



Metro

Los Angeles County
Metropolitan Transportation Authority

34684

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

FTIP#: LAF3615

CFP#F3615
LOA.P00F3615

April 20, 2017

City of Long Beach
333 West Ocean Blvd
Long Beach, CA 90802
Attn: Patrick H. West

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

Dear Sir/Madam:

As part of the Los Angeles County Metropolitan Transportation Authority ("LACMTA") 2009 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2009, authorized the programming of funds to City of Long Beach ("Project Sponsor") for Long Beach Blvd Pedestrian Improvement Project – LACMTA Call for Projects ID# F3615, FTIP#LAF3615, (the "Project") subject to the terms and conditions contained in this Letter of Agreement ("LOA").

WHEREAS, LACMTA on July 5, 2017 administratively approved changes to the scope of work;

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 - the Scope of Work-, Attachment C - the Reporting Guidelines, Attachment D - Federal Transportation Improvement Program (FTIP), Attachment E - Caltrans Document List, Attachment F - Special Conditions for the Project, and Attachment G - Project Readiness Certification, 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,



for Phillip A. Washington
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

By:  _____

Patrick H. West
City Manager
Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Date: 5/18/17

APPROVED AS TO FORM
5-11, 2017
CHARLES PARKIN, City Attorney
By  _____
AMY R. WEBBER
DEPUTY CITY ATTORNEY

**CALL FOR PROJECTS
LETTER OF AGREEMENT**

**PART I
SPECIFIC TERMS OF THE LOA**

1. Title of the Project (the "Project"): Long Beach Blvd Pedestrian Improvement Project- LACMTA Call for Projects ID#F3615, FTIP #LAF3615.
2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors' action of September 24, 2009, programmed \$1,722,000 (the "Funds") to Project Sponsor for the Project. As background, LACMTA Board of Directors action of September 24, 2009 originally programmed \$1,722,000 over one year, FY2014-15. The Project Sponsor was later required to apply for the State Active Transportation Program but not awarded funds. LACMTA Board of Directors action of August 25, 2016 reprogrammed the Funds to FY2016-17.
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 B. 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. Attachment C - the Reporting Guidelines; Project Sponsor shall complete the "Quarterly Progress Report." The Quarterly Progress Report is attached to this LOA as Attachment C1 in accordance with Attachment C - Reporting Guidelines.
7. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment D 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 ProgamMetro FTIP database under the reports section at <https://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.

8. Attachment E - Caltrans Document List, are attached to this LOA as Attachment E for reference purposes only and however a more current listing may be found on <http://www.dot.ca.gov/hq/LocalPrograms/> or <http://www.dot.ca.gov/hq/LocalPrograms/public.htm>
9. Attachment F -Special Conditions for the Project, if any, are attached to this LOA as Attachment F.
10. An executed "Project Readiness Certification" is attached as Attachment G, which is evidence that Project Sponsor can appropriately fund and staff the Project so that the Project can be completed in a timely manner.
11. 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.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Jingyi Fan, Mail Stop 99-22-6
(213) 922-3065, fanj@metro.net

13. Project Sponsor's Address:

City of Long Beach, 333 West Ocean Blvd. Long Beach, CA 90802
Steve Tweed, (562) 570-6266, Steve.Tweed@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 2016-17 are subject to lapse on June 30, 2019.

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 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. Project Sponsor 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.

8.2 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.

8.3 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.

8.4 Project Sponsor 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.

8.5 The LACMTA Project Manager shall be responsible for monitoring Project Sponsor compliance with the terms and conditions of this Section. Project Sponsor 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.

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 subsidiaries and their respective 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 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 http://www.metro.net/projects/call_projects/ 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 http://www.metro.net/projects/call_projects/ .)

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 B

SCOPE OF WORK

LONG BEACH BOULEVARD PEDESTRIAN IMPROVEMENT

LOCATION

The project is located entirely within the City of Long Beach, in the right-of-way of Long Beach Boulevard from Willow Street to the 405 Freeway. The project length is 1.0 miles. Long Beach Boulevard is classified as a major arterial. In the project area, the street width ranges from between 70 to 88 feet. At its widest point, the roadway is striped for eight lanes with two Metro Blue Line tracks. Other street sections include four to six lanes with left turn pockets and parking throughout. Traffic counts on Long Beach Boulevard average 28,700 daily.

The Long Beach Boulevard project area is dominated by Long Beach Memorial Hospital, a major regional hospital facility. The hospital covers most of the area from 28th street to Spring Street on the east side of Long Beach Boulevard. The Metro Blue Line truncates east-west access on the western side of the street. These two regional facilities effectively block east-west access from Willow Street to Spring Street, leaving Long Beach Boulevard as the main thoroughfare. The hospital and surrounding medical uses generate many regional short trips in this concentrated area with limited access. A primary goal of this project is to encourage people to walk or take transit to the area and to walk and take transit when circulating within the area. The pedestrian environment in this area is characterized by narrow sidewalks (7' maximum) that are generally not conducive to walking especially along a major arterial. The project proposes pedestrian street lighting, enhanced pavement, crosswalk treatments, new street furniture, and new parkway and median landscaping including irrigation. The pedestrian lighting will encourage employees and visitors to utilizing transit during the evening hours or winter afternoons, the enhanced pavement will provide an aesthetic design feature, the crosswalk treatment will make the major street crossing more visible to motorists and pedestrians alike, the street furniture will provide rest areas and locations for trash disposal, and the new landscaping with an irrigation system will offer shade and create a visible barrier for vehicles using Long Beach Boulevard.

PROJECT DESCRIPTION

The project is intended to improve the pedestrian environment in the area surrounding Long Beach Memorial Hospital. The project limits on Long Beach Boulevard is from Willow Street to the 405 Freeway, approximately 1.0 miles in length. The major improvements consist of installing pedestrian lighting, pavement enhancement the length of the project limits, crosswalk treatment at four locations, street furniture, and new parkway and median landscaping including irrigation improvements for the length of the project. The improvements are intended to improve safety conditions by providing lighting for transit users and area employees, by highlighting major intersections to make them more visible for both motorist and pedestrian and the introduction of pedestrian enhanced pavement surfaces and street furniture. The new landscaping with an irrigation system will offer shade to pedestrians walking along Long Beach Boulevard and create a barrier for motorists driving Long Beach Boulevard. The combined impact of the improvements will make people inclined to walk more and walk further along Long Beach Boulevard.

Specifically, the project consists of a slate of pedestrian improvements listed below:

- **Medians:** Installation of new landscaping with an irrigation system in existing medians.
- **Parkways:** Enhanced pavement; Landscaping (street trees/irrigation); Pedestrian Lighting and street furniture
- **Enhanced crosswalks at four intersections:** Memorial Medical Center; Spring Street; Columbia Street; and 31st Street.

Project Funding:

PROJECT ITEM	Grant funds (LACMTA)	LOCAL AGENCY	TOTAL
Planning, Design, Engineering		293,095	293,095
Project Management			
Construction	1,722,000	505,766	2,227,766
TOTAL BUDGET COST	1,722,000	798,861	2,520,861

ESTIMATED PROJECT COSTS:

Item #	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.	Demo Existing Concrete in 2'6" parkway	21,000	SF	\$1.50	\$31,500
2.	Install Enhanced Pavement	21,000	SF	\$3.50	\$73,500
3.	Trench for irrigation and electrical	8,400	LF	\$20	\$168,000
4.	Install electrical wiring and outlets at trees	275	EA	\$900	\$247,500
5.	Install pedestrian street lights	106	EA	\$5,500	\$583,000
6.	Install Street Furniture	10	EA	\$5,300	\$53,000
7.	Install irrigation	275	EA	\$1,200	\$330,000
8.	Plant Queen Palms 18" trunk	275	EA	\$1,200	\$330,000
9.	Mulch	8,800	SF	\$1.2	\$10,560
10.	Enhanced Crosswalk at 4 locations	12	EA	\$15,000	\$180,000
Direct Construction Costs					\$2,007,060
Construction Management & Admin. (10%)					\$200,706
Design					\$293,095
Marketing					\$20,000
TOTAL ESTIMATED COST					\$2,520,861

Detailed Schedule

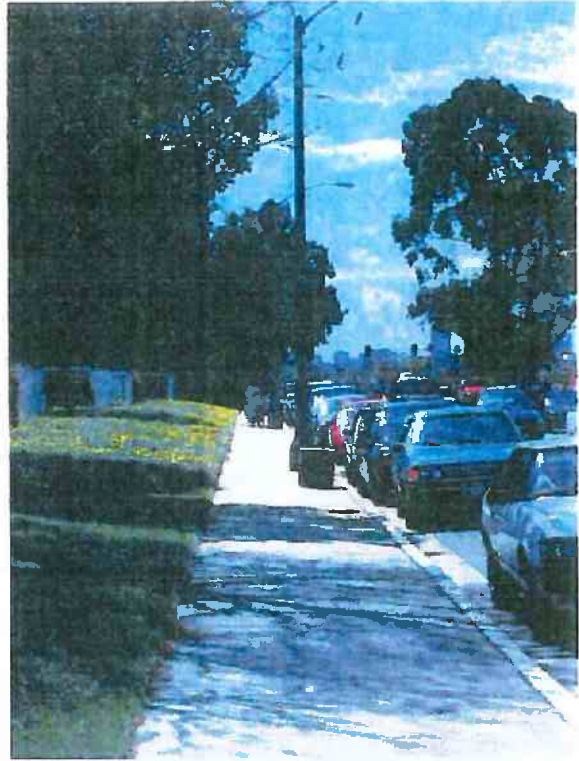
Task	Begin	End	Duration (Months)
• Environmental Documentation	6/1/15	9/30/15	Complete
• Governing Board Approval (at Contract Award)	5/22/18	5/22/18	1 Day
• Design Engineering	10/1/15	1/31/18	28
• Execute LOA	10/1/15	7/25/17	22
• Completion of Plans, Specifications, & Estimates	10/31/17	1/31/18	3
• Community Meetings or Other Forums	8/1/17	11/30/17	4
• Approval to Proceed with Construction (Receive E76 from Caltrans)	12/1/17	2/28/18	3
• Ready to Advertise Bid & Award Construction Contract	3/1/18	5/22/18	3
• Construction	7/1/18	2/28/18	8
• Report of Completion	3/1/19	4/28/19	2

2009 Metro Call for Projects

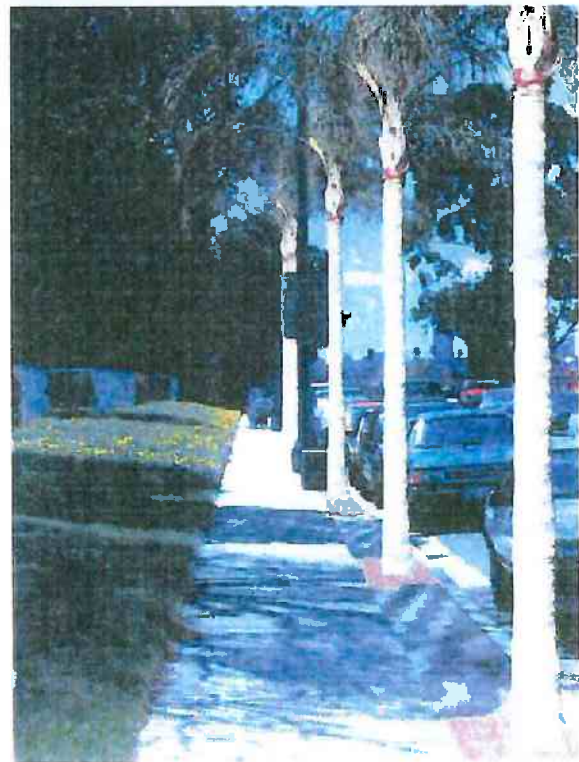
Long Beach Blvd. Pedestrian Improvement Program
Existing Conditions north of Willow Street



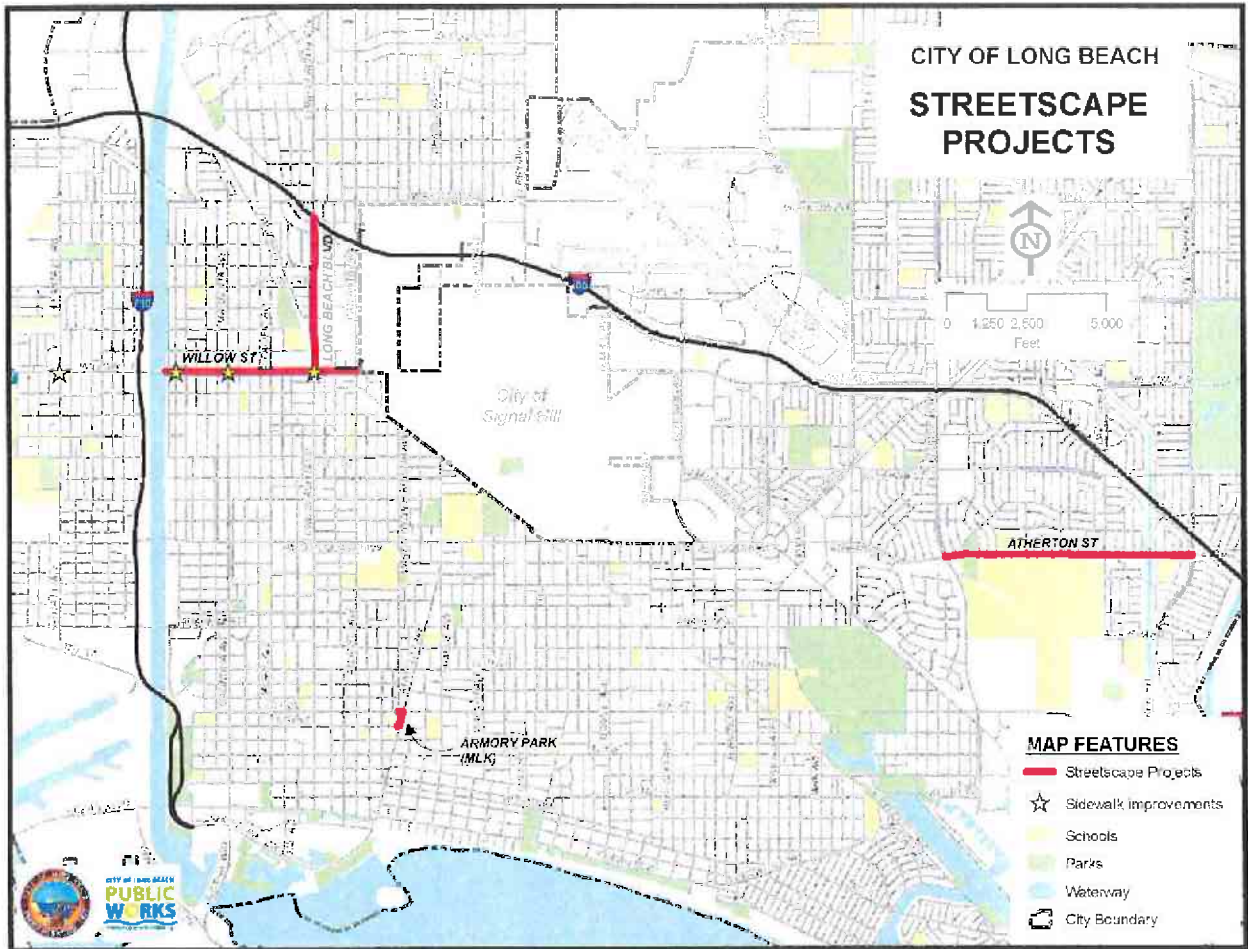
**Long Beach - Illustrative
Pedestrian Improvements**



Existing view looking south.

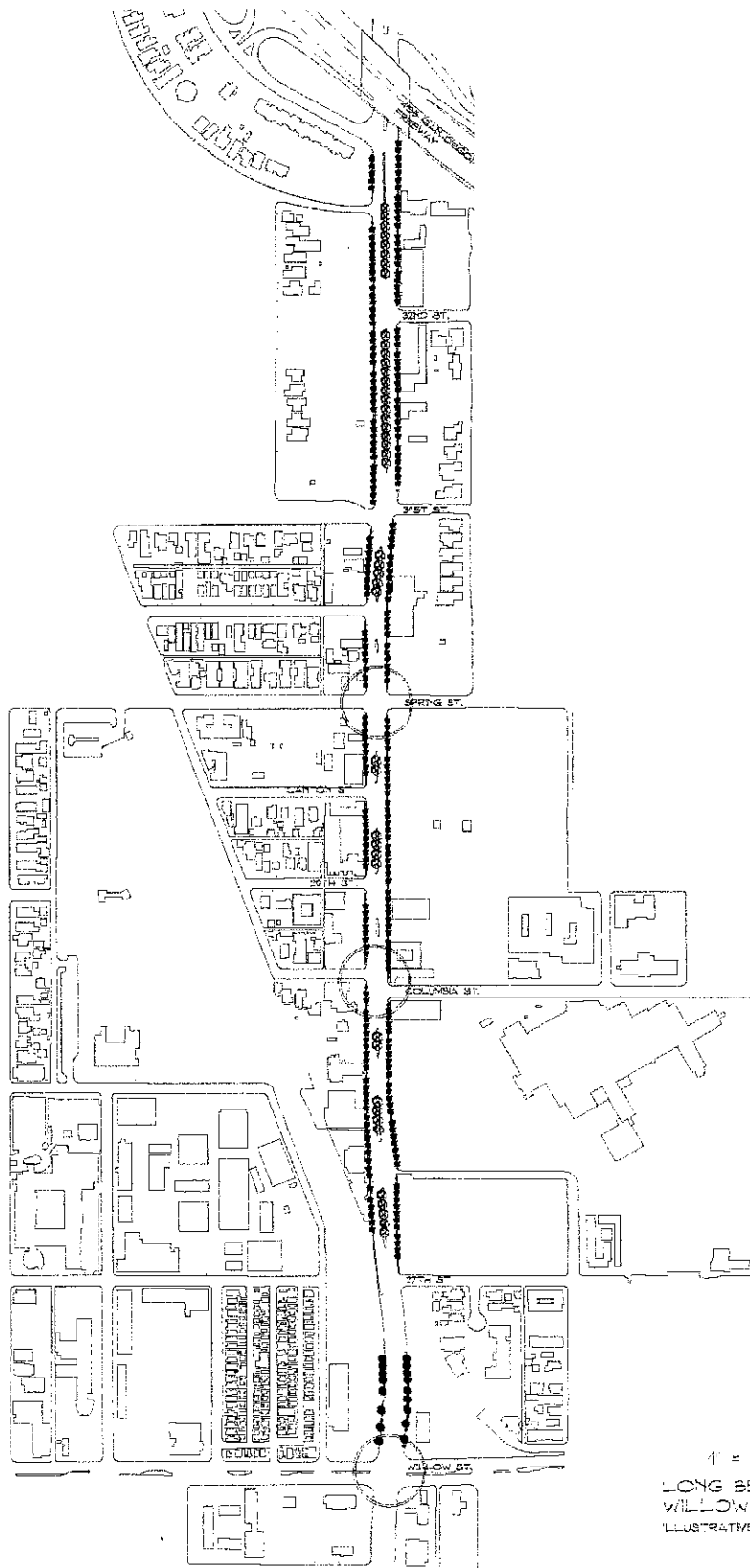


Same view with palm trees.





Long Beach Boulevard: Willow Street to the 405 Freeway
1" = 500'



1" = 500'
LONG BEACH BLVD. :
WILLOW TO THE 408
ILLUSTRATIVE STREETScape PLAN

LOA ATTACHMENT C

REPORTING GUIDELINES FOR FEDERAL FUNDS

REPORTING PROCEDURES

- The Quarterly Progress Report (Attachment C1) is required for all projects. The Project Sponsors shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Project Sponsor 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 Report covers all activities related to the project and lists all costs incurred. It is essential that Project Sponsors 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.
- Project Sponsors 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 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.

LACMTA LOA ATTACHMENT C1

QUARTERLY PROGRESS REPORT

Project Sponsor to Complete
LOA#
Quarterly Report #

Project Sponsors are requested to mail this report to the 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: _____

LOA#: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 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

(Attach photos of key components & milestones)

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

RSTI Pedestrian Signal Synchronization
 TDM Bicycle Goods Movement
 Transit TEA

LACMTA Project Mgr.	Name:	_____
	Project Mgr:	_____
	Mailing Address:	_____
	Phone Number:	_____
	e-mail:	_____

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. DELIVERABLES & MILESTONES

duration. DO NOT CHANGE THE ORIGINAL LOA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.

Project sponsors must make every effort to accurately portray milestone dates in the original LOA 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 LOA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your LOA. *PER YOUR LOA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE*

LOA Milestones	Original LOA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

3. 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 sc
- Between 12-24 months behind original schedule
- More than 24 months behind original sc

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

4. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

5. 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."

6. 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 info: stated in this report is true and correct.

Signature

Date

Name

Title

ATTACHMENT D

Los Angeles Metropolitan Transportation Authority 2017 Federal Transportation Improvement Program (\$000)

TIP ID: LAF3615		Implementing Agency: Long Beach, City of																																																																																																																				
Project Description: Long Beach Blvd. Pedestrian Improvement Project. Project provides pedestrian-oriented improvements to Long Beach Boulevard including pedestrian lighting, street trees, and crosswalk treatments.																																																																																																																						
		SCAG RTP Project #: 1NL04 Study: N/A Is Model: NO Model #: PM: Nathan Baird - (562) 570-6618 Email: Nathan.Baird@longbeach.gov LS: N LS GROUP#: Conformity Category: EXEMPT - 93.126																																																																																																																				
System: Local Hwy	Route:	Postmile:	Distance:																																																																																																																			
Phase: Engineering/Plans, Specifications and Estimates (PS&E)			Completion Date: 06/30/2017																																																																																																																			
Lane # Extd:	Lane # Prop:	Imprv Desc:	Air Basin: SCAB Enviro Doc: CATEGORICALLY EXEMPT - 06/30/2014																																																																																																																			
Toll Rate:	Toll Colc Loc:	Toll Method:	Hov acs eg loc:																																																																																																																			
Program Code: NCN27 - PEDESTRIAN FACILITIES-NEW		Stop Loc:																																																																																																																				
		Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Other Sub-Region: Gateway Cities Area																																																																																																																				
		CTIPS ID: EA #: PPNO:																																																																																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>PHASE</th> <th>PRIOR</th> <th>16/17</th> <th>17/18</th> <th>18/19</th> <th>19/20</th> <th>20/21</th> <th>21/22</th> <th>BEYOND</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td rowspan="4">CITY - City Funds</td> <td>PE</td> <td></td> <td>\$200</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$200</td> </tr> <tr> <td>RW</td> <td></td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0</td> </tr> <tr> <td>CON</td> <td></td> <td>\$599</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$599</td> </tr> <tr> <td>SUBTOTAL</td> <td></td> <td>\$799</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$799</td> </tr> <tr> <td rowspan="4">STPL-R - STP Local Regional</td> <td>PE</td> <td></td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0</td> </tr> <tr> <td>RW</td> <td></td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0</td> </tr> <tr> <td>CON</td> <td></td> <td>\$1,722</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$1,722</td> </tr> <tr> <td>SUBTOTAL</td> <td></td> <td>\$1,722</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$1,722</td> </tr> <tr> <td colspan="3">TOTAL</td> <td>\$2,521</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$2,521</td> </tr> <tr> <td colspan="3"></td> <td>TOTAL PE: \$200</td> <td>TOTAL RW: \$0</td> <td colspan="2">TOTAL CON: \$2,321</td> <td colspan="4"></td> </tr> </tbody> </table>					PHASE	PRIOR	16/17	17/18	18/19	19/20	20/21	21/22	BEYOND	TOTAL	CITY - City Funds	PE		\$200							\$200	RW		\$0							\$0	CON		\$599							\$599	SUBTOTAL		\$799							\$799	STPL-R - STP Local Regional	PE		\$0							\$0	RW		\$0							\$0	CON		\$1,722							\$1,722	SUBTOTAL		\$1,722							\$1,722	TOTAL			\$2,521							\$2,521				TOTAL PE: \$200	TOTAL RW: \$0	TOTAL CON: \$2,321					
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- General Comment: Carryover 2017 TIP - Modeling Comment: N/A - TCM Comment: N/A - Narrative: Project cost stays the same Changed Current Implementation Status: - from "No Project Activity" to "Engineering/Plans, Specifications and Estimates (PS&E)"																																																																																																																						
Revise Funds Between Fiscal Years STPL-R: - Delete funds in 14/15 in CON for \$1,722 ► Add funds in 16/17 in CON for \$1,722 CITY: - Delete funds in 14/15 in ENG for \$200, CON for \$599 ► Add funds in 16/17 in ENG for \$200, CON for \$599																																																																																																																						
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			Total Cost \$2,521																																																																																																																			

ATTACHMENT E
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.

**ATTACHMENT F
SPECIAL GRANT CONDITIONS**

The 2009 COUNTYWIDE CALL FOR PROJECTS Board Report 10 dated September 16, 2009 included various projects specific condition imposed by the LACMTA.

F3615 Long Beach Blvd. Pedestrian Improvement Project has a specific condition that Project Management/administration costs for the project must not exceed 10% of the total project cost.



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

333 West Ocean Boulevard 9th Floor • Long Beach, CA 90802 • (562) 570-6383 • Fax (562) 570-6012

LOA Attachment G PROJECT READINESS CERTIFICATION

As part of the 2009 Call for Projects, the LACMTA Board of Directors, authorized the programming of funds to Project Sponsor for the Long Beach Blvd Pedestrian Improvement Project (the "Project").

Prior to execution of Letter of Agreement for the Project, Project Sponsor must assure LACMTA that Project Sponsor has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as City Manager for the City of Long Beach, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

Signature

5/18/17
Date

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Assistant City Manager

- 1) Project Sponsor has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption
7/5/2016

APPROVED AS TO FORM

5-11, 2017

CHARLES PARKIN, City Attorney

By
AMY R. WEBBER
DEPUTY CITY ATTORNEY

- 2) Project Sponsor hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost
\$1,722,000	\$ 798,861	\$ 2,520,861

3) Project Sponsor hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility
Dennis Jue	Consultant Project Manager	85%
Steve Tweed	Transportation Planner III	15%

4) Project Sponsor hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2019

5) Project Sponsor has submitted all of the foregoing to the Governing Authority of Project Sponsor for approval in the date set forth below.

Date of Governing Authority Approval
5/18/17

(Submit Governing Authority Clerk stamped agenda/minutes)

FISCAL YEAR 2017 ADOPTED BUDGET

CAPITAL IMPROVEMENT PROGRAM BUDGET



CITY OF
LONG BEACH

Sustainable Transportation Improvements

Department: Public Works - Traffic & Transportation

Contact: Eric Widstrand (562) 570-6665

FY 17 Program Information

Program Number PWT010

Program Description

Design, construct, implement projects and programs to enhance the safety and viability of bicycle and pedestrian routes.

Work to be initiated in FY 17

- Construction of 6th Street Bicycle Boulevard between Junipero Avenue and Bellflower Boulevard
- Transit Line study: Anaheim Street, 7th Street and Pacific Coast Highway
- METRO Call for Project outreach
- Installation of Liveability projects Citywide

Estimated Schedule for FY 17

- Design: October 2016 – February 2017
- Bid & Award: March 2017 – August 2017
- Construction: September 2017 – February 2017

FY 17 New Funding

AB2766 Air Quality	\$300,000
Measure R	\$400,000
Proposition A	\$430,000
Transportation Development Act	\$200,000
Total	\$1,330,000

Program Historical Summary

Funding Sources	Inception through FY 16 Budget	Inception through FY 15 Actuals	Actual FY 16 Expenditures	FY 16 Budget Balance
AB2766 Air Quality	\$2,366,297	\$251,308	\$691,836	\$1,423,152
Beach Streets	\$50,000	\$0	\$50,000	\$0
Bicycle Safety LA County	\$530,800	\$432,455	\$0	\$98,345
Bicycle Transportation Account	\$794,750	\$36,125	\$0	\$758,625
CM Projects	\$628,610	\$0	\$486,572	\$142,038
Gas Tax Street Improvement Capital	\$797,860	\$324,985	\$234,984	\$237,890
General Capital Projects	\$1,016,668	\$386,893	\$265,813	\$363,963
MAP-21	\$4,462,956	\$1,056,709	\$2,365,002	\$1,041,244
Measure D Oil Revenue	\$150,000	\$80,076	\$49,484	\$20,440
Measure R	\$1,964,344	\$854,012	\$541,180	\$569,152
MTA Grant	\$957,118	\$1,052	\$36,976	\$919,090
Proposition A	\$25,000	\$0	\$0	\$25,000
Proposition C	\$2,890,687	\$1,994,325	\$411,804	\$484,557
Safe Routes to School Program	\$1,000,000	\$932,759	\$0	\$67,241
State Grant - 2003 Safe Routes to School Program	\$1,807,785	\$297,625	\$162,913	\$1,347,247
Tidelands Operations Capital	\$100,000	\$0	\$23,101	\$76,899
Traffic Mitigation Program	\$1,526,605	\$1,304,605	\$38,175	\$183,825
Transportation Development Act	\$2,088,175	\$1,841,972	\$321,607	(\$75,403)
Total	\$23,157,655	\$9,794,901	\$5,679,447	\$7,683,305
FY 17 New Funding				\$1,330,000
Total Adopted Budget				\$9,013,305

Due/Expenditure Financial Summary

5% of Year Elapsed)

Title	ITD Adjusted Budget	Month-To-Date Actual Activity	Quarter-To-Date Actual Activity	ITD Actual	ITD Encumbrance incl Pre-Encumb	ITD Adjusted Budget - Actuals
T FROM 405 TO WILLOW						
' LABOR - BUDGET SVC						
(None)						
:IP	0.00	438.21	438.21	438.21	0.00	(438.
	0.00	438.21	438.21	438.21	0.00	(438.
/003 PROP C						
(None)	350,000.00	7,250.00	9,438.51	108,096.34	223,092.25	18,811
	350,000.00	7,250.00	9,438.51	108,096.34	223,092.25	18,811
' LABOR BUDGET/PD						
(None)	0.00	2,722.89	2,722.89	2,722.89	0.00	(2,722.
:IP	0.00	2,722.89	2,722.89	2,722.89	0.00	(2,722.
3 PEDESTRIAN IMPT FROM 405 TO WILLOW	350,000.00	10,411.10	12,599.61	111,257.44	223,092.25	15,650
	350,000.00	10,411.10	12,599.61	111,257.44	223,092.25	15,650