



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

FTIP#: LAF1649

CFP# F1649
LOA.P00F1649

January 25, 2010

City of Long Beach
333 W. Ocean Blvd., 10th Floor
Long Beach, CA 90802
Attn: Patrick West, City Manager

31623

**RE: LETTER OF AGREEMENT FOR PROJECTS PROGRAMMED THROUGH THE
LACMTA CALL FOR PROJECTS**

Dear Sir/Madam:

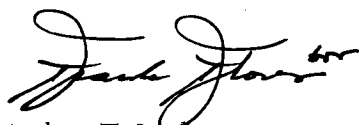
As part of the Los Angeles County Metropolitan Transportation Authority ("LACMTA") 2007 Call for Projects, the LACMTA Board of Directors, at its meeting on September 27, 2007, authorized the programming of funds to the City of Long Beach ("Project Sponsor") for the Willow Street Pedestrian Improvement Project – LACMTA Call for Projects ID# F1649, FTIP# LAF1649, (the "Project") subject to the terms and conditions contained in this Letter of Agreement ("LOA").

The terms and conditions of this LOA consist of the following and each is incorporated by reference herein as if fully set forth herein: Specific Terms of the LOA, General Terms of the LOA; Attachment A - the Project Funding, Attachment B - intentionally omitted, Attachment C - the Scope of Work, Attachment D - the Reporting & Expenditure Guidelines, Attachment E - Federal Transportation Improvement Program (FTIP), Attachment F - Caltrans Document List, and any other attachments or documents referenced therein.

In the event of a conflict, the Special Conditions for the Project, if any, shall prevail over the Specific Terms of the LOA and the Specific Terms of the LOA shall prevail over the General Terms of the LOA.

Please acknowledge your acceptance and agreement to the terms and conditions of this LOA by signing below.

Very truly yours,

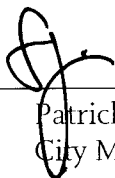


Arthur T. Leahy
Chief Executive Officer

Project Sponsor has read and understands the terms and conditions of this LOA, including all the attachments, and by signing below Project Sponsor hereby accepts and agrees to the terms of this LOA.

City of Long Beach

Assistant City Manager

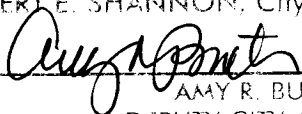
By: 
Patrick West
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Date: 3-29-10

APPROVED AS TO FORM

3-25, 2010
ROBERT E. SHANNON, City Attorney

By: 
AMY R. BURTON
DEPUTY CITY ATTORNEY

**CALL FOR PROJECTS
LETTER OF AGREEMENT**

**PART I
SPECIFIC TERMS OF THE LOA**

1. Title of the Project (the "Project"): Willow Street Pedestrian Improvement Project - LACMTA Call for Projects ID# F1649, FTIP # LAF1649.
2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors' action of September 27, 2007, programmed \$2,180,000 (the "Funds") to Project Sponsor for the Project. The LACMTA funding plan reflects the programming of Funds over two years, Fiscal Year (FY) 2009-10 and FY 2011-12. LACMTA Board of Directors' action recertified the Funds for FY 2009-10 only in the amount of \$374,000. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being obligated by Project Sponsor.
3. The Funding Agency for this Project (the "Agency") is CALTRANS. The Programming Agency for this Project is LACMTA.
4. 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 budget for the Project, including the Funds programmed by LACMTA and the Project Sponsor Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Project Sponsor shall complete the Project as described in the **Scope of Work**. The "Scope of Work" for the Project is attached to this LOA as Attachment C. The Scope of Work includes a general description of the Project and a detailed description of the work to be completed. The Scope of Work also includes a set schedule including Project milestones consistent with the lapsing policy described in Part II below. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing.
6. 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 www://program.metro.net. All projects that receive funding through the LACMTA Call For Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Project Sponsor shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Project Sponsor 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 Project Sponsor is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Project Sponsor fail to meet this date, it may affect Project Sponsor's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

7. Prior to the obligation of the Funds, no material changes to the Project Funding or the Scope of Work shall be funded or allowed without prior written approval of LACMTA and Project Sponsor. Such prior approval shall be evidenced by an amendment to this LOA, approved and signed by the LACMTA Chief Executive Officer or his designee and Project Sponsor. After the Funds have been obligated, no material changes will be allowed.

8. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Attention: Desiree Portillo-Rabinov, Transportation Planning Manager
portillorabinovd@metro.net
MS: 99-22-4

9. Project Sponsor's Address:

City of Long Beach
333 W. Ocean Blvd., 10th Floor
Long Beach, CA 90802

Attention: Courtney Aguirre, Transportation Programs Planner
courtney.aguirre@longbeach.gov

PART II
GENERAL TERMS OF THE LOA

1. **PAYMENT OF FUNDS:** Project Sponsor understands and agrees that LACMTA provides no Funds under this LOA and LACMTA shall have no responsibility or obligation to provide any Funds for the Project. Project Sponsor shall receive the Funds directly from the Agency pursuant to a separate agreement with the Agency. Project Sponsor shall submit to the Agency the appropriate invoices in the form, manner, and schedule specified by the applicable requirements of the Agency. **Project Sponsor cannot be reimbursed for any cost incurred without prior authorization from the Agency.** Project Sponsor shall be subject to, and comply with, all applicable requirements of the Agency and of LACMTA as required by LACMTA to fulfill its responsibilities as the programming agency. The allowability of expenditures, the cost reimbursement schedule, eligibility issues, resolution of disputes, and all other issues relating to this LOA shall be subject to the rules, regulations, and requirements of the Agency and LACMTA as the programming agency.

2. **TERM.**

2.1 The term of this LOA shall commence upon the date of this LOA, and shall terminate upon completion of the Scope of Work and LACMTA's receipt of Caltrans' final voucher paid for the Project.

2.2 Prior to the obligation of the Funds, should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this LOA by giving written notice to Project Sponsor at least thirty (30) days in advance of the effective date of such termination.

3. **USE OF FUNDS:**

3.1 Project Sponsor shall utilize the Funds to complete the Project as described in the Scope of Work and as approved by LACMTA and in accordance with the applicable requirements of the Agency.

3.2 The Funds, as programmed under this LOA, can only be used towards the completion of the Scope of Work originally adopted by LACMTA unless modified by an amendment to this LOA. Project Sponsor shall also be subject to and comply with all applicable requirements of the Agency administering this Project.

4. REPORTING AND AUDIT REQUIREMENTS:

4.1 Project Sponsor shall be subject to and comply with all applicable requirements of the Agency regarding Project reporting and audit requirements. *Project Sponsor shall use the Federal Transportation Improvement Program ("FTIP") No., Expenditure Authorization ("EA") No., and LACMTA Call for Projects Project ID# on all correspondence.*

4.2 Since the Project is funded exclusively with Federal funds and contains no LACMTA local funding, LACMTA has no audit responsibilities for this Project. Project Sponsor shall comply with all Agency compliance, pre-award and performance audit requirements as deemed necessary to assure that funding expenditures conform to all applicable Project funding guidelines, laws and regulations. LACMTA, as the programming agency, shall have the right, at its sole discretion, to audit the Project for compliance with the terms of this LOA and to assure that funding expenditures conform to the terms of this LOA. LACMTA shall have the same audit rights as the Agency to audit the Project.

4.3 Project Sponsor shall submit the Quarterly Progress Report within 60 days after the close of each quarter on the last day of the months November, February, May and August. Annually with the 4th quarter Progress Report, Project Sponsor also shall submit photos of key components and milestones demonstrating Project progress or completion.

5. EXPENDITURE AND DISPOSITION OF FUNDS:

5.1 The expenditure and disposition of the Funds by Project Sponsor shall be subject to and in accordance with the terms and conditions of this LOA and the applicable requirements of the Agency. Project Sponsor shall not utilize the Funds in any other way or on any project other than that specified in this LOA and the applicable requirements of the Agency.

5.2 Project Sponsor shall be responsible for any and all cost overruns for the Project.

5.3 Project Sponsor shall be eligible for the Funds up to the programmed amount specified in Part I, Section 2 of this LOA subject to the terms and conditions contained herein and in all applicable requirements of the Agency.

5.4 Subject to the requirements and regulations of the Agency, and to the extent allowed by the Agency, any underruns to the funds shown in Attachment A shall be apportioned between LACMTA and Project Sponsor in the same proportion as the Sources of Funds from each party to this LOA as specified in Attachment A to this LOA. Upon completion of the Project described in the Scope of Work and subject to the requirements and regulations of the Agency, and to the extent allowed by the Agency, any unused obligation of the Funds shall revert back to LACMTA for future programming at LACMTA's discretion.

5.5 The programming of the Funds does not imply nor obligate any future funding commitment on the part of LACMTA or the Agency.

6. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

- 6.1 Project Sponsor must demonstrate timely use of the Funds by:
- (i) executing this LOA within ninety (90) days of receiving formal transmittal of the LOA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
 - (ii) obligating the Funds programmed under this LOA for allowable costs within 36 months from July 1 of the first Fiscal Year in which the Funds are programmed. All Funds programmed for FY 2009-10 are subject to lapse on June 30, 2012. All Funds programmed for FY 2011-12 are subject to lapse on June 30, 2014.

If Project Sponsor fails to meet any of the above conditions, the Project shall be considered lapsed and will be submitted to the LACMTA Board of Directors for deobligation.

6.2 Project Sponsor must demonstrate evidence of timely use and obligation of Funds programmed for the Project within the time period described in Part II, Section 6.1 of this LOA. Evidence of timely obligation will be either an executed "Authorization To Proceed" document (Caltrans Version E-76).

6.3 In the event this LOA is not executed and/or evidence of timely obligation of Funds is not provided as described in Part II, Sections 6.1 and 6.2 of this LOA, the Project will be reevaluated by LACMTA as part of the annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Project Sponsor does not complete one element of the Project, as described in the FTIP Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event the Funds are reprogrammed, this LOA shall automatically terminate without further action by either party.

7. SOURCES AND DISPOSITION OF FUNDS:

7.1 **The obligation for LACMTA to program the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors, the United States Government or the State of California, as applicable. If such Funds are not made available for the Project, this LOA shall be void and have no further force and effect, and LACMTA shall have no obligation to program the Funds for the Project, unless otherwise agreed to in writing by LACMTA.**

7.2 Project Sponsor shall fully fund and contribute the Project Sponsor Funding Commitment, as 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, Project Sponsor agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8. COMMUNICATIONS:

8.1 Project Sponsor shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. Project Sponsor shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by Metro" or alternative acceptable minimum language; and (ii) the Metro logo, with the exception of press releases, which do not require a Metro logo.

8.2 If Project Sponsor produces any Communication Materials that do not contain the information set forth in Section 8.1 above, Project Sponsor must provide an opportunity for the prior review and written comment by the Chief Communications Officer of LACMTA or its designee before such materials can be produced. If Project Sponsor does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Project Sponsor may proceed with producing the Communications Materials as proposed.

8.3 For purposes of this LOA, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

8.4 For signage on Project structures, facilities, vehicles and construction sites, Project Sponsor shall use the phrase, "Funded in part by [Metro logo]" or "Your tax dollars at work (Metro logo)" or alternative acceptable language. Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials guidelines available from the LACMTA Communications Division.

8.5 Project Sponsor shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

8.6 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

8.7 Project Sponsor shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 8.

9. **OTHER TERMS AND CONDITIONS:**

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

9.2 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 LOA, or the applicable requirements of the Agency, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

9.3 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 Project Sponsor under or in connection with any work performed by and or service provided by Project Sponsor, its officers, agents, employees, contractors and subcontractors under this LOA. Project Sponsor shall fully indemnify, defend and hold LACMTA, 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) misuse of the Funds by Project Sponsor, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Project Sponsor's obligations under this LOA; or (iii) any act or omission of Project Sponsor, 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 LOA.

9.4 Neither party hereto shall be considered in default in the performance of its obligations 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 LOA.

9.5 Project Sponsor shall comply with and insure that work performed under this LOA is done in compliance with Federal Agency Regulations (FAR), Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and the applicable requirements and regulations of the Agency and LACMTA.

9.6 Project Sponsor shall not assign this LOA, or any part thereof, without written consent and prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

9.7 This LOA shall be governed by California law. If any provision of this LOA 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.

9.8 The terms of this LOA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

9.9 If any software/Intelligent Transportation Systems (“ITS”) is developed with the Funds and if Project Sponsor ceases to use the software/ITS for public purposes or Project Sponsor 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 Project Sponsor reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

9.10 If applicable, implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with LACMTA’s 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. (See www.metro.net/projects_studies/call_projects/other_resources.htm for a copy of LACMTA’s Countywide ITS Policy and Procedures.)

9.11 If any parking facilities are designed and/or constructed using the Funds, Project Sponsor shall coordinate with LACMTA parking program staff in the planning, design and management of the facility and shall ensure that its implementation is consistent with LACMTA-adopted parking policy. (For LACMTA’s Parking Policy and contact information, see www.metro.net/projects_studies/call_projects/other_resources.htm.)

9.12 Project Sponsor agrees that the disposal of property purchased with the Funds shall be disposed of in accordance with the Agency’s guidelines.

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

9.14 Project Sponsor in the performance of the work required by this LOA is not a contractor nor an agent or employee of LACMTA. Project Sponsor 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. Project Sponsor shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

9.15 Project Sponsor shall notify LACMTA in advance of any key Project staffing changes.

ATTACHMENT C

SCOPE OF WORK

WILLOW STREET PEDESTRIAN IMPROVEMENT

LOCATION

The project is located entirely within the City of Long Beach, in the right-of-way of Willow Street from the Los Angeles River to Atlantic Avenue. The project length is 1.1 miles. Willow Street is classified as a major arterial. In the project area, the street width ranges from between 80 to 88 feet. The roadway is striped for six lanes with left turn pockets and parking throughout. Traffic counts on Willow Street average 32,600 daily.

The Willow Street project area is surrounded by established residential neighborhoods, the majority of which are built on a classic grid pattern. There is great pedestrian accessibility within the neighborhoods and great accessibility to Willow Street and the regional transit located on Willow Street. Most of the residential neighborhoods are older and lined with mature trees. The residential pedestrian environment is conducive to walking. The present streetscape provides little encouragement for people to walk on Willow Street, despite this relatively high pedestrian volume. This volume can be explained by the presence of regional transit and the lack of neighborhood serving businesses elsewhere in the area.

The project is on a street that is broad and characterized by swift moving traffic, when parking restrictions are in effect there are no parked cars and no parkway landscaping to function as a barrier to the traffic. Additionally, there are only a few trees to provide shade. The Metro Blue Line, although a beneficial regional transit facility, cuts through the neighborhood and creates a barrier to walking. The use of neighborhoods identification signs should reduce the impact of the train tracks and fencing. The continuity that will be achieved by the installation of unified landscaping design will serve to move people past this barrier and encourage them to walk greater distances.

PROJECT DESCRIPTION

The project is intended to improve the pedestrian environment for the various Wrigley Heights and Memorial Heights neighborhoods of Long Beach from the Los Angeles River to Atlantic Avenue for a total length of 1.1 miles. The improvements are intended to improve safety conditions by highlighting major intersections to make them more visible for both motorist and pedestrian and the introduction of pedestrian scaled lighting will add a dimension of security to late evening and night pedestrian traffic. The combined impact of the improvements will make people inclined walk more and walk further along Willow Street.

The project provides pedestrian-oriented improvements to Willow Street including medians, pedestrian lighting, landscaping, signage, and crosswalk treatments. Specifically, the project consists of the slate of pedestrian improvements listed below.

Medians:

Artwork elements in medians

Installation of 14-foot wide landscaped pedestrian islands/medians

Parkways:

Pedestrian lights
Enhanced pavement
Street trees

Major Intersections:

Enhanced crosswalks at four major intersections: Long Beach Blvd., Magnolia Ave., San Francisco Ave., and Santa Fe Ave.

DETAILED SCHEDULE

Tasks	Begin	End	Duration (Months)
Feasibility Study	12/1/09	1/30/10	2
Environmental Documentation	12/1/09	2/28/10	3
Governing Board Approval	12/22/09	12/22/09	1
Design Engineering	10/1/10	5/1/11	8
Completion of Plans, Specifications, & Estimates	6/30/11	6/30/11	1
Community Meetings or Other Forums	3/1/11	6/30/11	4
Ready to Advertise Bid & Award Construction Contract	12/1/11	12/1/11	1
Construction	2/1/12	9/30/12	8
Report of Completion	10/1/2012	11/30/2012	2

ESTIMATED PROJECT COSTS

Item #	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Environmental Documentation				\$0.00
2	Preliminary Design				\$531,000.00
3	Construction				
	Medians				
	Landscaping				
	<i>Decorative concrete center median noses- 4' wide</i>	2,100	lf		
	Remove asphalt pavement	6,300	sf	\$3.00	\$18,900.00
	Install concrete-natural color, seeded aggregate	6,300	sf	\$18.00	\$113,400.00
	 <i>Landscaped center medians - 14' wide</i>				
	Remove asphalt pavement	14,300	sf	\$3.00	\$42,900.00
	Excavate base and soil 24" deep	1,059	cy	\$20.00	\$21,185.00
	Replace with amended topsoil from a single source	1,059	cy	\$30.00	\$31,778.00
	Install 6" wide natural concrete mow strip	2,200	lf	\$3.00	\$6,600.00
	Install natural concrete bands seed with aggregate w/in landscaped areas	1,152	sf	\$18.00	\$20,736.00
	Install irrigation	13,200	sf	\$7.50	\$99,000.00
	Install electrical POC - 1/median	4	ea	\$4,500.00	\$18,000.00
	Install electrical conduit	10,100	lf	\$3.00	\$30,300.00
	Install an electrical outlet at each new tree	44	ea	\$450.00	\$19,800.00
	Plant 36" box trees	44	ea	\$675.00	\$29,700.00
	Plant 50% 5-gal. Plants 30" o.c.	1,056	ea	\$45.00	\$47,520.00
	Plant 50% 1-gal. Plants av. 15" o.c.	4,231	ea	\$18.00	\$76,154.00
	Mulch	13,130	sf	\$1.13	\$14,836.90
	Parkways				
	Demo concrete	10,000	sf	\$5.00	\$50,000.00
	Electrical conduit for lighting & irrigation	8,000	sf	\$20.00	\$160,000.00
	Lighting outlets	175	ea	\$900.00	\$157,500.00
	Pedestrian Light Standards	102	ea	\$6,000.00	\$612,000.00
	Install irrigation	175	ea	\$1,200.00	\$210,000.00
	Install interlocking pavers set in sand	5,000	sf	\$20.00	\$100,000.00
	Plant 36" box trees	120	ea	\$675.00	\$81,000.00
	Mulch	7,453	sf	\$1.20	\$8,943.60
	Major Intersections				
	<i>Enhanced crosswalks at 4 intersections</i>				
	Enhanced striping	3,000	sf	\$7.29	\$21,870.00
	4" PCC Sidewalk	5,000	sf	\$10.00	\$50,000.00

Construction Subtotal	\$2,042,123.50
<i>Direct Construction Cost</i>	
Contingency (15%)	\$306,318.53
Construction Inspection (10%)	\$234,844.20
GRAND TOTAL	3,114,286.23

Willow Street - Illustrative Pedestrian Improvements



Existing view looking west.



Same view with pedestrian street lights and street trees.

LOA ATTACHMENT D
REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress Report (Attachment D1) is 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 a quarterly report to the LACMTA Project Manager. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/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 Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/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 (LOA 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 LOA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The LOA 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 LOA ATTACHMENT D1

QUARTERLY PROGRESS REPORT

Grantee To Complete
LOA# P000F1649
Quarterly Report #

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO LACMTA PROJECT MANAGER
 Please submit Quarterly Progress Report with 60 days after the close of each quarter
 no later than November 30, February 28, May 31, and August 31.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: Willow Street Pedestrian Improvement Project
 LOA#: P000F1649

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2007-2008 2008-2009 2009-2010
 2010-2011 2011-2012 2012-2013

Quarter : Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

(Attach photos of key components & mileston

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

Freeway RSTI Signal Synchronization
 TDM Bikeway Pedestrian
 Transit TEA

LACMTA Area Team Representative / Project Mgr.	Name:	Desiree Portillo-Rabinov
	Area Team:	Gateway Cities
	Phone Number:	213-922-3039
	e-mail:	PortilloRabinovD@metro.net

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

SECTION 2: Quarterly PROGRESS REPORT

1. Project-to-Date Expenditure	
% of Project Budget Expended to Date	
% of Project Completion	

2. PROJECT COMPLETION

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

- On schedule per original LOA schedule
- Less than 12 months behind original sche
- Between 12-24 months behind original schedule
- More than 24 months behind original sche

B. Was the project design started within 6 months of the date originally stated in the LOA?

- Yes
- No
- Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
- No
- Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. 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."

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.

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
2011 Federal Transportation Improvement Program (\$000)

TIP ID **LAF1649**

Implementing Agency **Long Beach, City o**

SCAG RTP Project #: 1NL04

PPNO:

EA Number:

SCAG Model #:

Project Title

Willow Street Pedestrian Improvement Project. This project provides pedestrian-oriented improvements to Willow St including medians, pedestrian lighting, landscaping, signage and crosswalk treatments.

Project Description

Willow Street Pedestrian Improvement Project. This project provides pedestrian-oriented improvements to Willow St including medians, pedestrian lighting, landscaping, signage and crosswalk treatments.

System Route Postmile
Local Hwy

Program Code
NCR27 - PEDESTRIAN FACILITIES-UPGRADE

Environmental Document
CATEGORICALLY EXEMPT - 02/28/2010

Conformity Category
EXEMPT

Air Basin
SCAB

Project Completion Date
10/01/2014

Current Impementation Status
No Project Activity - 10/09/2007

Project Manager
Sumire Gant - (562) 570-6618

Last Modified By
Sumire Gant on 10/12/2009

	Fund	Engineering	Right of Way	Construction	Total
10/11	CMAQ - Congestion Mitigation Air Quality	\$374			\$374
11/12	CMAQ - Congestion Mitigation Air Quality			\$1,806	\$1,806
10/11	CITY - City Funds	\$157			\$157
11/12	CITY - City Funds			\$760	\$760
		\$531	\$0	\$2,566	\$3,097

Change Reason:

Carry Over, Revise Funding - Revise Between Fiscal Years

Narative:

Total Cost **\$3,097**

Last Revised **Adoption 11-00 - METRO PENDING**

ATTACHMENT F
LIST OF DOCUMENTS TO BE SUBMITTED TO CALTRANS
(FOR FEDERAL FUNDED PROJECTS)

NOTE: Refer to the Local Assistance Procedure Manual (LAPM) for the Exhibits.

Request for Authorization for Preliminary Engineering (PE)

1. Copy of approved FTIP sheet.
2. Copy of LOA with LACMTA (only if RSTP, CMAQ, or Federal STIP funds are involved).
3. Field Review Form – Exhibit 7-B.
4. Preliminary Environmental Study Form (PES) – Exhibit 6-A.
5. A field review should be conducted at this stage and then the remaining documents could be submitted. During the field review all issues of the project such as Environmental & Right-of-Way (R/W) should be identified and addressed.
6. Request for Authorization to Proceed with PE – Exhibit 3-A.
7. Request for Authorization – Data Sheets – Exhibit 3-G.
8. Local Programs Agreement – Exhibit 4-A (only if the agency plans to begin invoicing for PE Phase prior to contract award).

NOTE: The portion of PE work done prior to authorization is ineligible for federal participation. The Master Agreement (if needed), Supplemental Agreement and PR2 will be initiated upon receiving Exhibit 4-A. Invoices will be accepted only after execution of all of these agreements. Caltrans Encroachment permit must be obtained before the Request to Proceed with Construction Phase if Caltrans R/W is involved.

Request for Authorization for Utility Relocation

1. Request for Authorization to Proceed with Utility Relocation – Exhibit 3-L.
2. Completed Project Prefix Checklist – Exhibit 3-E (if previously not submitted).
3. Finance Letter – Exhibit 3-F.
4. Request for Authorization – Data Sheets – Exhibit 3-G.
5. Local Programs Agreement Checklist – Exhibit 4-A (if not submitted previously).
6. Approved Environmental Document. (After the authorization, the following documents should be submitted).
7. Request for Specific Authorization: See Exhibit 14-A. (Utility relocation work can commence only after the approval of Specific Authorization).
8. Fully executed Utility Agreement.

Request for Authorization for R/W Phase

1. Request for Authorization to Proceed with R/W – Exhibit 3-B.
2. Completed Project Prefix Checklist – Exhibit 3-E (if previously not submitted).
3. Finance Letter – Exhibit 3-F.
4. Request for Authorization – Data Sheets – Exhibit 3-G.
5. Local Programs Agreement Checklist – Exhibit 4-A (if not submitted previously).
6. Approved Environmental Document (if not submitted previously).

Request for Authorization for Construction

1. Environmental Clearance Document.
2. R/W Certification – LAPM, Chapter 13.
3. PS&E Certification – Exhibit 12-C.
4. PS&E Checklist – Exhibit 12-D.
5. Request for Authorization to Proceed with Construction – Exhibit 3-C.
6. Project Prefix Checklist – Exhibit 3-E (if not previously submitted).
7. Preliminary Estimate.
8. Finance Letter – Exhibit 3-F.
9. Request for Authorization – Data Sheets – Exhibit 3-G.
10. Local Programs Agreement – Exhibit 4-A.

NOTE: The Local Agency **shall not** advertise the project until they receive the authorization to proceed with construction. Every local agency must also have Quality Assurance Program (QAP) – LAPM, Chapter 16.14, before advancing to Construction Phase. After a Program Supplemental Agreement, Exhibit 4-A, which includes all the phases of the project, will be mailed to the Local Agency.