

31073

FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), IS ENTERED INTO EFFECTIVE ON March 11, 2009, between the State of California, acting by and through its Department of Transportation, referred to herein as **DEPARTMENT**, and the City of Long Beach, hereinafter referred to as **AGENCY**.

RECITALS

1. **DEPARTMENT** and **AGENCY**, pursuant to Streets and Highways Code section 114 (b), are authorized to enter in this FTA pertaining to State funding committed for Transportation studies and planning within the regional area under the jurisdiction of **AGENCY**.
2. **AGENCY** has agreed to implement the Metro Line Bicycle and Pedestrian Access Plan, hereinafter the Project, subject to the terms and conditions of this FTA. The Project Description (Scope of Work and Cost Estimate) is attached hereto as Attachment III.
3. The resolution authorizing **AGENCY** to execute this FTA pertaining to above described Project is attached hereto as Attachment II.
4. All services performed by **AGENCY** pursuant to this FTA are intended to be performed in accordance with all applicable Federal, State, and **AGENCY** laws, ordinances, regulations; **DEPARTMENT**'s encroachment permits; and **DEPARTMENT**'S published manuals, policies, and procedures.
5. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State	\$84,600.00

6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to Public Contract Code section 10295.

SECTION I

AGENCY AGREES:

To timely and satisfactorily complete all Project Work described in Attachment III.

SECTION II

DEPARTMENT AGREES:

DEPARTMENT agrees that when conducting an audit of the costs claimed by **AGENCY** under the provisions of this FTA, **DEPARTMENT** will rely to the maximum extent possible on any prior audit of **AGENCY** performed pursuant to the provisions of applicable State and Federal laws.

SECTION III

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **AGENCY** and **DEPARTMENT** agree as follows:

1. Notification of Parties

- a. **AGENCY's** Project Manager is Sumire Gant, (562) 570-6618.
- b. **DEPARTMENT's** Contract Manager is Fernando D. Castro, (213) 897-1905.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Long Beach
Attention: Sumire Gant
333 W. Ocean Blvd., 10th Floor
Long Beach, CA 90802

California Department of Transportation
D7/Community Planning
Attention: Fernando D. Castro
100 Main Street
Los Angeles, CA 90012

2. Period of Performance

Reimbursable work under this FTA shall begin no earlier than on March 11, 2009, contingent upon approval of this FTA by **DEPARTMENT**, and will terminate on February 28, 2011.

3. Changes in Terms/Amendment

This FTA may only be amended or modified by mutual written agreement of the parties.

4. Termination

This FTA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to **AGENCY** will include all allowable authorized non-cancelable obligations and prior costs incurred.

5. Cost Limitation

- a. The total amount reimbursable to **AGENCY** pursuant to this FTA by **DEPARTMENT** shall not exceed \$84,600.00.
- b. It is agreed and understood that this FTA fund limit is an estimate and that **DEPARTMENT** will only reimburse the cost of services actually rendered as authorized by the **DEPARTMENT** Contract Manager at or below that fund limitation established hereinabove.

6. Allowable Costs

- a. The method of payment for this FTA will be based on actual allowable costs. **DEPARTMENT** will reimburse **AGENCY** for expended actual allowable direct and indirect costs, including, but not limited to labor costs, employee benefits, and travel (overhead is reimbursable only if the **AGENCY** has an approved indirect cost allocation plan) and contracted consultant services costs incurred by **AGENCY** in performance of the Project work, not to exceed the cost reimbursement limitation set forth in 5.a, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment III without prior written agreement between **DEPARTMENT** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in the performance of the Project work. **AGENCY** must not only have incurred the expenditures on or after the Effective Date of this FTA and before the Termination Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.
- d. **DEPARTMENT** will reimburse **AGENCY** for all allowable Project costs no more frequently than monthly in arrears as promptly as **DEPARTMENT** fiscal procedures permit upon receipt of itemized signed invoices in triplicate. Invoices shall reference this FTA Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
D7/Community Planning
Attention: Fernando D. Castro
100 Main Street
Los Angeles, CA 90012
- e. Invoices shall include the following information:
 1. Names of the **AGENCY** personnel performing work
 2. Dates and times of service
 3. Locations of service

7. Reports

- a. **AGENCY** shall submit written progress reports with each set of invoices to allow the **DEPARTMENT**'s Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- b. Any document or written report prepared as a requirement of this FTA shall contain, in a separate section preceding the main body of the document, the

number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.

- c. **AGENCY** will provide five (5) copies and one (1) electronic version of the final written report to the **DEPARTMENT's** Contract Manager.

8. Local Match Funds

- a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the start date and prior to the termination date of this FTA, unless expressly permitted as local match expenditures made prior to the effective date of this FTA pursuant to Government Code section 14529.17 or by prior executed SB 2800 FTA for Local Match Fund Credit.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds (other than state or federal funds), if any is specified within this FTA or in any Attachment hereto, toward the actual cost of the services described in Attachment III or the amount, if any described in an executed SB 2800 (Streets and Highways Code section 164.53) agreement for local match fund credit, whichever is greater. **AGENCY** shall contribute not less than its required match amount toward the services described herein on a proportional monthly or quarterly basis coinciding with its usual invoicing frequency.

9. Cost Principles

- a. **AGENCY** agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State, Local and Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a contractor, subcontractor, or sub-grantee under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **AGENCY** to **DEPARTMENT**. Should **AGENCY** fail to reimburse moneys due **DEPARTMENT** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, **DEPARTMENT** is authorized to intercept and withhold future payments due **AGENCY** from **DEPARTMENT** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. **AGENCY** agrees to include Project in the schedule of projects to be examined in **AGENCY's** annual audit and in the schedule of projects to be examined under

any single audit prepared in accordance with Office of Management and Budget Circular A-133.

- e. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **DEPARTMENT** an indirect cost rate proposal and a central service costs allocation plan (if any) in accordance with Office of Management and Budget Circular A-87 and Local Program Procedures Manual (LLP 04-10).

10. Americans with Disabilities Act

By signing this FTA, **AGENCY** assures **DEPARTMENT** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. Indemnification

- a. Nothing in the provisions of this FTA is intended to create duties or obligations to or rights in third parties to this FTA or affect the legal liability of either party to the FTA by imposing any standard of care with respect to the development, design, operation, maintenance and repair of State Highways and **AGENCY** facilities different from the standard of care imposed by law.
- b. Neither **DEPARTMENT** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **AGENCY** under or in connection with any work, authority or conduct conferred upon **AGENCY** under this Agreement. It is understood and agreed that, **AGENCY** shall fully defend, indemnify and save harmless **DEPARTMENT** and all of its officers and employees from all claims, suits or actions of every name, kind and description arising out of this Agreement, including but not limited to, any tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY** under or in connection with any work, authority or conduct delegated to **AGENCY** under this Agreement.

12. Non-Discrimination

- a. During the performance of this FTA, **AGENCY** and all of its subcontractors and its subrecipients, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. **AGENCY**, its subcontractors, and subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **AGENCY**, its subcontractors and subrecipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set

forth in full. **AGENCY**, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.

- b. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

13. Funding Requirements

- a. It is mutually understood between the parties that this FTA may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the FTA was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- b. This FTA is valid and enforceable only if sufficient funds are made available to **DEPARTMENT** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this FTA is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this FTA in any manner.
- c. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this FTA shall be amended to reflect any reduction in funds.
- d. **DEPARTMENT** has the option to void this FTA under the thirty (30) day termination clause or to amend this FTA to reflect any reduction of funds. In the event of an unscheduled termination, the **DEPARTMENT** Contract Manager may reimburse allowable **AGENCY** costs in accordance with the provisions of Article 4 of this Section III.

14. Records Retention

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this FTA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **DEPARTMENT**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **DEPARTMENT** or its agents. In conducting an audit of the costs and match credits claimed under this FTA, **DEPARTMENT** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **AGENCY**'s external and internal auditors may be relied upon and used by **DEPARTMENT** when planning and conducting additional audits.

- b. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **AGENCY's** contracts with third parties pursuant to Government Code section 8546.7, **AGENCY, AGENCY's** contractors, subcontractors, and sub-recipients and **DEPARTMENT** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to **AGENCY** under this FTA. **DEPARTMENT**, the California State Auditor, or any duly authorized representative of **DEPARTMENT** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- c. **AGENCY**, its contractors, subcontractors, and sub-recipients will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **DEPARTMENT**, for the purpose of any investigation to ascertain compliance with this FTA.

15. **Disputes**

- a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the **DEPARTMENT** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**.
- b. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the FTA.

16. **Subcontractors**

AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by **DEPARTMENT's** Contract Manager unless expressly included (subcontractor identified) in Attachment III as part of the identified Project work. Any subcontract in excess of \$25,000 entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to **AGENCY's** subcontractors.

17. **Third Party Contracting**

- a. **AGENCY** shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this FTA without the prior written approval of **DEPARTMENT**. Contracts awarded by **AGENCY**, if intended as local match credit, must meet the requirements set forth in this FTA regarding local match funds.
- b. Any subcontract entered into by **AGENCY** as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract

reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

- c. If local match is a requirement of these funds, **AGENCY** must ensure that local match funds used for the Project meet the requirements outlined in this FTA in the same manner as is required of all other Project expenditures.
- d. In addition to the above, the preaward requirements of third party contractor/consultants with local agencies must be consistent with Local Program Procedures (LPP 00-05).

18. Disabled Veterans Business Enterprise

- a. Should Military and Veterans Code sections 999 *et seq.* be applicable to **AGENCY**, **AGENCY** will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or **AGENCY**'s applicable higher goals) in the award of every contract for Project work to be performed under this FTA.
- b. **AGENCY** shall have the sole duty and authority under this FTA and each amendment to determine whether these referenced DVBE code sections are applicable to **AGENCY** and, if so, whether good faith efforts asserted by those contractors of **AGENCY** were sufficient as outlined in Military and Veterans Code sections 999 *et seq.*

19. Drug-Free Workplace Certification

By signing this FTA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and will provide a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
 - 1. the dangers of drug abuse in the workplace,
 - 2. the person's or organization's policy of maintaining a drug-free workplace,
 - 3. any available counseling, rehabilitation, and employee assistance programs, and
 - 4. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - 1. will receive a copy of the company's drug-free policy statement, and

2. will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **DEPARTMENT** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

20. **Relationship of Parties**

It is expressly understood that this FTA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

21. **Equipment Purchase (By AGENCY)**

- a. Prior authorization in writing by the **DEPARTMENT** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or subagreement exceeding \$500 for supplies, equipment, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For the purchase of any item, service or consulting work not covered in the attached Project Description (Attachment III) and exceeding \$500, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from the **DEPARTMENT's** Contract Manager.
- c. Any equipment purchased as a result of this FTA is subject to the following: **AGENCY** shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this FTA. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (in accordance with established **DEPARTMENT** procedures for its purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to **DEPARTMENT** upon request by **DEPARTMENT**.
- d. At the conclusion of the FTA, or if the FTA is terminated, **AGENCY** may either keep the equipment and credit **DEPARTMENT** in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established **DEPARTMENT** procedures and credit **DEPARTMENT** in an amount equal to the sales price. If **AGENCY** elects to keep the equipment, fair market value shall be determined, at **AGENCY** expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to **DEPARTMENT** and **AGENCY**. If **AGENCY** is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by **DEPARTMENT**.

- e. CFR 49, Part 18.32 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Project.
- f. Any subagreement entered into as a result of this FTA shall contain all of the provisions of this Article.

22. Disabled Access Review

Disabled access review by the Department of General Services (Office of State Architect) is required for the construction of all publicly funded buildings, structures, sidewalks, curbs and related facilities. No construction contract will be awarded by **AGENCY** for a Project facility unless **AGENCY** plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans with Disabilities Act (42 USC 12101, et. seq.).

23. Fire Marshal Review

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any **DEPARTMENT** owned or **DEPARTMENT** occupied buildings per section 13108 of the Health and Safety Code. When applicable, **AGENCY** must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with California facility fire protection standards.

24. Environmental Clearance

Environmental clearance of Project by **AGENCY** and/or **DEPARTMENT** is required prior to requesting funds for right of way purchase or construction. No department or agency shall request funds nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code section 21102. The California Environmental Quality Act (CEQA), in California Public Resources Code section 21080(b)(10), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

25. Labor Code Compliance: Prevailing Wages

If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" that constitutes construction, alteration, demolition, installation, repair or maintenance, **AGENCY** must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations, and coverage determinations issued by the Director of Industrial Relations. **AGENCY** agrees to include prevailing wage requirements in its contracts for public work. Work performed by **AGENCY's** own forces is exempt from the Labor Code's prevailing wage requirements.

26. Prevailing Wage Requirements in Subcontracts

AGENCY shall require its contractors and subcontractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in **AGENCY's** contracts.

27. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **DEPARTMENT** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 2. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 3. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 4. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 5. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 6. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 7. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. To use the State-owned data only for State purposes under this FTA.
- c. To not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). Reference State Administrative Manual section 4841.2(e)(6)

28. Project Close Out

The FTA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the FTA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to **DEPARTMENT** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

- I. Accounting & Audit Guidelines
- II. AGENCY Resolution
- III. Scope of Work, Schedule, and Costs

IN WITNESS WHEREOF, the parties hereto have executed this FTA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By: Janet Omoto
for Patricia Gamoning
Title: Contract Officer
Date: 3/12/09

CITY OF LONG BEACH

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

By: [Signature] Assistant City Manager
Title: City Manager
Date: 3.3.09

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

March 3, 20 09
ROBERT E. SHANNON, City Attorney

By: [Signature]
LINDA TRANG
DEPUTY CITY ATTORNEY

ATTACHMENT I

ACCOUNTING & AUDIT GUIDELINES FOR AGREEMENTS WITH DEPARTMENT

INTRODUCTION

The purpose of this information is to outline for you, a potential contractor with the California State Department of Transportation (DEPARTMENT), and the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system, which will assure compliance with the terms of the agreement. A preaward audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

DEPARTMENT reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with DEPARTMENT must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping to ensure that costs billed to DEPARTMENT are:
 - a. Supported by adequate documentation.
 - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts

- g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.
 - d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to DEPARTMENT to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
 - Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
 - Procedures to monitor and adjust projected overhead rates to actual rates.
 - Controls to ensure that written approval is obtained prior to any changes to the contract.
 - Procedures to retain accounting records and source documentation as required by the terms of the contract.
 - A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.

- b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
- c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
- d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

AUDITS

Contractors, whether a prime or subcontractor, performing under a negotiated contract with DEPARTMENT are subject to the following audits:

PREAWARD AUDITS

Prior to the award of a contract, the DEPARTMENT Audits and Investigations will conduct a preaward audit to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. The audit alerts both the contractor and DEPARTMENT management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.

INTERIM AUDITS

Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the contract administrator or by DEPARTMENT management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

POST AUDITS

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions

stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's internal controls systems. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be performed. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to DEPARTMENT.

To provide contractors with a procedure for obtaining prompt and equitable resolution to a dispute arising from a post-audit of a non-highway construction cost reimbursement contract, DEPARTMENT has established an Audit Review Committee (ARC). Information explaining the ARC should be found in your contract and/or as an attachment to the post-audit report.

AUDIT CRITERIA

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402

Washington D.C. (202) 783-3238
San Francisco (415) 512-2770
Los Angeles (213) 239-9844

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Office of State Publishing
Department of General Services
(916) 445-2295

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building
914 Capitol Mall
P. O. Box 942837
Sacramento, CA 94237-0001
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

DEPARTMENT is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with DEPARTMENT are responsible for taking necessary and reasonable steps to achieve these same goals.

RESOLUTION NO. RES-07-0097

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE ALL MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, FUND EXCHANGE AGREEMENTS, FUND TRANSFER AGREEMENTS, AND ANY AMENDMENTS THERETO, WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the California Department of Transportation ("Caltrans") is the administrator of state and federal funds that flow to cities; and

WHEREAS, acceptance and expenditure of state and federal funds generally requires the execution of a master agreement covering the City as a whole, as well as program and funding agreements specific to projects;

NOW, THEREFORE, the City Council of the City of Long Beach resolves as follows:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City is eligible to receive Federal and/or State funding for certain transportation projects through Caltrans.

Section 3. Master agreements, program supplemental agreements, fund exchange agreements and/or fund transfer agreements need to be executed with Caltrans before such funds can be claimed.

Section 4. The City Manager of the City of Long Beach is hereby authorized to execute these agreements and any amendments thereto.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

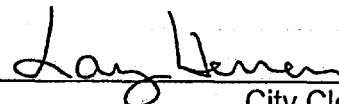
1 Section 5. This resolution shall take effect immediately upon its adoption
2 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

3 I hereby certify that the foregoing resolution was adopted by the City
4 Council of the City of Long Beach at its meeting of July 10, 2007 by the
5 following vote:

6
7 Ayes: Councilmembers: B. Lowenthal, S. Lowenthal, DeLong,
8 O'Donnell, Schipske, Andrews,
9 Reyes Uranga, Gabelich, Lerch.

10
11 Noes: Councilmembers: None.

12
13 Absent: Councilmembers: None.

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15
16 
17 _____
18 City Clerk

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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Scope of Work

Task 1: Neighborhood Station Access Audits

Stakeholders, such as city elected officials and departments, neighborhood associations, business organizations, regional attractions/destinations, community based organizations, Metro, Long Beach Transit and others will be identified in this task. City/Consultant will visit the meetings of three stakeholder groups per transit station to introduce the project and invite members to participate in the planning process. Volunteers will be trained in how to conduct the station access audits. Eight on-site audits will be conducted on foot and by bicycle of the surrounding neighborhoods to identify deficiencies in the conditions for accessing transit by pedestrians and bicyclists. Four stations on the downtown loop will be studied as one task given their close proximity and overlap, however each station will be audited individually. The Anaheim and PCH Stations will also be studied as one task given their commonality, although a separate plan will be developed for each station. An expanded audit will be conducted in the downtown loop area with specific emphasis on the Transit Mall, which connects to the Long Beach Bike Station, and is the area of highest density, transit opportunities and diversity. The downtown transit stops also are high origin and destination stations for commuters, residents, visitors and tourists. Special attention will be given to residential neighborhoods surrounding each transit station to encourage non-motorized transit connections. Pedestrian and bicycle routes and opportunities in all directions will be evaluated. Safety, lighting, intersection details, sidewalks, streetscapes and signage will be analyzed on approaches to transit as well as conditions at the stations sites themselves. A list of audit findings and supporting documentation will be developed for each transit hub, and provided in written and electronic formats. These findings will be presented at Stakeholder Meetings and will be used as the foundation for each Bicycle and Pedestrian Concept Access Plan.

Fund source: Grant & Match

Budget: \$20,500

Task 1.1	Outreach to Stakeholder Groups (12)	\$6,000
Task 1.2	Train Volunteers to conduct Audits	\$1,000
AUDITS:		
Task 1.2	Four stations on the Downtown Loop	\$7,000
Task 1.3	Anaheim and PCH Stations	\$3,500
Task 1.4	Willow Station	\$2,000
Task 1.5	Wardlow Station	\$2,000

Task 1 Deliverables	Responsible Party	Documentation
Identify Stakeholders	City/Consultant/ Community Advisory Group	Identify and list stakeholder groups for each transit hub
Outreach to Stakeholders to participate in neighborhood audits and planned stakeholder meetings in Task 2	Consultant/ Community Advisory Group	Schedule and attend top twelve stakeholder group meetings (3 per station)
Conduct training of volunteers from stakeholder groups to participate in the station audits	Consultant/City	Training to teach
Conduct on-site neighborhood audits for a 1/2-mile radius around 8 transit stations	City/Consultant/ CA Group/ Stakeholders	Audit work sheet and station area maps
	All	Photos of existing conditions
	Consultant	Transit connections
	Consultant	Ridership information
	Consultant	Key observations
	Consultant	Draft recommendations
	City/Community Advisory Group	Review and comment on Draft
	Consultant	Revise draft based on comments

Task 2: Stakeholder Priority Needs Assessment Meetings

All stakeholders will be invited to a stakeholder priority needs assessment meeting for each transit station (eight meetings total). Meetings for the downtown loop will be grouped by time and interest due because of the overlapping areas and diverse publics are served (e.g. day time meetings for regional attractors, office, retail, cultural centers, business organizations and evenings meetings for commuters, residents, schools organizations also based on geography). A project overview and findings from the on-site audits will be prepared and presented by the consultant & community teams that participated in the station audits. Discussions will be held to obtain feedback and observations from Stakeholders for incorporation into next task, and to prioritize needs for improvement within each geographic neighborhood area. Minutes will be prepared by the consultant and provided in written and electronic format.

Fund source: Grant & Match

Budget: \$12,000

Task 2.1	Four Stations on the Downtown Loop (4)	\$6,000
Task 2.2	Anaheim and PCH Stations (2)	\$3,000
Task 2.3	Willow Station	\$1,500
Task 2.4	Wardlow Station	\$1,500

Task 2 Deliverables	Responsible Party	Documentation
8 stakeholder priority needs assessment meetings	Consultant	Prepare meeting presentation & handouts
	Consultant	Conduct 8 Stakeholder Meetings
	Consultant	8 sets of meeting minutes and improvement priorities

Task 3: Draft Concept Neighborhood Station Access Plan Maps

Following the Stakeholder Meetings, draft Concept Neighborhood Station Access Plan Maps and proposed improvements will be prepared for each of the four transit hubs and hub groupings. Recommendations will include, but are not limited to, on-street, intersection, sidewalk, safety, lighting, streetscape and bicycle parking improvements. Specific changes that will provide the greatest increase in bicycling and walking will be recommended for each locale and prioritized based on input of the stakeholders. The deliverables will be provided in print and electronic formats.

Fund source: Grant & Match

Budget: \$9,500

Task 3.1	Downtown Loop Stations	\$4,000
Task 3.2	Anaheim and PCH Stations	\$2,500
Task 3.3	Willow Station	\$1,500
Task 3.4	Wardlow Station	\$1,500

Task 3 Deliverables	Responsible Party	Documentation
4 Draft neighborhood access plan maps	Consultant	Maps showing proposed improvements
	City/Community Advisory Group	Review and comment on draft plan
	Consultant	Revise and reproduce for Task 4
	City	Upload draft to website

Task 4: On Site Tri-lingual Pedestrian and Bicyclist Interviews at Transit Hubs

On-site tri-lingual interviews (as required) will be conducted at each transit hub during the 4-hour afternoon peak to discuss findings and obtain feedback from neighborhood residents and users of the system. A tool will be developed to document feedback, either

survey or questionnaire, that will be filled out by interviewers. Community Advisory Group members and volunteers from stakeholder groups will be invited to participate in the interviews. Findings will be tabulated and prepared for inclusion in the Final Draft Concept Access Plans and for presentation in the final round of Key Stakeholder Meetings.

Fund source: Grant & Match

Budget: \$11,250

Task 4.1	Transit Mall Station and bus stops	\$2,500
Task 4.2	Pacific Station	\$1,250
Task 4.3	1 st Street Station	\$1,250
Task 4.4	5 th Street Station	\$1,250
Task 4.5	Anaheim Station	\$1,250
Task 4.6	Pacific Coast Highway Station	\$1,250
Task 4.7	Willow Station	\$1,250
Task 4.8	Wardlow Station	\$1,250

Task 4 Deliverables	Responsible Party	Documentation
On-site 4-hour interviews at 7 transit hubs, two 4-hour interviews at Transit Mall (bus stops, rail stop & Bike Station)	Consultant/City/Community Advisory Group	Survey instrument & incentives
	Consultant	Documentation of findings
	Consultant	Number of participants

Task 5: Final Draft Concept Access Plan Maps

A final field check will be made at each of the transit hubs. A draft of revised Access Plan Maps with proposed improvements will be developed and duplicated in color for presentation at a Stakeholders meeting.

Fund source: Grant & Match

Budget: \$11,000

Task 5.1	Downtown Loop Stations	\$4,000
Task 5.2	Anaheim and PCH Stations	\$3,000
Task 5.3	Willow Station	\$2,000
Task 5.4	Wardlow Station	\$2,000

Task 5 Deliverables	Responsible Party	Documentation
4 Final draft access plan maps	Consultant/ Community Advisory Group	Final field check
	Consultant	Revised maps
	City/Community Advisory Group	Review and comment on revised maps
	Consultant	Reproduce Final Draft
	City	Upload draft to website

Task 6: Second Stakeholders Coordination Meeting

A second meeting of the Stakeholders will be held at a community location. Consultant will present final concept plan maps, feedback from on-site interviews and discuss Plan recommendations and priorities. Consultant will prepare meeting minutes.

Fund source: Grant & Match

Budget: \$12,000

Task 6.1	Downtown Loop Stations (4)	\$6,000
Task 6.2	Anaheim and PCH Stations (2)	\$3,000
Task 6.3	Willow Station	\$1,500
Task 6.4	Wardlow Station	\$1,500

Task 6 Deliverables	Responsible Party	Documentation
8 stakeholder coordination meetings	Consultant	Schedule 8 Stakeholder meetings
	Consultant	Prepare meeting presentation & handouts
	Consultant	Conduct 8 Stakeholder Meetings
		8 sets of meeting minutes

Task 7: Final Report

A Final Report comprised of four individual Pedestrian and Bicycle Transit Hub Access Plans will be drafted by consultant, and finalized with corrections. A Final Report, designed report cover, and 100 color copies will be published by Consultant for distribution to Metro, Caltrans, city officials, stakeholders and key participants. The Final Report will also be delivered to the city in an electronic file format for print and web access.

Fund source: Grant & Match

Budget: \$28,500

Task 7.1	Downtown Loop Stations	\$8,000
Task 7.2	Anaheim and PCH Stations (2)	\$4,500
Task 7.3	Willow Station	\$3,000
Task 7.4	Wardlow Station	\$3,000
Task 7.5	Report Design & Layout	\$5,000
Task 7.6	Copies and electronic file	\$8,000

Task 7 Deliverables	Responsible Party	Documentation
Report	Consultant	Draft and final
	Consultant	Design of cover
	City/Community Advisory Group	Review and comment on final and cover
	Consultant	Revise if required
	Consultant	Duplication & distribution
	City	Upload to website

Task. Follow-Up: Implementation of Improvements

Upon completion of Task 7, the Final Report, the work for this grant will be complete and the final report and billing submitted to Caltrans. However, the process will continue. The recommended improvements and priorities listed in the final report will serve as a basis for improving the pedestrian and bicycling environment in and around the Metro Blue Line Stations. City departments will incorporate some improvements into their existing work plans (e.g. required sidewalk improvements, signage, etc.) utilizing existing eligible City funds, e.g. TDA funds, Local Return funds, CDBG funds, gas tax, etc. Improvements will also be packaged as projects for submission for grant funding through the MTA Call for Projects, the Bicycle Transportation Account, Safe Routes to School, and other eligible funding sources, utilizing the stated local funds as the required match for grant funding that may be received.

Once improvements are installed, the City will conduct audits to determine the number of bicycle and pedestrian users, and compare them to counts collected from Task 1, Neighborhood Station Access Audits, to determine whether the projected % increased ridership and 5% increase in bicycle and pedestrian access will be determined. The cost for these counts will be born by the City.

PROJECT TIMELINE

This document is required for Environmental Justice, Context-Sensitive Planning and Community-Based Transportation Planning Applications Only																																							
Project Title		Metro Blue Line Pedestrian & Bicycle Transit Access Plan						Grantee		City of Long Beach																													
		Fund Source				Fiscal Year																																	
Tasks	Responsible Party	Total Cost	Grant \$	Local \$	In-kind \$	Other \$	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	Deliverable
	Grant award	Caltrans	\$0																																				
Execute contract	Caltrans/City	\$0																																					
Kick off meeting	Consultant/City	\$0																																					
Task 1. Neighborhood Station Access Audits																																							
1.1 Outreach to Stakeholder Groups (12)	City/Cons./CGA	\$6,000	\$4,800	\$1,200																												Identify and list stakeholders							
1.2 Training for volunteers	Consultant	\$1,000	\$800	\$200																												Train volunteers to Audit							
1.3 Four Stations on Downtown Loop	City/Cons./CGA	\$7,000	\$5,600	\$1,400																												Attend 12 stakeholder meetings							
1.4 Anaheim and PCH Stations	City/Cons./CGA	\$3,500	\$2,800	\$700																												Audit worksheet & station maps							
1.5 Willow Station	City/Cons./CGA	\$2,000	\$1,600	\$400																												Photos, demographics, etc.							
1.6 Wardlow Station	City/Cons./CGA	\$2,000	\$1,600	\$400																												Draft recommendations							
Task 2. Stakeholder Priority Needs Assessment Meetings																																							
2.1 Four Stations on the Downtown Loop (4)	City/Cons./CGA	\$6,000	\$4,800	\$1,200																												Schedule 8 stakeholder meetings							
2.2 Anaheim and PCH Stations (2)	City/Cons./CGA	\$3,000	\$2,400	\$600																												Prepare presentation & handouts							
2.3 Willow Station	City/Cons./CGA	\$1,500	\$1,200	\$300																												Conduct 8 stakeholder meetings							
2.4 Wardlow Station	City/Cons./CGA	\$1,500	\$1,200	\$300																												8 meeting minutes & priorities							
Task 3. Draft Concept Neighborhood Station Access Plan Maps																																							
3.1 Four Stations on the Downtown Loop (4)	Consultant	\$4,000	\$3,200	\$800																												Maps of proposed improvements							
3.2 Anaheim and PCH Stations (2)	Consultant	\$2,500	\$2,000	\$500																												Review & comment on draft							
3.3 Willow Station	Consultant	\$1,500	\$1,200	\$300																												Revise & reproduce for Task 4							
3.4 Wardlow Station	Consultant	\$1,500	\$1,200	\$300																												Upload draft to website							
Task 4. On-Site Tri-Lingual Pedestrian and Bicyclist Interviews at Transit Hubs																																							
4.1 Transit Mall Station and bus stops	City/Cons./CGA	\$2,500	\$2,000	\$500																												Survey instrument & incentives							
4.2 Pacific Station	City/Cons./CGA	\$1,250	\$1,000	\$250																												Documentation of findings							
4.3 1st Street Station	City/Cons./CGA	\$1,250	\$1,000	\$250																												Number of participants							
4.4 5th Street Station	City/Cons./CGA	\$1,250	\$1,000	\$250																																			
4.5 Anaheim Station	City/Cons./CGA	\$1,250	\$1,000	\$250																																			
4.6 Pacific Coast Highway Station	City/Cons./CGA	\$1,250	\$1,000	\$250																																			
4.7 Willow Station	City/Cons./CGA	\$1,250	\$1,000	\$250																																			
4.8 Wardlow Station	City/Cons./CGA	\$1,250	\$1,000	\$250																																			
Task 5. Final Draft Concept Access Plan Maps																																							
5.1 Four Stations on the Downtown Loop (4)	City/Cons./CGA	\$4,000	\$3,200	\$800																												Final field check							
5.2 Anaheim and PCH Stations (2)	City/Cons./CGA	\$3,000	\$2,400	\$600																												Revised maps							
5.3 Willow Station	City/Cons./CGA	\$2,000	\$1,600	\$400																												Reproduce Final Draft							
5.4 Wardlow Station	City/Cons./CGA	\$2,000	\$1,600	\$400																												Upload to website							
Task 6. Second Stakeholder Priority Needs Assessment Meeting																																							
6.1 Four Stations on the Downtown Loop (4)	City/Cons./CGA	\$6,000	\$4,800	\$1,200																												Schedule 8 stakeholder meetings							
6.2 Anaheim and PCH Stations (2)	City/Cons./CGA	\$3,000	\$2,400	\$600																												Prepare presentation & handouts							
6.3 Willow Station	City/Cons./CGA	\$1,500	\$1,200	\$300																												Conduct 8 stakeholder meetings							
6.4 Wardlow Station	City/Cons./CGA	\$1,500	\$1,200	\$300																												8 meeting minutes & priorities							
Task 7. Final Report																																							
7.1 Four Stations on the Downtown Loop (4)	City/Cons./CGA	\$8,000	\$6,400	\$1,600																												Draft and final							
7.2 Anaheim and PCH Stations (2)	City/Cons./CGA	\$4,500	\$3,600	\$900																												Design of cover							
7.3 Willow Station	City/Cons./CGA	\$3,000	\$2,400	\$600																												Review & comment on final							
7.4 Wardlow Station	City/Cons./CGA	\$3,000	\$2,400	\$600																												Revise if required							
7.5 Report Design & Layout	City/Cons./CGA	\$5,000	\$4,000	\$1,000																												Duplication & distribution							
7.6 Copies and electronic files	City/Cons./CGA	\$5,000	\$4,000	\$1,000																												Upload to website							
TOTAL		\$72,750	\$64,600	\$21,150																																			