



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

FTIP#: LAF1530

CFP#F1530
LOA.P00F1530

31184

July 30, 2008

City of Long Beach
333 W. Ocean Blvd. 10th floor
Long Beach, CA 90802
Attn: Sumire Gant, Transportation Programs Officer

RECEIVED
CITY CLERK
LONG BEACH CALL CENTER
09 JUL 25 PM 2:09

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 City of Long Beach ("Project Sponsor") for Bicycle System Gap Closures & Improved LA River Bike Path Access – LACMTA Call for Projects ID# F1530, FTIP# LAF1530, (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, Attachment G - Special Conditions for the Project, 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,

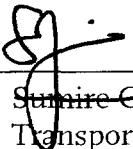


Arthur T. Leahy
Chief Executive Officer

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

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

By:  Assistant City Manager
~~Sumire Gant Patrick West~~
Transportation Programs Officer
City Manager

Date: 3.17.09

APPROVED AS TO FORM

March 12, 20 09
ROBERT E. SHANNON, City Attorney

By: 
LINDA TRANG
DEPUTY CITY ATTORNEY

**CALL FOR PROJECTS
LETTER OF AGREEMENT**

**PART I
SPECIFIC TERMS OF THE LOA**

1. Title of the Project (the "Project"): Bicycle System Gap Closures & Improved LA River Bike Path Access - LACMTA Call for Projects ID# F1530, FTIP # LAF1530
2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors' action of September 27, 2007, programmed \$862,000 (the "Funds") to Project Sponsor for the Project. The LACMTA funding plan reflects the programming of Funds over three years, Fiscal Years (FY) 2008-09, 2010-11, and 2011-12. LACMTA Board of Directors' action recertified the Funds for FY 08-09 only in the amount of \$103,000. 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. Special Conditions for the Project, if any, are attached to this LOA as Attachment G.
- 8. 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.

- 9. LACMTA's Address:
 Los Angeles County Metropolitan Transportation Authority
 One Gateway Plaza
 Los Angeles, CA 90012

Attention: Desiree Portillo-Rabinov, TRANSP PLNG MGR IV
 PortilloRabinovD@metro.net
 MS: 99-22-4

- 10. Project Sponsor's Address:
 City of Long Beach
 333 W. Ocean Blvd. 10th floor
 Long Beach, CA 90802

Attention: Sumire Gant, Transportation Programs Officer
 sugant@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 2008-09 are subject to lapse on June 30, 2011. All Funds programmed for FY 2010-11 are subject to lapse on June 30, 2013. All Funds programmed for FY 2011-1012 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 LACMTA" 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.

FTIP#: LAF1530

ATTACHMENT A - PROJECT FUNDING

CFP#: F1530

FEDERAL GRANT AGREEMENT

LOA.P00 F1530

CFP#: F1530

Bicycle System Gap Closure & Improved LA River Bike Path Access

City of Long Beach

LOA.P00F1530

\$862,000

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	BUDGET	%
LACMTA PROGRAMMED FUNDING:								
Federal								
(RSTP) Regional Surface Transportation Program								
(CMAQ) Congestion Mitigation and Air Quality Program		103,000		669,000	90,000		862,000	70.0%
Other:								
-PA & ED								
-PS&E								
-R/W								
-Construction								
LACMTA SUBTOTAL							862,000	70.0%
GRANTEE/SPONSOR MATCH:								
Grantee Funding Commitment (specify type)								
City General Fund								
Prop A or C Local Return								
TDA - City Infrastructure Funds		42,000		209,000	28,000		279,000	22.7%
InKind - Admin./Const. Mgmt		3,000		77,000	10,000		90,000	7.3%
-PA & ED								
-PS&E								
-R/W								
-Construction								
Note: You can not match Federal with Federal								
GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL							369,000	30.0%
TOTAL PROJECT FUNDING		\$148,000		\$955,000	\$128,000		\$1,231,000	100.0%

**Attachment C
Scope of Work
Bicycle System Gap Closures & Improved LA River Bike Path Access
(P00F1530)**

LOCATION

The Bicycle System Gap Closures & Improved LA River Bike Path Access is located in the City of Long Beach on the following streets as shown on the attached vicinity map.

- Del Amo Blvd. from Orange Avenue east to Cherry Ave.
- Pacific Avenue from PCH heading north to San Antonio Drive, and proceed northeast on San Antonio Drive
- Harding Street from Orange Ave. to De Forest
- DeForest Street between Wardlow and Pacific Coast Highway

The right-of-way is owned by the City of Long Beach.

PROJECT DESCRIPTION

The Bicycle System Gap Closures & Improved LA River Bike Path Access consists of the design and construction of the following:

- Adding a 1.2 mile Class II on Del Amo Blvd. from Orange Avenue east to Cherry Ave.
- Add a 4.6 mile Class II on Pacific Avenue from PCH heading north to San Antonio Drive, and proceed northeast on San Antonio Drive. On Pacific south of PCH to Broadway, install Class II or improved "Share the Road" signage and stenciling.
- Add a .4 mile Class II bike path on Harding Street from Orange Ave. to De Forest.

The Los Angeles River Bike path access improvements will bridge gaps by directing bicyclists through local neighborhoods to existing access points primarily through wayfinding signage and Class III bikeway signage on DeForest Street between Wardlow and Pacific Coast Highway which parallels the bike path, as well as on designated streets as follows:

- Improve access at Long Beach Blvd. through additional signage and a signalized crosswalk for northbound cyclists.
- Improve access at Del Amo Blvd. through additional signage.
- Improve access at Wardlow Road through additional signage.
- Improve access from Spring Street by signing cyclists along a Class III route on San Francisco and DeForest Avenue to existing access points at Willow Street and Wardlow Road.
- Improve access at Willow Street with improved signage.
- Improve access from Hill Street by signing cyclists along a Class III route on DeForest Ave. to existing access points at Pacific Coast Highway and Willow St.
- Improve access at Pacific Coast Highway through improved signage.

The Design, Preparation of Plans, Specifications and Estimates (PS&E) will be completed in accordance with Federal, State and Metro standards. The design of the bikeways will be in conformance with: MUTCD, California MUTCD Supplement, State of California Department of Transportation *Highway Design Manual on Bikeway Facilities (Chapter 1000)*; the Federal Americans with Disabilities Act (ADA); and MTA Rights-of-Way Preservation Guidelines.

The City of Long Beach has responsibility for the following milestones:

Milestones for Project Tracking	Begin Date	End Date	Duration (months)
Project Kick-off (Execute LOA, Caltrans Field Review, Caltrans Authorization to proceed)	12/08	06/09	6
Preliminary Design	07/09	10/09	3
Acquisition (if applies)	N/a	N/a	
Bid package (final design, specifications, cost estimate)	10/09	12/09	2
Caltrans Authorization to proceed	1/10	6/10	6
Advertise/award construction contract	7/10	9/10	2
Construction	10/10	10/11	12
Project completion report (final invoices & report)	11/11	02/12	3
LOA Expiration Date	6/12		

Attachment C
Scope of Work
Bicycle System Gap Closures & Improved LA River Bike Path Access
(P00F1530)

Detailed Schedule*

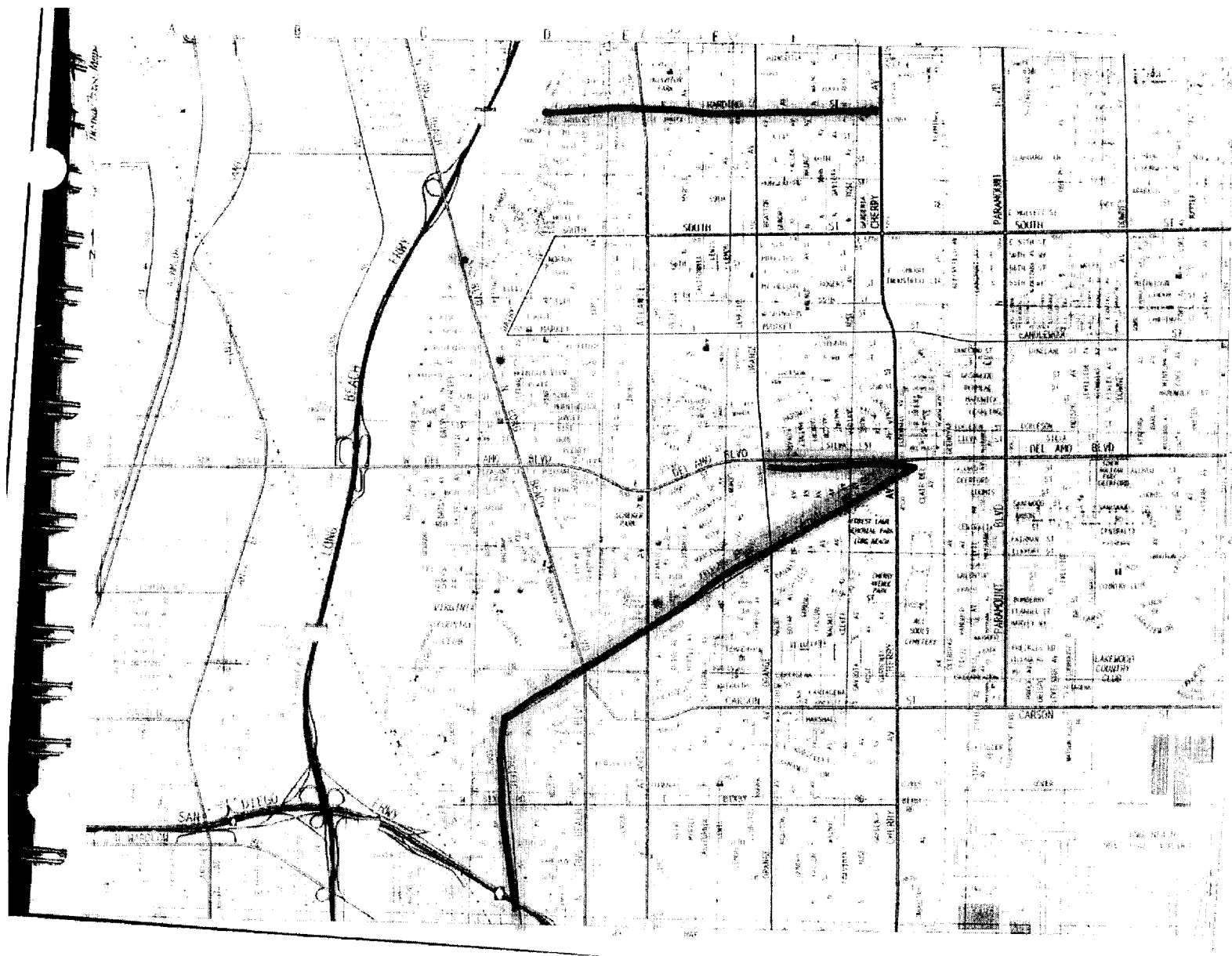
	Task Schedule sequentially	Begin Month / Year	End Month / Year	Duration (months)
Environmental Phase	• Develop LOA Attachments w/Metro	12/08	12/08	1
	• Sponsor & Metro CEO signs LOA	1/09	1/09	1
	• Schedule & Conduct Field Review with Caltrans (Metro attends)	2/09	2/09	1
	• Submit to Caltrans: "Request for Authorization to Proceed with Preliminary Engineering," executed LOA, Request for Authorization Data Sheet, Local programs Agreement (See Local Assistance Procedures Manual for required forms). Copies to Metro Project Manager.	2/09	3/09	1
	• CTC (California Transportation Committee approves)	N/a	N/a	
	• Environmental Clearance/Preliminary Engineering	2/09	3/09	1
Design Phase	• Submit paperwork to Caltrans for Authorization for Design	N/a	N/a	
	• CTC (California Transportation Committee approves)	N/a	N/a	
	• Caltrans must issue Notice to Proceed/Program Supplement Agreement E76 before starting design	3/09	6/09	3
	• Design	7/09	10/09	3
	• Acquisition Needs Authorization to Proceed (See Local Assistance Procedures Manual for required forms). If applies.	N/a		
	• License Agreement w/MTA (if on Metro R/W) • Right of Way Certification (Local Ass't Manual) • Permit applications (Local Ass't Manual)	N/a		
CTC Construction Phase	• Complete all pieces of PS&E/Bid Package	11/09	12/09	1
	• Submit to Caltrans: "Request for Authorization to Proceed with Construction" and all required documents (See Local Assistance Procedures Manual for required forms).	01/10	02/10	1
	• CTC (California Transportation Committee approves)			
	• Caltrans must issue Notice to Proceed/Program Supplement Agreement E76 before advertising to bid (2-6 mos) (See Local Assistance Procedures Manual for required forms).	3/10	6/10	3
	• Advertise Bid & Award Construction Contract	7/10	9/10	2
	• Construction	10/10	10/11	12
	• Report of Completion (See Local Assistance Procedures Manual for required forms).	11/11	2/12	3

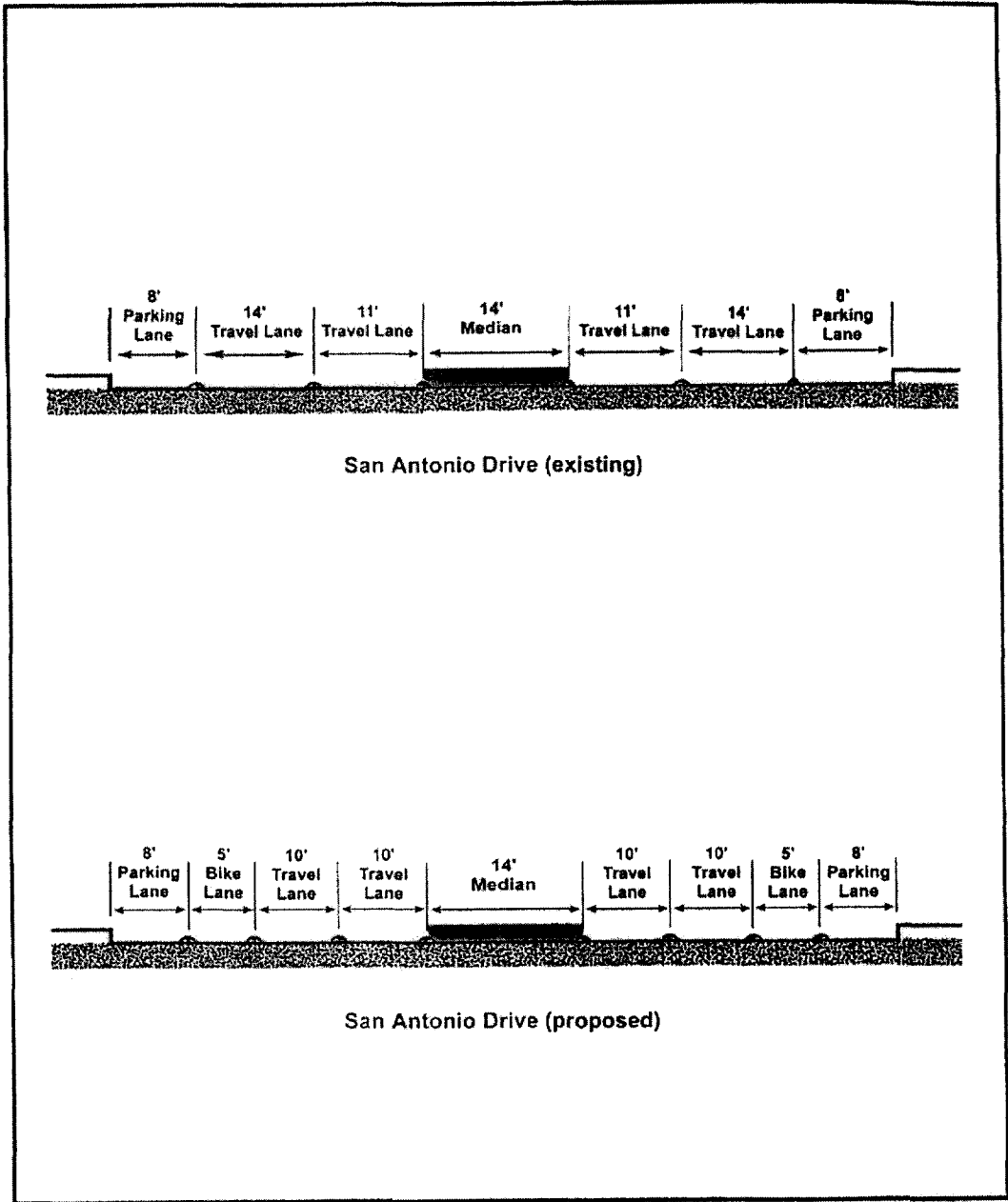
Contact Caltrans District Office before proceeding with any of the steps and to be reimbursed. Refer to CTC schedule in developing project schedule.

Attachment C
Scope of Work
Bicycle System Gap Closures & Improved LA River Bike Path Access
(P00F1530)

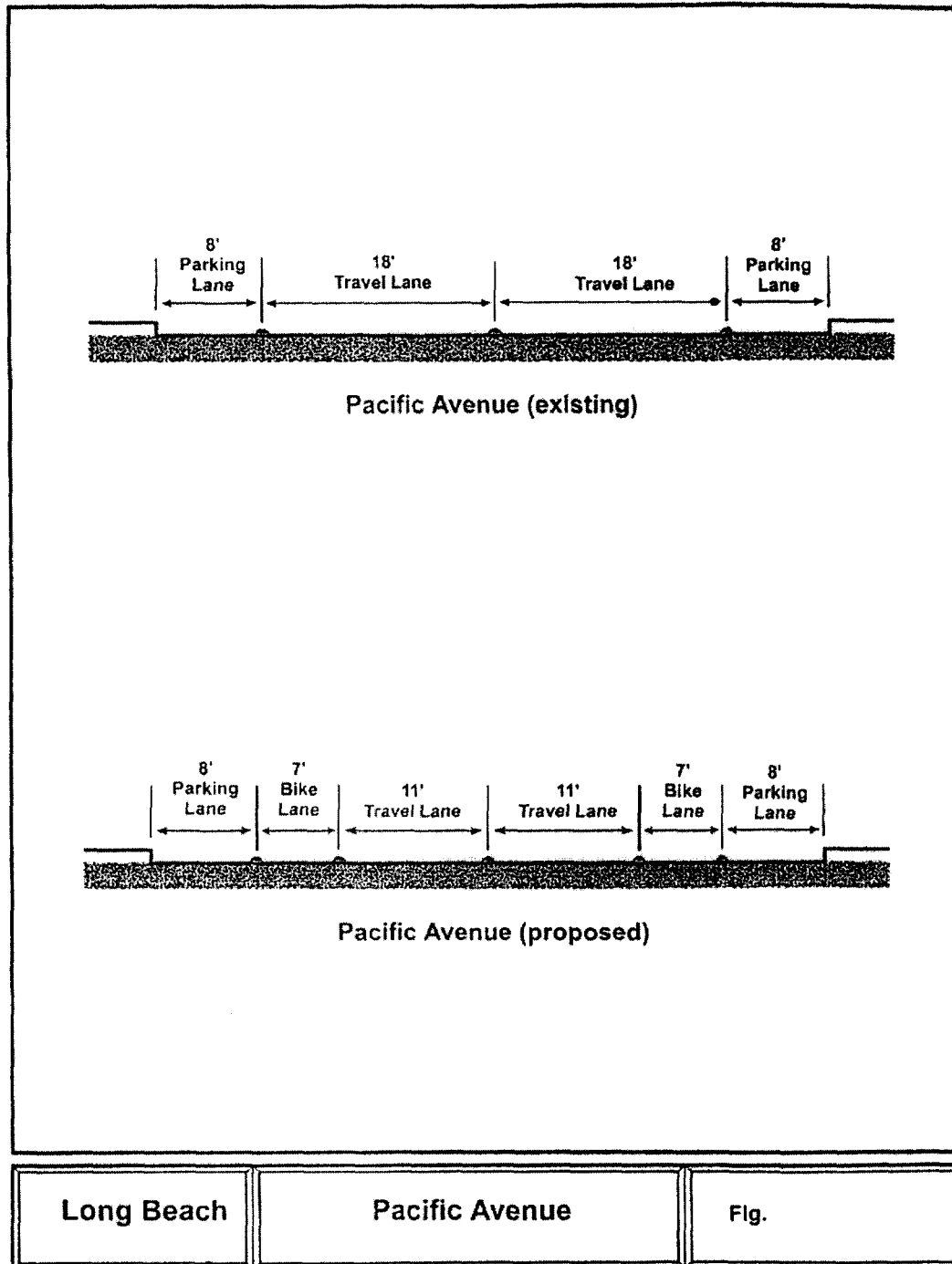
ESTIMATED PROJECT COSTS:

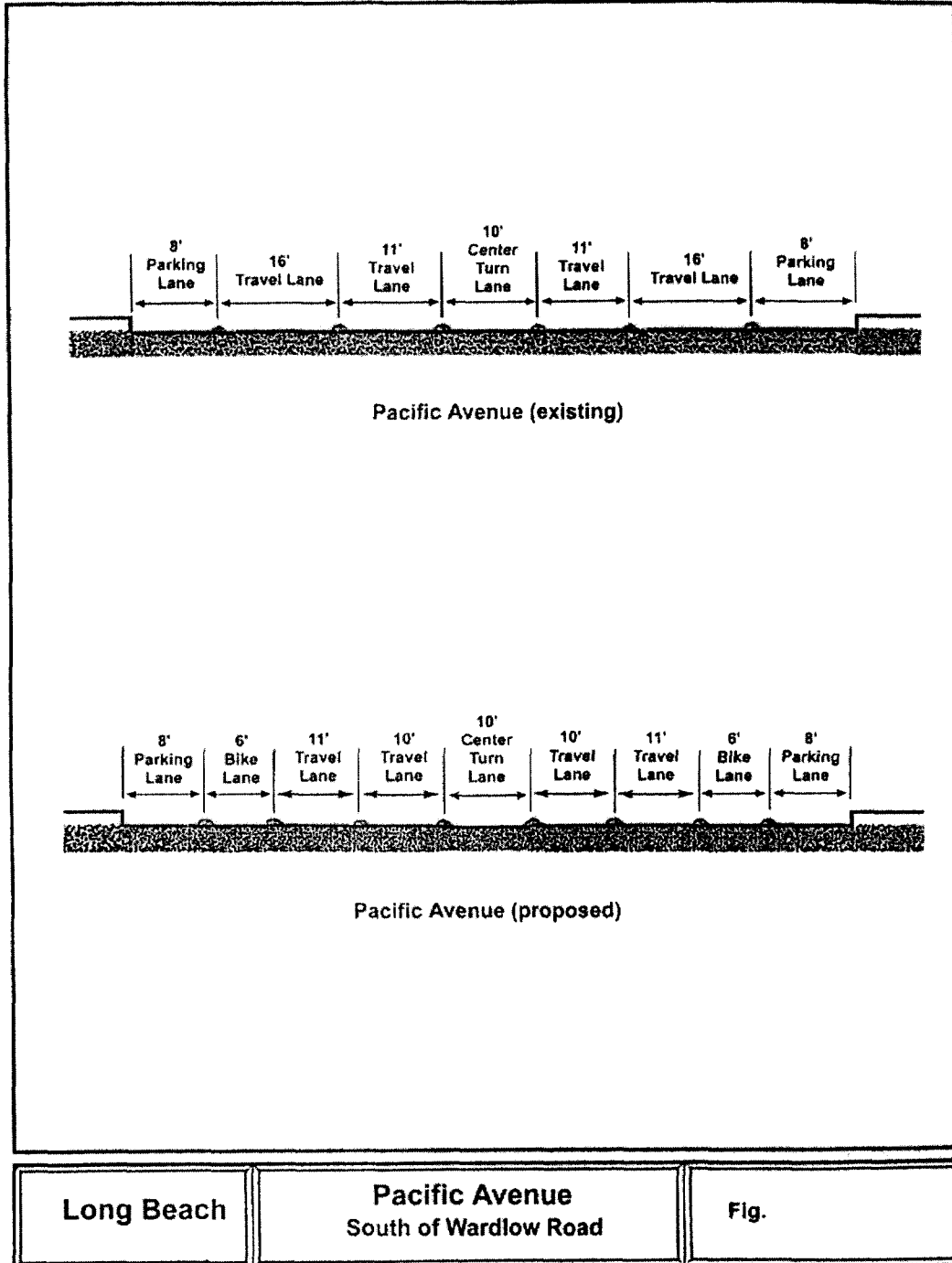
Item #	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.	Environmental documentation	n/a	n/a	n/a	\$
2.	Public outreach		n/a	n/a	
3.	Right-of-way acquisition	n/a	n/a	n/a	
4.	Public Outreach/Agency Coordination	n/a	n/a	n/a	
5.	Preliminary Design	1	1	n/a	\$18,000
6.	Detailed Design, Bid Package	1	1	n/a	\$130,000
7.	Construction	n/a	n/a	n/a	
7.1.	Grading, Clearing & Grubbing		LF	\$	\$
7.2.	Compaction		SF	\$	\$
7.3.	Paving (asphalt or concrete)		LF	\$	\$
7.4.	Fencing		LF	\$	\$
7.5.	Signs		LS	\$	\$541,000
7.6.	Striping		LF	\$	\$181,000
7.7.	Bikeway Lighting—12' height (including installation)		EA	\$	\$
7.8.	Utilities relocation		LS	\$	\$
7.9.	Irrigation		SF	\$	\$
7.10.	Trees (5 gallon, 15 gallon, etc.)		EA	\$	\$
7.11.	Groundcover		SF	\$	\$
7.12.	Shrubs (5 gallon, 15 gallon, etc.)		EA	\$	\$
7.13.	Drainage			\$	\$
7.14.	Bridges/Under-crossings		EA	\$	\$
7.15.	Bicyclist-Activated Traffic Signals		EA	\$	\$150,000
7.16.	Traffic Control During Construction		LS	\$	\$
7.17.	Construction Contingency	n/a	n/a	n/a	\$116,000
7.18.	Construction Mgmt.	n/a	n/a	n/a	\$95,000
	Total Construction	n/a	n/a	n/a	\$1,083,000
8.	Marketing	n/a	n/a	n/a	\$
	Grand Total	n/a	n/a	n/a	\$1,231,000

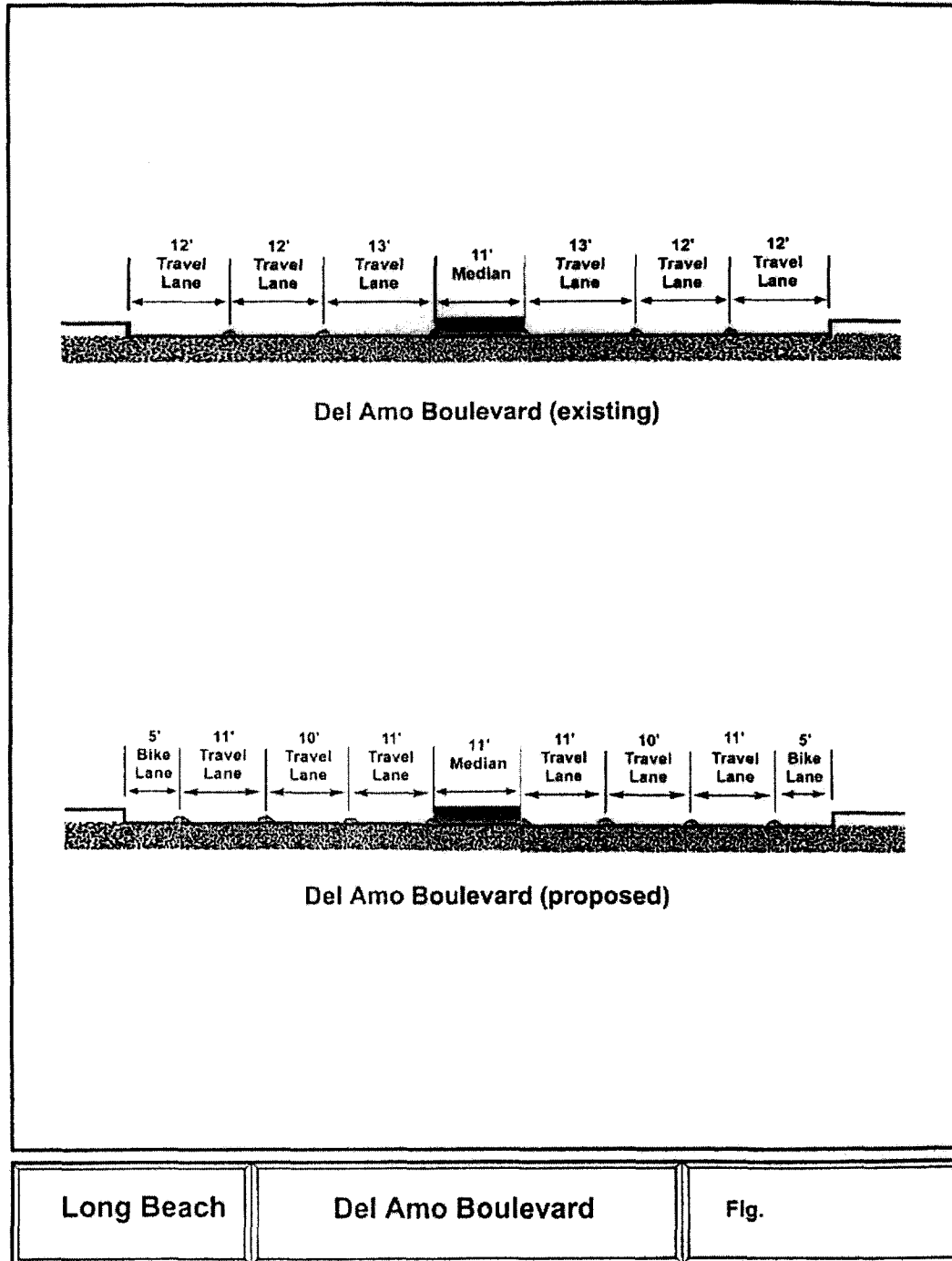




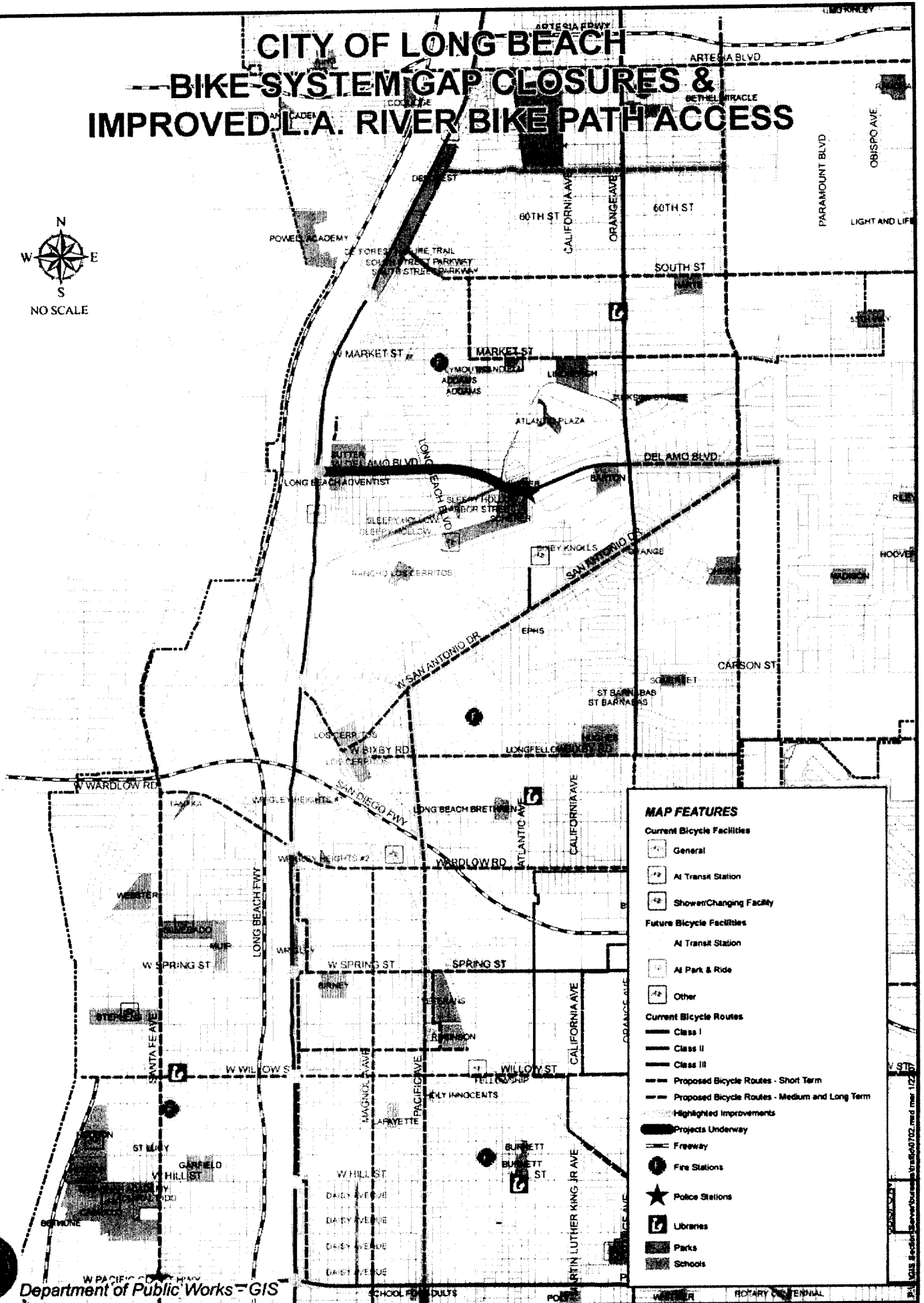
Long Beach	San Antonio Drive	Fig.
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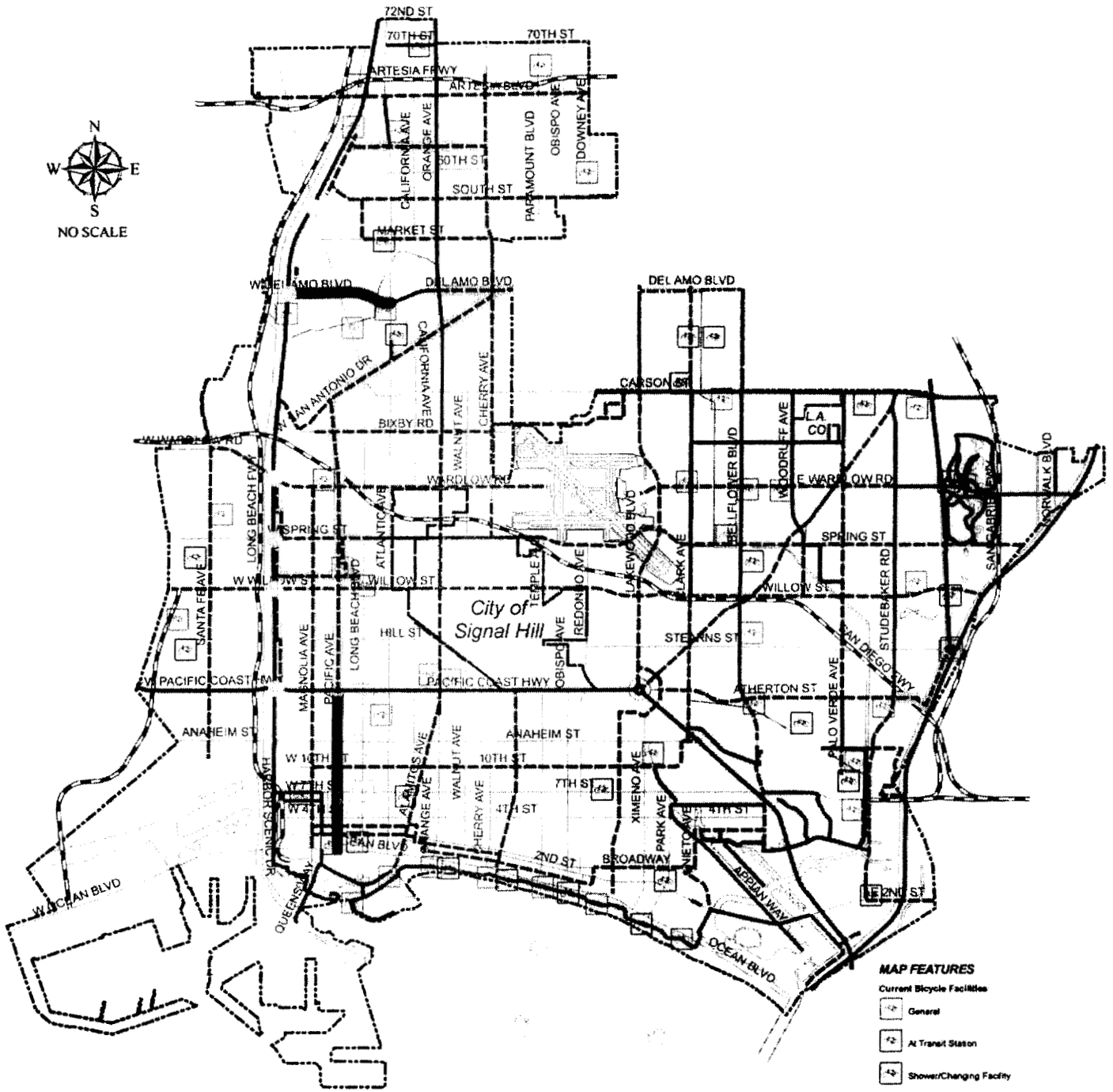
CITY OF LONG BEACH BIKE SYSTEM GAP CLOSURES & IMPROVED L.A. RIVER BIKE PATH ACCESS



MAP FEATURES




- Current Bicycle Facilities**
 - General
 - At Transit Station
 - Shower/Changing Facility
- Future Bicycle Facilities**
 - At Transit Station
 - At Park & Ride
 - Other
- Current Bicycle Routes**
 - Class I
 - Class II
 - Class III
- Proposed Bicycle Routes - Short Term**
- Proposed Bicycle Routes - Medium and Long Term**
- Highlighted Improvements**
- Projects Underway**
- Freeway**
- Fire Stations**
- Police Stations**
- Libraries**
- Parks**
- Schools**

CITY OF LONG BEACH BICYCLE MASTER PLAN






MAP FEATURES




Current Bicycle Facilities

-  General
-  At Transit Station
-  Show/Changing Facility

Future Bicycle Facilities

-  At Transit Station
-  At Park & Ride
-  Other

Current Bicycle Routes

-  Class I
-  Class II
-  Class III

Proposed Bicycle Routes - Short Term

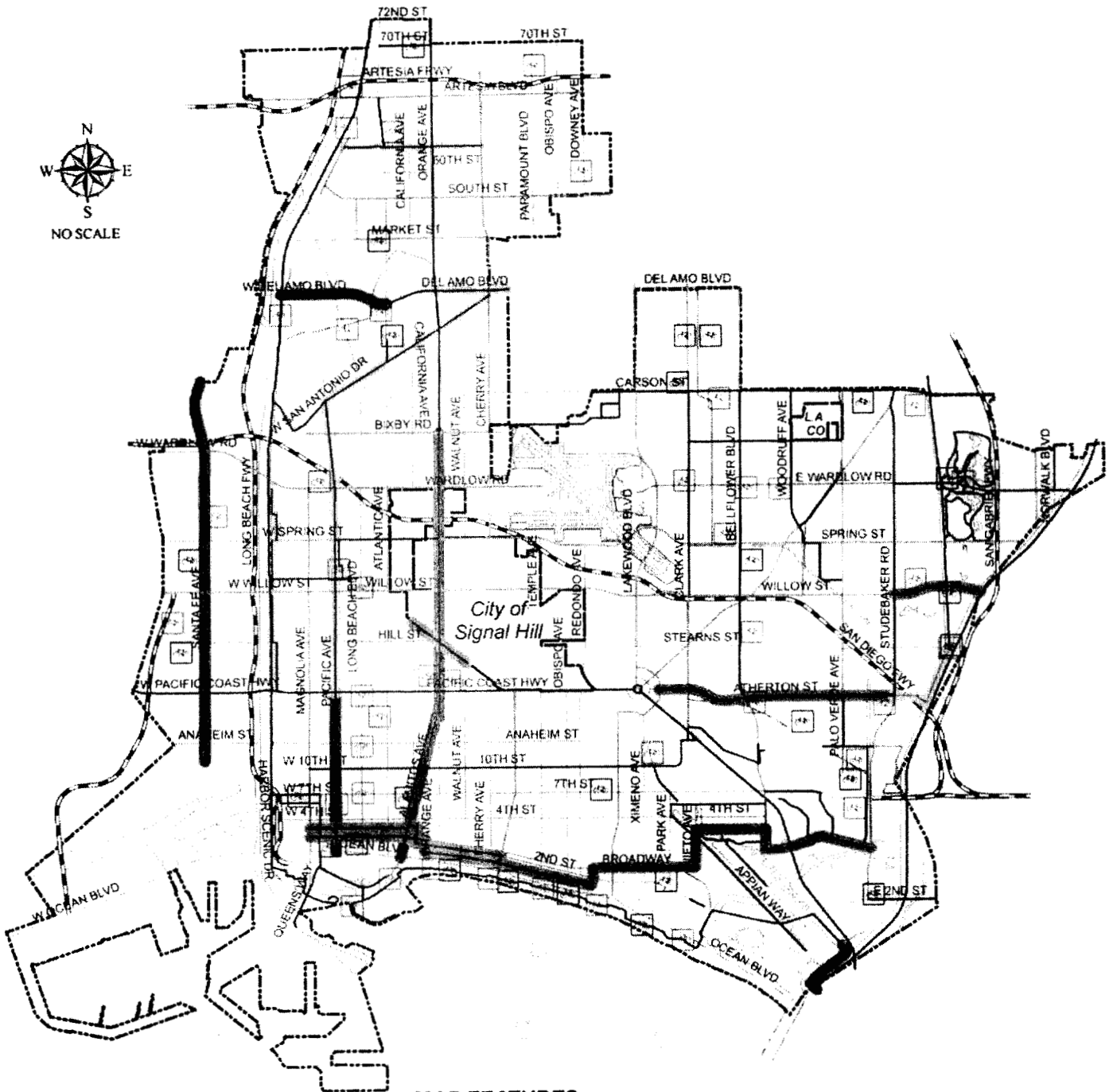
Proposed Bicycle Routes - Medium and Long Term

Highlighted Improvements

Projects Underway

Freeway

CITY OF LONG BEACH BICYCLE MASTER PLAN PROJECT STATUS



MAP FEATURES

Current Bicycle Facilities

- General
- At Transit Station
- Shower/Changing Facility

Future Bicycle Facilities

- At Transit Station
- At Park & Ride
- Other

- Proposed Bicycle Routes - Short Term
- Proposed Bicycle Routes - Medium and Long Term
- Current Bicycle Routes
- Application Submitted
- Projects Funded
- Projects Underway
- Freeway



Department of Public Works - GIS

City of Long Beach
Bicycle System Gap Closures and Improved LA River Bike Path Access



Pacific Avenue north at Wardlow



San Antonio Drive north from Pacific Avenue

City of Long Beach
Bicycle System Gap Closures and Improved LA River Bike Path Access

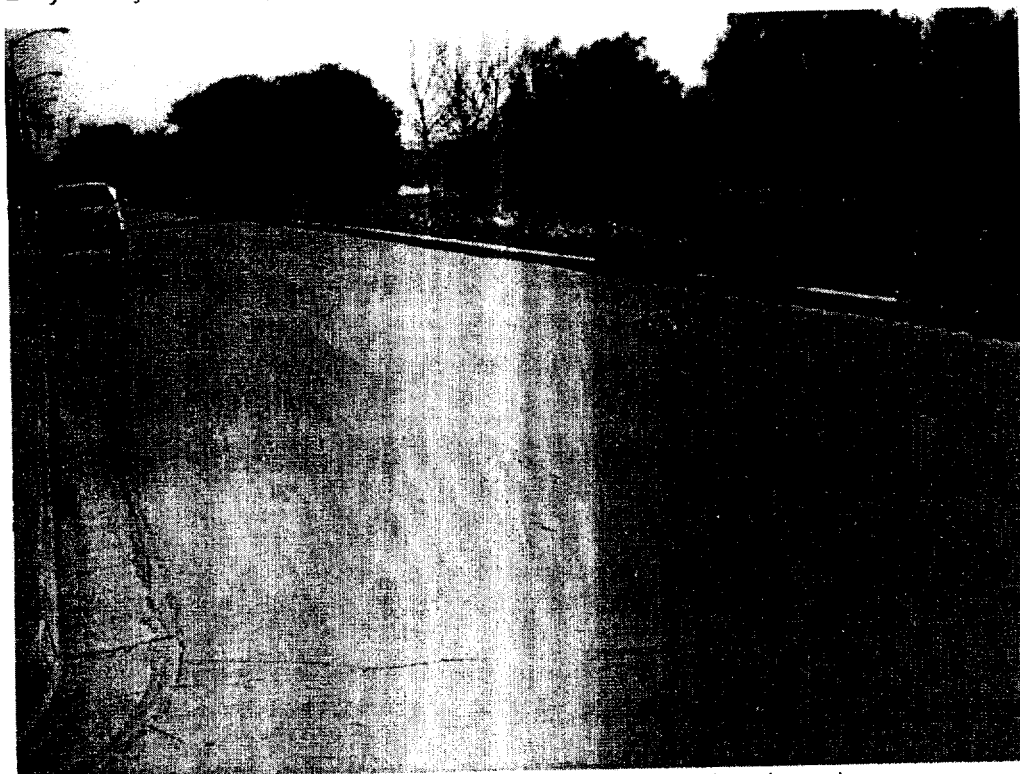


Entrance to Los Angeles River Bike path at Del Amo



Del Amo Blvd.

City of Long Beach
Bicycle System Gap Closures and Improved LA River Bike Path Access



DeForest drive parallels the LA River Bike Path and is the primary access to the Class I from all major arterials.



Access to LA River Bike Path from DeForest Street for Wardlow Road

City of Long Beach
Bicycle System Gap Closures and Improved LA River Bike Path Access



Circuitous access to LA River Bike path from San Francisco Street to DeForest Street access serving as northern PCH access.

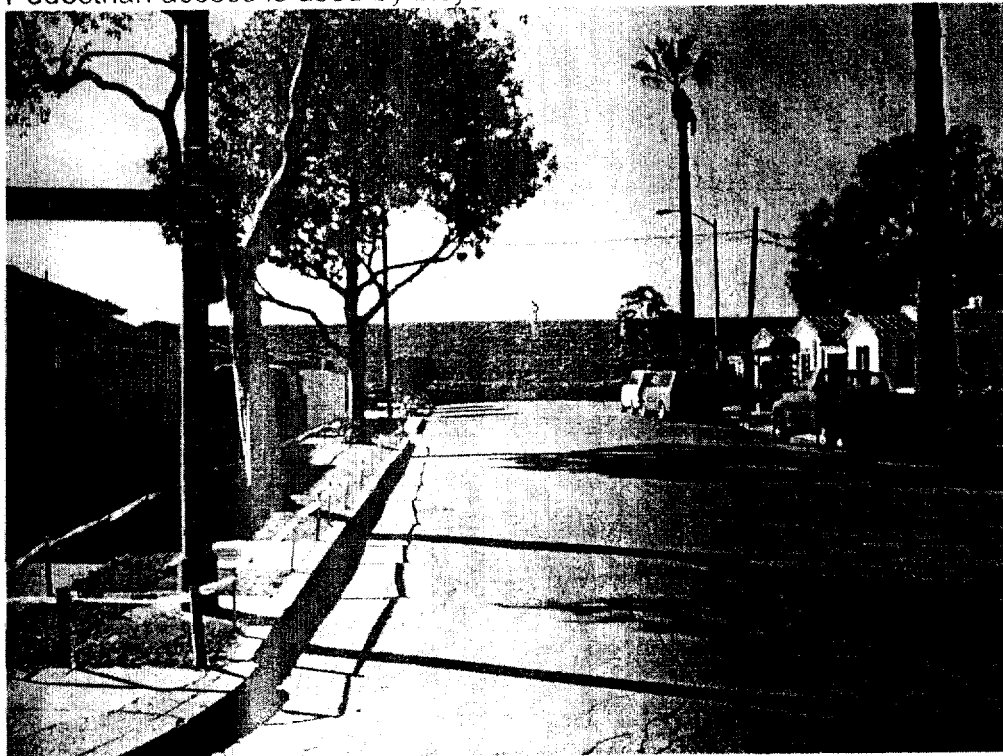


LA River access from DeForest Street serving as Willow Street access

City of Long Beach
Bicycle System Gap Closures and Improved LA River Bike Path Access



Pedestrian access is used by bicyclists for convenience.



Bicyclist on horizon on LA River Bike Path from residential neighborhood one block away. DeForest Street access is several blocks away.

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# F1530
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: Bicycle System Gap Closures & Improved LA River Bike Path Access
 LOA#: F1530

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 & milestones)

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:	Sumire Gant
	Job Title:	Transportation Programs Officer
	Department:	
	City / Agency:	Long Beach
	Mailing Address:	333 W. Ocean blvd. 10th floor Long Beach, CA 90802
	Phone Number:	562-570-6618
	e-mail:	sugant@longbeach.org

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 MOU schedule
 Less than 12 months behind original schedule
 Between 12-24 months behind original schedule
 More than 24 months behind original schedule

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

- 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



VIEWING A PROJECT (READ-ONLY MODE)
 IF YOU WOULD LIKE TO MAKE CHANGES TO THIS PROJECT, PLEASE PROCEED THROUGH AN AMENDMENT.

VIEW PREVIOUS VERSIONS OF THIS PROJECT

LATEST APPROVED VERSION PDF

PROJECT ID	LAF1530	VERSION	1	SCAG VERSION	1
ORIS ID	N/A	FTIP	03-00	TOTAL COST	\$1,231
ORIS	N/A	FTIP STATE APPROVED		OBLIGATED COST	\$0
EA NUMBER	N/A	FTIP FEDERAL APPROVE DATE			

LAST MODIFIED BY: Herman S. J. Cheng (2/7/2008) -- APPROVED BY: Herman S. J. Cheng (2/21/2007) HISTORY

ADMINISTRATIVE EDIT

PROGRAM SOURCE	TIP PROJECT ID	SCAG MODELING #	CAPACITY INC	REGN SIGNIFICANT	MODE NO
08-00 - FTIP			NCI	NR	7
LUMP SUM	LUMP SUM NAME	CONFORMITY CATEGORY			
No		TCM			

PROJECT INFORMATION

PROGRAM / AUTHORIZATION TYPE	ID	IMPLEMENTING AGENCY			
SCAG RTP PROJECT #	1NL04	Long Beach, City of			
PROJECT MANAGER	PHONE (10-DIGIT)	EMAIL			
Sumire Gant	5625706618	sugant@longbeach.gov			
CFP MODE	Bikeways & Pedestrian Improvements				
PROJECT TITLE					
Bicycle System Gap Closures & Improved LA River Bike Path					
PROJECT DESCRIPTION - GUIDELINES					
Bicycle System Gap Closures & Improved LA River Bike Path. Project will construct priority Class I & III bicycle system gap closures in Long Beach and improve connection to LA River.					
PRIMARY PROGRAM CODE					
NCR26 - BICYCLE FACILITY-NEW					
#1 SECONDARY PROGRAM CODE					
#2 SECONDARY PROGRAM CODE					
SYSTEM	ROUTE	SUFFIX	LOCAL STREET NAME	FROM	TO
Local Hwy			Various Streets and acces improver	LA River	Orange Ave.
FEDERAL UZA	SCAG SUB-AREA		MTA SUB-REGION		
Los Angeles-Long Beach-Santa Ana			Gateway Cities Area		

ENVIRONMENTAL INFORMATION

IR BASIN - MAP
SCAB

ENVIRONMENTAL DOCUMENT
CATEGORICALLY EXEMPT

ENV DOC COMPLETION DATE
12/31/2008

PROGRAMMING INFORMATION (\$000)

HISTORICAL REVENUES

EST TOTAL PROJECT COST

\$1,231

FISCAL YEAR	FUND TYPE (PROGRAMMED REVENUE SOURCE) - FUND HELP	PA&ED/PS&E	ROW	CON	TOTAL	
10/11	CMAQ - Congestion Mitigation Air Quality	\$103	\$0	\$0	\$103	X
11/12	CMAQ - Congestion Mitigation Air Quality	\$0	\$0	\$669	\$669	X
11/12	CMAQ - Congestion Mitigation Air Quality	\$0	\$0	\$90	\$90	X
08/09	TDA3 - TDA Article 3	\$45	\$0	\$0	\$45	X
10/11	TDA3 - TDA Article 3	\$0	\$0	\$286	\$286	X
11/12	NCIIP - National Corridor Infrastructure Imp. Prog.	\$0	\$0	\$38	\$38	X
	CMAQ - Congestion Mitigation Air Quality	\$103	\$0	\$759	\$862	
	TDA3 - TDA Article 3	\$45	\$0	\$286	\$331	
	NCIIP - National Corridor Infrastructure Imp. Prog.	\$0	\$0	\$38	\$38	
Update Subtotals						
GRAND TOTAL		\$148	\$0	\$1,083	\$1,231	

SCHEDULE INFORMATION

PROJECT COMPLETION DATE
10/1/2014

CURRENT IMPLEMENTATION STATUS
No Project Activity

LAST UPDATED
10/9/2007

	SCHEDULED START		ACTUAL START		SCHEDULED COMPLETION		ACTUAL COMPLETION	
	MONTH	YEAR	MONTH	YEAR	MONTH	YEAR	MONTH	YEAR
PA&ED								
PS&E								
ROW								
CON								

CHANGE REASON

HISTORICAL COMMENTS

NEW PROJECT

Local/ State Highway Project (Check all that apply)

- THIS PROJECT IS SPLIT FROM ANOTHER PROJECT. THE TIP ID IS
- THE PROJECT INCLUDES NEW TRAVEL LANES. DISTANCE OF LANES IS
TOTAL # OF LANES. BEFORE AFTER
- THE PROJECT INCLUDES ROAD WIDENING. DISTANCE OF WIDENING IS
- THE PROJECT INCLUDES INTERSECTION IMPROVEMENTS.
- THE PROJECT INCLUDES A TRANSITIONAL LANE ONTO OR OFF THE HIGHWAY.

- THE PROJECT WILL RECONFIGURE AN INTERCHANGE. NO LANE ADDITION.
- THE PROJECT INCLUDES AN EXTENSION OF AN INTERCHANGE RAMP ACCELERATION/DECELERATION LANE.

DISTANCE OF RAMP LANE

- THIS PROJECT INCLUDES INTERSECTION TURN LANES.
- THIS IS A BRIDGE PROJECT

REPLACEMENT (SAME # OF LANES)

REPLACEMENT WITH ADDITIONAL LANES

TOTAL # OF LANES: BEFORE AFTER

NOT REPLACEMENT (NEW BRIDGE)

Federal, Federal Misc, State Misc and Local Fund (PC25)

- AUTHORIZED THESE FUNDS BY
PLEASE PROVIDE DOCUMENTED EVIDENCE OF RECEIVING THESE FUNDS. THIS EVIDENCE MAY BE ATTACHED TO THE PROJECT.

NARRATIVE DESCRIPTION - LAST UPDATED: 12/1/2007

Add new project.

CMAQ funds assigned through the 2007 Call for Project #F1530.

NARRATIVE

New Project

CMAQ:

- ▶ Add funds in 10/11 in ENG for \$103
- ▶ Add funds in 11/12 in CON for \$759

TDA3:

- ▶ Add funds in 08/09 in ENG for \$45
- ▶ Add funds in 10/11 in CON for \$286

NCIIP:

- ▶ Add funds in 11/12 in CON for \$38

Total project cost \$1,231

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.

ATTACHMENT G**Special Conditions for Bikeway Projects**

1. **Maintenance Agreement:** The Project Sponsor shall maintain all bikeway and landscaping improvements for the life of the project at its expense. The Project Sponsor shall implement a Pavement Management System (PMS) for Class I bikeways within its jurisdiction.
2. **Submittals to Caltrans:** The Project Sponsor shall comply with all Grant obligations, including without limitations, preparing and meeting all Caltrans requirements for federally funded projects.
3. **Community Concerns:** The Project Sponsor shall be responsible for addressing any community concerns and questions relating to the bikeway or landscaping and maintenance, relocation or removal of same.
4. **Life of Project:** The project shall be designated for bicycle use for a minimum of 20 years after completion of construction to comply with TEA guidelines.
5. **Funding Conditions:** LACMTA site visits upon completion and compliance with Federal and State design guidelines in the most current MUTCD, California MUTCD, and Caltrans Highway Design Manual Chapter 1000.

Note: The 2007 COUNTYWIDE CALL FOR PROJECTS Board Report 49 dated September 27, 2007 included various project specific conditions imposed by the LACMTA which is sited above as #5.