



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

34985

FTIP#: LAF7615
PPNO: N/A

CFP# F7615
LOA.P00F7615

April 30, 2018

CITY OF LONG BEACH
333 W. OCEAN BLVD
LONG BEACH, CA 90802
Attn: 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") 2013 Call for Projects, the LACMTA Board of Directors, at its meeting on September 26, 2013, authorized the programming of funds to the City of Long Beach ("Project Sponsor") for Market Street Pedestrian & Streetscape Enhancements – LACMTA Call for Projects ID# F7615, FTIP# LAF7615, (the "Project") subject to the terms and conditions contained in this Letter of Agreement ("LOA").

WHEREAS, on June 25, 2015, LACMTA Board of Directors approved reprogramming of project funds to Fiscal Year (FY) 2017-18 and FY 2018-19.

WHEREAS, LACMTA on April 26, 2018, administratively approved minor changes in Scope of Work.

The terms and conditions of this LOA consist of the following and each is incorporated by reference herein as if fully set forth herein: Specific Terms of the LOA, General Terms of the LOA; Attachment A - the Project Funding, Attachment B - the Scope of Work-, Attachment C - the Reporting Guidelines, Attachment D - Federal Transportation Improvement Program (FTIP), Attachment E - Caltrans Document List, Attachment F - Special Grant Conditions by the Board, Attachment G - Sustainable Design Elements Requirements, and Attachment H - Project Readiness Certification and any other attachments or documents referenced therein.

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

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

Very truly yours,



for
Phillip A. Washington
Chief Executive Officer

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


CITY OF LONG BEACH

By: 
Patrick West
City Manager

Date: 6/12/18

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM

6/15, 2018
CHARLES PARKIN, City Attorney
By: 
LINDA T. VU
DEPUTY CITY ATTORNEY

CALL FOR PROJECTS
LETTER OF AGREEMENT

PART I
SPECIFIC TERMS OF THE LOA

1. Title of the Project (the "Project"): Market Street Pedestrian & Streetscape Enhancements - LACMTA Call for Projects ID# F7615, FTIP # LAF7615.
2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors' action of September 26, 2013, originally programmed \$ 3,233,837 (the "Funds") to Project Sponsor for the Project over two years, FY 2015-16 and FY 2016-17. The Project Sponsor was later required to apply for the State Active Transportation Program, but was not awarded funds. LACMTA Board of Directors' action on June 25, 2015 reprogrammed the Funds over two years, FY 2017-18 and FY 2018-19. LACMTA Board of Directors' action recertified the Funds for FY 2017-18 only in the amount of \$833,716. 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 ProgramMetro 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. Special Grant Conditions imposed by the LACMTA is attached as Attachment F. Project Sponsor shall comply with the Special Grant Conditions as set forth in Attachment F.

10. The "Sustainable Design Elements Requirements" is attached as Attachment G. Project Sponsor shall comply with the Sustainable Design Elements Requirements as set forth in Attachment G.

11. An executed "Project Readiness Certification" is attached as Attachment H, which is evidence that Project Sponsor can appropriately fund and staff the Project so that the Project can be completed in a timely manner.

12. 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.

LACMTA's Address:

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

Project Sponsor's Address:

City of Long Beach, Public Works Department
333 W. Ocean Blvd
Long Beach, CA 90802
Attn: Keith Hoey
Email: Keith.Hoey@longbeach.gov
Phone: (562) 570-6586

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 2017-18 are subject to lapse on June 30, 2020. All Funds programmed for FY 2018-19 are subject to lapse on June 30, 2021.

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.

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.

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 ID: LAF7615

Project Title: Market Street Pedestrian & Streetscape Enhancements

Project Limits: Los Angeles River to Cherry Avenue

Project Description: This project is located in the City of Long Beach on Market Street between the Los Angeles River and Cherry Ave. It will generally consist of complete street improvements including Class II/IV bike lanes and other new bike/pedestrian facilities, bulbouts, wayfinding signage, crosswalk and transit stop enhancements, construction/reconstruction of at least four curb ramps for ADA compliance, pedestrian lighting, traffic signal installation/upgrades, flashing beacons, landscaping and street trees, removing/relocating obstructions and utilities, street furniture, and miscellaneous sustainable design features for community revitalization along approximately 1.9 miles of the Market St. corridor.

Project Funding:

PROJECT ITEM	Grant Funds (LACMTA)	LOCAL AGENCY	TOTAL
Planning, Design, Engineering	\$0	\$420,000	\$420,000
Construction	\$3,233,837	\$1,518,013	\$4,751,850
TOTAL BUDGET COST	\$3,233,837	\$1,938,013	\$5,171,850

Note: The City was awarded \$3,233,839 of grant funding, with a minimum local match of \$1,385,930 (30%) for a total project budget of \$4,619,767. The City is responsible for any project cost increase.

ESTIMATED PROJECT COSTS:

DESIGN:

Item	Description	Quantity	Unit	Unit Price	Amount
1	Environmental Study/Documentation	1	LS	\$43,000.00	\$43,000.00
2	Traffic Analysis & Data Collection	1	LS	\$42,000.00	\$42,000.00
3	Public Outreach	1	LS	\$40,000.00	\$40,000.00
4	Utility Coordination	1	LS	\$10,000.00	\$10,000.00
5	Design/Bid Package	1	LS	\$285,000.00	\$285,000.00
TOTAL DESIGN					\$ 420,000.00

CONSTRUCTION:

Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$150,000.00	\$150,000.00
2	Traffic Control	1	LS	\$175,000.00	\$175,000.00
3	Earthwork	1	LS	\$60,000.00	\$60,000.00
4	Pedestrian Ramps	4	EA	\$5,000.00	\$20,000.00
5	Pedestrian Lights	14	EA	\$9,000.00	\$126,000.00
6	Electrical	1	LS	\$30,000.00	\$30,000.00
7	Transit Improvements	7	EA	\$30,000.00	\$210,000.00
8	Bulbouts	50	EA	\$28,000.00	\$1,400,000.00
9	Plant Tree	50	EA	\$1,000.00	\$50,000.00
10	Landscaping & Irrigation	1	LS	\$350,000.00	\$350,000.00
11	120-Day Landscape Maintenance	1	LS	\$15,000.00	\$15,000.00
12	Traffic Signal Installation/Upgrades	1	LS	\$360,000.00	\$360,000.00
13	Flashing Beacons	4	EA	\$7,500.00	\$30,000.00
14	Other Landscape Improvements	1	LS	\$200,000.00	\$200,000.00
15	Crosswalk Improvements	1	LS	\$155,000.00	\$155,000.00
16	Traffic Striping/Bike Lanes	1	LS	\$200,000.00	\$200,000.00
17	Signage	1	LS	\$84,000.00	\$84,000.00
Item	Description	Quantity	Unit	Unit Price	Amount
18	Bike Loop	50	EA	\$250.00	\$12,500.00
19	Bike Rack	30	EA	\$200.00	\$6,000.00
20	Miscellaneous Relocations	1	LS	\$50,000.00	\$50,000.00
SUBTOTAL					\$ 3,683,500.00
CONTINGENCY (10%)					\$ 368,350.00
TOTAL CONSTRUCTION					\$ 4,051,850.00

CONSTRUCTION SUPPORT & MANAGEMENT:

Item	Description	Quantity	Unit	Unit Price	Amount
1	Construction Management & Inspection	1	LS	\$ 700,000.00	\$ 700,000.00
TOTAL CONSTR. SUPPORT					\$ 700,000.00

TOTAL PROJECT COST (ESTIMATED)

\$5,171,850.00

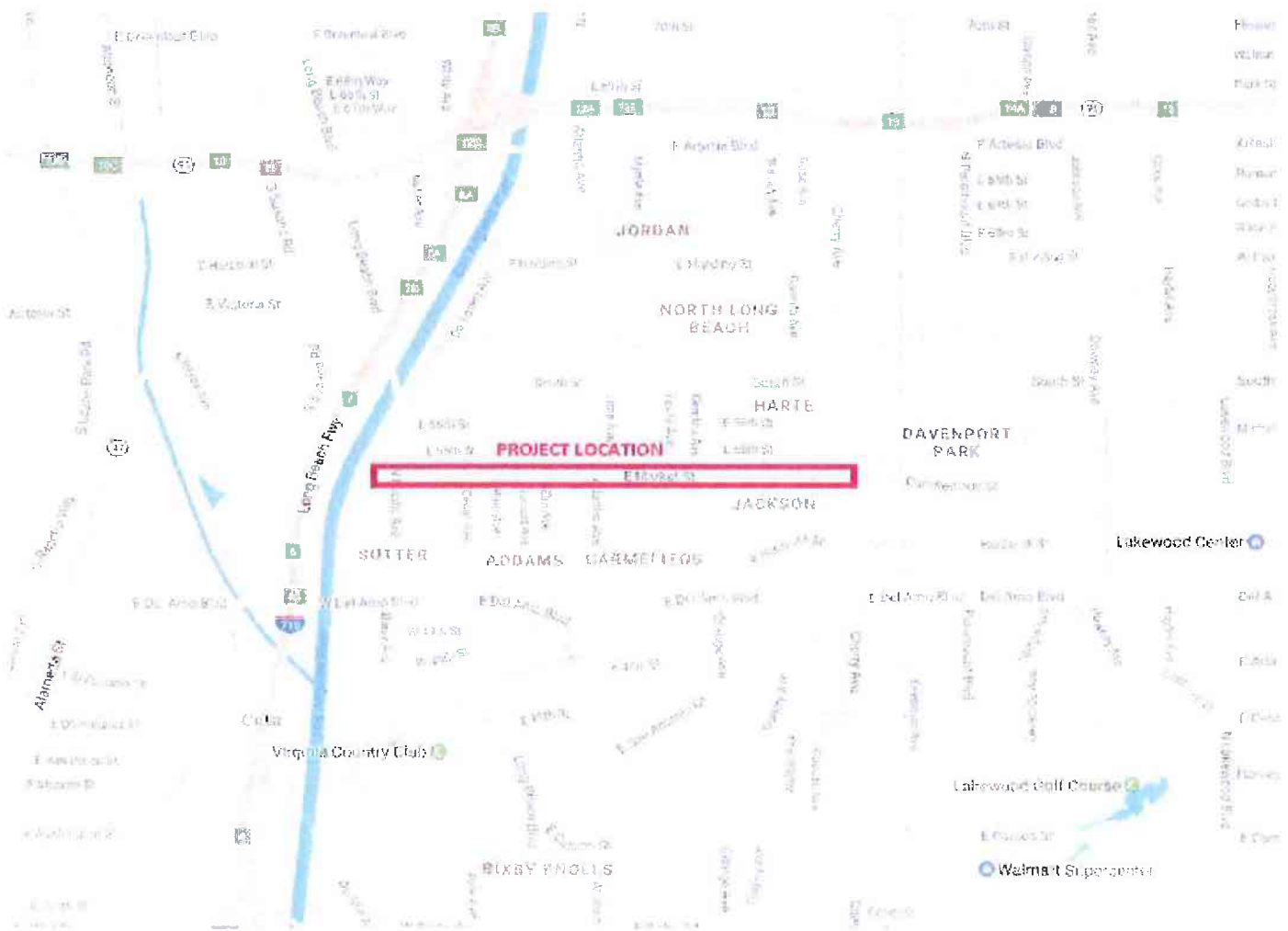
Schedule

Task	Begin	End	Duration (Months)
• Execute LOA	9/2017	6/2018	9
• Preliminary Concept Designs (30%)	6/2018	11/2018	5
• PES / Environmental Clearance/ CEQA/NEPA Permits / Design Review	7/2018	5/2019	10
• Community Outreach	7/2018	4/2019	9
• PS&E (60%)	11/2018	6/2019	7
• ROW certification (including utility notification)	5/2019	8/2019	3
• PS&E (90%)	6/2019	10/2019	4
• Submit Final Construction Documents/Bid Package	10/2019	1/2020	3
• Approval to Proceed with Construction (Receive E76 from Caltrans)	1/2020	4/2020	3
• Advertise & Bid	4/2020	6/2020	2
• Award Package from Caltrans	6/2020	8/2020	2
• Award Construction Contract	8/2020	10/2020	2
• Execute Contract Agreements	10/2020	11/2020	1
• Issue NTP for Construction	11/2020	12/2020	1
• Construction	12/2020	9/2021	9
• Report of Completion/ Project Close out	10/2021	2/2022	4

Milestones

Milestones	Begin	End	Duration (Months)
• Execute LOA	9/2017	6/2018	9
• Design	6/2018	1/2020	19
• Submit Final Construction Documents/Bid Package	10/2019	1/2020	3
• Approval to Proceed with Construction (Receive E76 for CON from Caltrans)	1/2020	4/2020	3

Project Map:



LOA ATTACHMENT C

REPORTING GUIDELINES FOR FEDERAL FUNDS

REPORTING PROCEDURES

- The Quarterly Progress Report (Attachment C1) is required for all projects. The Project Sponsors shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Project Sponsor will submit a quarterly report to the LACMTA PROJECT MANAGER. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress Report covers all activities related to the project and lists all costs incurred. It is essential that Project Sponsors provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Project Sponsors are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a Final Report that includes project’s final evaluation must be submitted.

LACMTA LOA ATTACHMENT C1

QUARTERLY PROGRESS REPORT

Project Sponsor to Complete
LOA#
Quarterly Report #

Project Sponsors are requested to mail this report to the LACMTA PROJECT MANAGER.
 Please submit Quarterly Progress Report with 60 days after the close of each quarter.
 No later than November 30, February 28, May 31, and August 31.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: _____

LOA#: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2013-2014 2014-2015 2015-2016
 2016-2017 2017-2018 2018-2019

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

(Attach photos of key components & milestones)

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

RSTI Pedestrian Signal Synchronization
 TDM Bicycle Goods Movement
 Transit TEA

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

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

SECTION 2: Quarterly PROGRESS REPORT

1. Project-to-Date Expenditure

% of Project Budget Expended to Date	
% of Project Completion	

2. DELIVERABLES & MILESTONES

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

Project sponsors must make every effort to accurately portray milestone dates in the original LOA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original LOA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your LOA. **PER YOUR LOA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE**

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

3. PROJECT COMPLETION

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

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

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

- Yes
 No
 Not Applicable

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

Yes

No

Not Applicable

4. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

5. PROJECT DELAY

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

6. ACTION ITEMS TO RESOLVE DELAY

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

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

Signature

Date

Name

Title

ATTACHMENT D FTIP REPORT

Los Angeles Metropolitan Transportation Authority 2017 07 Metropolitan Transportation Improvement Project List (\$000)

TIP ID: LAF7615		Implementing Agency: Long Beach, City of											
<p>Project Description: MARKET STREET PEDESTRIAN & STREETScape ENHANCEMENTS : This project is located in the City of Long Beach on Market St between Chery Av and the Los Angeles River (1.9 mile). Improvement includes bulbouts, curb ramps, landscaping, street trees, street furniture, ped/bike wayfinding signage, enhanced crosswalks, ped lighting, flashing beacons, a Class II bike lane (0.5 mile), transit stop enhancements, new traffic signal (one at Walnut Ave), increased sidewalk width (at intersection & mid block).</p>				<p>SCAG RTP Project #: 101008 Study/NIA Is Model: NO Model #. PM: Ira Brown - (562) 570-5972 Email: ira.brown@longbeach.gov LS: N LS GROUP#: Conformity Category: NON-REPORTABLE TCM COMMITED</p>									
System: Local Hwy		Route:	Postmile:	Distance:	Phase: No Project Activity	Completion Date: 12/31/2022							
Lane # Extd:	Lane # Prop:	Imprv Desc:			Air Basin: SCAB	Envir Doc: FINAL ENVIRONMENTAL IMPACT REPORT - 09							
Toll Rate:	Toll Colc Loc:	Toll Method:	Hcv acs eg loc:		Uza: Los Angeles-Long Beach-Santa Ana	Sub-Area:	Sub-Region:						
Program Code: NCN25 - BICYCLE & PEDESTRAIN FACILITIES-NEW					Stop Loc:	CTIPS ID:	EA #:	PPNO:					
				PHASE	PRIOR	16/17	17/18	18/19	19/20	20/21	21/22	BEYOND	PROG TOTAL
				PE									
				RW									
				CON									
				SUBTOTAL									
CITY - City Funds				PE			\$0	\$0					\$0
				RW			\$0	\$0					\$0
				CON			\$357	\$1,029					\$1,386
				SUBTOTAL			\$357	\$1,029					\$1,386
CMAQ - Congestion Mitigation Air Quality				PE			\$0	\$0					\$0
				RW			\$0	\$0					\$0
				CON			\$834	\$2,400					\$3,234
				SUBTOTAL			\$834	\$2,400					\$3,234
				TOTAL			\$1,191	\$3,429					\$4,620
				TOTAL PE: \$0			TOTAL RW: \$0						TOTAL CON: \$4,620
<p>- General Comment: 2013 CFP - Reprogrammed in June, 2016 - Modeling Comment: N/A - TCM Comment: New Class II Bike lane (0.5 mile) along the 1.9 mile project corridor. The Class III route for the remaining segments (1.4 mile) Not a TCM - Narrative: New Project CMAQ: ► Add funds in 17/18 in CON for \$834 ► Add funds in 18/19 in CON for \$2,400 CITY ► Add funds in 17/18 in CON for \$357 ► Add funds in 18/19 in CON for \$1,029</p>													
Total project cost \$4,620													
Last Revised: Amendment 17-02 - APPROVED					Change reason: NEW PROJECT					Total Cost \$4,620			

* Note: Current total project cost is estimated higher than reflected in the original board report. The City will be responsible for any project cost increase and amend the FTIP.

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**

Note: The 2013 COUNTYWIDE CALL FOR PROJECTS Board Report 13 dated September 18, 2013 included various projects specific condition imposed by the LACMTA.

Project sponsor will be required to provide before- and after- pedestrian and bicycle counts, color photos, and any applicable graphics. Additional details regarding methodology for conducting counts will be provided to project sponsor prior to initiation of the project.

Project sponsor will be required to coordinate and seek input with Metro Planning and Operations and other service providers on any impacts to transit service.

**ATTACHMENT G
SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS
SPECIAL GRANT CONDITIONS**

1. Grantee shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:

a. Grantee shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Grantee shall be responsible for contacting the LACMTA Sustainability Policy Manager.

b. Grantee shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:

1. A list of the sustainable design elements which will be included in the Project.
2. A summary description of mitigation measures committed through project environmental review.
3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Grantee desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Grantee intends to use.
4. A description of how Grantee will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

The "Alternative Metrics" is defined as any alternative metrics that exceeds business-as-usual performance in the following areas: energy and water use; waste reduction; stormwater management; and reduction of urban heat island effects, as applicable to the Scope of Work. Grantee may cite performance metrics from standardized sources including but not limited to LEED, LEED-ND, Envision, and Sites Initiative.

2. Prior to initiation of the construction phase of the Project, Grantee must be found in compliance with the Plan. Grantee's compliance with the Plan can be determined in one of two ways: the LACMTA Sustainability Policy Manager shall determine and certify Grantee's compliance with the Plan or the Grantee must provide written self-certification of compliance to the LACMTA Sustainability Policy Manager with these conditions found in Section 1(b).

3. Grantee shall report on the implementation of the Plan. As part of the Project closeout, Grantee shall certify that the Plan has been completed, with approval from the LACMTA Sustainability Policy Manager.

4. LACMTA's Sustainability Policy Manager Contact Information: Paul Backstrom
BackstromP@metro.net
(213) 922-2183



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

333 WEST OCEAN BOULEVARD • LONG BEACH, CA 90802 • (562) 570-6383 • FAX (562) 570-6012

LOA Attachment H PROJECT READINESS CERTIFICATION

As part of the 2013 Call for Projects, the LACMTA Board of Directors, authorized the programming of funds to Project Sponsor for the Market Street Pedestrian & Streetscape Enhancements (the "Project").

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

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

Signature

6/12/18
Date

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

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

Date of Adoption
10/01/2017

APPROVED AS TO FORM
6/15, 2018
CHARLES PARKIN, City Attorney
By
LINDA T. VU
DEPUTY CITY ATTORNEY

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

Metro Grant Amount	Local Match Amount	Total Project Cost
\$ 3,233,837	\$ 1,385,930	\$ 4,619,767

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

Staff Name	Job Title	% Project Responsibility
Keith Hoey	Civil Engineer	70%
Traffic/Mobility Division	N/A	20%
Ehi Ima-Edomwonyi	Administrative Analyst	10%

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

Project Lapse Date: 6/30/2021

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

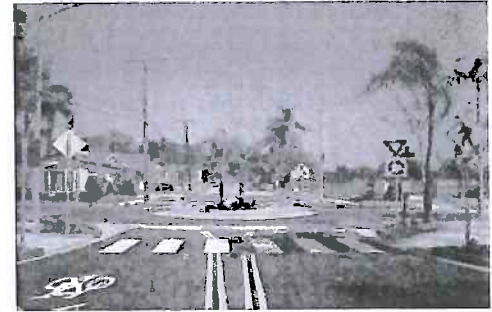
Date of Governing Authority Approval
6/12/18

(Submit Governing Authority Clerk stamped agenda/minutes)

SUSTAINABLE TRANSPORTATION IMPROVEMENT

PWTO10

- Project Description**
- Citywide 8-80 Connections
 - Design, construct, implement projects and programs to enhance the safety and viability of bicycle and pedestrian routes
 - Grant Matching Funds
 - Liveability Initiatives
 - PCH Ride



Estimated Operating and Maintenance Repair and maintenance to prolong the life of bike corridors and reduce future infrastructure expenses.

Project Timeline Design: October 2017– February 2018.
 Bid & Award: March 2018 – August 2018.
 Construction: September 2018 – February 2019.

Department Contact Public Works - Transportation Mobility - Abraham Bandegan - (562) 570-6665

Funding Sources

Funding Source	Beg Balance	FY 18	FY 19	FY 20	3 Year Total
AB 2766 AIR QUALITY	\$1,162,701	\$450,000	\$500,000	\$500,000	\$2,612,701
GAS TAX	\$318,158	\$750,000	\$750,000	\$750,000	\$2,568,158
GENERAL CAPITAL	\$333,058	\$0	\$0	\$0	\$333,058
MAP 21	\$587,862	\$0	\$0	\$0	\$587,862
MEASURE M LA COUNTY	\$0	\$800,000	\$800,000	\$800,000	\$2,400,000
MEASURE R	\$159,956	\$1,000,000	\$140,000	\$0	\$1,299,956
PROP A	\$325,856	\$50,000	\$0	\$0	\$375,856
PROP C	\$46,674	\$0	\$0	\$0	\$46,674
TIDELANDS	\$305,301	\$0	\$0	\$0	\$305,301
TRAFFIC MITIGATION PROGRAM	\$203,237	\$0	\$0	\$0	\$203,237
TRANSPORTATION DEV ACT	\$2,820,171	\$200,000	\$200,000	\$200,000	\$3,420,171
Total	\$6,262,974	\$3,250,000	\$2,390,000	\$2,250,000	\$14,152,974

Revenue/Expenditure Financial Summary

Criteria: As Of = 5/23/2018 (64% of Year Elapsed)

Index Code	Title	Year-To-Date Adjusted Budget	Month-To-Date Actual	Year-To-Date Actual	Year-To-Date Encumbrance incl. Pre-Encumb	Year-To-Date Adjusted Budget - Actuals	Year-To-Date % Actuals to Adjusted Budget
Project PWT010 - SUSTAINABLE TRANSPORTATION IMPROVEMENT							
79 - MARKET ST PED IMPMT & STRTSRPE ENHANCEMENT							
PWCIPCG	AB 2766 AIR QUALITY	200,000.00	0.00	21,231.64	64,594.00	114,174.36	42.9%
PWCIPCM	MEASURE M LA COUNTY	0.00	0.00	31,607.60	0.00	(31,607.60)	0.0%
PWEN1201CIP	CIP LABOR BUDGET/CM	0.00	2,361.62	2,361.62	0.00	(2,361.62)	0.0%
PWEN1301CIP	CIP LABOR BUDGET/PO	0.00	488.92	488.92	0.00	(488.92)	0.0%
Total Project Detail 1 MARKET ST PED IMPMT & STRTSRPE ENHANCEMENT		200,000.00	2,850.54	55,689.78	64,594.00	79,716.22	60.1%
Total Project PWT010		200,000.00	2,850.54	55,689.78	64,594.00	79,716.22	60.1%
Total		200,000.00	2,850.54	55,689.78	64,594.00	79,716.22	60.1%