

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENTS PROJECT

This Amendment No. 1 to the Memorandum of Agreement (“MOA”) is by and between the City of Pomona, hereinafter referred to as “CITY” and the San Gabriel Valley Council of Governments (“SGVCOG”) to be effective as of the date signed by both Parties. City and SGVCOG are sometimes referred to hereinafter individually as a “Party” and collectively as the “PARTIES”.

RECITALS:

A. **WHEREAS**, the PARTIES entered into that certain MOA, dated May 20, 2024 (the “Original Agreement”), which MOA provides for completion of the East San Gabriel Valley Sustainable Multimodal Improvements Project (“SMIP”) Phase 1 in the CITY, as described in Exhibit “A,” which is attached hereto and incorporated herein by this reference (referred to herein as the “Transit Improvement Program - Metro Gold Line First/Last Mile Improvements Project” or as the “PROJECT”); and

B. **WHEREAS**, the PARTIES desire to amend the MOA for the Scope of Work and budget for additional funding to be contributed by the CITY, for additional grant funds to be allocated by the SGVCOG for the CITY’S PROJECT’S Phase 1 Work as shown in the attached Exhibits “A” and “B”, and additional consultant design services in the amount of \$446,090.00 as shown in the attached Exhibit “C”; and

C. **WHEREAS**, the CITY shall allocate an additional \$2,200,000.00 in local City funds for the Phase 1 Work, amending the CITY’s total local funding contribution from One Million Six Hundred Thousand Dollars (\$1,600,000.00) to Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) (“CITY’s Funding Allocation”) for the CITY’s PROJECT’S Phase 1 Work as shown in the attached Exhibits “A” and “B”; and

D. **WHEREAS**, the City of La Verne shall contribute \$528,000 in local City funds for the Phase 1 Work for the proposed Class-IV bikeway and pavement rehabilitation along Arrow Highway between Lordsburg Court and White Avenue; and

E. **WHEREAS**, the SGVCOG shall allocate an additional \$1,705,500 in MSP Cycle 3 FLM subfunds, totaling \$2,300,500 in MSP subfunds for the CITY’S PROJECT’S Phase 1 Work as shown in the attached Exhibits “A” and “B”; and

F. **WHEREAS**, the SGVCOG secured an additional \$1,860,000.00 in Metro Active Transportation (MAT) Cycle 2 funds grant funds for the CITY’S PROJECT’S Phase 1 Work as shown in the attached Exhibits “A” and “B”; and

G. **WHEREAS**, the SGVCOG secured an additional \$8,144,500.00 in federal Carbon Reduction Program (CRP) grant funds for the CITY’S PROJECT’S Phase 1 Work as shown in the attached Exhibits “A” and “B”; and

H. **WHEREAS**, the SGVCOG's total funding commitment for the SMIP Phase 1 Work shall not exceed the combined MSP FLM subfunds, MAT Cycle 2 funds, and CRP grant funds totaling Twelve Million Three Hundred Five Thousand Dollars (\$12,305,000.00) ("SGVCOG's Funding Allocation"); and

I. **WHEREAS**, SGVCOG is responsible for administration, invoicing, reimbursement requests, and compliance with all applicable grant and funding-source requirements for funds under its control; and

J. **WHEREAS**, the PARTIES desire to enter into this Amendment No. 1 to the Agreement to set forth the PARTIES: 1) Scope of Work for additional consultant design services; 2) Funding Obligations to pay for the completion of project approval and environmental documentation ("PA/ED"), final plans, specifications, and estimate ("PS&E"), right-of-way, and construction; and 3) to specify the terms and conditions under which the Transit Improvement Program - Metro Gold Line First/Last Mile Improvements Project is to be engineered, constructed, financed, and owned as provided herein; and

K. **WHEREAS**, the PARTIES desire to amend the Original Agreement only as expressly set forth herein, and except as specifically amended by this Amendment No. 1, the Original Agreement shall remain in full force and effect. In the event of any conflict between this Amendment No. 1 and the Original Agreement, this Amendment No. 1 shall control.

AGREEMENT

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

1. **Revised Scope of Work.** The Scope of Work for City of Pomona SMIP Phase 1 to the MOA, Exhibit "B", shall be deleted and replaced in its entirety with the following: Exhibit "A" attached hereto and incorporated herein by this reference.

The amended Scope of Work includes betterments, per the CITY's request for:

- 1) Full pavement rehabilitation of Arrow Highway between White Avenue and Cambridge Avenue/Mountain Avenue; and
- 2) Modifications to the raised center median along Arrow Highway; and
- 3) Traffic analyses and renderings for Arrow Highway and White Avenue; and
- 4) Traffic analyses for Arrow Highway and Cambridge Avenue/Mountain Avenue.

Payment terms for these Betterments are described in Sections 2.b and 2.c below.

2. **Revised Funding Allocation.** The PARTIES have allocated various funding sources for the PROJECT. The Phase 1 Work MSP Funding Allocation, Exhibit "C" and the Phase 1 Funding and Expenditure Plans, Exhibit "D" to the MOA, shall be deleted and replaced in their entirety with the following Phase 1 Project Funding Allocation in Exhibit "B" attached hereto and incorporated herein by this reference.

- a. The SGVCOG shall contribute the SGVCOG's total Funding Allocation not to exceed Twelve Million Three Hundred Five Thousand Dollars (\$12,305,000.00), consisting of \$595,000 in MSP Cycle 2, \$1,705,500 in MSP Cycle 3, \$1,860,000.00 in MAT Cycle 2, and \$8,144,500.00 in CRP funds toward eligible costs of the Project's Phase 1 Work.
- b. Section III(A), SGVCOG Responsibilities, is hereby amended to add a subsection III(A)(10), as follows:
 - i. SGVCOG's funding obligation is limited strictly to available, authorized, programmed, and reimbursable Funding Sources. SGVCOG shall have no obligation to advance, advertise, award, or proceed with construction unless all required funding approvals, obligation deadlines, expenditure deadlines, and reimbursement conditions are satisfied. Notwithstanding the foregoing, SGVCOG shall continue to diligently pursue reimbursement and administration of awarded grant funds in accordance with applicable program requirements.
 - ii. SGVCOG shall have no obligation to fund any Project cost overruns, claims, delays, escalation costs, utility conflicts, differing site conditions, contractor claims, change orders, or additional costs unless expressly agreed to in writing by SGVCOG. Nothing herein shall be construed as creating an obligation for SGVCOG to contribute funds beyond SGVCOG's Funding Allocation.
 - iii. SGVCOG shall complete and provide As-Builts to the CITY within 90 days of the date of the Notice of Completion (NOC), and SGVCOG shall file said NOC timely upon completion of construction.
- c. Section III(B), CITY Responsibilities, is hereby amended by deleting and replacing in its entirety III(B)(5), as follows: The CITY shall contribute to SGVCOG the CITY's Funding Allocation in an amount not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) for the Project. This amount includes the original \$1,600,000.00 agreement amount plus an additional \$2,200,000.00, as shown in the attached Exhibits "A" and "B".
 - i. CITY's additional \$2,200,000 contribution shall be available for expenditure on eligible Project costs, including local match obligations, construction costs, and other Project-related expenditures consistent with applicable funding requirements, if necessary. CITY contributions required under this Agreement shall remain available and shall not be reduced, delayed, or deferred based upon the availability, timing, reimbursement, expenditure, or exhaustion of grant funds, third-party contributions, or other funding sources. CITY acknowledges and agrees that its Funding Allocation may be applied by SGVCOG to any eligible Project cost, including but not limited to local match obligations, design, right-of-way, construction, construction management, utility coordination, contingency, Betterments, and other Project-related expenditures, as determined by SGVCOG and consistent with applicable funding requirements.
 - ii. SGVCOG shall administer all funding sources in accordance with applicable grant agreements, reimbursement procedures, local match requirements, and funding source regulations. SGVCOG shall use eligible grant funds to the maximum extent permitted by applicable funding requirements; however,

nothing herein shall require SGVCOG to defer required local match, advance SGVCOG funds, or administer funding in a manner that creates grant compliance, reimbursement, audit, or cash-flow risk.

- d. **La Verne Local City Contribution.** CITY acknowledges that this Agreement identifies a proposed **Five Hundred Twenty-Eight Thousand Dollar (\$528,000.00)** contribution from the City of La Verne for work related to the Class-IV bikeway and pavement rehabilitation along Arrow Highway between Lordsburg Court and White Avenue. Because the City of La Verne is not a party to this Agreement, SGVCOG shall have no obligation to rely on, advance, or credit such funds unless and until a separate written agreement or enforceable funding commitment acceptable to SGVCOG is fully executed. SGVCOG shall not authorize or direct the construction contractor to perform full-width repaving of Arrow Highway between Lordsburg Court and White Avenue unless and until SGVCOG has received from the City of La Verne the agreed local funding contribution in an amount not less than Five Hundred Twenty-Eight Thousand Dollars (\$528,000.00) for such work. SGVCOG shall apply the City of La Verne contribution toward eligible costs associated with the repaving work within that segment in accordance with applicable funding requirements, reimbursement procedures, and grant compliance obligations.
3. Section III(C), Cost Responsibilities of Parties, is hereby amended to add a subsection III(C)(11), as follows:
 - a. **Limitation on CITY Contribution.** CITY shall contribute up to Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) toward the Project as identified in Exhibits A, B, and C. CITY acknowledges that its Funding Allocation constitutes the required local funding share for the Project and may be applied by SGVCOG to any eligible Project cost, including but not limited to design, right-of-way, construction, construction management, utility coordination, contingency, local match obligations, and other Project-related expenditures, as determined by SGVCOG and consistent with applicable funding requirements. The CITY's Funding Allocation is separate from and shall not limit CITY's responsibility for funding CITY-requested Betterments, CITY-requested scope modifications, CITY-requested design changes, utility relocation costs assigned to CITY, CITY-caused delays, or any costs associated with post-award modifications requested by CITY. Such costs shall be funded by CITY in addition to the \$3,800,000.00 Funding Allocation and shall include all associated design, construction, construction management, inspection, administrative, contingency, delay, and change order costs. If sufficient funding is not available to complete the Project, SGVCOG may suspend, defer, reduce the scope of, or terminate portions of the Project until adequate funding has been secured.
 - b. **Payments.** CITY shall remit all required local funding contributions to SGVCOG prior to award of the construction contract. SGVCOG shall have no obligation to award the construction contract, issue a Notice to Proceed, or authorize construction activities until all required CITY contributions have been received.

CITY acknowledges that timely payment of its Funding Allocation is a material condition of this Agreement and is necessary for SGVCOG to satisfy applicable federal grant obligation deadlines and contract award requirements. Any delay in payment by CITY may delay contract award, jeopardize grant funding, and delay Project construction. SGVCOG

shall have no liability for any resulting delays or funding impacts attributable to CITY's failure to timely remit its Funding Allocation.

- c. Following bid opening, SGVCOG shall provide the CITY with the bid results, including the Base Bid and all additive alternates. The Parties shall meet and confer within five (5) business days after bid results are provided to discuss the additive alternates, Available Project Funding, the CITY's Funding Allocation, grant eligibility, and the CITY's preferred award recommendation. For purposes of this Agreement, "Available Project Funding" means the funding sources identified and allocated under this Agreement (and any additional funds the City may choose to provide in a timely manner without risk to grant funding/requirements) that are available for expenditure at the time of award, including applicable grant funds and the CITY's Funding Allocation. CITY shall provide its written recommendation regarding which additive alternates should be included in the construction contract award within ten (10) business days after receiving the bid results.
 - d. SGVCOG shall not be obligated to award any additive alternate unless SGVCOG determines, in its sole discretion, that sufficient Available Project Funding, contingency, and financial capacity exist to complete the Project, the work is eligible under applicable funding requirements, and inclusion of the additive alternate will not adversely affect grant compliance, reimbursement eligibility, Project contingency, funding deadlines, construction schedule, or successful Project delivery. If sufficient funding is not available to award all additive alternates, SGVCOG may award the Base Bid and only those additive alternates that can be funded within the Available Project Funding and the CITY's Funding Allocation.
 - e. If the CITY does not participate in the meet-and-confer process within the time periods specified herein or does not provide its written recommendation within the required ten (10) business days, SGVCOG may proceed with award of the Base Bid only, or the Base Bid together with any additive alternates supported by Available Project Funding, as determined by SGVCOG, in order to avoid delays to grant obligation deadlines, reimbursement requirements, contract award deadlines, construction schedules, or other applicable funding requirements.
4. **Sufficiency of Funding Sources.** Section III(C), Cost Responsibilities of Parties, is hereby amended to add a subsection III(C)(12), as follows:
- a. SGVCOG shall have no obligation to advertise, award, issue notice to proceed, incur construction costs, or continue work unless sufficient funding has been secured and all applicable funding approvals, obligations, authorizations, and reimbursement eligibility requirements are in place. SGVCOG shall promptly notify CITY in writing upon becoming aware of any anticipated funding deficiency, reimbursement issue, or grant compliance concern that may materially impact the Project schedule or budget.
 - b. No provision of this Agreement shall be interpreted to require SGVCOG to utilize unrestricted SGVCOG funds, advance Project costs, or incur financial obligations in anticipation of future grant awards, reimbursements, appropriations, or third-party contributions.

- c. Any loss, de-obligation, lapse, repayment, audit disallowance, reimbursement denial, or ineligible cost caused by CITY action, inaction, requested scope, delay, betterment, or failure to comply with Funding Source requirements as finally determined by the applicable funding agency after exhaustion of any available administrative appeal rights shall be the responsibility of CITY, after SGVCOG pursues all other reasonable and prudent remedies and alternate courses of action without additional cost to SGVCOG.
- d. In the event any provision of this Agreement conflicts with the requirements of a federal, state, regional, or local funding source, the applicable funding source requirements shall control. The Parties agree to cooperate in good faith to amend this Agreement as necessary to maintain compliance with such requirements.

5. **Conservation and Return of City Funds, and Financial Reporting.** Section III(C), Cost Responsibilities of Parties, is hereby amended to add a subsection III(C)(13), as follows:

- a. Project savings shall be allocated among funding sources in accordance with applicable grant agreements, reimbursement requirements, and local match obligations. All unused CITY funds remaining after final Project closeout, resolution of all pending claims, disputes, audits, grant closeout requirements, warranty-related obligations, final contractor payments, retention releases, and satisfaction of all Project obligations shall be returned to CITY within ninety (90) days of date of NOC together with a final accounting of Project expenditures.
- b. For financial reporting, SGVCOG shall provide CITY with copies of applicable grant reimbursement reports or funding reports submitted to Caltrans, Metro, or other funding agencies, together with a summary of expenditures charged against CITY's Funding Allocation. SGVCOG shall not be required to prepare a separate custom financial report beyond reports reasonably available through SGVCOG's ordinary project and grant administration process.

Upon reasonable written request, SGVCOG shall provide copies of bid, contract, change order, and other Project documents directly relating to the expenditure of CITY funds. CITY shall have the right, upon reasonable notice, to inspect and audit financial records directly relating to expenditures charged against the CITY's Funding Allocation.

6. **Construction Administration.** Section III, Responsibilities of Each of the Parties, is hereby amended to add a subsection III(D), as follows:

- a. SGVCOG shall serve as the lead agency for construction of the Project and shall administer, oversee, and manage all construction activities, including construction management services, contractor coordination, project accounting, utility coordination, schedule management, quality assurance, and compliance with all applicable federal, state, regional, and local funding requirements. SGVCOG shall retain sole authority for the day-to-day administration of the construction contract.
- b. SGVCOG shall prepare the final Plans, Specifications and Estimate (PS&E), bid documents, and procurement documents. Prior to advertisement, SGVCOG shall provide the bid documents to the CITY for review. Following completion of the review process, SGVCOG shall advertise, solicit bids, evaluate bids, and administer the procurement process in accordance with applicable law and SGVCOG procurement policies.

- c. SGVCOG shall oversee construction through its own staff and/or contracted construction management services, including administration of the construction contract, coordination with utilities and stakeholders, schedule management, contract administration, review of change orders, claims administration, and Project closeout.
- d. The construction contract shall require the successful contractor to maintain insurance in amounts acceptable to SGVCOG. The contractor shall name both SGVCOG and CITY, together with their officers, officials, employees, agents, and volunteers, as additional insureds where appropriate. The contractor shall defend, indemnify, and hold harmless SGVCOG and CITY to the fullest extent permitted by law.
- e. SGVCOG shall review and respond to all Requests for Information (RFIs), contractor submittals, shop drawings, requests for substitution, and construction correspondence. The CITY shall provide any requested review comments, approvals, or information within seven (7) calendar days following receipt of SGVCOG's request.
- f. SGVCOG shall provide construction inspection services and coordinate field activities, including utility coordination, traffic control, testing, documentation, and compliance with the Project specifications.
- g. SGVCOG shall designate a Resident Engineer who shall serve as the primary authority for administration of the construction contract. The Resident Engineer shall coordinate with the CITY's designated representative regarding Project issues. If the CITY disagrees with a Resident Engineer decision, the Parties shall meet and confer within five (5) business days. If no agreement is reached within such period and immediate action is necessary to avoid delay to the Project or funding requirements, SGVCOG, acting through its Resident Engineer, may proceed with the action reasonably necessary to protect public safety, maintain construction progress, preserve grant compliance, avoid contractor delay claims, and satisfy applicable funding deadlines.
- h. SGVCOG's Resident Engineer shall have the authority to review, negotiate, and approve construction change orders that are within the approved Project contingency and Available Project Funding, consistent with the construction contract and applicable SGVCOG policies. If the cumulative value of approved and pending construction change orders is anticipated to exceed the approved Project contingency or require additional funding beyond the Available Project Funding, SGVCOG shall promptly notify the CITY and provide supporting information regarding the additional funding need. The Parties shall meet and confer within five (5) business days to discuss funding, scope adjustments, or other appropriate actions. Failure of the CITY to provide written recommendations within such period shall not delay the Project, and SGVCOG may take such actions as are reasonably necessary to maintain construction progress, protect the Project schedule, and preserve compliance with applicable funding requirements.
- i. Following award of the construction contract, CITY may request modifications, revisions, enhancements, additional work, value engineering, material substitutions, operational changes, or other scope modifications. The Parties shall meet and confer within three (3) business days after such request to evaluate the request, including cost, schedule, grant eligibility, construction impacts, and funding availability. Nothing herein shall require SGVCOG to suspend construction pending evaluation of a CITY-requested change. SGVCOG shall have no obligation to implement any CITY-requested change unless sufficient funding is available and the change does not adversely affect Project schedule, grant compliance, reimbursement eligibility, or SGVCOG's contractual obligations. Any CITY-requested change that is not funded through Available Project Funding shall be funded by CITY in addition to the CITY's Funding Allocation, including all associated

design, construction, utility, construction management, inspection, administrative, delay, claim, contingency, and change order costs.

- j. The Parties acknowledge that the Project is subject to grant obligation deadlines, reimbursement deadlines, construction milestones, and funding deadlines. The Parties shall cooperate in good faith to avoid delays that could jeopardize funding eligibility, reimbursement, or Project delivery.
 - k. Prior to Project acceptance, SGVCOG shall consult with the CITY regarding substantial completion and final acceptance. The CITY shall not unreasonably withhold concurrence and shall provide any comments regarding substantial completion within ten (10) calendar days of SGVCOG's request. If immediate action is necessary to comply with contract requirements or grant deadlines, SGVCOG may proceed with acceptance while continuing to resolve any remaining issues.
 - l. Consultation with the CITY under this Agreement shall not be construed as transferring administration of the construction contract from SGVCOG. Except as expressly provided herein, SGVCOG shall retain sole authority to administer the construction contract, direct the contractor, interpret the contract documents, determine contract compliance, approve construction means and methods, and take such actions as are reasonably necessary to protect the Project schedule, funding eligibility, public safety, and the public interest.
7. **Indemnity.** Section VI, Indemnity, is hereby amended by deleting and replacing in its entirety Section VI, as follows:
- a. **Mutual Indemnification.** To the fullest extent permitted by law and pursuant to Government Code section 895.4, each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party, together with its elected and appointed officials, officers, employees, agents, consultants, and volunteers, from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, penalties, fines, costs, and expenses, including reasonable attorneys' fees and expert costs, to the extent arising out of or resulting from the negligent acts, errors, omissions, willful misconduct, or breach of this Agreement by the Indemnifying Party, its officers, employees, agents, consultants, contractors, or anyone acting on its behalf in connection with this Project. Nothing herein shall require either Party to indemnify the other for the sole negligence or willful misconduct of the Party seeking indemnification.
 - b. **Contractor Indemnification.** SGVCOG shall require the construction contractor, and where appropriate its subcontractors, to indemnify, defend, and hold harmless SGVCOG and the CITY, together with their respective elected and appointed officials, officers, employees, agents, consultants, and volunteers, to the fullest extent permitted by law for claims arising out of the contractor's performance of the Work, except to the extent caused by the sole negligence or willful misconduct of SGVCOG or the CITY.
8. **Integration.** This First Amendment and all attachments hereto integrate all of the terms and conditions mentioned herein and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the MOA and except as specifically amended hereby, the MOA shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the MOA, the terms and provisions of this First Amendment shall control.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties have caused the Amendment No. 1 to the MOA on the date of last execution by the Parties.

CITY OF POMONA

By: _____
Anita D. Scott
City Manager

Date: _____

APPROVED AS TO FORM:

By:  _____
Sonia Carvalho
City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Cassie E. Trapesonian
General Counsel

EXHIBIT A

EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENT PROJECT (SMIP)

Scope of Work City of Pomona SMIP Phase 1

City of Pomona

Transit Improvement Program - Metro Gold Line First/Last Mile Improvements Project

Pomona SMIP Phase 1 Project Description

The City of Pomona's SMIP Phase 1 Project - Transit Improvement Program – Metro Gold Line First/Last Mile Improvements Project includes completing Project Approval and Environmental Documentation (PA&ED), Plans, Specifications, and Estimates (PS&E), and construction activities for Metro-prioritized First/Last Mile improvements around the Metro North Pomona Station area, Metro A Line Station area, along Garey Avenue, Bonita Avenue, Arrow Highway connecting the region with Metro's rail system. These improvements are proposed to be constructed within approximately one-and one-half mile of the Metro North Pomona and Metro A Line transit stations to prepare for the Metro Pomona A Line Station openings. The proposed First/Last Mile improvements directly result from Metro's Gold Line Foothill Extension 2B First/Last Mile Plan, 2019.

This Project will include bikeway improvements Class-IV bikeway along the south-side of Arrow Highway, signing, crossing improvements, and intersection modifications for bike detection and pedestrian crossing enhancements that will increase pedestrian safety and comfort through ADA compliant curb ramps, high-visibility crosswalks, sidewalk widening and replacement, landscape amenities, bus stop access and improvements to the pedestrian path of travel. The project additionally includes, intersection improvements to lighting, additional lighting along both Garey Avenue and Bonita Avenue signaling, signage, pedestrian and bicyclist crossing, and vehicle detection. Also included in this project is, pavement rehabilitation to facilitate the construction of median and bikeway improvements, as well as full-width repaving of Arrow Highway, enhancing drainage and surface conditions to improve safety for bicycle and pedestrians along with improving functionality for bus transit as well as any other modes of travel.

LINEAR PROJECTS:

1. Sidewalk lighting along Garey Avenue from Bonita Avenue to Arrow Highway (approximately 2,360 lineal feet of distance measured along the centerline of Garey Avenue);
2. New widened (where feasible) and improved sidewalks along Garey Avenue from Bonita Avenue to Arrow Highway, with as-needed ADA compliant curb ramps, high-visibility crosswalks, landscape amenities, and bus stop access improvements (approximately 2,360 lineal feet of distance measured along the centerline of Garey Avenue);
3. Sidewalk lighting along Bonita Avenue from Fulton Road to Garey Avenue (approximately 2,450 lineal feet measured along the centerline of Bonita Avenue); and

4. Sidewalk lighting along Garey Avenue from Harrison Avenue to Bonita Avenue (approximately 1,150 lineal feet measured along the centerline of Garey Avenue);
5. New Class-IV bikeway along the south-side of Arrow Highway from White Avenue to Mountain Avenue (approximately 11,700 lineal feet measured along the centerline of Arrow Highway) and bicycle detection.
6. Full repaving (approximately four [4] inches thick grind and overlay) of Arrow Highway from Lordsburg Court to Mountain Avenue, and with the City of La Verne contribution from White Avenue to Lordsburg Court.

Amended Arrow Highway improvements include additional consultant design services for the following City requested betterments:

- 1) To accommodate the Class-IV bike lane along Arrow Highway the raised center median along Arrow Highway will be reconstructed and pavement rehabilitation will be completed.
- 2) In order to facilitate the City of La Verne's and City of Claremont's approval of the westerly and easterly terminus of the proposed Class-IV bikeway on Arrow Highway, traffic analyses and renderings for Arrow Highway and White Avenue; and traffic analyses for Arrow Highway and Cambridge Avenue/Mountain Avenue will be prepared.

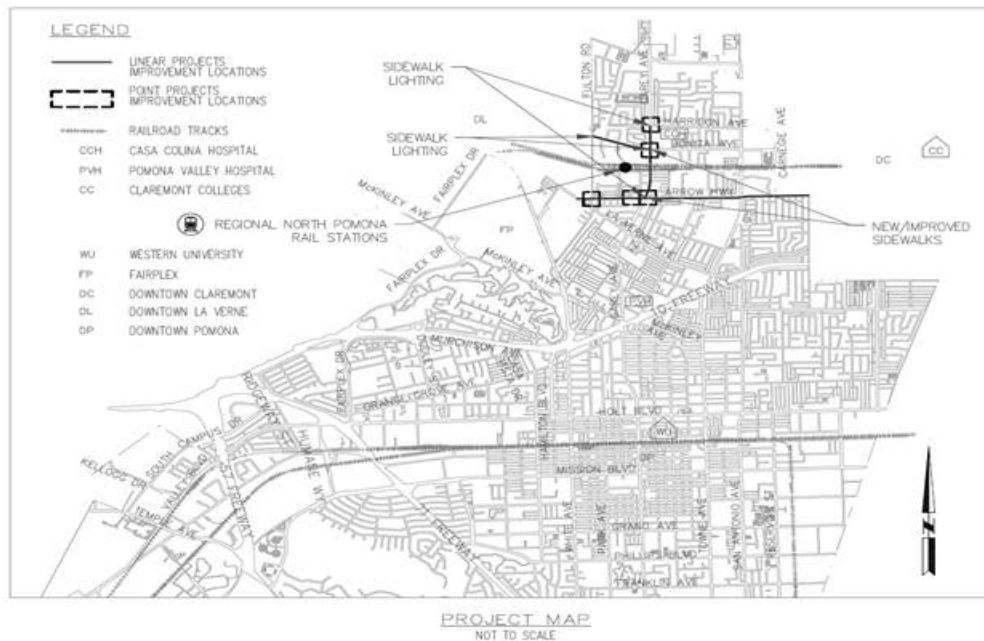
CITY shall contribute a total of Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) toward the Project as identified in Exhibit B. CITY's Funding Allocation shall be available for eligible Project costs, including but not limited to local match obligations, design, right-of-way, construction, construction management, utility coordination, contingency, and other Project-related expenditures as determined by SGVCOG and consistent with applicable funding requirements. CITY-requested Betterments, post-award CITY-requested modifications, and any additional work requested by CITY shall be funded by CITY in addition to the \$3,800,000.00 Funding Allocation in accordance with this Agreement.

POINT PROJECTS: New and improved crossings with bulb-outs for pedestrians are proposed at these intersections:

1. Garey Avenue and Arrow Highway;
2. Arrow Highway and Amberson Street;
3. Harrison Avenue and Garey Avenue; and
4. Garey Avenue and Bonita Avenue.

Pomona SMIP Phase 1 Project Limits/Area & Location Map

The project is located along street segments and street intersections in the City of Pomona. For further details on these locations and the project limits, please see the section above.



Pomona SMIP Phase 1 Estimated Project Costs & Project Funding/Budget

The total cost estimate for the City's SMIP Phase 1 Project is \$16,633,000. Currently secured funding totals \$16,633,000, consisting of: \$595,000 in Measure M Multi-Year Subregional Program (MSP) Cycle 2 and \$1,705,500 in MSP Cycle 3 First/Last Mile (FLM) subfunds, \$1,860,000 in Metro Active Transportation (MAT) Cycle 2 funds, and \$8,144,500 in federal Carbon Reduction Program (CRP) grant funds, which comprises \$12,305,000 in secured funds administered by the SGVCOG; and \$528,000 in local funding contributions by the City of La Verne and \$3,800,000 in local funding contributions by the City, totaling \$4,328,000 in local funding contributions to complete Project Approval and Environmental Documentation (PA&ED), Plans, Specifications, and Estimates (PS&E), and construction to implement the Project. Final construction costs will be confirmed upon completion of PS&E. SGVCOG shall have no obligation to proceed with construction unless sufficient funding is secured and all applicable Funding Source requirements are satisfied. Details for the secured funding for the Project are shown in Exhibit B.

Pomona SMIP Phase 1 Project Detailed Schedule

Current Project Status: The Project is currently progressing from 60% to 90% design.
Community Outreach completed.

Pomona SMIP Phase 1 Project Milestone Schedule			
Project Milestones / Phases	Start Date	End Date	Duration (Months)
PA&ED	January 15, 2024	May 15, 2026	4
PS&E	May 1, 2024	June 30, 2026	27
ROW	n/a	n/a	n/a
CON	November 1, 2026	September 1, 2027	10
CLOSEOUT	December 1, 2027	April 1, 2028	4

EXHIBIT B

CITY OF POMONA EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENT PROJECT (SMIP)

Phase 1 Project Funding Allocation

Project Name	Source of Funds	Phase	Responsible Funding Party	Amount	Funding Programming
Transit Improvement Program – Metro Gold Line First/Last Mile Improvements Project	City Funds	PS&E	Pomona	\$545,141.50	FY24/25, FY25/26 & FY26/27
	City Funds	Construction	Pomona	\$3,254,858.50	FY26/27, Qtr. 1
	City Funds	Construction	La Verne	\$528,000	FY26/27, Qtr. 1
	<i>Measure M MSP Cycle 2 (FLM Subfund)</i>	<i>PS&E</i>	<i>SGVCOG</i>	<i>\$595,000</i>	<i>FY22/23 to FY25/26</i>
	<i>Measure M MSP Cycle 3 (FLM Subfund)</i>	<i>Construction</i>	<i>SGVCOG</i>	<i>\$1,705,500</i>	<i>FY26/27</i>
	<i>Metro Active Transportation Cycle 2</i>	<i>Construction</i>	<i>SGVCOG</i>	<i>\$1,860,000</i>	<i>FY27/28</i>
	<i>Carbon Reduction Program (CRP)</i>	<i>Construction</i>	<i>SGVCOG</i>	<i>\$8,144,500</i>	<i>FY26/27</i>
Subtotal City Contribution				\$3,800,000	
Subtotal City of La Verne Contribution				\$528,000	
Subtotal SGVCOG Contribution				\$12,305,000	
TOTAL SECURED FUNDING				\$16,633,000	

EXHIBIT C

CONSULTANT TASK ORDER AMENDMENT NO. 1