



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Powell and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Jim Arndt, Director of Public Works
Steve Finton, City Engineer
Edward Kao, Senior Civil Engineer

DATE: May 15, 2012

SUBJECT: Letter of Agreement with Los Angeles County Metropolitan Transportation Authority for the Receipt of 2009 Metro Call for Project Funds for the Sepulveda Boulevard Bridge Widening Project (\$6,813,325 Grant Funds)

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a Letter of Agreement with Los Angeles County Metropolitan Transportation Authority (Metro) for the Receipt of 2009 Metro Call for Project Funds (\$6,813,325) for the Sepulveda Boulevard Bridge Widening Project.

FISCAL IMPLICATION:

The recommended Letter of Agreement must be executed by the City and Metro to make Metro grant funds available for the Sepulveda Boulevard Bridge Widening project in the amount of \$6,813,325.

Existing project appropriations as indicated in the fiscal year 2013-2017 Capital Improvement Plan (CIP) are shown in Table 1 below. It should be noted that the existing project appropriations indicated in Table 1 exceed the amounts indicated in Table 2 *Project Funding*, and represent the maximum funding available from the various sources.

TABLE 1 – Existing Project Appropriations

<i>Funding Source</i>	<i>Previous Approp'ns</i>	<i>FY2012-13</i>	<i>FY2013-14</i>	<i>TOTAL</i>
1. Metro Call 2009		\$3,184,000	\$3,629,325	\$6,813,325
2. Safetea-Lu High Priority Project	\$1,079,000	\$360,000		\$1,439,000
3. Safetea-Lu STPL			500,000	\$500,000
4. Proposition C	\$1,208,236	\$621,937	\$1,586,147	\$3,416,320
5. Measure R South Bay		\$4,550,000	\$4,550,000	\$9,100,000
TOTAL	\$2,287,236	\$8,715,937	\$10,265,472	\$21,268,645

The City has been successful in securing funding from the various sources indicated in Table 1 and

as described in more detail below. The City has dedicated all Proposition C receipts (\$3,416,320) over the last several years to fund the local matches required by the grants.

A description of existing project appropriations is as follows:

1. Metro Call 2009 (\$6,813,325) – **A Letter of Agreement related to the receipt of these funds is recommended through this City Council action.** This grant was secured through the competitive 2009 Call for Projects submitted in Spring of 2009. The grant is available on a reimbursement basis with a 36.5% local match requirement. These funds are available to fund construction and right-of-way acquisition only. The source of funds is the Federal Regional Surface Transportation Program.
2. Safetela-Lu High Priority Project (\$1,439,000) – The federal highway and transit programs legislation, “Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users”, known as Safetela-Lu, was signed into law in 2005. Safetela-Lu expired on September 30, 2009 and has been operating on a series of short-term extensions since. Safetela-Lu provides funding for surface transportation including earmark funds for 5173 High Priority Projects nationwide. Congresswoman Jane Harman sponsored High Priority Project 1286 the “South Bay Cities COG Coastal Corridor Transportation Initiative, Phase 3” and directed the entire earmark to the Sepulveda Boulevard Bridge Widening Project. These funds are available on a reimbursement basis and a 20% local match is required. City Council approved a funding agreement for the use of these funds in February 15, 2011.
3. Safetela-Lu STPL (\$500,000) – These funds are per capita allocations provided to agencies nationwide to fund surface transportation improvements on arterial and collector streets. They are available on a reimbursement basis with an 11.47% local match required. The City receives \$100,000 annually and has reserved the allocations for use on this project. A funding agreement related to these funds will be submitted for City Council consideration in the future.
4. Proposition C (\$3,416,320) – These funds are per capita allocations provided to Los Angeles County agencies for transit and street purposes. The City receives approximately \$400,000 annually. Proposition C funds can be used to fund improvements on streets carrying fixed transit routes such as Sepulveda Boulevard. The City established a reserve account with Metro allowing the funds to be set aside in amounts in excess of the three-year lapsing requirement. These funds are the City’s primary source of funds used to match grants secured for this project.
5. Measure R South Bay (\$9,100,000) - Measure R is a one-half cent (0.5%) sales tax approved by Los Angeles County voters in November, 2008 to meet the transportation needs of Los Angeles County. In addition to local return, the measure includes a program for Highway Capital Projects (Measure R South Bay). It is estimated that \$906 million will be available to South Bay agencies over 30 years to fund capacity improvements that benefit the state highway system. The Sepulveda Bridge Widening project was approved for funding through this program. These funds are available on a reimbursement basis with no local match requirement. A funding agreement for these funds will be submitted for City Council consideration in the near future. Please note these are not Measure R Local Return Funds.

Due to a shortage of local matching funds, not all grant funds can be used. Given the current level of matching funds available, the maximum project would be \$20,746,726 (Table 2, Row E, Col 6). Staff believes this to be sufficient to complete the project. As the required local match for the Metro grant is the highest (36.5%), staff would manage project expenditures such that the balance of funding at the completion of the project would be composed of Metro grant funds and associated local match (Proposition C). Table 2, below, indicates project funding assuming a \$20,746,726 total project cost.

TABLE 2 – Project Funding

Line No.	Funding Source	1. Metro Call Grant 2009	2. Safetee-Lu High Priority Project Funds	3. Safetee-Lu STPL	4. Prop C	5. Measure R SB Hwy	6. Total
	<i>CIP Budget</i>	\$6,813,325	\$1,439,000	\$500,000	\$3,416,320	\$9,100,000	\$21,268,645
A	Metro Call 2009 (36.5% match required)	\$6,291,406*					\$6,291,406
B	Safetee-Lu High Priority Project (20% match required)		\$1,439,000				\$1,439,000
C	Match for Grants Lines A & B			\$500,000	\$3,416,320		\$3,916,320
D	Measure R South Bay (MRSB) No Match Required					\$9,100,000	\$9,100,000
E	Total Project	\$6,291,406*	\$1,439,000	\$500,000	\$3,416,320	\$9,100,000	\$20,746,726
F	Bal. of Appropriations	\$521,919*	\$0	\$0	\$0	\$0	\$521,919

* The Letter of Agreement for the 2009 Metro Call for Projects provides \$6,831,325 in grant funds; however, available matching funds reduces Metro grant funds that can be matched to \$6,291,406. Additional local match would be required to spend the remaining \$521,919 in Metro grant funds.

BACKGROUND:

Project Description

The Sepulveda Bridge (#53-0062) exists on Sepulveda Boulevard (State Route-1) between Rosecrans Avenue and 33rd Street. The bridge is 100 feet wide and spans 165 feet across a vacant AT&SF railroad right of way from north to south. The existing bridge carries 7 lanes including **3 northbound**, 3 southbound and 1 center turn lane. Roadway segments immediately north and south of the bridge carry 3 south bound, **4 northbound** and 1 center turn lane. This project will widen the east side of the bridge to provide a fourth northbound lane to remove the existing bottleneck at the bridge. It is estimated that the \$20,746,726 is more than sufficient to fund project expenses including design, environmental documentation, right-of-way engineering, right-of-way acquisition, construction, and inspection.

Sepulveda Boulevard (State Route 1) and the bridge are owned and maintained by Caltrans. Due to the local significance of the roadway, the City entered into an agreement with Caltrans to

widen the bridge as a joint project with the City taking the lead and Caltrans serving in a supporting role. The City is securing all project funding.

Metro Call for Projects Grant Application

On April 7, 2009, City Council adopted Resolution 6182 indicating support for the City's application for grant funding through the 2009 Metro Call for Projects. The Call for projects is a biennial competitive grant opportunity administered by Metro. Grant applications can be submitted by Los Angeles County agencies for funding in several grant categories. The City submitted the grant application under the Regional Surface Transportation Improvement Category. Metro awarded funding for the Sepulveda Boulevard project in the amount of \$6,813,325 to fund right-of-way acquisition and construction expenses.

DISCUSSION:

Letter of Agreement (LOA) for Metro Call for Projects Grant

The recommended Letter of Agreement sets the terms and conditions for the receipt of the Metro grant funds. The funds are available in the years indicated in the Letter of Agreement and as shown in Table 1. The grant provides Federal Regional Surface Transportation Program Funds on a reimbursement basis and has a 36.5% local match requirement. Safetea-Lu Surface Transportation Program – Local funds and Proposition C funds are programmed for local match. The Letter of Agreement indicates that funds must be expended within 36 months of allocation; however, extensions can be requested and are typically granted if significant progress is being made.

Project Scheduling

The City has selected a design consultant for this project and will submit a professional services agreement to City Council for consideration in the near future. It is estimated that actual construction could start in 2014. The construction is estimated to last for one year.

- Attachments: 1. GIS Map
2. Letter of Agreement

xc: Bruce Moe, Director of Finance
Roxanne Diaz, City Attorney
Henry Mitzner, Controller

Rosecrans Ave

Proposed Sepulveda Blvd Bridge Widening Project



0 100 200 300 Feet

4 lanes North-bound



Valley Dr

3 lanes North-bound

Manhattan Village Mall

33rd St

Sepulveda Blvd

4 lanes North-bound

30th St



01/02/07



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

FTIP#:LA0C8080
PPNO: N/A

CFP# F3139
LOA.P00F3139

February 2, 2012



City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Attn: Dave Carmany, City Manager

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

Dear Sir/Madam:

As part of the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) 2009 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2009, authorized the programming of funds to the City of Manhattan Beach (“Project Sponsor”) for the Sepulveda Boulevard Bridge Widening Project – LACMTA Call for Projects ID# F3139, FTIP# LA0C8080, (the “Project”) subject to the terms and conditions contained in this Letter of Agreement (“LOA”).

The terms and conditions of this LOA consist of the following and each is incorporated by reference herein as if fully set forth herein: Specific Terms of the LOA, General Terms of the LOA; Attachment A - the Project Funding, Attachment B - intentionally omitted, Attachment C - the Scope of Work, Attachment D - the Reporting & Expenditure Guidelines, Attachment E - Federal Transportation Improvement Program (FTIP), and any other attachments or documents referenced therein.

FTIP#: LA0C8080
PPNO: N/A

CFP# F3139
LOA.P00F3139

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

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

Very truly yours,

Arthur T. Leahy
Chief Executive Officer

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

CITY OF MANHATTAN BEACH

By: _____
David N. Carmany
City Manager

Date: _____

APPROVED AS TO FORM:

By  _____
City Attorney

**CALL FOR PROJECTS
LETTER OF AGREEMENT**

PART I
SPECIFIC TERMS OF THE LOA

1. Title of the Project (the "Project"): Sepulveda Boulevard Bridge Widening Project - LACMTA Call for Projects ID# F3139, FTIP# LA0C8080.
2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors' action of September 24, 2009, programmed \$6,813,325 (the "Funds") to Project Sponsor for the Project. The LACMTA funding plan reflects the programming of Funds over three years, Fiscal Years (FY) 2011-12, FY 2012-13 and FY 2013-14. LACMTA Board of Directors' action recertified the Funds for FY 2011-12 only in the amount of \$2,102,000. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being obligated by Project Sponsor.
3. The Funding Agency for this Project (the "Agency") is CALTRANS. The Programming Agency for this Project is LACMTA.
4. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment A**. The Project Funding includes the total programmed budget for the Project, including the Funds programmed by LACMTA and the Project Sponsor Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Project Sponsor shall complete the Project as described in the **Scope of Work**. The "Scope of Work" for the Project is attached to this LOA as **Attachment C**. The Scope of Work includes a general description of the Project and a detailed description of the work to be completed. The Scope of Work also includes a set schedule including Project milestones consistent with the lapsing policy described in Part II below. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing.
6. The "FTIP PROJECT SHEET (PDF)" is attached as **Attachment E** and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at www://program.metro.net. All projects that receive funding through the LACMTA Call For Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Project Sponsor shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Project Sponsor will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should

be made as soon as possible after Project Sponsor is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Project Sponsor fail to meet this date, it may affect Project Sponsor's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

7. 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.
8. LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Matt Abbott, MS: 99-22-3
Email: abbottm@metro.net
9. Project Sponsor's Address:
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Attention: Ed Kao, Senior Civil Engineer
Email: ekao@citymb.info

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 2011-12 are subject to lapse on June 30, 2014. All Funds programmed for FY 2012-13 are subject to lapse on June 30, 2015. All Funds programmed for FY 2013-14 are subject to lapse on June 30, 2016.

If Project Sponsor fails to meet any of the above conditions, the Project shall be considered lapsed and will be submitted to the LACMTA Board of Directors for deobligation.

6.2 Project Sponsor must demonstrate evidence of timely use and obligation of Funds programmed for the Project within the time period described in Part II, Section 6.1 of this LOA. Evidence of timely obligation will be either an executed "Authorization To Proceed" document (Caltrans Version E-76).

6.3 In the event this LOA is not executed and/or evidence of timely obligation of Funds is not provided as described in Part II, Sections 6.1 and 6.2 of this LOA, the Project will be reevaluated by LACMTA as part of the annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Project Sponsor does not complete one element of the Project, as described in the FTIP Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event the Funds are reprogrammed, this LOA shall automatically terminate without further action by either party.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to program the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors, the United States Government or the State of California, as applicable. If such Funds are not made available for the Project, this LOA shall be void and have no further force and effect, and LACMTA shall have no obligation to program the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 Project Sponsor shall fully fund and contribute the Project Sponsor Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Project Sponsor agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8. **COMMUNICATIONS:**

8.1 Project Sponsor shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. Project Sponsor shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by Metro" or alternative acceptable minimum language; and (ii) the Metro logo, with the exception of press releases, which do not require a Metro logo.

8.2 If Project Sponsor produces any Communication Materials that do not contain the information set forth in Section 8.1 above, Project Sponsor must provide an opportunity for the prior review and written comment by the Chief Communications Officer of LACMTA or its designee before such materials can be produced. If Project Sponsor does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Project Sponsor may proceed with producing the Communications Materials as proposed.

8.3 For purposes of this LOA, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

8.4 For signage on Project structures, facilities, vehicles and construction sites, Project Sponsor shall use the phrase, "Funded in part by [Metro logo]" or "Your tax dollars at work (Metro logo)" or alternative acceptable language. Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials guidelines available from the LACMTA Communications Division.

8.5 Project Sponsor shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

8.6 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

8.7 Project Sponsor shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 8.

9. **OTHER TERMS AND CONDITIONS:**

9.1 This LOA, along with the applicable requirements of the Agency, constitutes the entire understanding between the parties, with respect to the subject matter herein. The LOA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original LOA or the same level of authority.

9.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this LOA, or the applicable requirements of the Agency, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

9.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Project Sponsor under or in connection with any work performed by and or service provided by Project Sponsor, its officers, agents, employees, contractors and subcontractors under this LOA. Project Sponsor shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) misuse of the Funds by Project Sponsor, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Project Sponsor's obligations under this LOA; or (iii) any act or omission of Project Sponsor, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services in connection with the Project, including, without limitation, the Scope of Work, described in this LOA.

9.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this LOA.

9.5 Project Sponsor shall comply with and insure that work performed under this LOA is done in compliance with Federal Agency Regulations (FAR), Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and the applicable requirements and regulations of the Agency and LACMTA.

9.6 Project Sponsor shall not assign this LOA, or any part thereof, without written consent and prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

9.7 This LOA shall be governed by California law. If any provision of this LOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.8 The terms of this LOA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

9.9 If any software/Intelligent Transportation Systems (“ITS”) is developed with the Funds and if Project Sponsor ceases to use the software/ITS for public purposes or Project Sponsor sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA’s sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Project Sponsor reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

9.10 If applicable, implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with LACMTA’s Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form, in the form of Attachment F-1. (See www.metro.net/projects_studies/call_projects/other_resources.htm for a copy of LACMTA’s Countywide ITS Policy and Procedures.)

9.11 If any parking facilities are designed and/or constructed using the Funds, Project Sponsor shall coordinate with LACMTA parking program staff in the planning, design and management of the facility and shall ensure that its implementation is consistent with LACMTA-adopted parking policy. (For LACMTA’s Parking Policy and contact information, see www.metro.net/projects_studies/call_projects/other_resources.htm.)

9.12 Project Sponsor agrees that the disposal of property purchased with the Funds shall be disposed of in accordance with the Agency’s guidelines.

9.13 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

9.14 Project Sponsor in the performance of the work required by this LOA is not a contractor nor an agent or employee of LACMTA. Project Sponsor attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Project Sponsor shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

9.15 Project Sponsor shall notify LACMTA in advance of any key Project staffing changes.

ATTACHMENT C

SCOPE OF WORK

PROJECT LIMITS

The project is on Route 1 (Sepulveda Blvd.) in Manhattan Beach, between 33rd Street and Rosecrans Ave. It is from Post Miles 23.60 to 23.90, approximately 0.29 miles.

SCOPE OF WORK:

This project, located in the City of Manhattan Beach south of Rosecrans Ave and north of 33rd St, will remove a bottleneck on NB Sepulveda Blvd. by widening the existing bridge (Bridge No. 53-62) and increasing the northbound segment of Sepulveda Blvd. in the project area to four travel lanes, consistent with the existing roadway geometry north and south of the project. Pedestrian and transit access will be improved by connecting the sidewalk gap on the east side of Sepulveda Blvd. This project will also be integrated with Caltrans and Los Angeles County's Adaptive Traffic Signal Control System (ATSCS), which will synchronize the traffic signals along Sepulveda Blvd. based on real time traffic demand. With approval of the Project Report in 2004, Caltrans approved an exception to Mandatory and Advisory Design Standards for lane, median and shoulder widths due to space constraints. Although bicyclists are allowed on this segment of Sepulveda Blvd., bicycle lanes will not be provided on the 0.29 mile reconstructed section of the highway in this project. The State of California owns this particular right-of-way so Caltrans and the City have executed a Cooperative Agreement officially authorizing the City to proceed with PS&E and construction with Caltrans oversight. Requested funding includes right-of-way and construction activities.

PROJECT SCHEDULE:

The approximately timeline for this project is as follows:

EVENTS	DATES
Caltrans to issue Authorizations to Proceed (E-76) with Right-Of-Way and Utilities	May 2013
Approval of Plans Specs. & Estimate (PS & E) and authorize to solicit bids	August 2013

Caltrans to issue Authorizations to Proceed (E-76) with Construction	September 2013
Bid opening	10/3/2013
City Council to award contracts for Construction and CE/PM	11/19/2013
Start of Construction	1/2/2014
Construction Complete	1/2/2015

PROJECT BUDGET:

The total project cost including right-of-way and construction activities is estimated to be \$10,729,645. The project is funded by MTA 2009 Call for Projects (\$6,813,325). The City will use Prop. C and SAFETEA-LU STPL (\$500,000).

FUND SOURCE	ROW & CONSTRUCTION	%
MTA 09' Call for projects FY 2012 through 2014 (RSTP)	\$6,813,325	63.5%
Prop C	\$3,416,320	31.8%
SAFETEA-LU STPL	\$500,000	4.7%
Total Amount	\$10,729,645	100%

PROJECT MAP:



LOA ATTACHMENT D
REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA Project Manager. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

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

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

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (LOA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the LOA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The LOA is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- **Local Participation:** Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- **Allowable Cost:** To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- **Excessive Cost:** Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- **In-eligible Expenditures:** Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

LACMTA LOA ATTACHMENT D1

QUARTERLY PROGRESS REPORT

Grantee To Complete
LOA#
Quarterly Report #

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO LACMTA PROJECT MANAGER
 Please submit Quarterly Progress Report with 60 days after the close of each quarter
 no later than November 30, February 28, May 31, and August 31.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: _____

LOA#: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2007-2008 2008-2009 2009-2010
 2010-2011 2011-2012 2012-2013

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

(Attach photos of key components & milestones)

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

Freeway RSTI Signal Synchronization
 TDM Bikeway Pedestrian
 Transit TEA

LACMTA Area Team Representative / Project Mgr.	Name:	_____
	Area Team:	_____
	Phone Number:	_____
	e-mail:	_____

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

SECTION 2: Quarterly PROGRESS REPORT

1. Project-to-Date Expenditure

% of Project Budget Expended to Date

% of Project Completion

2. PROJECT COMPLETION

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

On schedule per original LOA schedule

Less than 12 months behind original schedule

Between 12-24 months behind original schedule

More than 24 months behind original schedule

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

Yes

No

Not Applicable

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

Yes

No

Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

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

5. ACTION ITEMS TO RESOLVE DELAY

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

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

Signature

Date

Name

Title

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

TIP ID: **LA0C8080** Implementing Agency: **Manhattan Beach, City of**

Project Description: Route 1: MANHATTAN BEACH: ON ROUTE 1 BETWEEN 33RD STREET & ROSECRANS AV; ADD ONE THROUGH LN TO NORTH BOUND SEPULVEDA BLVD. TO WIDEN EXISTING STRUCTURE FROM 6 TO 7 THROUGH LANES PPNO 2947. Project using \$1,440 of federal funds (80%) and \$360 agency match (20%, Prop. C) in ENG phase.

SCAG RTP Project #: LA0C8080
Is Model: YES Model #: L261
PM: Edward Kao - (310) 802-5358
Email: ekao@citymb.info
LS: N LS GROUP#:
Conformity Category: NON-EXEMPT

System :State Hwy Route :1 Postmile: 23.6 to 23.9 Distance: .3 Phase: Engineering/Plans, Specifications and Estimates (PS&E) Completion Date 12/06/2014

Lane # Extd: 6 Lane # Prop: 7 Imprv Desc: To add a lane

Air Basin: SCAB Envir Doc: NEGATIVE DECLARATION - 08/24/2004

Toll Rate: Toll Calc Loc: Toll Method: Hov acs eg loc:

Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region:

Program Code: CAR63 - HWY/RD IMP-LANE ADD w/ NO HOV LANE(S);NRS

CTIPS ID: 10900001307 EA #: PPNO:

	PHASE	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
CITY - City Funds	PE			\$0						\$0
	RW			\$0						\$0
	CON			\$500						\$500
	SUBTOTAL			\$500						\$500
DEMOSTL - Demonstration - SAFETEA-LU	PE	\$1,440								\$1,440
	RW	\$0								\$0
	CON	\$0								\$0
	SUBTOTAL	\$1,440								\$1,440
Measure R	PE		\$0	\$0						\$0
	RW		\$109	\$0						\$109
	CON		\$4,441	\$4,550						\$8,991
	SUBTOTAL		\$4,550	\$4,550						\$9,100
PC20 - Los Angeles County Proposition "C20"	PE	\$0	\$0	\$0						\$0
PC20 - Los Angeles County Proposition "C20"	PE	\$360								\$360
	RW	\$0	\$0	\$0						\$0
	RW	\$0								\$0
	CON	\$1,208	\$622	\$1,586						\$3,416
	CON	\$0								\$0
	SUBTOTAL	\$1,208	\$622	\$1,586						\$3,416
	SUBTOTAL	\$360								\$360
STPL-R - STP Local Regional	PE	\$0	\$0	\$0						\$0
	RW	\$0	\$0	\$0						\$0
	CON	\$2,102	\$1,082	\$3,629						\$6,813
	SUBTOTAL	\$2,102	\$1,082	\$3,629						\$6,813
	TOTAL	\$3,110	\$5,264	\$10,265						\$18,639
	TOTAL PE: \$1,800			TOTAL RW: \$109						TOTAL CON: \$19,720

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

- **General Comment:** The estimated cost increased due to latest estimates based on information from preliminary design phase. Obtained Measure R fund (\$9,100). Currently negotiating contract with PS & E consultant. Modified project schedules. [FY13-14 "City-City funds" is place holder for future "STPL-STP Local" allocation. Will amend to include STPL when funds available in FY 13-14). \$500 STPL will be part of the Agency match for FY 13-14 MTA Call money (STPL-R). This \$500 STPL requires 11.47% match (\$57,350). Will use TOLL CREDIT for this match.]

- **Mdeing Comment:** Estimated project cost increased. Secured new funding sources. Revised project schedules.

- **TCM Comment:** Estimated project cost increased. Secured new funding sources. Revised project schedules.

- **Narrative:** Project cost increased by \$8,074 and by 59.56%

Change Project Title:

- from "Route 1: MANHATTAN BEACH: ON ROUTE 1 BETWEEN 33RD STREET & ROSECRANS AV; ADD ONE THROUGH LN TO NORTH BOUND SEPULVEDA BLVD. TO WIDEN EXISTING STRUCTURE FROM 6 TO 7 THROUGH LANES PPNO 2947. Project using \$288 of TOLL CREDITS to obligate 100% federal funds "

to "Route 1: MANHATTAN BEACH: ON ROUTE 1 BETWEEN 33RD STREET & ROSECRANS AV"

Change Project Description:

- from "Route 1: MANHATTAN BEACH: ON ROUTE 1 BETWEEN 33RD STREET & ROSECRANS AV; ADD ONE THROUGH LN TO NORTH BOUND SEPULVEDA BLVD. TO WIDEN EXISTING STRUCTURE FROM 6 TO 7 THROUGH LANES PPNO 2947. Project using \$288 of TOLL CREDITS to obligate 100% federal funds in ENG phase."

to "Route 1: MANHATTAN BEACH: ON ROUTE 1 BETWEEN 33RD STREET & ROSECRANS AV; ADD ONE THROUGH LN TO NORTH BOUND SEPULVEDA BLVD. TO WIDEN EXISTING STRUCTURE FROM 6 TO 7 THROUGH LANES PPNO 2947. Project using \$1,440 of federal funds (80%) and \$360 agency match (20%, Prop. C) in ENG phase."

Increase Funding

STPL-R:

- ▶ Add funds in 11/12 in CON for \$2,102
- Decrease funds in 12/13 in CON from \$6,813 to \$1,082
- ▶ Add funds in 13/14 in CON for \$3,629

DEMOSTL:

- Delete funds in 10/11 in ENG for \$1,440
- ▶ Add funds in 11/12 in ENG for \$1,440

AGENCY:

- Delete funds in 09/10 in CON for \$3,916
- Delete funds in 10/11 in ROW for \$109

CITY:

- ▶ Add funds in 13/14 in CON for \$500

PC20:

- ▶ Add funds in 11/12 in ENG for \$360, CON for \$1,208
- Decrease funds in 12/13 in CON from \$1,277 to \$622
- ▶ Add funds in 13/14 in CON for \$1,586

MR:

- ▶ Add funds in 12/13 in ROW for \$109, CON for \$4,441
- ▶ Add funds in 13/14 in CON for \$4,550

Total project cost increased from \$13,555 to \$21,629

Last Revised Adoption 13-00 - Accepted

Change reason: Carry Over, FUND SOURCE CHAN

Total Cost

\$21,629