



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

FTIP#: LAF3518

34292

CFP#F3518
LOA.P00F3518

February 20, 2013

City of Long Beach
333 W. Ocean Blvd., 9th Floor
Long Beach, CA 90802
Attn: Mr. Patrick West

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

Dear Sir/Madam:

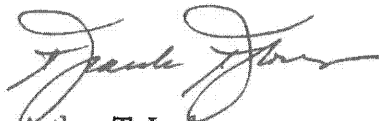
As part of the Los Angeles County Metropolitan Transportation Authority ("LACMTA") 2009 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2009, authorized the programming of funds to City of Long Beach ("Project Sponsor") for Daisy Corridor and 6th Street Bike Boulevard – LACMTA Call for Projects ID# F3518, FTIP# LAF3518 (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 - the Scope of Work-, Attachment C - the Reporting Guidelines, Attachment D - Federal Transportation Improvement Program (FTIP), Attachment E - Caltrans Document List, and Attachment F 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,

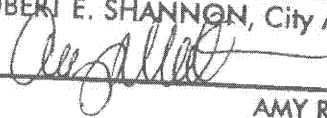

for Arthur T. Leahy
Chief Executive Officer

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

By:  Assistant City Manager
Patrick West
City Manager
Date: 4.9.13

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
3-27, 2013
ROBERT E. SHANNON, 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"): Daisy Corridor and 6th Street Bike Boulevard - LACMTA Call for Projects ID# F3518, FTIP # LAF3518.
2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors' action of September 24, 2009, programmed \$ 1,115,243 (the "Funds") to Project Sponsor for the Project. The LACMTA funding plan reflects the programming of Funds over 2 years, Fiscal Years (FY) 2012-13 and FY 2014-15. LACMTA Board of Directors' action recertified the Funds for FY 2012-13 only in the amount of \$108,200. 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 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. 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.
11. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Silva Mardrussian, 99-22-6, (213)922-4425, mardrussians@metro.net
12. Project Sponsor's Address:
City of Long Beach, 333 West Ocean Blvd., 9thFloor 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 2012-13 are subject to lapse on June 30, 2015. All Funds programmed for FY 2014-15 are subject to lapse on June 30, 2017.

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**

PROJECT DESCRIPTION

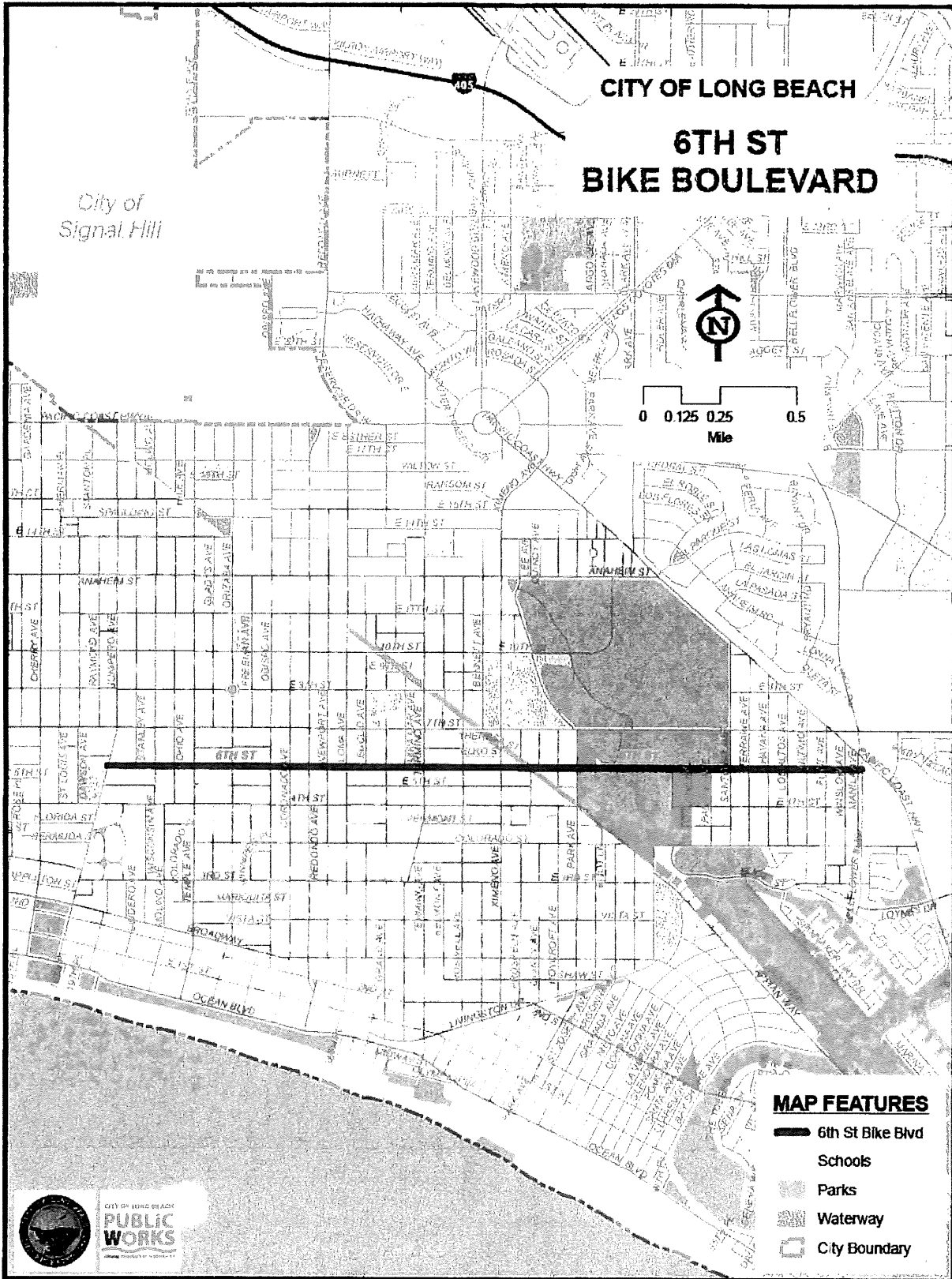
The City of Long Beach proposes to construct two (2) Bicycle Boulevards along two corridors known as the Daisy Corridor and 6th Street. This project is located along 11 street segments called the "Daisy Corridor" from 70th Street to the north and Broadway to the south, and one street segment called the "6th Street Corridor" from Junipero Ave to the west and Bellflower Blvd to the east. It will include 24 traffic circles, 350 signs and markings, 2 traffic signals, 3 signal modifications, 2 curb extensions, one short bike lane segment, and one short bike path segment. The proposed 12-mile bicycle boulevard would serve and be beneficial to sixteen elementary schools, eight middle schools and five high schools. The proposed improvements are as follows:

ROUTE	CIRCLES/ ROUND ABOUTS	SIGNS & MRKS	NEW SIGNAL	SIGNAL MOD	MEDIAN MOD	CURB EXTEN./ DIV.	BIKE LANE/ PATH*
DAISY CORRIDOR							
Magnolia Avenue between Broadway & 4th Street		10					
Daisy Avenue between 4 th Street and 10 th Street	2	20					
Daisy Avenue between 10th Street & PCH	2	20					
Daisy Avenue between PCH and Spring Street	3	40	1				1
Corridor between Spring Street and San Antonio Drive	4	60	1	1			
Atlantic Avenue between San Antonio Dr. & 52nd Street		20			1		
52nd Street between Atlantic Avenue & Linden Avenue		10					
Linden Avenue between 52nd Street & Harding St.	4	60					
Harding Street between Linden Avenue & Myrtle Avenue		10					
Myrtle Avenue between Harding Street & 70th Street	3	50		1			
Total Daisy Corridor	18	300	2	3	1	0	1
6TH STREET CORRIDOR							
6th Street between Junipero & Bellflower Blvd.	6	50		1		2	1*
GRAND TOTAL	24	350	2	3	1	2	2

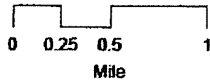
MILESTONE/ SCHEDULE		
1	Final PS&E	4/1/14
2	Authorization to Proceed with Construction from Caltrans	7/1/14
3	Advertise Project for Construction	8/1/14
4	Open Competitive Bids	9/1/14
5	Contract Preparation	10/1/14
6	City Council Approves / Awards the Construction Contract	1/1/15
7	Internal Administrative Processing of Contract	4/1/15
8	Issue Notice to Proceed with Construction to General Contractor	5/1/15
9	Construction Completed	9/1/15
10	Project Completion and Close out with Caltrans	12/1/15
11	Follow Up 6 month After Study	6/1/16
12	Submit Final Before/After Study to LACMTA	9/1/16

Planning Level Cost Estimates for the Daisy Corridor & 6th Street Bike Boulevards					
Item#	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Environmental Documentation				\$21,610
2	Public Outreach				\$71,898
3	Right-Of-Way-Acquisition		N/A		\$0
4	Preliminary Design				\$79,111
5	Detailed Design, Bid Package				\$235,864
Total Design Costs					\$408,483
Construction					
6.1	Roundabouts	8	EA	\$75,000	\$600,000
6.2	Traffic Circles	18	EA	\$20,000	\$360,000
6.3	Traffic Signals	2	EA	\$250,000	\$500,000
6.4	Traffic Signal Modification	3	EA	\$25,000	\$75,000
6.5*	Median Modification	1	EA	\$78,161	\$78,161
6.6	Curb Extension	2	EA	\$25,000	\$50,000
6.7	Bike Lane	1	LF		\$0
6.8	Bike Path	1	LF		\$0
6.9	Signage & Markings	350	LS	\$300	\$105,000
6.10	Traffic Control During Construction		LS	\$50,000	\$0
6.11	Construction Contingency @ 10%		N/A		\$239,348
6.12	Construction Management @ 10%		N/A		\$239,348
Total Construction					\$2,246,857
Grand Total					\$2,655,340






* Median Modification will not be paid by LACMTA.

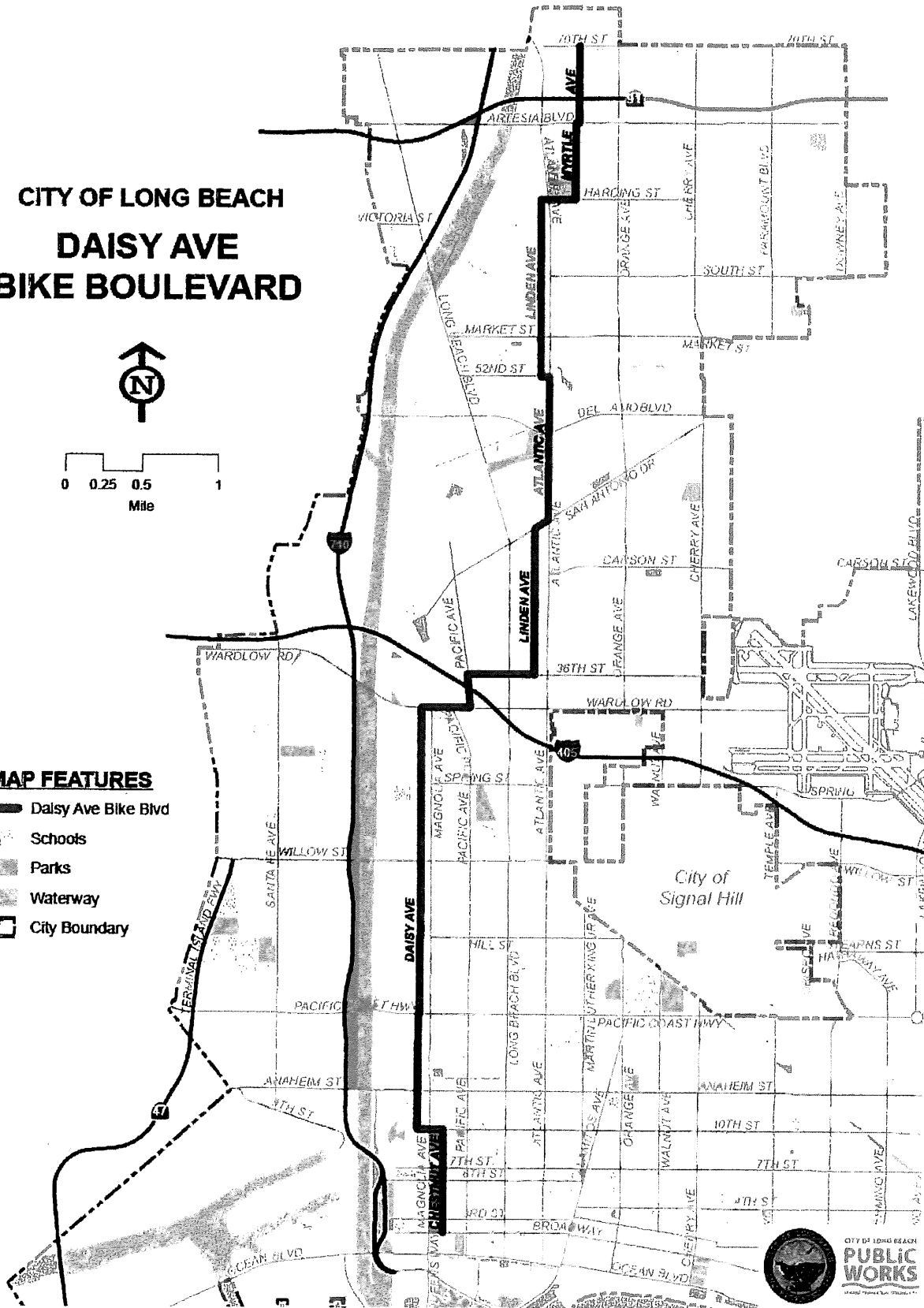


CITY OF LONG BEACH DAISY AVE BIKE BOULEVARD



MAP FEATURES

-  Daisy Ave Bike Blvd
-  Schools
-  Parks
-  Waterway
-  City Boundary



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 : 2011-2012 2012-2013 2013-2014
 2014-2015 2015-2016 2016-2017

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 Bicycle Pedestrian
 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. PROJECT COMPLETION

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

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

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

- Yes
 No
 Not Applicable

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

- Yes
 No
 Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

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

5. ACTION ITEMS TO RESOLVE DELAY

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

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

Signature

Date

Los Angeles Metropolitan Transportation Authority 2013 Federal Transportation Improvement Program (\$000)

TIP ID LAF3518		Implementing Agency Long Beach, City of	
Project Description: Daisy Corridor and 6th Street Bike Boulevard. CONSTRUCT TWO (2) BICYCLE BOULEVARDS ALONG TWO CORRIDORS KNOWN AS THE DAISY CORRIDOR AND 6TH STREET IN LONG BEACH. THE PROPOSED BIKE BOULEVARD ALONG THE DAISY CORRIDOR IS A NORTH-SOUTH ROUTE BETWEEN BROADWAY. Bike lane (Class II) is less than 1 mile.			SCAG RTP Project #: 1NL04 Is Model: NO Model #: PM: Nancy Villaseñor - (562) 570-6687 Email: nancy.villaseñor@longbeach.gov LS: N LS GROUP#: Conformity Category: EXEMPT - 93.128
System: Local Hwy	Route:	Postmile:	Distance: Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date: 09/30/2015
Lane # Extd:	Lane # Prop:	Imprv Desc:	Air Basin: SCAB Envir Doc: NEGATIVE DECLARATION - 01/31/2010
Toll Rate:	Toll Calc Loc:	Toll Method:	Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Other Sub-Region: Gateway Cities Area CTIPS ID: EA #: PPNO:
Program Code: NCN28 - BICYCLE FACILITY-NEW			

	PHASE	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
CFY - City Funds	PE		\$149							\$149
	RW		\$0							\$0
	CON		\$0							\$0
	SUBTOTAL		\$149							\$149
CMAQ - Congestion Mitigation Air Quality	PE		\$108		\$0					\$108
	RW		\$0		\$0					\$0
	CON		\$0		\$1,007					\$1,007
	SUBTOTAL		\$108		\$1,007					\$1,115
SR28 - Safe Routes to School Program	PE		\$153		\$0					\$153
	RW		\$0		\$0					\$0
	CON		\$0		\$1,205					\$1,205
	SUBTOTAL		\$153		\$1,205					\$1,358
TOTAL PE: \$410			TOTAL RW: \$0			TOTAL CON: \$2,212				

- General Comment: RFP has been completed. Will advertise for design consultant in 1/2012; design contract by March.

- Modeling Comment:

- TCM Comment:

- Narrative: Project cost stays the same

Revise Funds Between Phase

CMAQ:

+ Increase funds in 12/13 in ENG from \$48 to \$108

- Delete funds in 13/14 in CON for \$1,067

▶ Add funds in 14/15 in CON for \$1,007

SR28:

- Decrease funds in 12/13 in ENG from \$342 to \$153

- Delete funds in 13/14 in CON for \$1,016

▶ Add funds in 14/15 in CON for \$1,205

Total project cost remains the same at \$2,622

Last Revised Adoption 13-00 - SCAG PENDING	Change reason: Carry Over, SCHEDULE DELAY	Total Cost \$2,622
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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 24, 2009 included various projects specific condition imposed by the LACMTA.

Daisy Corridor and 6th Street Bike Boulevard (Project F3518) will require sponsor to prepare a Project Completion Report to be provided to the MTA Bike Program Manager. The report must include a brief description of “lessons learned”, a user survey and “before and after” bicycle counts taken on a mid-week day and weekend, excluding winter months. The “after” counts should not be taken until six (6) months after the completion of the project.