenditure Report." The Monthly Progress and Quarterly Expenditure Report are attached to this FA as Attachments D1 and D2 in accordance with Attachment D - Reporting and Expenditure Guidelines.
9. **Attachment E** the "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.
10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-

material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, or its schedule, Project Funding, Financial Plan, the Scope of Work, including its schedule

11. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Robert Machuca, MS 99-22-9
(213) 922-4517
machucar@metro.net

12. Grantee's Address:

City of Lancaster
Department of Public Works
615 W. Avenue H
Lancaster, CA 93534
Attention: Marissa Diaz
(661) 945-6864
mdiaz@cityoflanaster.org

13. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment G to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. **TERM**

The term of this FA shall commence on the date this FA is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (**Attachment D**), incurred after the FA is executed shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENDED OR TERMINATION**

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

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 6.1 of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Project ID# MR330.04 and FA# FA.MR330.04
Project Manager: Robert Machuca, MS 99-22-9

4. USE OF FUNDS:

4.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides Grantee with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

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

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: Grantee shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to Grantee Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Monthly Progress and

Quarterly Expenditure Report. Grantee Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

6.1 Grantee shall submit the Monthly Progress Report (**Attachment D1**) within seven (7) days from the last day of each month and submit the Quarterly Expenditure Report (**Attachment D2**) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 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 Monthly Progress and the Quarterly Expenditure Report 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 Monthly Progress and Quarterly Expenditure Report 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.

6.2 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 Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (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.

6.3 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") 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.

6.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, 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.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of Grantee 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.

6.6 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.

6.7 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.

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

6.9 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 subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.10 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.11 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.

7. GRANT

This is a one time only grant of the Measure R Funds are subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS:

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board, the North County Transportation Coalition (NCTC). A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 Grantee shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by Grantee prior to the execution of this FA (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

8.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost

savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

9.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Project Design, Preliminary Engineering-(PE) must begin within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Project Development or Right-of-Way costs must be expended (including by deposit into a condemnation action) by the end of the **second (2nd) fiscal year** following the year the Funds were first programmed; and
- (iv) Contracts for Construction or Capital purchase shall be executed within **twelve (12) months** from the date of completion of design; and
- (v) Work shall be delivered in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this FA.
- (vi) submitting the Monthly Progress and Quarterly Expenditure Report as described in Part II, Section 6.1 of this FA; and
- (vii) expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2014 -15 are subject to lapse by June 30, 2019. All Funds programmed for FY 2015 -16 are subject to lapse by June 30, 2020. All Funds programmed for FY 2016 -17 are subject to lapse by June 30, 2021. All Funds programmed for FY 2019 -20 are subject to lapse by June 30, 2024.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT:

A Default under this FA is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES:

11.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

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 Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

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 Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

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 compliance with the terms and conditions of this Section. Grantee 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.

13. OTHER TERMS AND CONDITIONS:

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority.

13.2 Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental

obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this FA; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 Grantee shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 Grantee agrees that the applicable requirements of this FA shall be included in every contract entered into by Grantee or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 Grantee shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

13.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of **Attachment F-1**. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.14 Grantee will advise LACMTA prior to any key Project staffing changes.

13.15 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.16 Grantee in the performance of the work described in this FA is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - 9200000FAMR33004

Project Title: SR-138 (SR-14) Avenue J Interchange Project#: MR330.04

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19	FY2019-20	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS	\$300,000	\$2,000,000	\$1,000,000	\$0	\$0	\$6,700,000	\$10,000,000	100%
SUBTOTAL	\$300,000	\$2,000,000	\$1,000,000	\$0	\$0	\$6,700,000	\$ 10,000,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$300,000	\$2,000,000	\$1,000,000	\$0	\$0	\$6,700,000	\$ 10,000,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							\$0	0%
STATE:							\$0	0%
FEDERAL:							\$0	0%
PRIVATE OR OTHER:							\$0	0%
OTHER FUNDING SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
TOTAL PROJECT FUNDS	\$300,000	\$2,000,000	\$1,000,000	\$0	\$0	\$6,700,000	\$10,000,000	100%

ATTACHMENT B EXPENDITURE PLAN GUIDELINES

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- o The estimated total cost for each project and program and/or each project or program activity;
- o Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- o The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- o The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- o Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- o A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- o Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- o A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;
- o An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- o The expected completion by month and year of project or program completion.

ATTACHMENT B EXPENDITURE PLAN GUIDELINES

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET
 Measure R Program - Funding Agreement Projects - 9200000FAMR33004
 Project Title: SR-138 (SR-14) Avenue J Interchange Project#:MR330.04

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2013-14 Qtr 1	FY 2013-14 Qtr 2	FY 2013-14 Qtr 3	FY 2013-14 Qtr 4	FY 2014-15 Qtr 1	FY 2014-15 Qtr 2	FY 2014-15 Qtr 3	FY 2014-15 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
Planning						\$50,000	\$100,000	\$100,000	\$250,000
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$50,000	\$100,000	\$100,000	\$250,000
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$50,000	\$100,000	\$100,000	\$250,000
PROJECT FUNDING FY13-FY14	\$0	\$0	\$0	\$0	\$0	\$50,000	\$100,000	\$100,000	\$250,000
SOURCES OF FUNDS	FY 2015-16 Qtr 1	FY 2015-16 Qtr 2	FY 2015-16 Qtr 3	FY 2015-16 Qtr 4	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	FY 2016-17 Qtr 3	FY 2016-17 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
Planning	\$50,000								\$50,000
PAED	\$50,000	\$100,000	\$150,000	\$150,000	\$100,000	\$100,000	\$50,000		\$700,000
PS&E								\$150,000	\$150,000
RW Support								\$100,000	\$100,000
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$100,000	\$100,000	\$150,000	\$150,000	\$100,000	\$100,000	\$50,000	\$250,000	\$1,000,000
SUM PROG LACMTA FUNDS:	\$100,000	\$100,000	\$150,000	\$150,000	\$100,000	\$100,000	\$50,000	\$250,000	\$1,000,000
PROJECT FUNDING FY15-FY16	\$100,000	\$100,000	\$150,000	\$150,000	\$100,000	\$100,000	\$50,000	\$250,000	\$1,000,000
SOURCES OF FUNDS	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	FY 2017-18 Qtr 3	FY 2017-18 Qtr 4	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
Planning									\$0
PAED									\$0
PS&E	\$200,000	\$200,000	\$150,000	\$100,000					\$650,000
RW Support	\$150,000	\$200,000	\$300,000	\$150,000					\$800,000
Const. Support								\$20,000	\$20,000
RW				\$300,000	\$300,000				\$600,000
Construction									\$0
Total MEASURE R	\$350,000	\$400,000	\$450,000	\$550,000	\$300,000	\$0	\$0	\$20,000	\$2,070,000
SUM PROG LACMTA FUNDS:	\$350,000	\$400,000	\$450,000	\$550,000	\$300,000	\$0	\$0	\$20,000	\$2,070,000
PROJECT FUNDING FY17-FY18	\$350,000	\$400,000	\$450,000	\$550,000	\$300,000	\$0	\$0	\$20,000	\$2,070,000
SOURCES OF FUNDS	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
Planning									\$0
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$64,090	\$589,090
RW									\$0
Construction	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$840,910	\$6,090,910
Total MEASURE R	\$825,000	\$825,000	\$825,000	\$825,000	\$825,000	\$825,000	\$825,000	\$905,000	\$6,680,000
SUM PROG LACMTA FUNDS:	\$825,000	\$825,000	\$825,000	\$825,000	\$825,000	\$825,000	\$825,000	\$905,000	\$6,680,000
PROJECT FUNDING FY19-20	\$825,000	\$825,000	\$825,000	\$825,000	\$825,000	\$825,000	\$825,000	\$905,000	\$6,680,000
SUMMARY OF ALL FUNDS:									
Planning	\$50,000	\$0	\$0	\$0	\$0	\$50,000	\$100,000	\$100,000	\$300,000
PAED	\$50,000	\$100,000	\$150,000	\$150,000	\$100,000	\$100,000	\$50,000	\$0	\$700,000
PS&E	\$200,000	\$200,000	\$150,000	\$100,000	\$0	\$0	\$0	\$150,000	\$800,000
RW Support	\$150,000	\$200,000	\$300,000	\$150,000	\$0	\$0	\$0	\$100,000	\$900,000
Const. Support	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$84,090	\$609,090
RW	\$0	\$0	\$0	\$300,000	\$300,000	\$0	\$0	\$0	\$600,000
Construction	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$840,910	\$6,090,910
TOTAL MILESTONES	\$1,275,000	\$1,325,000	\$1,425,000	\$1,525,000	\$1,225,000	\$975,000	\$975,000	\$1,275,000	\$10,000,000
SUM PROG LACMTA FUNDS	\$1,275,000	\$1,325,000	\$1,425,000	\$1,525,000	\$1,225,000	\$975,000	\$975,000	\$1,275,000	\$10,000,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$1,275,000	\$1,325,000	\$1,425,000	\$1,525,000	\$1,225,000	\$975,000	\$975,000	\$1,275,000	\$10,000,000

ATTACHMENT C

SCOPE OF WORK

PROJECT TITLE: SR138 (SR-14) Avenue J Interchange

PROJECT LOCATION:

The project is located in the City of Lancaster, at the Avenue J / SR 138 (SR-14) Interchange and surrounding area.

PROJECT LIMITS:

This project limits are on SR 138 (SR-14) between Lancaster Boulevard and Avenue J-8, on Avenue J between 15th Street West and 25th Street West, on 20th Street West from Avenue J to Avenue J-8, and on 22nd Street West from Avenue J to Avenue J-4.

NEXUS TO HIGHWAY OPERATION DEFINITION / PROJECT PURPOSE:

The purpose of this project is to improve operational capacity at this interchange and surrounding local streets eliminating congestion, while improving way-finding and other context sensitive solutions.

PROJECT BACKGROUND:

The City of Lancaster has realized the need to improve the operational capacity of this interchange. It is a priority for the City of Lancaster, due to the Avenue J commercial/retail corridor, historic downtown Lancaster ("The Blvd"), and the medical corridor (future Medical District) that it serves, however funding has never been available. Funding made available through the Measure R SR-138 Capacity Enhancements will improve the interchange, improving mobility between the freeway and local streets and enhancing safety.

PROJECT SCOPE:

This project will improve the SR-14 Freeway / Avenue J interchange by adding southbound on- and northbound off- ramps, signaling the ramps or other intersection control, possible SR-138 (SR-14) mainline improvements to accommodate ramp additions, other determined enhancements to alleviate congestion, as well as aesthetic and mobility enhancements on Avenue J and 22nd Street West. Minor drainage improvements will also be necessary. The proposed improvements include:

- New southbound on-ramp
- New northbound off-ramp
- Modifications at Avenue J-8 overcrossing as needed with possible SB ramp closure or modifications
- Drainage Improvements
- Signals at on and off ramps, or other intersection control alternative
- Bikeway improvements throughout the project area, including Class I Bike Path along the Amargosa Creek between Lancaster Boulevard and

Avenue J-8.

- Gap closures along Avenue J
- Landscaping and possible raised median on 22nd Street West and new frontage road/southbound on-ramp
- Interchange landscaping
- Pedestrian improvements
- Way-finding
- Right-of-way acquisition
- Local street pavement improvements
- Other context sensitive solutions within project area

PROJECT COST:

		% of Cost
Planning	\$ 300,000	3.0%
PA&ED	\$ 700,000	7.0%
PS&E	\$ 800,000	8.0%
Right of Way Support	\$ 900,000	9.0%
Right of Way Acquisition	\$ 600,000	6.0%
Construction Support	\$ 609,090	6.1%
Construction	\$ 6,090,910	60.9%
Total Project Cost	\$ 10,000,000	100.0%

PROJECT BUDGET:

		% of Budget
METRO	\$ 10,000,000	100%
GRANTEE	\$ 0,000,000	
OTHER FUNDING	\$ 0,000,000	
Total	\$ 10,000,000	100%

MILESTONES: The implementation schedule for this project will be as follows. Please include all applicable milestones and provide any specific activities that are not currently listed under "other."

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	October 2014	October 2014
Solicitation Response	December 2014	December 2014
Evaluations	January 2015	February 2015
Selection	February 2015	February 2015
Board Approval		
Contract Award	March 2015	March 2015
Fully Executed Contract	April 2015	April 2015
PLANNING		
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report	April 2015	September 2015
Intelligent Transportation System (ITS)		
Feasibility Study		
Concept Exploration		
PRELIMINARY DESIGN		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Concept of Operations		
System Requirements		
High Level Design		
PA&ED		
Prepare Environmental Document Document Type: _____		
Scoping		
Technical Studies		
Draft Environmental Document	October 2015	July 2016
Final Environmental Document	July 2016	April 2017
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
PS&E		
35% PS&E	April 2017	August 2017
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civic Design		
Structural Design		

Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		
65% PS&E	August 2017	November 2017
Civil Design Plans		
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		
95% PS&E	November 2017	April 2018
Civil Design Plans		
Structural Design		
Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Submittals & Reviews		
Submit Final PS&E	April 2018	May 2018
Outside Agency Review		
RIGH OF WAY SUPPORT		
Certification/Mapping	March 2017	November 2017
Appraisal	September 2017	February 2018
RIGHT OF WAY ACQUISITION		
Certification/Mapping		
Title Report		
Meet with Property Owners		
Appraisal		
Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		
Right-of-way capital	February 2018	July 2018
Utility Relocation		
Third Party Coordination		
Design Utilities		
Relocate Utilities		

OTHER MILESTONES (PLEASE SPECIFY)	START DATE	COMPLETION DATE

CONSTRUCTION MILESTONES:

	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)		
Develop Solicitation Package	October 2018	April 2019
Solicitation Response		
Evaluations		
Selection		
Board Approval Process		
Contract Award	July 2019	July 2019
Fully Executed Contract	August 2019	August 2019
Excavation		
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
Environmental		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
Concrete		
Form Work		
Rebar Placement		
Pole Placement		
Traffic Control		
TMP		
Structural		
False Work		
Iron Placement		
Pole Placement		
Utilities		
DWP		
SCE		
LADOT		
Materials		
Long-Lead Equipment		
Staging		

	START DATE	COMPLETION DATE
Material Lay Down Area		
Signage		
Electrical		
Power U/G Communication		
A/G Testing/Acceptance		
Landscape		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
Change Orders		
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		
Other Construction Activities (please specify)		
Construction Start	August 2019	August 2019
Construction Completion	June 2021	June 2021
Other (Project Closure)	October 2021	October 2021

ATTACHMENT C -Location Map(s)



ATTACHMENT D REPORTING & ADMINISTRATIVE GUIDELINES

REPORTING PROCEDURES

- Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) are required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit the reports to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Monthly Progress Report and the Quarterly Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Measure R allocation update process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Monthly Progress Report is due to the LACMTA as soon as possible on the last day of each month. The Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (MOU Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.

- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the MOU, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- The MOU is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- **Local Participation:** Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- **Allowable Cost:** To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- **Excessive Cost:** Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- **In-eligible Expenditures:** Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

**LACMTA
ATTACHMENT D1
PROJECT TITLE:
MONTHLY PROGRESS REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Monthly Report #	

**GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
P.O. Box #512296, Los Angeles, CA 90051-0296** after the close of each month. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

MONTHLY REPORT SUBMITTED FOR: Month: _____ **Year:** _____

DATE SUBMITTED: _____

LACMTA Area Team Representative / Project Mgr.	Name:	
	Department:	
	Phone Number:	
	e-mail:	
GRANTEE Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

LACMTA
ATTACHMENT D1
PROJECT TITLE:
MONTHLY PROGRESS REPORT
SECTION 3 - MONTHLY PROGRESS REPORT
DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA S

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
SOLICITATION (BID/PROPOSAL)									
Develop Solicitation Package									
Solicitation Response									
Evaluations									
Selection									
Board Approval									
Contract Award									
Fully Executed Contract									
PLANNING									
Prepare Concept Report									
Prepare Feasibility Study									
Prepare Project Study Report									
Intelligent Transportation									
Feasibility Study									
Concept Exploration									
OTHER: (Please specify)									
Preliminary Design									
Prepare Detailed Design Plans									
Prepare Detailed Construction									
Prepare Project Cost Estimate									
Intelligent Transportation									
Concept of Operations									
System Requirements									
High Level Design									
PA&ED									
Prepare Environmental Scoping									
Technical Studies									
Draft Environmental									
Final Environmental									
Community Outreach									
Secure Project Approval									
Intelligent Transportation									
Categorical Exemption									
OTHER: (Please specify)									
PS&E									
35% PS&E									
Preliminary Investigations									
Preliminary Foundation									
Geometric Drawings									
Bridge Type Selection									
ADL Review									
Utilities									
Right-of-Way									
Estimating									
Civic Design									
Structural Design									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Project Review & Comments									
65% PS&E									
Civil Design Plans									
Right-of-Way Engineering									
Structural Design									
Prepare Project Cost									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Project Review & Comments									

LACMTA
 ATTACHMENT D1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
95% PS&E									
Civil Design Plans									
Structural Design									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Submittals & Reviews									
Submit Final PS&E									
Outside Agency Review									
OTHER: (Please specify)									
ROW									
Certification/Mapping									
Title Report									
Meet with Property Owners									
Appraisal									
Environmental Investigation									
Closing/Acquisition/Relocation									
Physical Possession									
Remediation									
Third Party Coordination									
UTILITY RELOCATION									
Third Party Coordination									
Design Utilities									
Relocate Utilities									
OTHER: (Please specify)									

LACMTA
 ATTACHMENT D1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
CONSTRUCTION									
Solicitation (Bid/Proposal)									
Develop Solicitation Package									
Solicitation Response									
Evaluations									
Selection									
Board Approval Process									
Contract Award									
Fully Executed Contract									
Excavation									
Clear/Grub									
Survey									
Sample Borings									
Grading									
Compaction									
Drainage									
Environmental									
Hazardous Materials Handling									
Arhaeological									
Air Quality Monitoring									
Concrete									
Form Work									
Rebar Placement									
Imbeds									
Testing									
Finishing									
Traffic Control									
TMP									
Structural									
False Work									
Iron Placement									
Pole Placement									
Utilities									
DWP									
SCE									
LADOT									
Materials									
Long-Lead Equipment									
Staging									
Material Lay Down Area									
Signage									
Electrical									
Power U/G Communications									
A/G Testing/Acceptance									
Landscape									
Clearing									
Planting									
Plant Establishment									
Irrigation									
Testing									
Change Orders									
P.O. Processing Time									
Weather									
Third Party Issues									
Strike Labor Walk Outs									
Force Majeure									
Claims									
Intelligent Transportation System									
Hardware / Software									
Equipment Installations									
Software Development									
Systems Integration									
Device Testing									
Subsystem Verification									
System Verification									
Final Systems Acceptance									
OTHER: (Please specify)									

LACMTA
 ATTACHMENT D1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT

2. PROJECT COMPLETION

Based on the comparison of the original and actual project milestone schedules above, project is (select only one):

- Ahead of original FA schedule
- On schedule per original FA schedule
- Between 12-24 months behind original schedule
- Less than 12 months behind original schedule
- More than 24 months behind original schedule

3. TASKS/MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this month). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous months, please indicated by writing "Same as Previous Month"

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

Issue(s)	Targeted Resolution/Response Date

6. COST SUMMARY

FA Milestones	Project Budget g	LACMTA Approved Changes h	Current Approved Budget i=g+h	Expenditures to Date j	Estimate At Completion k	Cost Variance l=k-i	Cost Variance	Percent Completed By Dollar Amount
PLANNING								
PA&ED								
PS&E								
ROW Support								
ROW								
CONSTRUCTION Support								
CONSTRUCTION								

7. RISK MANAGEMENT PLAN/PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies	Action	Outcome
Environmental					
Planning					
Design					
ROW					
Construction					
Bid/Award					
Third Party					

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature _____

Date _____

**LACMTA
ATTACHMENT D2
PROJECT TITLE:
QUARTERLY EXPENDITURE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Quarterly Report #	

**GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
P.O. Box #512296, Los Angeles, CA 90051-0296** after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure R Grant \$	LACMTA Prop C 25% \$	Other Funding %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				0
Retention Amount				0
Net Invoice Amount (Less Retention)				0
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				0
Total Project Budget				0
% of Project Budget Expended to Date				0
Balance Remaining				0

**LACMTA
ATTACHMENT D2
PROJECT TITLE:
QUARTERLY EXPENDITURE REPORT**

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

- Fiscal Year :** 2011-2012 2012-2013 2013-2014 2014-2015
 2015-2016 2016-2017 2017-2018 2018-2019
- Quarter :** Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA Area Team Representative / Project Mgr.	Name:	
	Area Team:	
	Phone Number:	
	e-mail:	

GRANTEE Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

LACMTA
ATTACHMENT D2
PROJECT TITLE:
QUARTERLY EXPENDITURE REPORT

SECTION 3: PROGRESS REPORT

1. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

2. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

3. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

**LACMTA
ATTACHMENT D2
PROJECT TITLE:
QUARTERLY EXPENDITURE REPORT**

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL				

Notes:

- Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
- All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

Attachment E

Los Angeles Metropolitan Transportation Authority 2015 Federal Transportation Improvement Program (\$000)

TIP ID **LA0G928** Implementing Agency **Lancaster, City of**

Project Description: SR138 (SR-14) Avenue J Interchange. Project will include a new northbound off ramp and southbound on ramp for SR138, new traffic signals at the on and off ramps, and interchange geometric changes. Improvements on Avenue J include traffic signal modifications on Avenue J at 15th Street West, 20th Street West, Valley Central Way, 25th Street West and 30th Street West, pedestrian and bikeway improvements and a traffic signal at Avenue J and 17th Street West.

SCAG RTP Project #: 1AL04
 Study: N/A Is Model: YES Model #:
 PM: Ray Hunt - (661) 945-6860
 Email: rhunt@cityoflancasterca.org
 ES: N-LS GROUP #:
 Conformity Category: NON-EXEMPT

System :Local Hwy Route : Postmile: 67.95 to 67.95 Distance: 0 Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date 04/30/2020

Lane # Extd: 6 Lane # Prop: 6 Imprv Desc: No change to thru lanes except for new on/off ramps Air Basin: MDAB Envir Doc: DRAFT ENVIRONMENTAL IMPACT REPORT - 08

Toll Rate: Toll Colc Loc: Toll Method: Hov acs eg loc: Uza: Lancaster-Palmdale Sub-Area: Sub-Region: CTIPS ID: EA #: PPNO:

Program Code: CAX70 - NEW INTERCHANGE: RS Stop Loc:

	PHASE	PRIOR	14/15	15/16	16/17	17/18	18/19	19/20	BEYOND	PROG TOTAL
	PE									
	RW									
	CON									
	SUBTOTAL									
MR20H - Measure R 20% Highway	PE		\$300	\$1,400	\$0			\$0		\$1,700
	RW		\$0	\$0	\$1,600			\$0		\$1,600
	CON		\$0	\$0	\$0			\$6,700		\$6,700
	SUBTOTAL									
			\$300	\$1,400	\$1,600			\$6,700		\$10,000

TOTAL PE: \$1,700 TOTAL RW: \$1,600 TOTAL CON: \$6,700

- **General Comment:** Project is in the pre design phase. Project will be funded through the Measure R SR-138 Capacity Enhancements. Project funding is consistent with the recent Metro Board approval (Sept. 2013) of the Measure R SR-138 Capacity Enhancement Subfund.
 - **Modeling Comment:**
 - **TCM Comment:** Updated the modeling information for the proposed on/off ramps.
 - **Narrative:** New Project
 - MR20H:
 - ▶ Add funds in 14/15 in ENG for \$300
 - ▶ Add funds in 15/16 in ENG for \$1,400
 - ▶ Add funds in 16/17 in ROW for \$1,600
 - ▶ Add funds in 19/20 in CON for \$6,700
- Total project cost \$10,000

Last Revised Adoption 15-00 - SCAG PENDING Change reason: NEW PROJECT Total Cost **\$10,000**

ATTACHMENT F SPECIAL GRANT CONDITIONS

LACMTA has asked the North County Transportation Coalition (NCTC) to provide program administration and project development and oversight over the Project in conjunction with LACMTA. In order to do so, the NCTC shall obtain a copy from LACMTA or through LACMTA's Project Database of each Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) at the time Grantee submits the reports to LACMTA. The NCTC, through the Monthly Progress Reports, shall monitor progress of the Project schedule and budget and provide periodic reports to LACMTA on the status of the Project. The NCTC shall also monitor and report to LACMTA on overall program-level schedule and budget to identify and evaluate any problems that may result in Project delays or cost overruns.

The Monthly Progress Reports (Attachment D1) shall include, but are not limited to, Project progress, use of funds during the previous month, the milestones progress vs. costs, risk management plan, expenditures to date, funds committed and forecast at completion, updated Project schedule vs. Project baseline and identifying any major problems and proposed solutions. If a potential cost overrun is identified, the monthly report must detail the cost overrun and provide a recovery proposal.

The Quarterly Expenditure Reports (Attachment D2) provided by the Grantee to LACMTA shall be used by the NCTC for monitoring and reporting program expenditures to LACMTA.

For modifications that affect the terms of this FA, such as changes to project funding, scope or schedule, Grantee must obtain evidence of NCTC concurrence to modifications before formally requesting LACMTA for an amendment to this FA in writing.

ATTACHMENT G BOND REQUIREMENTS

The provisions of this Attachment G apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each monthly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment G and notify LACMTA of such designations.

DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES
 MATERIALS ENGINEERING TESTING SERVICES AND GEOTECHNICAL SERVICES
 INDEPENDENT ASSURANCE AND REFERENCE SAMPLE PROGRAM BRANCH
 TRANSPORTATION LABORATORY-MS 5
 5900 FOLSOM BLVD.
 SACRAMENTO, CA 95819-4612
 E-MAIL: <seree_yenjai@dot.ca.gov>
 PHONE (916) 247-1911



*Flex your power!
 Be energy efficient!*

Status: COMPLIANCE

Quality Assurance Program REVIEW/ACCEPTANCE LETTER

DATE: 1/3/2020

Name of Agency: City of Lancaster

Address: 44933 Fern Ave., Lancaster, CA 93534

Telephone Number: 661.723.6000 **Fax:** n/a

Name and Title of person In Charge: Marissa Diaz, PE, RCE#66782 Exp. 09/30/2020
Capital Project Manager

The document will be reviewed for compliance to California Department of Transportation, Quality Assurance (QAP) Manual for Use by Local Agencies (Jan. 20, 2011 revision) and Federal Highway Administration, 23 CFR 637.

A. Document Reviewed

- 1 City of Lancaster Quality Assurance Program (QAP) dated 10.17.2019
- 2 Local Assistance area engineer -Morris Zarbi 213.897.2969

B. Conditions of acceptance

- 1 Document above (item A.1) was reviewed and **FOUND TO BE IN COMPLIANCE.**
- 2 **CONDITIONS OF COMPLIANCE** accepted as part of this QAP:
 - 2.1 This QAP is applicable to all projects on NHS, SHS, and OFF-NHS/OFF-SHS
 - 2.2 Material testing and sampling frequency table for NHS/SHS: **Local Agency will follow Caltrans QAP Manual Appendix D**
 - 2.3 Material testing and sampling frequency table for OFF NHS/OFF SHS: **Local Agency will follow Exhibit A of this QAP**
 - 2.4 Test Method: **California Test Method (CTM)**
- 3 Provide a signed hard copy to District 7 area engineer and/or DLAE for archive.
- 4 This document shall be a part of QAP to be attached to project construction document to be reviewed by Oversight Engineer and/or FHWA.



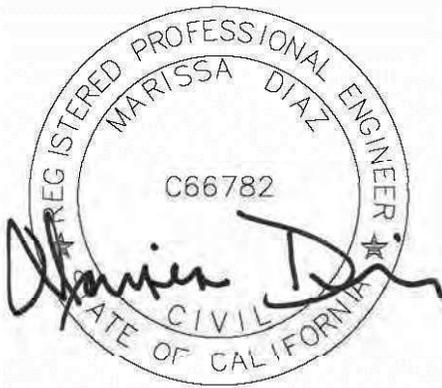
 CERTIFIED Independent Assurance Engi.

1/3/2020

CITY OF LANCASTER QUALITY ASSURANCE PLAN



October 17, 2019



Senior Manager – Capital Programs

10/17/19

Date

City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534
(661) 723-6000

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CITY OF LANCASTER QUALITY ASSURANCE PROGRAM

1.0 INTRODUCTION

The City of Lancaster (City) Quality Assurance Program (QAP) is a sampling and testing program that will provide assurance that the materials and workmanship incorporated in each public works construction project are in conformance with the contract specifications. The three elements of a Quality Assurance Program are Acceptance Testing (AT), Independent Assurance Program (IAP), and Testing of Manufactured Materials.

Acceptance Testing (AT) is comprised of procedures for regular testing of materials entering a construction project to verify that the materials, or products, comply with contract specifications or standards. The IAP is comprised of procedures to verify that acceptance testing is performed correctly by verifying equipment calibration, witnessing sampling and testing by acceptance tester, and by comparing the test results between testers. The Testing of Manufactured Materials facilitates the review and acceptance of manufactured and prefabricated materials either by source inspection, job site inspection, or Certificate of Compliance. This QAP, as approved by the Director of Public Works, meets Caltrans requirements for all Federally funded National Highway System (NHS) and non-NHS transportation projects.

Until such time the City employs its own in-house quality assurance personnel and laboratory facilities, it shall contract with other qualified local Agencies or qualified private consulting laboratories, which must be approved for such work as described later in this document. Materials testing and sampling costs may be reimbursable through the construction engineering phase of a project. Local Programs Procedures will apply.

City construction projects shall be in general compliance with the currently adopted Caltrans Standard Specifications, unless otherwise specified in the plans and specifications. Laboratories are required to comply with this QAP when contracted to provide inspection and/or materials testing services on City administered Federally funded projects. All materials provisions that apply to the consulting laboratory shall apply to the subcontracted Consultant as well.

The QAP for all local Agency projects shall include Acceptance Tests (AT). AT results shall be used to determine the quality and acceptability of materials and workmanship incorporated into the project.

2.0 GENERAL PROCEDURES

The following criteria for sampling and testing shall be applied for both non-NHS and NHS projects:

2.1 Preliminary Tests

- 2.1.1 Preliminary Tests are tests prior to award of a contract. Construction personnel rarely sample for Preliminary Tests. Such tests are for design purposes or to provide data for the

"Materials Information" package for prospective bidders. Samples and testing on potential sources sampled after award of the contract are typically called "Initial Samples and Tests," or "Process Control Samples and Tests." Normally, these samples and tests are performed on material proposed for use in the work by the Contractor to determine the ability of a material or product to meet specifications or to indicate to the Contractor the extent of processing and control required to produce a material that meets specifications.

2.2 Acceptance Sampling and Testing

- 2.2.1 Tests of materials entering the work are called "Acceptance Tests" (AT). Acceptance sampling and testing of materials or work should start the first day a construction material is placed or work is performed. To obtain the greatest benefit, testing should be performed as soon as possible after samples are taken or segments of work are completed. This provides early test data for the Engineer's and Contractor's guidance.
- 2.2.2 The Engineer shall maintain a material and testing "Summary Log" for each material requiring multiple sampling and testing as defined in Exhibit "A" of this document. The "Summary Log" shall include appropriate date, station location, depth of test sample, approximate quantity of material represented by the test sample, test result, and tester. Failing test results will require cross-referencing of the retest to the initial failing test result by a notation on each report.
- 2.2.3 Representative samples of all materials entering into the work shall be sampled at the location specified in the standard specifications, special provisions or as directed by the Engineer.

2.3 Source Inspection

- 2.3.1 Source Inspection is acceptance testing of manufactured and prefabricated materials at a location other than the job site. Unless otherwise specified, inspection is required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations.

2.4 Reporting Test Results

- 2.4.1 The following are goals for reporting material tests results to the Engineer:
 - A. When the aggregate is sampled at the material plant, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Engineer within 24 hours after sampling.
 - B. When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Engineer within 24 hours after sampling.

C. When soils and aggregates are sampled at the job site, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Engineer within 72 hours after sampling.

D. When soils and aggregates are sampled at the job site, test results for "R" Value and asphalt concrete extraction should be submitted to the Engineer within 72 hours after sampling.

2.4.2 When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), asphalt concrete (AC), and other such materials, the time of such sampling shall be varied with respect to the time of day insofar as is possible, in order to avoid a predictable sampling routine. The reporting of AT test results, for tests not performed by the Engineer's staff, shall be done on an expedited basis, such as by fax or telephone, followed up with an e-mailed copy.

2.4.3 The reporting of acceptance test results shall be done on an expedited basis, such as by fax or telephone, followed up with an e-mailed copy.

2.5 Independent Assurance Program

2.5.1 The primary purpose of the Independent Assurance Program is to:

A. Verify that project sampling and testing materials are performed correctly (i.e., the tester).

B. Verify certification and qualifications of Acceptance testers.

C. Ensure that equipment is properly calibrated.

3.0 PUBLIC WORKS PROJECTS AND NON-NATIONAL HIGHWAY SYSTEM PROJECTS

All public works and Federal-Aid projects off the National Highway System shall abide by the following procedures:

3.1 Correlation Testing Program

3.1.1 The laboratory utilized for acceptance testing must be a participant in one or more of the following Caltrans' approved (Caltrans Office of Materials, Engineering and Testing Services) correlation testing programs:

A. The AASHTO Materials Reference Laboratory (AMRL)

B. Cement and Concrete Reference Laboratory (CCRL)

C. Caltrans' own Reference Samples Program (RSP)

The Contractor shall provide proof of this association in a submitted bid proposal.

3.2 Qualifying Laboratories

- 3.2.1 A private consulting laboratory may be permitted to subcontract materials testing provided the test results are received by the Engineer within 7 days after materials are sampled. The subcontractor must be approved by the local Agency, and must be a participant in an approved correlation testing program. All materials provisions that apply to the consulting laboratory shall apply to the subcontracted Consultant.
- 3.2.2 Any laboratory providing testing services for projects located in California (except for products manufactured out of state) shall be under the responsible engineering management of a California registered Professional Engineer with experience in inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under his supervision.
- 3.2.3 The Contractor shall not select or exercise any authority over the consulting laboratory.

3.3 Sampling and Testing Materials

- 3.3.1 The City will commonly hire a Consultant to perform sampling and testing of materials, however, the following are available options for testing:
 - A. Laboratory operated by another local Agency meeting the qualifications of this QAP.
 - B. Private Consultant laboratory meeting the requirements of this QAP.
 - C. Require a Certificate of Compliance from the supplier in lieu of testing manufactured products.

3.4 Certification of Personnel

- 3.4.1 Any laboratory providing testing services for projects located in California (except for products manufactured out of state) shall be under the responsible engineering management of a California registered Professional Engineer with experience in inspection and testing of construction materials.
- 3.4.2 This Engineer shall individually certify personnel upon receiving evidence of training, experience, and/or certification by a non-Caltrans organization such as the “National Institute for Certification in Engineering Technologies” (NICET). This certification is required for all samplers and testers. Individual Acceptance Testers with a current “Certificate of Proficiency for an Acceptance Tester” issued by Caltrans are accepted as valid Acceptance Testers.
- 3.4.3 A copy of each person’s Certificate of Proficiency is to be on file in both contracted laboratories’ and the City Engineer’s project files.
- 3.4.4 Acceptance testers without valid identification for a specific test and/or sampling, so ordered to perform, shall not be allowed to perform that specific sampling and/or testing.

3.5 Laboratory Equipment Calibration Requirements

- 3.5.1 All laboratories shall maintain their laboratory testing equipment, at a minimum, in accordance with Section 2.4.2.2 of the Caltrans Independent Assurance Manual.
- 3.5.2 Local Agencies and/or private Consultants electing to use nuclear test equipment shall calibrate nuclear gauges on Caltrans' standard density blocks. Calibration arrangements should be made by contacting a Caltrans authorized 3rd party calibrator, a Caltrans Independent Assurance Sampler and Tester, or a Caltrans Radiation Safety officer. A minimum of three (3) working days' advance notice is required for nuclear gauge calibration.

3.6 Manufactured and Assembled Materials

- 3.6.1 The City may waive material testing requirements and permit the use of certain manufactured products, materials or assemblies that are accompanied by a Certificate of Compliance, provided these products, materials or assemblies do not involve structural integrity or public safety. The manufacturer of the products, materials or assemblies shall sign the Certificate of Compliance and state the included materials and workmanship conform, in all respects, to the project specifications for the material.

3.7 Certificate of Compliance

- 3.7.1 Acceptance of manufactured and prefabricated structural materials shall be based on either a Certificate of Compliance and/or source inspection by the City or its qualified Consultant. Source inspection is acceptance testing of manufactured and prefabricated materials at locations other than the job site. The certified material lot number and project number shall be clearly identified on the certificate and on lot tags affixed or stenciled to the released materials. All materials accepted on the basis of a signed Certificate of Compliance shall be noted by project inspectors on daily inspection reports and laboratory releases.
- 3.7.2 The contract documents shall specify which materials require a Certificate of Compliance. In addition to the specifications, see listing of materials typically accepted by a Certificate of Compliance for projects advertised using Caltrans Standard Specifications, most current edition, for reference.
- 3.7.3 Manufactured products, materials or assemblies used on the basis of a Certificate of Compliance may be sampled again at the job site and tested at any time during the term of the contract. Items found not in conformance with contract requirements shall be subject to rejection whether in place or not.
- 3.7.4 It shall be the responsibility of the Contractor to protect and ensure the integrity of materials, products and assemblies upon delivery to the project site.

3.8 Performing Independent Assurance Sampling and Testing

- 3.8.1 The City may utilize an individually qualified local Agency or private Consultant testers to perform the work. Private Consultant testers used to perform Independent Assurance Sampling and Testing shall be free of conflicts of interest and shall not be performing the acceptance testing for the Contractor under contract for the given Federal-aid project.
- 3.8.2 It shall be at the discretion of the Engineer as to the need for and the extent of Independent Assurance Sampling and Testing.
- 3.8.3 Independent Assurance Sampling and Testing is to be done in a manner that shall avoid needless duplication.

3.9 Frequency of the Testing

- 3.9.1 The Frequency of testing is noted in Exhibit “A” of this document and provides for sampling and testing as required for various materials and products. Close adherence to the sample size requirement avoids the unnecessary delay and expense of obtaining supplementary samples to complete the tests.
- 3.9.2 The frequency of sampling is intended as a guide under normal conditions. Material well within specifications and uniform in character may result in less frequent sampling and testing, whereas borderline materials may need an increase in the frequency of testing to assure specification compliance. Materials supplied from reliable sources and proven by frequent testing to be of uniform high quality may subsequently receive less sampling and testing than indicated in the frequency testing tables. However, any deviation from the prescribed frequency must be noted and explained in the material testing records. When materials are being furnished intermittently, with interruptions of several days or weeks, the frequency of sampling and testing should be increased to assure that specification materials are being incorporated into the work.
- 3.9.3 Whenever failures occur, sufficient additional acceptance tests should be taken to isolate the affected work. Documentation of the results of such additional tests shall be included in the records, including a description of the corrective measures taken.
- 3.9.4 Relatively minor quantities of construction materials may be accepted without testing provided acceptance conforms to the conditions stated below. Generally, this provides for accepting minor quantities of materials from a commercial source that is known to be a supplier of specification material.
- 3.9.5 The Engineer, on the basis of a visual examination, may accept minor quantities of materials without testing, provided the source of the supplies has recently furnished similar materials found to be satisfactory using Caltrans sampling and testing requirements.
- 3.9.6 Acceptance of a product may be established on the basis of certification by the manufacturer or supplier that the material furnished complies with all specification requirements.

- 3.9.7 Documentation for acceptance of material as described above must be provided and included in the project records. The documentation should include statements in the project inspector's reports that clearly indicate conditions under which the material was accepted.

4.0 NATIONAL AND STATE HIGHWAY SYSTEM PROJECTS

The City shall employ the following procedures for Federal-aid projects involving NHS and SHS roads:

4.1 Correlation Testing Program

- 4.1.1. The utilized laboratory for acceptance testing must be a participant in one or more of the following Caltrans' approved (Caltrans Office of Materials Engineering and Testing Services) correlation testing programs:
- A. The AASHTO Materials Reference Laboratory (AMRL)
 - B. Cement and Concrete Reference Laboratory (CCRL)
 - C. Caltrans' Reference Samples Program (RSP)

4.2 Qualifying Laboratories

- 4.2.1 A private consulting laboratory may be permitted to subcontract materials testing provided the test results are received by the Engineer within 7 days after materials are sampled. The subcontractor must be approved by the local Agency and must be a participant in an approved correlation testing program. All materials provisions that apply to the consulting laboratory shall apply to the subcontracted Consultant.
- 4.2.2 Any laboratory providing testing services for projects located in California (except for products manufactured out of state) shall be under the responsible engineering management of a California registered Professional Engineer with experience in inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under his supervision.
- 4.2.3 The Contractor shall not select or exercise any authority over the consulting laboratory.

4.3 Certification of Personnel

- 4.3.1 Acceptance sampling and testing shall be performed only by personnel who have been certified by the Caltrans District Materials Engineer, or other designated district authority, and deemed proficient in acceptance sampling and testing. These personnel shall possess a current "Certificate of Proficiency for an Acceptance Tester," (TL-0111) (old Form HC-I) (Exhibit I6-D) which is valid in all districts. This certificate is required for all samplers and testers, including Consulting laboratory employees and employees of sub-contracted laboratories.

- 4.3.2 The Caltrans District Materials Engineer and/or Caltrans Independent Assurance Engineer shall individually certify personnel of local Agencies and Consultant employees upon receiving evidence of training, experience and/or certification by an authorized, non-Caltrans organization such as the "National Institute for Certification in Engineering Technologies" (NICET).
- 4.3.3 A copy of each person's Certificate of Proficiency is to be on file in both the District Materials Laboratory's and the City Engineer's project files. The TL-0111 form lists the sampling and testing which the individual is authorized to perform.
- 4.3.4 A person possessing the TL-0111 Certification issued on the basis of a certification from NICET or other organizations recognized by Caltrans, if observed by qualified personnel, not to be performing materials sampling and testing in accordance with applicable test methods, shall have his or her T-0111 certification withdrawn or modified for the particular test method observed to have been incorrectly performed.
- 4.3.5 During witness and split sample testing, acceptance testers should carry adequate identification so Independent Assurance sampling and testing personnel can verify certification. Acceptance testers without valid identification shall not be allowed to perform sampling and testing.
- 4.3.6 A person whose certification has been withdrawn for a particular test method may have the certification revalidated upon demonstration that deficiencies have been eliminated to the satisfaction of the Caltrans District Materials Engineer.
- 4.3.7 In cases of extreme emergency, sampling and testing may be performed by someone not certified. The Engineer is to assure himself or herself of the person's competency and every effort should be made to obtain a certified person as soon as possible. These occasions should be limited to unforeseen circumstances. Prior arrangements shall be made to have certified personnel available for foreseeable occasions such as vacation, compensating time off, rotation, or separation.

4.4 Laboratory Equipment Calibration Requirements

- 4.4.1 The laboratory utilized for acceptance testing shall calibrate all field and laboratory equipment prior to use on construction projects and re-calibrate as frequently as required per Section 2.4.2.2 of the Caltrans Independent Assurance Manual. The maximum interval between calibrations is one year.
- 4.4.2 The consulting laboratory, including any sub-consulting laboratory, shall provide written evidence of current calibration to the City prior to entering any contractual agreement to perform acceptance testing. In addition, the consulting laboratory, including any sub-consulting laboratory, shall re-calibrate at the request of the Engineer. All calibration evidence shall be provided to the Caltrans District Materials Engineer upon request.
- 4.4.3 Calibration of test equipment shall conform to Section 8-03, "Field Tests," of the Caltrans *Construction Manual*.

- 4.4.4 When nuclear test equipment is used to determine soil, aggregate or asphalt concrete compaction, such equipment shall be calibrated on Caltrans' standard density blocks. Calibration arrangements should be made by contacting a Caltrans authorized 3rd party calibrator, a Caltrans Independent Assurance Sampler and Tester, or a Caltrans Radiation Safety officer. A minimum of 3 working days advance notice is required for nuclear gage calibration. Nuclear gages not calibrated on Caltrans' standard density blocks shall not be accepted. Specified calibration tables for each device shall be used for all State and Federally-funded contracts on the NHS. All nuclear gage compaction tests conducted without Caltrans' calibration tables shall be reported "Unacceptable" by Caltrans' IA personnel authorized 3rd party calibrator.
- 4.4.5 Upon proper calibration, a decal shall be firmly affixed to each piece of calibrated equipment. Decal type and required information are specified on page 63, Appendix B, of the Caltrans *Quality Assurance Program Manual*. A manufacturer's or service Contractor's decal is acceptable as long as the above-required information is readily available.
- 4.4.6 Should such decal become unreadable or lost, then the equipment is to be re-calibrated as soon as possible. Where such equipment either requires repair or cannot be repaired, a timely repair or replacement shall be secured.
- 4.4.7 All laboratories shall maintain their laboratory testing equipment in accordance with recognized national calibration standards.

4.5 Use of Caltrans to Perform Equipment Calibration

- 4.5.1 Should the City choose to utilize a Caltrans laboratory to perform equipment calibration, the City and/or Caltrans District Local Assistance Engineer (DLAE) must furnish the following to the appropriate Caltrans District Materials Engineer:
 - A. A letter requesting required testing services (letter should note if ASTM methods shall be used in lieu of the California Test Method (CTM));
 - B. Specific instruction on how the Agency is to be billed;
 - C. An Engineering Authorization number provided by the Caltrans DLAE.
- 4.5.2 An advance deposit (procedures and amounts of advance deposits vary by Caltrans Districts) is required to cover the cost of calibration done by Caltrans. All such requests shall be made through the appropriate Caltrans DLAE.

4.6 Manufactured and Assembled Materials

- 4.6.1 The City may permit the use of certain manufactured products, materials or assemblies accompanied by a Certificate of Compliance prior to sampling and testing, provided these products, materials or assemblies do not involve structural integrity or safety to the public. Additionally, these items must have a history of having met specifications based upon

previous sampling and testing. The manufacturer of the products, materials or assemblies shall sign the Certificate of Compliance and state that the included materials and workmanship conform in all respects to the project specifications.

4.7 Certificate of Compliance

- 4.7.1 Acceptance of manufactured and prefabricated structural materials shall be based on either a Certificate of Compliance and/or source inspection by the City, qualified Consultant, or Caltrans authorized personnel.
- 4.7.2 The contract documents should specify which materials require a Certificate of Compliance. For such specified materials, the Engineer is responsible for insuring that a Certificate of Compliance is furnished with each lot of these materials delivered to the work site. The certified material lot number and project number shall be clearly identified on the certificate and on lot tags affixed or stenciled to the released materials. All materials accepted on the basis of a signed Certificate of Compliance shall be referenced by project inspectors to daily inspection reports and laboratory releases. Certified materials such as Portland Cement and Asphalt products shall be sampled for testing as indicated in the "Size, Frequency and Location of Sampling and Testing Tables" (Exhibit "A") (hereinafter referred to as "Frequency Tables").
- 4.7.3 Manufactured products, materials or assemblies used on the basis of a Certificate of Compliance may be sampled again at the job site and tested at any time during the life of the contract. Items found later not in conformance with contract requirements shall be subject to rejection whether in place or not. The form and distribution of Certificates of Compliance shall be acceptable to the DLAE. A Certificate of Compliance for each item shall be kept in the Engineer's file.

4.8 Performing Independent Assurance Sampling and Testing

- 4.8.1 Independent Assurance sampling and testing is mandatory for all NHS projects. Caltrans shall perform the Independent Assurance Sampling and Testing. The Engineer shall schedule on a timely basis with the Caltrans Materials Engineer, the Independent Assurance testing of his/her personnel responsible for the Acceptance testing on the project. The frequency of Independent Assurance Sampling and Testing to be performed or witnessed by the Independent Assurance personnel are listed in the Caltrans *Quality Assurance Manual*.
- 4.8.2 Independent Assurance samples are taken at random for the purpose of making independent checks on the reliability of the Acceptance Test results. Both Independent Assurance Test samples and Acceptance Test samples should be taken from the same point in the material delivery process, and are split samples for purposes of comparing test results between Independent Assurance Sampling and Testing personnel and field laboratory (acceptance) tester. Independent Assurance Sampling and Testing does not have to be performed on materials actually incorporated into the work. The tests, however, shall be performed while a project is active and the same acceptance tester and testing equipment shall be used for the project. The split sample is to be tested separately by the field acceptance testing laboratory

person and by the Independent Assurance laboratory person using separate equipment. Independent Assurance samples are to be tested on equipment that is not assigned to the project.

- 4.8.3 All sampling by Independent Assurance testing personnel must be identified as an Independent Assurance sample even when the number of samples or tests may exceed the sampling schedule. Such identity must be maintained throughout the testing procedure. Independent Assurance samples shall be kept under the direct control of the Independent Assurance sampler until they are shipped or delivered to the testing laboratory.
- 4.8.4 Acceptance tester results are compared with Independent Assurance results by the Caltrans District Materials Engineer. The Engineer is responsible to see that the frequency of Independent Assurance testing is conducted in accordance with the Caltrans *Quality Assurance Program Manual*. The Caltrans District Materials Engineer is responsible for the resolution of testing differences and reporting results to the Engineer in a timely manner.
- 4.8.5 Poor correlation between Acceptance Testers' results and the Independent Assurance Testers' results indicate probable deficiencies with the job quality acceptance sampling and testing procedures. Independent Assurance samples and tests are not to be used for determining compliance with contract requirements. The frequency of Independent Assurance Sampling and Testing is described in the Caltrans *Quality Assurance Program Manual*, Section 3-13, "Performing Independent Assurance Sampling and Testing Functions."
- 4.8.6 The following are the procedures to follow for Independent Assurance Sampling and Testing when performed on all NHS local Agency contracts:
- A. Independent Assurance Sampling and Testing is required for each Federal-Aid contract on NHS. The Caltrans DLAE is responsible for assuring that there is a continual process in the district where the Engineer and the Independent Assurance laboratory are notified prior to the start of work. This is accomplished by forwarding a copy of the PS&E package to the District Materials Engineer for review and determination of the required Independent Assurance requirements. The Independent Assurance requirements are then sent to the DLAE on Form MR-0102, "Independent Assurance Sampling and Testing." The Independent Assurance requirements are determined from the Caltrans *Quality Assurance Program Manual* and are recorded on either the "Report of Witness Test" (Form MR-0103) or the "Corroboration Report" (Form MR-104). Results are retained in summary on the "Independent Assurance Sampling and Testing Log Summary Sheet" (See the Caltrans *Quality Assurance Program Manual*, Appendix C for examples of forms mentioned above). The frequency of Independent Assurance Sampling and Testing is specified in Table 1, "Frequency of Split Sample and Witness Tests" of the Caltrans *Quality Assurance Program Manual*. The DLAE is responsible for assuring that acceptance testing and Independent Assurance Activities are monitored by the Engineer during the construction phase of each Federal-Aid project on the NHS.
 - B. The Engineer is responsible for the timely notification of the appropriate Material Laboratory when Independent Assurance Testing is needed.

- C. Independent Assurance samples are to be tested on a priority basis. Independent Assurance testing personnel are to promptly compare test results with Acceptance Tests performed by project personnel. Acceptability of the purpose of satisfying Independent Assurance requirements rests solely with comparing test results, not on meeting contract requirements. The District Materials Engineer is responsible for resolving differences when Independent Assurance sampling and testing results compare poorly with acceptance sampling and test results. The District Materials Engineer shall immediately report the poor comparison results to the Engineer by telephone or fax. He/she shall also transmit to the Engineer, the "Corroboration Report." A copy shall also be sent to the DLAE.
- D. The District Materials Engineer shall immediately initiate follow-up actions whenever poor comparisons are noted between Independent Assurance and Acceptance Test results. Independent Assurance Testing personnel's follow-up actions may include further Independent Assurance sampling and testing, and the results placed in the Engineer's file, with a copy furnished to the Caltrans DLAE. The District Materials Engineer shall continue follow-up actions until the discrepancies are resolved.
- E. The appropriate Materials Laboratory shall retain the original "Independent Assurance Sampling and Testing Log Summary." If a Consultant Independent Assurance is used then a copy of the log summary for each acceptance tester shall be submitted to the Engineer upon project completion. This copy shall be retained in the construction project files.

Note: The use of the following Caltrans forms for local Agency projects is on an optional basis for reporting Independent Assurance activities and/or results and information relating to Independent Assurance. The local Agency or its Consultant testing organization may use any similar form that provides the same information as the forms listed below:

- "Independent Assurance Sampling and Testing" (Form MR-0102)
 - "Report of Witness Tests" (Form MR-0103)
 - "Corroboration Report" (Form MR-0104)
 - "Independent Assurance Sampling and Testing Log Summary" (Form MR0110)
- F. Independent Assurance testing is to be done in a manner that shall avoid needless duplication. The construction sampling and/or testing person may be working on several different construction projects concurrently, utilizing the same equipment during the same time period. When this is the case, it is not necessary to make Independent Assurance tests for all projects. Instead, the results can be incorporated into each appropriate project file to show that the sampler and/or tester has been performing the job correctly, and that the testing equipment is in proper working order.
- G. In order to provide required documentation for multiple construction projects as described above, each Independent Assurance sampling or test result shall be entered into the Independent Assurance Sampling and Testing Log Summary for the person tested. This

summary is retained by the Independent Assurance personnel and shall be readily available for future reference. Applicable contracts, sample identification numbers, and tests performed can be traced to the Independent Assurance Sampling and Testing Log Summary. Copies of the Independent Assurance Sampling and Testing log summary for each acceptance sampler and tester shall be provided to each affected Engineer for inclusion in their respective files.

4.9 Frequency of Testing

- 4.9.1 The frequency of testing is to be performed per the sampling and testing frequency tables within the most current California Department of Transportation Quality Assurance Program (QAP) Manual or the project specifications, whichever is most stringent.
- 4.9.2 Whenever failures occur, sufficient additional acceptance tests should be taken to isolate the affected work. Documentation of the results of such additional tests shall be included in the records, including a description of the corrective measures taken.
- 4.9.3 Relatively minor quantities of construction materials may be accepted without testing provided acceptance conforms to the conditions stated below. Generally, this provides for accepting minor quantities of materials from a commercial source that is known to be a supplier of specification material.
- 4.9.4 The Engineer, on the basis of a visual examination, may accept minor quantities of materials without testing, provided the source of the supplies has recently furnished similar materials found to be satisfactory using Caltrans sampling and testing requirements.
- 4.9.5 Acceptance of a product may be established on the basis of certification by the manufacturer or supplier that the material furnished complies with all specification requirements.
- 4.9.6 Documentation for acceptance of material as described above must be provided and included in the project records. The documentation should include statements in the project inspector's reports that clearly indicate conditions under which the material was accepted.

5.0 TESTING FREQUENCY

Exhibit "A" of this document provides a guide for sampling and testing required for various materials and products that are used on a Public Works Project or Non-National Highway System Project. For Projects that are State or National Highway Systems, the sampling frequency shall be as stated in the most current California Department of Transportation Quality Assurance Program (QAP) Manual or the project specifications, whichever is most stringent. Close adherence to the sample size requirement avoids the unnecessary delay and expense of obtaining supplementary samples to complete the tests.

The frequency of sampling is intended as a guide under normal conditions. Material well within specifications and uniform in character may result in less frequent sampling and testing, whereas borderline materials may need an increase in the frequency of testing to assure specification

compliance. Materials supplied from reliable sources and proven by frequent testing to be of uniform high quality, may subsequently receive less sampling and testing than indicated in the Frequency Testing Tables; however, any deviation from the prescribed frequency must be noted and explained in the material testing records. When materials are being furnished intermittently, with interruptions of several days or weeks, the frequency of sampling and testing should be increased to assure that specification materials are being incorporated into the work.

Whenever failures occur, sufficient additional acceptance tests should be taken to isolate the affected work. Documentation of the results of such additional tests shall be included in the records, including a description of the corrective measures taken.

Relatively minor quantities of construction materials may be accepted without testing provided acceptance conforms to the conditions stated below. Generally, this provides for accepting minor quantities of materials from a commercial source that is known to be a supplier of specification material.

The Engineer, on the basis of a visual examination, may accept minor quantities of materials without testing provided the source of the supplies has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.

Acceptance of a product may be established on the basis of certification by the manufacturer or supplier that the material furnished complies with all specification requirements.

Documentation for acceptance of material as described in paragraphs 1 and 2 above must be provided and included in the project records. Documentation should include statements in the project inspector's reports that clearly indicate conditions under which the material was accepted (e.g., description, quantity, location, where placed, certification numbers and/or other accompanying data).

6.0 RECORDS

All material records of samples and tests, material releases and Certificates of Compliance for a given project shall be incorporated into the Engineer's project file. This file shall be organized as described in Section 16.8, "Project Files," of the Caltrans Local Assistance Procedures Manual. The complete project file shall be available at a single location for inspection by Caltrans and FHWA personnel at any time during the construction project. The file shall be available at the local Agency administrative office for at least three years following the date of final payment. The use of a "Summary Log," as described in "Acceptance Sampling of Testing," facilitates reviews of material sampling and testing by Caltrans and FHWA reviewing personnel, and assists the Engineer in tracking the frequency of testing.

When two or more projects are being furnished materials simultaneously from a single plant, it is not necessary to secure separate samples for each project; however, individual test reports are to be supplied to complete the records for each project.

7.0 PROJECT CERTIFICATION

Upon completion of the project, a "Materials Certificate" shall be completed by the Engineer. The City shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the local Agency construction records. The Construction Manager in charge of the construction function for the City shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certificate," including changes by virtue of contract change order

REFERENCES

1. State of California, Department of Transportation LAPM Chapter 16. June 10, 2011 Edition
2. State of California, Department of Transportation QAP Manual, revised January 20, 2011

EXHIBIT "A"

Minimum Testing Frequency

Concrete Aggregate:

Conformance Testing Verification (within 12 months)

Sieve Analysis	CTM 202
Sand Equivalent (SE)	ASTM D2419 CTM 217
LA Rattler ^{Rattler}	ASTM C131 CTM 211
Sodium Soundness	ASTM C88
Organic Impurities	ASTM C40
Specific Gravity of Aggregate	CTM 206/207
Durability of Aggregate	CTM 229

Concrete:

Frequency: Initial and at least every 300CY

Slump	CTM 556
Air Content	CTM 504
Compressive Strength	CTM 521
Making of Concrete Cylinder	CTM 540
Density Test	CTM 518
Temperature	CTM 557

Asphalt Mix Design:

Frequency: 1 per mix per project

Sieve Analysis	CTM 202
Sand Equivalent (SE)	CTM 217
LA Rattler	CTM 211
Specific Gravity (agg)	CTM 206/207
Optimum Oil content	CTM 367
Maximum Density (Hveem)	CTM 304/308
Maximum Theoretical Density	CTM 309

Paving Asphalt/Liquid Asphalt/Asphalt Emulsion:

Frequency: Certificate of Compliance

EXHIBIT "A"

Minimum Testing Frequency - Continued

Asphalt Concrete Mixture:

Frequency: Every 500 tons of Placement or 1 per day

Oil Content	CTM 382
Gradation Analysis	CTM 202
Maximum Density (Hveem)	CTM 304/308
Maximum Theoretical Density	CTM 309
HVEEM Stability	CTM 366

Aggregate Base/Aggregate Subbase:

Frequency: Initial and 1 for every 3000 tons or source change

Sieve Analysis	CTM 202
Durability	CTM 229
R-Value	CTM 301
Sand Equivalent	CTM 217
Moisture (1 daily if paid by weight)	CTM 226
Relative Density (as necessary for acceptance)	CTM 231
Laboratory Relative Compaction	CTM 216

Soil:

Frequency: Every Soil change (2 minimum per project)

Maximum Density/Optimum Moisture	CTM 216
Expansion Index	ASTM D4829
Relative Compaction in place (as needed)	CTM 231

EXHIBIT 1-B: SCOPE OF WORK

INTRODUCTION

DMR Team, Inc. will provide an updated Quality Management Plan for the City of Lancaster for approval by Caltrans District 7.

Under this Revised Task Order 2 the Consultant shall provide civil and electrical design plans for construction including the following:

1. Develop an updated and Approved Caltrans Quality Assurance Plan (QAP) and include the Source Inspection Quality Management Plan (SIQMP).
2. Contract and provide for the implementation and inspection per the amended and approved City of Lancaster, Caltrans Quality Assurance Plan (QAP) and Source Inspection Quality Management Plan (SIQMP).

A detailed outline of the scope of work by Task is included below.

Milestone tasks and schedule are included in Exhibit 2-B and payment and fees by tasks is included in Exhibit 3-B.

1.1 Payment

The payment for Task 1 and Task 2 will be made at a price that will not exceed the amount on EXHIBIT 3. This payment will be considered as full compensation for providing all the labor, equipment, materials, and other essentials needed to perform Task 1 and Task 2 as required in this Scope of Work.

EXHIBIT 1-C: SCOPE OF WORK

INTRODUCTION

On August 26, 2022, the City executed a Task Order for On-Call Construction Management and Inspection Services with DMR Team, Inc.

On June 17, 2024, a Revised Task Order was executed for source inspection and quality management plan execution for Caltrans processing and testing preparation.

Under this Second Revised Task Order, the City shall authorize the contract contingency approved by Council on August 23, 2022 and May 28, 2024, and request an additional amount for the completion of project. The Consultant shall extend the period of services as indicated on Exhibit 2-C.

Milestone tasks and schedules are outlined in Exhibit 2-C, and the payment and fee structure are provided in the tasks and subtasks table included in Exhibit 3-C.

Except as expressly amended hereby, all the other terms and conditions of the Task Order shall remain unchanged and in full force and effect in accordance with their original terms.

EXHIBIT “2”

SCHEDULE

- A. Task Order 2 – Schedule
- B. Revised Task Order 2 – Schedule
- C. Second Revised Task Order 2 – Schedule

EXHIBIT 2-A: SCHEDULE

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than three (3) calendar days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed thirty (30) after the contract completion date for PWCP 20-005, SR-138 (SR-14) Avenue J Interchange Improvements Phase II. In no event shall performance of the work be completed later than ninety (90) days after the contract completion date for PWCP 20-005 without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

EXHIBIT 2-B: SCHEDULE

Milestone tasks and tentative schedule based on grant funding are included in Exhibit 2-A and 2-B. The schedule is a critical timeline that must be adhered to due to the deadline constraints required by the grant, therefore, all the following tasks must be completed on or before the due dates listed.

In order to preserve grant funding, time is of the essence. Immediately following selection, the selected Consultant will be advised with a Notice to Proceed. Task Order will be processed and executed as soon as possible following selection, and shall be in place prior to Notice to Proceed.

MILESTONE	COMPLETED BY
Executed Revised Task Order 2	May 29, 2024
Notice to Proceed	June 1, 2024
Construction	June 1, 2024

City review periods, as noted in Exhibit 1-A and 1-B are included in this schedule; no additional time will be granted for allowable time with the City.

With submittal of a Proposal, the Consultant acknowledges full understanding and awareness of the proposed schedule. No price adjustments will be permitted for acceleration.

EXHIBIT 2-C: SCHEDULE

Milestone tasks and tentative schedule based on grant funding are included in Exhibit 2-A, 2-B and 2-C. The schedules are a critical timeline that must be adhered to due to the deadline constraints required by the grant.

In order to preserve grant funding, time is of the essence.

The Task Order will be processed and executed as soon as possible shall be in place prior to Notice to Proceed. It is anticipated that the work will be completed no later than May 15, 2025.

With submittal of a Proposal, the Consultant acknowledges full understanding and awareness of the proposed schedule. No price adjustments will be permitted for acceleration.

EXHIBIT “3”

FEE SCHEDULE

The Consultant shall maintain separate costs and shall identify the specific costs. The costs under this task order shall include:

- A. Task Order 2 – Fee Schedule
- B. Revised Task Order 2 – Fee Schedule
- C. Second Revised Task Order 2 – Fee Schedule

<u>Original Authorization:</u>	\$346,510.00
<u>Previous Add'l Authorizations:</u>	\$200,000.00
<u>Authorization No. 2:</u>	\$394,255.00
<u>Total Not To Exceed:</u>	\$940,765.00

EXHIBIT 3-A: FEE SCHEDULE*

TASK NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICES\$	TOTAL PRICES\$
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In support of Exhibit 3, Consultant shall provide, and submit with their proposal, a Fee Grid. The Fee Grid shall be itemized by Task and shall list Personnel, Hours**, Rates and any other costs.

1.	Construction Management General Services	1	LS	<u>\$39,045.00</u>	<u>\$39,045.00</u>
2.	Construction Management Services	1	LS	<u>\$103,430.00</u>	<u>\$103,430.00</u>
3.	Construction Inspection Services	1	LS	<u>190,995.00</u>	<u>190,995.00</u>
4.	Construction Closeout Activities	1	LS	<u>\$12,940.00</u>	<u>\$12,940.00</u>
TOTAL COST NOT TO EXCEED					<u>\$346,510.00</u>

TOTAL COST AMOUNT WRITTEN IN Three hundred forty six thousand five hundred ten dollars and zero cents

*Payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Construction Management and Inspection Services as required in Exhibit 1. No separate payments shall be made for hourly rates, minimums, travel/mileage, subconsultants, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; unit prices as shown on EXHIBIT 3 shall be all-inclusive.

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1, complete. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure

PROPOSED FEE

The following fee estimate is based on 200 calendar days of construction duration, and consulting services extending for an additional 30 calendar days after completion of construction as specified in the RFP.

Material testing has been assumed to require 8 field days and supporting laboratory testing and reporting.

Proposed fee for the construction survey and staking has been included under Task 3.

Tasks:	Resident Engineer/ Program Manager: Hourly Rate: \$185	Office Engineer: Hourly Rate: \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Geotechnical Inspection: (L.S.):	Construction Staking: (L.S.):	Clerical & Admin: Hourly Rate: \$60	Sub Task Sub Total
Task 1: Construction Management General Services								
1.1 - Project Control System Development	11	2					6	\$2,655
1.2 - Weekly, Monthly Project Progress Meetings and Reports	70	22	14				58	\$20,900
1.3 - Document Management Systems	3	4						\$1,075
1.4 - Sub-Consultant Management	33	10					18	\$8,485
1.5 - Construction Management Plan	5	3					4	\$1,555
1.6 - Pre-construction Walk Through	3	16	12				6	\$4,375
Task 1 Subtotals:	\$23,125	\$7,410	\$2,990	\$0	\$0	\$0	\$5,520	\$39,045

Tasks:	Resident Engineer/ Program Manager: Hourly Rate: \$185	Office Engineer: Hourly Rate: \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Geotechnical Inspection: (L.S.):	Construction Staking: (L.S.):	Clerical & Admin: Hourly Rate: \$60	Sub Task Sub Total
Task 2: -Construction Management Services								
2.1 - Preconstruction Conferences	11	3	3				3	\$2,950
2.2 - Communications and Correspondence	20	12	36				28	\$11,080
2.3 - Project Changes and Construction Change Order Management	24	5	5				10	\$6,265
2.4 - Monthly Construction Progress Reports	42	8					24	\$10,250
2.5 - Schedule Monitoring	36	6					10	\$8,040
2.6 - Cost Monitoring	36	6					6	\$7,800
2.7 - Progress/Coordination Meetings	44	12					30	\$11,500
2.8 - Monthly Construction Progress Reports	6	8	12				18	\$4,610
2.9 - Safety	48	14						\$10,700
2.10 - Submittal Management and Review	9	10					12	\$3,685
2.11 - Request for Information (RFI) Management and Review	20		20				12	\$6,720
2.12 - Document Management	32		80				28	\$16,800
2.13 - Review Certified Payrolls	6	10					12	\$3,130
Task 2 Subtotals:	\$61,790	\$12,220	\$17,940	\$0	\$0	\$0	\$11,580	\$103,530

Tasks:	Resident Engineer/ Program Manager: Hourly Rate: \$185	Office Engineer: Hourly Rate: \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Geotechnical Inspection: (L.S.):	Construction Staking: (L.S.):	Clerical & Admin: Hourly Rate: \$60	Sub Task Sub Total
TASK 3 - Construction Inspection Services								
3.1 - Inspection and Documentation		48	28	1160		L.S. (\$8,500.00)		\$145,560
3.2 - Material Testing, Construction Testing & Quality Assurance Program (QAP)					* SEE A (\$18,040.00)			\$18,040
3.3 - Review and Maintain "As Constructed Schedule"	16	12	16				18	\$7,440
3.4 - Maintain Photographic and Video Records of Construction Progress	12	18	20				18	\$7,940
3.5 - Review and Maintain "As Built" Drawings	20	12	10					\$6,410
3.6 - Final Inspection and Punch List	9	12					3	\$3,405
3.7 - Final Acceptance-Punch List Assistance	6	7					3	\$2,200
Task 3 Subtotals:	\$11,655	\$14,170	\$8,510	\$127,600	\$18,040	\$8,500	\$2,520	\$190,995

Tasks:	Resident Engineer/ Program Manager: Hourly Rate: \$185	Office Engineer: Hourly Rate: \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Geotechnical Inspection: (L.S.):	Construction Staking: (L.S.):	Clerical & Admin: Hourly Rate: \$60	Sub Task Sub Total
TASK 4 - Construction Closeout Activities								
4.1 - Contract Closeout	16	12					9	\$5,060
4.2 - Project As-Built Drawings	12	9						\$3,390
4.3 - Final Payment, Final Report of Expenditure Checklist	16	9					6	\$4,490
4.4 - Audit Support	T & M AS NEEDED (Cost TBD)							
Task 4 Subtotals:	\$8,140	\$3,900	\$0	\$0	\$0	\$0	\$900	\$12,940
Total:	\$104,710	\$37,700	\$29,440	\$127,600	\$18,040	\$8,500	\$20,520	<u>\$346,510</u>

Notes:

A. See attached Geotechnical proposal.



Sladden Engineering

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6782 Stanton Avenue, Suite C, Buena Park, CA 90621 (714) 523-0952
450 Egan Avenue, Beaumont, CA 92223 (951) 845-7743
www.Sladdenengineering.com

April 25, 2022

SBP 22-04-049

DMR TEAM, Inc.
9536 Topanga Canyon Boulevard
Chatsworth, California 91311

Project: SR-138 (SR-14) Avenue J Interchange Improvements
Lancaster, California
Public Works Construction Project No. 20-005

Subject: Proposal for Compaction Testing Services

We are please to submit the following proposal to provide the compaction testing services as outlined herein during the initial phase of the proposed Avenue J improvements. The project alignment is located between Avenue J extending west from 20th Street to just west of 25th Street in the City of Lancaster, California. The proposed scope described herein and the associated fees for our services are based upon our correspondence regarding the project scheduling and our understanding of the proposed construction.

SCOPE OF SERVICES:

Services would include field testing and material sampling during waterline installation. Compaction testing services would be performed on an intermittent basis as needed. Testing services will include material sampling, field compaction testing and the associated laboratory testing necessary to evaluate (and document) compliance with the project specifications. Testing will be performed in accordance with appropriate Caltrans and/or ASTM standards.

FEES:

The fees for testing services will be dependent on contractor scheduling and project sequencing. Fees will be invoiced at the following hourly rates. Field technician's time will be invoiced in two-hour increments. Per Company policy all unpaid balances are due in full upon completion of the formal report. **It is our understanding that this is a prevailing wage project.**

Field Technician.....\$130.00/hour
Principal Engineer\$250.00/hour

FEES:

Field Testing/Sampling
 8 days at 10 hours per day/ 80 hrs @ \$130.00/hr.....\$10,400.00

Based upon the assumed construction scheduling, the total fees for field testing and observation during pavement operations are estimated to be approximately.....\$10,400.00

These estimated fees are based upon the preliminary project scheduling information provided. Once the actual construction schedule becomes available, we can provide more representative fee estimates. Billing will be based upon the actual time required to provide adequate testing services. With efficient contractor performance and scheduling, these fees can be limited.

Laboratory testing will be performed as dictated by soil conditions and jurisdictional requirements and will be invoiced on a per test basis. **Total fees for laboratory testing are estimated to be less than \$5,000.00.** The costs for individual tests are indicated on the attached **Schedule of Fees.**

Report preparation and engineering review will depend upon jurisdiction requirements and will be invoiced based upon fee schedule rates. **Fees for report preparation and engineering review are anticipated to be approximately \$1,000.00.**

Total estimated fees\$16,400.00

If there are any questions regarding this proposal or additional information becomes available that may assist in refining the cost estimate provided herein, please contact the undersigned. Please review and initial the attached Terms and Conditions rev 3.0 dated 2/09 as they form part of this agreement. **Additional work required to respond to governmental agency comments will be billed at fee schedule rates in effect at time of work. Reimbursable expenses incurred will be billed at cost plus 15%.** Upon acceptance of this proposal, please sign one copy and return it to our office as authorization to proceed.



August 28, 2021

RE: FEE RATE - ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE TERM OF JULY 2021 TO JUNE 2023

We appreciate to have been selected as part of the City's construction management and inspection team. DMR Team, Inc. (DMR), is pleased to submit our consulting team's fee rate below as requested.

Function	Hourly Rate
Resident Engineer/ Program Manager	\$185.00
Office Engineer	\$130.00
Assistant Office Engineer	\$115.00
Concrete, Masonry, Rebar, Epoxy, Anchor Bolt, Wood Framing Inspections	\$120.00
Structural steel, Deputy Welding, Erection, Bolting, Plant Fabrication Inspections	\$120.00
General Field Observation	\$110.00
Geotechnical, Soils & Material Testing	Cost + 10% Admin Fee (See Attached Sladden Engineering Fee Rate)
Clerical & Admin	\$50.00

Our team of professionals stands ready and eager to assist the City of Lancaster with its construction management needs. Should you have any questions, please don't hesitate to contact the undersigned.

Respectfully,

Sam Talebian

Sam Talebian, PE, MSCE, A-Lic. Engineering Contractor
President
9536 Topanga Canyon Blvd.
Chatsworth, CA 91311
(310) 384-5575



Sladden Engineering

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 www.sladdenengineering.com

2021 SCHEDULE OF FEES

GENERAL SCOPE OF SERVICES

Sladden Engineering provides professional services in the field of soil mechanics, geology, foundation design and earthwork engineering in accordance with generally accepted practices at the time of service. No warranty, either expressed or implied, is granted as a part of the performance of our work. Sladden Engineering does not provide services related to construction safety and shall be held harmless from any liability related to safety issues.

In the event that the client requests termination of work prior to completion, we reserve the right to complete (at the client's expense) any analysis or testing considered necessary to complete our records and protect our professional reputation.

PROFESSIONAL SERVICES

Principal Engineer/Geologist	\$200.00 per hour
Principal Engineer/Geologist (Expert Witness)	\$300.00 per hour
Project Engineer/Geologist	\$150.00 per hour
Staff Engineer/Geologist	\$120.00 per hour

TESTING AND INSPECTION SERVICES

Soil Technician	\$95.00 per hour
Senior Soil Technician	\$100.00 per hour
Soil Technician – Prevailing Wage	\$115.00 per hour
Deputy Grading Inspector	\$99.00 per hour
Special Inspection	\$95.00 per hour
Special Inspection – Prevailing Wage	\$120.00 per hour
Administration/Secretarial	\$75.00 per hour
Report Preparation	\$95.00 per hour
Travel Time	\$95.00 per hour

TESTING AND INSPECTION SERVICES (NIGHTS* AND WEEKENDS)

Soil Technician	\$142.50 per hour
Soil Technician – Prevailing Wage	\$172.50 per hour
Special Inspection	\$142.50 per hour
Special Inspection – Prevailing Wage.....	\$180.00 per hour
Deputy Grading Inspector	\$148.50 per hour
Travel Time	\$142.50 per hour

*5:00PM – 7:00AM

** Sunday and Holidays Double Time

Minimum Charges: A minimum of two hours will be charged for field testing and show up time even if no testing is performed. Reimbursable expenses incurred will be billed at cost plus 15%.

Cancellation Charges: A minimum of four hours at the applicable billing rate will be charged for cancellations received within 12 hours of scheduled testing/inspection.

Prices are subject to change without notice.

Any increase to the Statewide general prevailing wage determination will be added to the above listed prevailing wage rate.



LABORATORY TESTING (ASTM / CALTRANS) & FIELD SERVICES

Maximum Density/Optimum Moisture (ASTM 1557 - Method A)	\$150.00 per test
Maximum Density/Optimum Moisture (ASTM 1557 - Method C)	\$175.00 per test
Maximum Density/Optimum Moisture (California Impact)	\$175.00 per test
Maximum Density/Theoretical (Reis Method)	\$125.00 per test
Sieve Analysis (without 200 wash)	\$100.00 per test
Sieve Analysis (with 200 wash)	\$120.00 per test
Expansion Index (UBC 18-2)	\$135.00 per test
R-Value Determination	\$275.00 per test
Sand Equivalent (Average of three)	\$110.00 per test
Liquid Limit	\$75.00 per test
Plastic Limit	\$75.00 per test
Plasticity Index (Liquid limit & Plastic limit)	\$140.00 per test
Direct Shear Test	\$225.00 per test
Marshall Max A/C/HVEEM Max	\$180.00 per test
Soluble Sulfate Content Determination	\$60.00 per test
Resistivity Testing	\$85.00 per test
Corrosion Series Determination	\$160.00 per test
Asphalt Extraction Gradation	\$185.00 per test
Concrete, Grout, Mortar Compression Tests.....	\$35.00 per test
Core and Shotcrete Compression Tests	\$35.00 per test
Lab Technician Sample Preparation	\$95.00 per hour
Excavator with Operator	\$150.00 per hour

EXHIBIT 3-B: FEE SCHEDULE*

TASK NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICES	TOTAL PRICES
1.	Preparation and Submittal of the revised Quality Assurance Plan (QAP) including the projects specific Source Inspection Quality Management Plan (SIQMP)	1	LS	\$12,000.00	\$12,000.00
2.	Implementation and Inspection Requirements of the SIQMP for the Avenue J Project.	1	LS	\$188,000.00	\$188,000.00
TOTAL COST NOT TO EXCEED					\$200,000.00

TOTAL COST AMOUNT WRITTEN IN Two Hundred Thousand Dollars

*Payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Construction Management and Inspection Services as required in Exhibit 1-B. No separate payments shall be made for hourly rates, minimums, travel/mileage, subconsultants, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; unit prices as shown on EXHIBIT 3 shall be all-inclusive.

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1, complete. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.

EXHIBIT 3-C: FEE SCHEDULE*

TASK NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICES	TOTAL PRICES
1.	Continued Construction Management Services	1	LS	\$56,595.00	\$56,595.00
2.	Continued Construction Inspection Services	1	LS	\$174,720.00	\$174,720.00
3.	Continued Construction Closeout Activities	1	LS	\$12,940.00	\$12,940.00
4.	Continued Implementation and Inspection Requirements of the SIQMP for the Avenue J Project.	1	LS	\$150,000.00	\$150,000.00

TOTAL COST NOT TO EXCEED \$394,255.00

TOTAL COST AMOUNT WRITTEN IN Three Hundred Ninety-Four Thousand
Two Hundred Fifty-Five Dollars

*Payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Construction Management and Inspection Services as required in Exhibit 1-B. No separate payments shall be made for hourly rates, minimums, travel/mileage, subconsultants, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; unit prices as shown on Exhibit 3 shall be all-inclusive.

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1, complete. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.



October 16, 2024

**RE: FEE RATE - EXTENSION OF CM & I, AND SOURCE INSPECTION BUDGET
PWCP 20-005, Ave J Interchange Improvements Project**

Please find the following review of the project construction schedule, as well as Construction Management and Inspection, including source inspection budgets. As requested, the review was conducted to establish the associated budgetary needs for completion of the project, since the project challenges has extended the construction completion time beyond the original contract duration.

CONSTRUCTION DURATION

The NTP for the project was issued on August 7, 2023, for a 360 calendar day duration. The actual field work began on September 19, 2024, with a projected completion time of September 13, 2024. Contractor is behind on the construction schedule and the last updated project schedule showed a completion time of February 11, 2025. Moreover, the discovery of the proposed storm drain system profile conflict with the existing utilities has required modifications to the project design that is expected to push the completion time to May 15, 2025. Since the added scope includes reinforced concrete structures and pipes installed in the ground, there would be an increased level of effort in conducting Source and Specialty Inspections.

The budgets for the efforts involved in the CM & I tasks per the RFP were set up only for a 200 Calendar Days, and not the 360 construction duration.

BUDGET ANALYSIS

There would be a budget shortfall to continue the CM & I services due to the time gap between the construction duration vs. CM & I budget duration, Contractor's delay in project delivery, and the added time due to storm drain system modifications. The projected budget amendment required to take the project through the completion time of May 15, 2025, is shown below. In our projection we have forecasted Earth Systems utilization for Source & Specialty Inspection to finish on March 15, 2025. Please note that we were able to extend our budgets to extend beyond the original 200 calendar which should have been exhausted by May 1, 2024, by judicious utilization of man power, as well as activation of the additional reserve to cover the associated expenses through September. Therefore, the projection below is to provide for the necessary CM & I budget for DMR, and Source & Specialty inspection budget for Earth Systems from October 2024, through May 15, 2025.



Tasks:	Resident Engineer / Program Manager : Hourly Rate: \$185	Office Engineer : Hourly Rate: \$130	Assistant Office Engineer : Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Clerical & Admin: Hourly Rate: \$60	Sub Task Sub Total
Task 2: - Construction Management Services						
2.2 - Communications and Correspondence	20	15			10	\$6,250
2.3 - Project Changes and Construction Change Order Management	30	10	12		15	\$9,130
2.4 - Monthly Construction Progress Reports	40	10			20	\$9,900
2.5 - Schedule Monitoring	20	10			5	\$5,300
2.6 - Cost Monitoring	20	10			5	\$5,300
2.7 - Progress/Coordination Meetings	30	20			20	\$9,350
2.10 - Submittal Management and Review	15	8				\$3,815
2.11 - Request for Information (RFI) Management and Review	24	23			2	\$7,550
Task 2 Subtotals:	\$36,815	\$13,780	\$1,380	\$0	\$4,620	\$56,595.00



Tasks:	Resident Engineer/ Program Manager: Hourly Rate: \$185	Office Engineer: Hourly Rate: \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Clerical & Admin: Hourly Rate: \$60	Sub Task Sub Total
TASK 3 - Construction Inspection Services						
3.1 - Inspection and Documentation		28	21	1260		\$144,655
3.3 - Review and Maintain "As Constructed Schedule"	28	12	16		16	\$9,540
3.4 - Maintain Photographic and Video Records of Construction Progress	32	18	24		16	\$11,980
3.5 - Review and Maintain "As Built" Drawings	25	16	16			\$8,545
Task 3 Subtotals:	\$15,725	\$9,620	\$8,855	\$138,600	\$1,920	\$174,720.00



Tasks:	Resident Engineer/ Program Manager: Hourly Rate: \$185	Office Engineer: Hourly Rate: \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Clerical & Admin: Hourly Rate: \$60	Sub Task Sub Total
TASK 4 - Construction Closeout Activities						
4.1 - Contract Closeout	16	12			9	\$5,060
4.2 - Project As-Built Drawings	12	9				\$3,390
4.3 - Final Payment, Final Report of Expenditure Checklist	16	9			6	\$4,490
4.4 - Audit Support	T & M AS NEEDED (Cost TBD)					
Task 4 Subtotals:	\$8,140	\$3,900	\$0	\$0	\$900	\$12,940
Total DMR:						\$244,255

Specialty & Source Inspection	T & M AS NEEDED, forecasted for 5 months at \$30,000 based on the average level of effort utilized so far	\$150,000
Total Earth Systems		\$150,000

GRAND TOTAL \$394,255.00

Our team of professionals stands ready and eager to assist the City of Lancaster with its construction management needs. Should you have any questions, please don't hesitate to contact the undersigned.

Respectfully,

Sam Talebian

Sam Talebian, PE, MSCE, A & B-Lic. Engineering Contractor
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