



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Len Gorecki, Director of Public Works

SUBJECT: Consideration and possible action to adopt Resolution No. 16-XX - A Resolution to approve a Funding Agreement with Los Angeles County Metropolitan Transportation Authority (Metro) for \$7.31 million of Measure R funds for the Bellflower Boulevard Widening Project, between Artesia Boulevard and SR-91; and return the fully executed Funding Agreement to Metro.

DATE: June 13, 2016

EXECUTIVE SUMMARY

Resolution No. 16-XX authorizes the City to enter into a Funding Agreement with Metro for a \$7.31 million Measure R grant for the Bellflower Boulevard Widening Project, between Artesia Boulevard and SR-91. This grant will provide the majority of funds required to successfully complete this project.

RECOMMENDATION TO CITY COUNCIL

- 1) Adopt Resolution No. 16-XX, and return the Funding Agreement to Metro to be fully executed; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

Fully executing this Funding Agreement will provide \$7.31 million in Measure R funds for the Bellflower Boulevard Widening Project.

DISCUSSION

In 2014, the Gateway Cities Council of Governments Technical Advisory Committee (TAC) approved the Public Works Department's request for an \$8.19 million Measure R grant to widen Bellflower Boulevard, from Artesia Boulevard north to Beach Street. Metro, the agency that administers all Measure R funds, then proceeded to draft a grant funding agreement with the City. During this process, Metro concluded that the grant amount was insufficient to complete the project. It recommended that the City return to the TAC to request additional funding or revise the project scope to fit the grant amount.

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June 13, 2016

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In August 2015, the City returned to the TAC with a revised scope and funding request. The scope reduced the project limits on Bellflower Boulevard from Artesia Boulevard to the SR-91 westbound on- and off-ramps, as opposed to Beach Street. Due to the reduced scale of the project, staff requested a lower grant amount of \$7.31 million of Measure R funds. These funds will finance the right-of-way acquisitions, the CEQA process, design, and construction. Staff also communicated the City’s intent to return to the TAC to request additional funding to complete widening activities through Beach Street. The TAC approved the revised request and sent it to the Metro Board, which also approved the request in December 2015.

Metro and City staff have since finalized the grant Funding Agreement, based on the revised request. Metro requires the Mayor’s authorization to execute the agreement. Following signature, the Funding Agreement must be signed by the Metro CEO in order to be fully executed. Upon execution, the City will be able to use grant funds to reimburse project costs. The City will have five years to expend the funds, and the project is expected to be completed in Fall 2018.

ATTACHMENTS

Resolution No. 16-XX..... 3
Metro Measure R Funding Agreement 5

CITY OF BELLFLOWER

RESOLUTION NO. 16-XX

A RESOLUTION TO APPROVE A FUNDING AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) FOR \$7.31 MILLION OF MEASURE R FUNDS FOR THE BELLFLOWER BOULEVARD WIDENING PROJECT, BETWEEN ARTESIA BOULEVARD AND SR-91.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. The City Council finds and declares as follows:

- A. Due to limited funding, additional outside funding is necessary to complete the Bellflower Boulevard Widening project, between Artesia Boulevard and SR-91;
- B. In August 2015, the Public Works Department presented a funding request to the Gateway Cities Council of Governments Technical Advisory Committee (TAC) for a \$7.31 million Measure R grant to complete the Bellflower Boulevard Widening project;
- C. Both the TAC and Metro, which administers Measure R funds, approved the grant request;
- D. A Funding Agreement memorializing the use of Measure R funds must be approved by both parties;
- E. Adopting this Resolution memorializes the City Council's authorization for the Mayor to execute the Funding Agreement, in a form approved by the City Attorney, which will be returned to the Metro Chief Executive Officer for final approval and execution.

SECTION 2. The Mayor is authorized to execute a Funding Agreement with Metro in a form approved by the City Attorney. Further, the Mayor is authorized to execute such ancillary documents that are needed to implement the Funding Agreement and otherwise accept the Measure R funding identified within the Recitals to this Resolution.

SECTION 3. This Resolution does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Resolution's effective date. Any such amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 4. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not

affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 5. To the extent that any other resolution pertaining to the Measure R Funding Agreement with Metro is incorporated into this Resolution, it is superseded in its entirety.

SECTION 6. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Bellflower, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 7. This Resolution will become effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLFLOWER THIS _____ OF _____ 2016.

Dan Koops, Mayor

Attest:

Mayra Ochiqui, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM (General)

This Funding Agreement ("FA") is made and entered into effective as of February 10, 2015 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Bellflower ("GRANTEE") for Bellflower Boulevard Widening Project, between Artesia Boulevard and SR-91, LACMTA Project ID# MR31516 and FTIP# LAOG1195, (the "Project"). This Project is eligible for funding under Line 35 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund Project Approval and Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Project Development, Right-of-Way, and Construction of the Project.

WHEREAS, the LACMTA Board, at its October 23, 2014 Board Meeting, programmed \$8,190,000, and at its December 3, 2015 Board Meeting, revised the total programmed amount to \$7,310,000, in Measure R Funds to GRANTEE for PAED, PS&E, Project Development, Right-of-Way, and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$6,210,000 in Measure R Funds in Fiscal Year (FY) FY 2015-16; and \$1,100,000 in FY 2016-17. The total designated for Environmental, PS&E, Project Development, Right-of-Way, and Construction of the Project is \$7,310,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – Monthly Progress Report
9. Attachment D-2 – Quarterly Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. Attachment G – Special Grant Conditions

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____

Deputy

Date: 5/24/16

GRANTEE: CITY OF BELLFLOWER

By: _____
Dan Koops
Mayor

Date: _____

ATTEST

By: _____
Mayra Ochiqui
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Karl H. Berger
City Attorney

Date: _____

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LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____ Date: 5/24/10
Deputy

GRANTEE: CITY OF BELLFLOWER

By: _____ Date: _____
Dan Koops
Mayor

ATTEST

By: _____ Date: _____
Mayra Ochiqui
City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Karl H. Berger
City Attorney

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LACMTA:

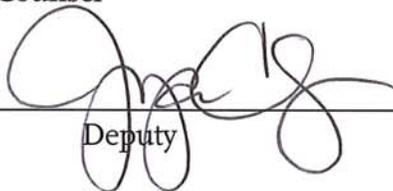
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____

Deputy

Date: 5/24/16

GRANTEE: CITY OF BELLFLOWER

By: _____
Dan Koops
Mayor

Date: _____

ATTEST

By: _____
Mayra Ochiqui
City Clerk

Date: _____

APPROVED AS TO FORM:

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City Attorney

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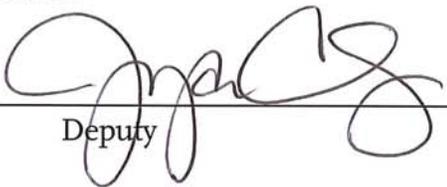
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: 5/24/16

Deputy

GRANTEE: CITY OF BELLFLOWER

By: _____ Date: _____
Dan Koops
Mayor

ATTEST

By: _____ Date: _____
Mayra Ochiqui
City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Karl H. Berger
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Bellflower Blvd Widening Project, between Artesia Blvd and SR-91 – PAED, PS&E, Project Development, Right-of-Way, and Construction. LACMTA Project ID# MR31516, FTIP#LAOG1195.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$7,310,000 (the "Fund") for the Project. LACMTA Board of Directors' action of December 3, 2015 granted the Measure R Funds for the Project. The Funds are programmed over two years for Fiscal Years FY 2015-2016 and FY 2016-2017.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** 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 funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Managing Executive Officer of Construction & Engineering in writing. If the LACMTA's Managing Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Managing Executive Officer of Construction & Engineering. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the Project Reporting & Expenditure Guidelines. GRANTEE shall complete the "Monthly Progress Report" and/or the "Quarterly Expenditure Report". The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, 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 <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE 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 GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive

Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Adrian Alvarez
LACMTA PROJECT MANAGER
MAIL STOP: 99-22-9
PHONE (213) 922-3001
E-MAIL AlvarezA@metro.net

13. GRANTEE's Address:

City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706
Attention: Jerry Stock, City Engineer
PHONE (562)804-1424
E-MAIL: jstock@bellflower.org

14. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I AND to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# 31516 and FA# FA920000000MR31516
Adrian Alvarez, Project Manager, Mail stop 99-22-9

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. GRANTEE staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA shall review and respond in writing to the draft Monthly Progress and Quarterly Expenditure Reports within five (5) business days from receipt. Grantee shall submit the LACMTA pre-approved Monthly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Monthly Progress and Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.3 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is 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, GRANTEE may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2nd) fiscal year** following the year the Funds were first programmed; and
- (iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (v) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
- (vi) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vii) Expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2020. All Funds programmed for FY 2016-17 are subject to lapse by June 30, 2021.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE 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. GRANTEE 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.

12.2 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.

12.3 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.

12.4 GRANTEE 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.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE'S 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.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 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 FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 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 GRANTEE under or in connection with any work performed by and or service

provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, 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) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, 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 FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation 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 FA.

13.6 GRANTEE shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA 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.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a

completed, signed self-certification form. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 GRANTEE will advise LACMTA prior to any key Project staffing changes.

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

13.15 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE 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. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA.920000000MR31516

Project Title: Bellflower Boulevard Widening, from Artesia Blvd. to the SR-91 Project#: MR31516

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2014-15	FY2015-16	FY2016-17	FY 2017-18	FY2018-19	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS			\$ 6,210,000	\$ 1,100,000			\$ 7,310,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ -	\$ 6,210,000	\$ 1,100,000	\$ -	\$ -	\$ 7,310,000	80%
OTHER SOURCES OF FUNDING:								
LOCAL: Bellflower Proposition C Local Return		\$1,506,000					\$ 1,506,000	16%
LOCAL: Bellflower Measure R Local Return	\$ 250,000	\$ 60,000					\$ 310,000	3%
STATE: Bellflower Gas Tax	\$ 39,000						\$ 39,000	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ 289,000	\$ 1,566,000	\$ -	\$ -	\$ -	\$ -	\$ 1,855,000	20%
TOTAL PROJECT FUNDS	\$ 289,000	\$ 1,566,000	\$ 6,210,000	\$ 1,100,000	\$ -	\$ -	\$ 9,165,000	100%

04.01.15

08.27.15

02.01.15

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA.920000000MR31516
 Project Title: Bellflower Blvd. Widening, from Artesia Blvd. to the SR-91 Project#:MR31516
 PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY 2014-15 Qtr 3	FY 2014-15 Qtr 4	FY 2015-16 Qtr 1	FY 2015-16 Qtr 2	FY 2015-16 Qtr 3	FY 2015-16 Qtr 4	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:										
MEASURE R FUNDS:										
PAED							\$35,000			\$35,000
PS&E							\$125,000			\$125,000
RW Support							\$147,000			\$147,000
RW								\$4,920,000		\$4,920,000
Const. Support										\$0
Construction										\$0
Total MEASURE R		\$0	\$0	\$0	\$0	\$0	\$307,000	\$4,920,000	\$0	\$5,227,000
SUM PROG LACMTA FUNDS:		\$0	\$0	\$0	\$0	\$0	\$307,000	\$4,920,000	\$0	\$5,227,000
OTHER NON LACMTA FUNDING:										
LOCAL: Bellflower Proposition C Local Return										
PAED										\$0
PS&E			\$26,000							\$26,000
RW Support										\$0
RW		\$1,480,000								\$1,480,000
Const. Support										\$0
Construction										\$0
Total LOCAL	\$ -	\$1,480,000	\$26,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,506,000
LOCAL: Bellflower Gas Tax										
PAED										\$0
PS&E	\$ 39,000									\$39,000
RW Support										\$0
RW										\$0
Const. Support										\$0
Construction										\$0
Total LOCAL	\$ 39,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,000
LOCAL: Bellflower Measure R										
PAED										\$0
PS&E										\$0
RW Support					\$10,000					\$10,000
RW										\$0
Const. Support										\$0
Construction	\$ 250,000	\$50,000								\$300,000
Total LOCAL	\$250,000	\$50,000	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$310,000
SUM NON-LACMTA FUNDS :	\$250,000	\$1,530,000	\$26,000	\$0	\$10,000	\$0	\$0	\$0	\$0	\$1,855,000
PROJECT FUNDING FY14-15 and FY15-16		\$1,530,000	\$26,000	\$0	\$10,000	\$0	\$307,000	\$4,920,000	\$0	\$7,082,000

SOURCES OF FUNDS		FY 2016-17 Qtr 3	FY 2016-17 Qtr 4	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	FY 2017-18 Qtr 3	FY 2017-18 Qtr 4	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:										
MEASURE R FUNDS:										
PAED										\$0
PS&E										\$0
RW Support										\$0
RW										\$0
Const. Support		\$273,000								\$273,000
Construction		\$1,810,000								\$1,810,000
Total MEASURE R		\$2,083,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,083,000
SUM PROG LACMTA FUNDS:		\$2,083,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,083,000
PROJECT FUNDING FY16-17 and FY17-18		\$2,083,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,083,000

SUMMARY OF ALL FUNDS										
PAED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ 35,000
PS&E	\$ 39,000	\$ -	\$ 26,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ 190,000
RW Support	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 147,000	\$ -	\$ 157,000
Const. Support	\$ -	\$ 273,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 273,000
RW	\$ -	\$ 1,480,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,920,000	\$ -	\$ 6,400,000
Construction	\$ 250,000	\$ 1,860,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,110,000
TOTAL MILESTONES	\$289,000	\$3,613,000	\$26,000	\$0	\$10,000	\$0	\$307,000	\$4,920,000	\$0	\$9,165,000
SUM PROG LACMTA FUNDS		\$2,083,000	\$0	\$0	\$0	\$0	\$307,000	\$4,920,000	\$0	\$7,310,000
SUM NON-LACMTA FUNDS		\$1,530,000	\$26,000	\$0	\$10,000	\$0	\$0	\$0	\$0	\$1,855,000
TOTAL PROJECT FUNDING		\$3,613,000	\$26,000	\$0	\$10,000	\$0	\$307,000	\$4,920,000	\$0	\$9,165,000

ATTACHMENT C SCOPE OF WORK

PROJECT TITLE: Bellflower Boulevard Widening Project, from Artesia Boulevard to the westbound SR-91 on and-off ramps.

PROJECT LOCATION:

The Project is located in the City of Bellflower on Bellflower Boulevard, in close proximity to the SR-91 on and off-ramps.

PROJECT LIMITS:

The Project limits are Artesia Boulevard to the south and the westbound SR-91 on and off-ramps to the north.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The project consists of obtaining the necessary environmental clearance, acquiring Right-Of-Way, completing design, and ultimately widening Bellflower Boulevard within the project limits. The project will improve traffic operations and reduce congestion in the surrounding areas. Specifically, the project will ease traffic delays and improve high crash rates at three congestion hot spots: (1) the eastbound SR-91 off-ramp at Bellflower Blvd. (2) the westbound SR-91 off-ramp at Bellflower Blvd. (3) the Bellflower Blvd. and Artesia Blvd. intersection.

PROJECT BACKGROUND:

Grantee will widen Bellflower Blvd. along the project limits as a means of improving traffic operations to three nearby traffic hot spots. The project location also serves as an entry way into downtown Bellflower, which is undergoing significant economic development and will experience increased traffic flow that will exceed current capacity. Completion of this project will improve mobility in and around downtown Bellflower, enhance traffic safety and public transit, improve movement of goods, and promote economic development.

In September 2014, Grantee used Proposition C Local Return funds to purchase 3,400 sq. ft. of Right-Of-Way on the east side of Bellflower Blvd. Segment 1 of this project will utilize that Right-Of-Way to widen Bellflower Blvd. by elongating the left turn lane that leads onto the westbound SR-91 on-ramp (see page 11).

As the improvements in Segment 1 are matched with Segment 4 and Segment 5, the pavement markings in the SR-91 overpass are impacted. Because State Right-Of-Way is impacted, an encroachment permit for Segments 4 & 5 is needed. In order to meet Caltrans required lane widths the improvements in Segments 4 & 5 involve widening the roadway by 2 feet, and the traffic signal poles adjacent to the westbound on and off-ramps are impacted (see pages 11 and 12). As a result, the traffic signal poles will be upgraded and relocated.

In Segments 2 and 3 Grantee will complete the environmental clearance, LACMTA will conduct appraisals, and Grantee will acquire Right-Of-Way on the west side of Bellflower Blvd., to create a right-turn lane to westbound Artesia Blvd. (see page 9). In order to widen the west side of the street, Grantee will acquire and subsequently demolish the existing buildings on the Right-Of-Way. Grantee shall comply with **Attachment G Special Grant Conditions**, which are the conditions precedent for Grantee to use the grant funds for the acquisition of property required for the Project.

Additional activities in these Segments include re-striping the area to improve traffic flow coming out of Downtown Bellflower and the eastbound and westbound freeway on and off-ramps, upgrade and relocation of street lights and traffic signals located at eastbound SR-91 off-ramp/ Beverly Blvd., eastbound SR-91 on-ramp/Beverly St. and the westbound SR-91 on and off-ramps at Artesia Blvd/Bellflower Blvd.

This Project is compatible with long-term design concepts previously developed, including the SR-91/I-605/I-405 Corridor Study, and has support from Bellflower City Council, local businesses, and public transit users. Grantee intends to hire a Consultant for this project to augment the limited Grantee resources. Because portions of Bellflower Blvd. are on the State Highway System (SHS), the activities funded by the Funding Agreement will be prepared such that the PA/ED, ROW, PS&E and Construction phases conform to Caltrans requirements for work performed on the SHS.

PROJECT BUDGET:

COMPONENT	MEASURE R	GRANTEE CONTRIBUTION
Proj. Approval/Env. Doc.	\$35,000	\$0
PS&E	\$125,000	\$65,000
R/W Support	\$147,000	\$10,000
R/W Capital	\$4,920,000	\$1,480,000
Construction Support	\$273,000	\$0
Construction Capital	\$1,810,000	\$300,000
Total Budget	\$7,310,000	\$1,855,000

SCOPE:

The Project features include, but are not limited to, the following:

Design:

I. Approval and Environmental Document – PA&ED

The Environmental Documents for Segments 1, 4 and 5 were completed in a prior phase which was not funded via this FA. The following language is applicable only to Segments 2-3.

Tasks to be performed include, but are not limited to, the following:

- A.** Define a complete and detailed project description and delineate project study areas so that the technical studies supporting the environmental clearance can begin.
- B.** Conduct the required technical analysis for the project, as applicable.
- C.** Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by Grantee. Prepare the Draft IS and Draft MND for public circulation.

- D. Prepare responses to comments received during public circulation of Draft IS and Draft MND and prepare a Final MND.
- E. Prepare a Mitigation, Monitoring, and Reporting Program (MMRP), if necessary.
- F. Prepare permit applications/notifications for the Project, as applicable.
- G. Grantee to provide copy of the final IS/MND to the LACMTA Project Manager.

II. Preliminary Design (Plans, Specifications, and Estimates – PS&E)

Applicable to Segments 2-3.

Tasks to be performed include, but are not limited to, the following:

- A. Perform field visits of the project area to identify environmental and design issues.
- B. Provide a complete survey of the project area, establishing horizontal and vertical controls for the project. Mapping shall include topographic features within 50 feet of project area.
- C. Identify utilities and coordinate with all utility owners in the project area to facilitate the final design of the Project.
- D. Perform environmental engineering/hazardous waste investigations/mitigation within the limits of the Project.
- E. Identify Right-Of-Way acquisitions, and/or vacations to accommodate the roadway widening.
- F. Identify all drainage/BMP structure improvements. Structural BMPs shall be incorporated into the street design for storm water quality improvements prior to entering natural waterways.
- G. Prepare preliminary engineering drawings to support the environmental clearance.

III. Final Design – Plans, Specifications and Estimates

Applicable to Segments 2-3.

Tasks to be performed include, but are not limited to, the following:

- A. Design the ultimate build out of Bellflower Boulevard, between Artesia Boulevard and westbound SR-91 on and off-ramps.
- B. Plan sets will be established at the 50% complete and 90% final levels, and Grantee will have AutoCAD files of these plan sets.
- C. Construction specifications will be consistent with Grantee's format (SSPWC, AASHTO, "Greenbook" APWA, current edition with updates, and Caltrans standard plans, as appropriate).
- D. Prepare an engineer's construction cost estimate for all the recommended improvements.
- E. Grantee will have the engineer's construction cost estimate available in a spreadsheet format.

IV. Project Management and Schedule Updates, Deliverables, and Meetings

Applicable to Segments 1-5.

Tasks to be performed include, but are not limited to the following:

- A. Grantee-held meetings to accomplish tasks outlined previously shall include and not be limited to: Project Kick-off Meeting and monthly and as-needed progress meetings.
- B. Periodic updates to the project schedule.
- C. The review and comment of technical reports and deliverables, as necessary.

RIGHT-OF-WAY:

Right-of-Way Support

Right-of-Way Support:

The following activities apply to Segments 2-3 only and include, but are not limited, to the following:

- A. Prepare and provide exhibits, plats and legal descriptions for the properties identified for Right-Of-Way acquisition, slope easements, temporary construction easements and/or rights-of-entry for the following assessor parcel numbers: 7161-003-029, 7161-003-030, & 7161-003-031.
- B. Establish project budget which includes, but is not limited to, costs associated with appraisals, relocation, fixtures, equipment, goodwill, and land acquisition. A copy of the Project budget will be submitted to the LACMTA Project Manager.
- C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur, or as needed.
- D. Prepare for appraisal of properties identified for acquisition.
- E. Order preliminary title reports and provide copies to LACMTA Real Estate.
- F. Present conceptual plans to property owners and tenants that are impacted and adjacent to Project.
- G. Prepare and send letters of Intent to Appraise to property owners.
- H. Coordinate with LACMTA as set forth in Attachment G Special Grant Conditions for Real property appraisals.
- I. Prepare appraisals for furniture, fixtures, and equipment (FF&E).
- J. Provide necessary Relocation services pursuant to Uniform Relocation Act.
- K. Provide Goodwill estimates and appraisals as needed.
- L. Provide acquisition services for ROW that is acquired.
- M. Establish just compensation for the real estate in accordance with Attachment G Special Grant Conditions.
- N. Prepare and present written offer letters and appraisal summaries to impacted property owners.
- O. Conduct negotiations: Supplement negotiations by obtaining and reviewing counter offers or demands from property owners, recommendations for settlements.

- P. Conduct Right-Of-Way acquisitions, which will include land acquisition, FF&E, relocation and goodwill, title, and legal document costs to complete the purchase.
- Q. Prepare all acquisition agreements, to include but not limited to, deeds, reconveyance and subordination agreements as necessary and other documents necessary to complete the acquisition.
- R. Maintain an accurate and current record of all pertinent information and contacts concerning the property owners and tenants.
- S. Provide all relocation services pursuant to 49CFR Part 24 which includes, but is not limited to:
 - 1. Advisory services;
 - 2. Meet with each displacee to ascertain the nature and scope of relocation assistance required, to inform the displacees of their rights, and to explain the relocation process;
 - 3. Prepare and distribute informational brochures and other required notices;
 - 4. Conduct appropriate searches for replacement sites and provide referral to displacees;
 - 5. Coordinate moves;
 - 6. Coordinate with Goodwill appraiser and facilitate submittal of claims and appraisal as needed;
 - 7. Determine actual and reasonable expenses; prepare cost estimates to determine reasonable relocation benefits that displacee is eligible to receive;
 - 8. Schedule, coordinate, review and compare bids;
 - 9. Prepare claims, certificates of abandonment;
- T. Prepare for any legal proceedings, as necessary.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction engineering, award a contract for construction and perform the following tasks for Segments 1-5:

- A. Contract with a separate engineering firm to provide construction engineering for the project.
- B. Contract with a contractor for demolition of existing infrastructure on Right-Of-Way acquisitions and for construction.
- C. Conduct a pre-construction meeting; review and approve contractor's schedule.
- D. Review and approve contractor invoices for payment.
- E. Review contractor change orders.
- F. Ensure all materials testing is scheduled and completed as required.
- G. Ensure all appropriate inspections are completed as required.
- H. Meet with affected businesses during construction as necessary.

The contractors shall meet as needed with Grantee to accomplish Project tasks as outlined. Meetings expected between the contractors and Grantee staff shall

include, but not be limited to, pre-construction meeting, progress meetings and preparation of responses to RFIs.

MILESTONES: The implementation schedule for this project will be as follows. This schedule is contingent upon receipt of encroachment permit from Caltrans.

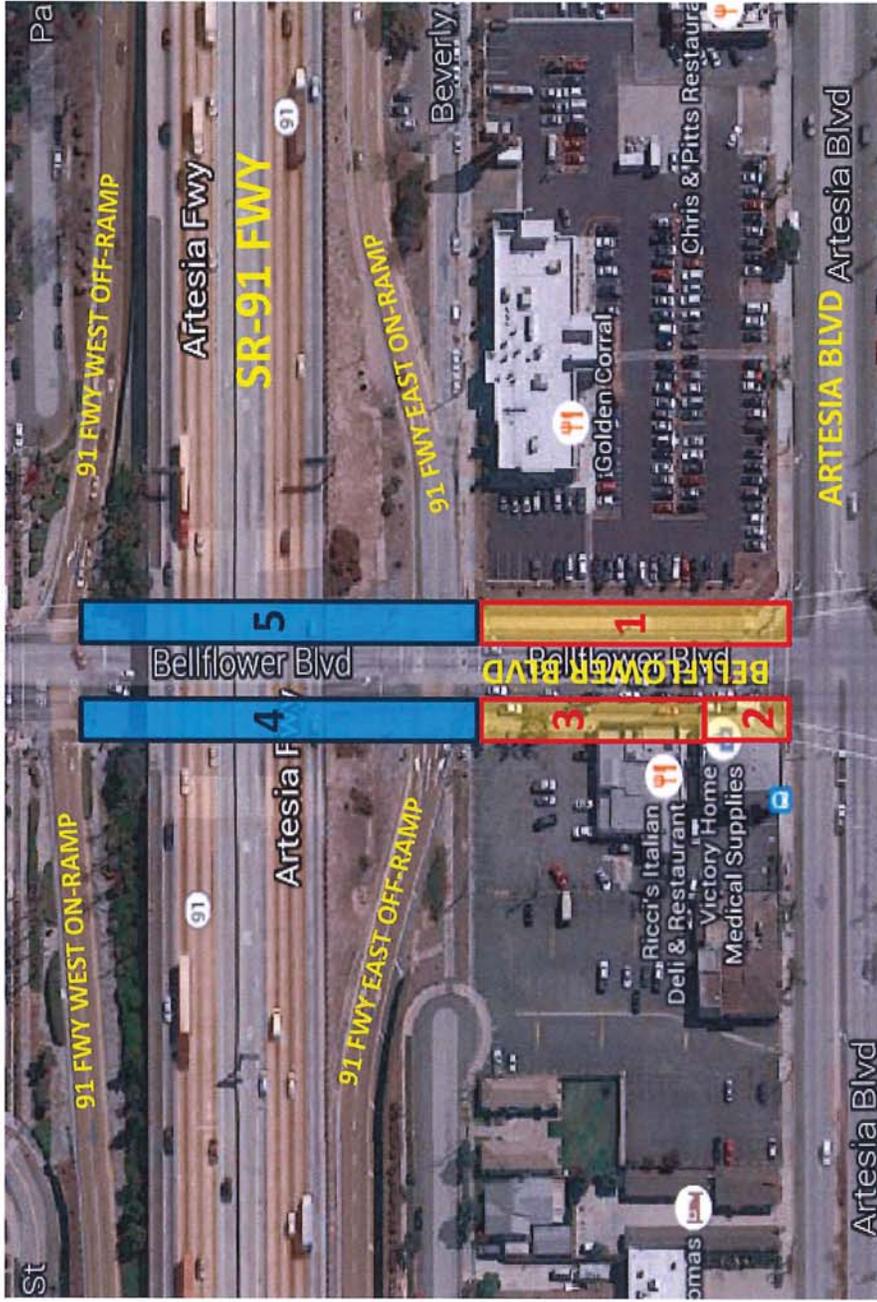
	Segment 1 East Side of Bellflower		Segments 2 & 3 West Side of Bellflower		Segments 4 & 5 Caltrans/Under SR-91	
	Start Date	End Date	Start Date	End Date	Start Date	End Date
Right-of-Way Support	2/2014*	4/2014	11/2015	5/2017	-	-
PA&ED	4/2014*	8/2014	5/2015	12/2016	-	-
Right-of-Way Acquisition	8/2014*	9/2014	10/2015	Summer 2017	-	-
PS&E (30%)	2/2014*	9/2014	1/2016	Summer 2017	4/2015	6/2015
PS&E (90%)	9/2014*	4/2015	4/2016	Fall 2017	9/2015	2/2016
Submit Final PS&E to Grantee	Summer 2017					
City Council Approval	Summer 2017					
Advertise for bids	Summer 2017					
Bid Evaluation	Fall 2017					
Award Contract	Fall 2017					
Notice to Proceed	Winter 2017					

*These milestones were financed through the Grantee's Measure R Local Return, Gas Tax, and Proposition C Local Return funds.

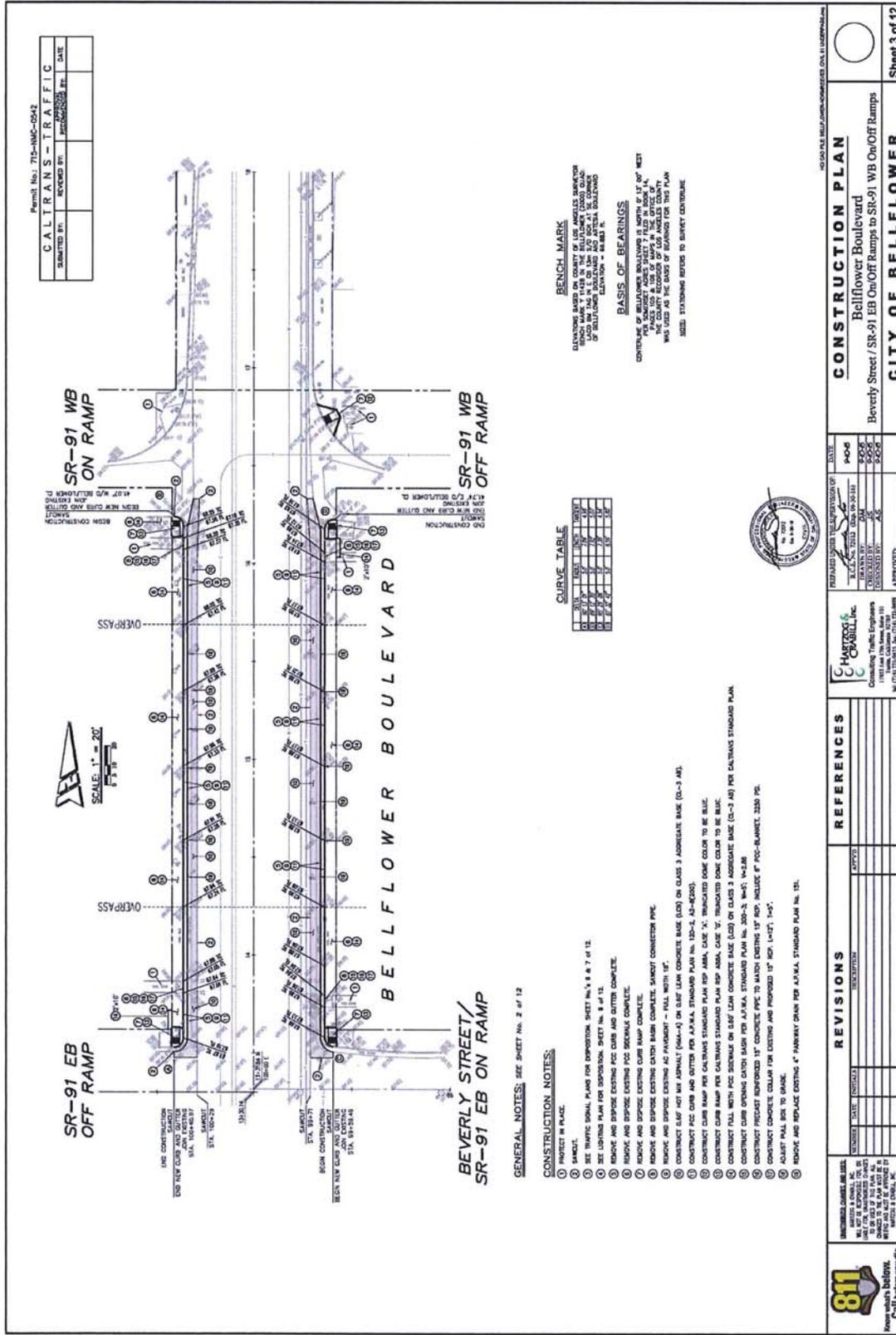
CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows. The schedule is contingent upon receipt of encroachment permit from Caltrans and acquisition of Right-Of-Way.

	Phase 1 Widening the East Side of Bellflower Blvd.	Phases 2 & 3 Widening the West Side of Bellflower Blvd.	Segments 4 & 5 Caltrans/Under SR-91
Construction	Spring 2018		
Project Closeout Activities	Fall 2018		

Location Map
Bellflower Blvd. Widening Project
 South of the SR-91



Segments 1-3 – Widening improvements proposed by Grantee
Segments 4 and 5 – Widening improvements required by Caltrans



Permit No. 715-HMC-0642
C A L I F O R N I A
T R A N S P O R T A T I O N
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: [Date]



BENCH MARK

REMARKS: BENCH MARK IS COUNTY BULLOCK SURVEY CORNER. BENCH MARK IS 1.5' HIGH AND IS 1.5' FROM THE CORNER. ELEVATION = 88.81 FT.

BASIS OF BEARINGS

CONTINUED FROM SHEET 1 OF 12. ALL BEARINGS ARE TRUE BEARINGS. ALL DISTANCES ARE IN FEET AND INCHES. THE COUNTY RECORDS OF LOS ANGELES COUNTY WAS USED AS THE BASIS OF BEARINGS FOR THIS PLAN.

CURVE TABLE

STATION	PC	PT	PI	END
19+25.44	19+25.44	19+25.44	19+25.44	19+25.44
19+25.44	19+25.44	19+25.44	19+25.44	19+25.44
19+25.44	19+25.44	19+25.44	19+25.44	19+25.44

GENERAL NOTES:

- PROTECT IN PLACE.
- SEE TRAFFIC SIGNAL PLAN FOR DEPOSITION. SHEET NO. 5 & 6 & 7 & 12.
- SEE LIGHTING PLAN FOR DEPOSITION. SHEET NO. 8 & 11.
- REMOVE AND DISPOSE EXISTING FOC CURB AND GUTTER COMPLETE.
- REMOVE AND DISPOSE EXISTING FOC SIDEWALK COMPLETE.
- REMOVE AND DISPOSE EXISTING CATCH BASIN COMPLETE. REMOVE CONCRETE PIPE.
- REMOVE AND DISPOSE EXISTING AC PAVEMENT - FULL WIDTH 12'.
- CONTRACT FOC CURB AND GUTTER FOR A.P.M.A. STANDARD PLAN NO. 130-2, AS-4000.
- CONTRACT CURB RAMP FOR CALTRANS STANDARD PLAN RSP AREA, CASE 'A'. INDICATED SOME COLOR TO BE BLUE.
- CONTRACT CURB RAMP FOR CALTRANS STANDARD PLAN RSP AREA, CASE 'B'. INDICATED SOME COLOR TO BE BLUE.
- CONTRACT FULL WIDTH FOC SIDEWALK ON LEFT LANE CONCRETE SLAB (L2) ON CLASS 3 AGGREGATE BASE (L2-3) FOR CALTRANS STANDARD PLAN.
- CONTRACT CURB OPENING CATCH BASIN FOR A.P.M.A. STANDARD PLAN NO. 200-3, 14x12, 14x18.
- CONTRACT PRODUCT IMPROVED 1" CONCRETE PFC TO MATCH EXISTING 1" FOC. INCLUDE 4" FOC-BUMPER, 2000 P/L.
- CONTRACT CONCRETE COLUMN FOR EXISTING AND PROPOSED 12" RSP, 14x21, 14x21.
- INSTALL FULL BOX TO DRAIN.
- REMOVE AND REPLACE EXISTING 4" PARKWAY DRAIN FOR A.P.M.A. STANDARD PLAN NO. 131.

	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION				REFERENCES <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION				CONSTRUCTION PLAN Bellflower Boulevard Beverly Street / SR-91 EB On/Off Ramps to SR-91 WB On/Off Ramps CITY OF BELLFLOWER	Sheet 3 of 12
	NO.	DATE	DESCRIPTION													
NO.	DATE	DESCRIPTION														
HARTZOG & CHAMBERLAIN Consulting Traffic Engineers 11821 Van Allen Drive, Suite 101 Van Nuys, CA 91411 Tel: (818) 708-1111 Fax: (818) 708-1111	REVISIONS TRANSMITTAL OF DATE: 11/11/11 CHECKED BY: [Signature] DESIGNED BY: [Signature] APPROVED: [Signature]	APPROVED: [Signature] DATE: 11/11/11	CITY OF BELLFLOWER 11/11/11	Sheet 3 of 12												

FA ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure 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 at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. 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.
- 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.
- 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 (FA 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/her designee.
- Any expense charged to the grant must be clearly and directly related to the 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 Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- 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*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Monthly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO ACCOUNTSPAYABLE@METRO.NET or submit by mail to:
 Los Angeles County Metropolitan Transportation Authority
 Accounts Payable
 P. O. Box 512296
 Los Angeles, California 90051-0296
 after the close of each month. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

MONTHLY REPORT SUBMITTED FOR: Month: _____ Year: _____

DATE SUBMITTED: _____

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

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT
 SECTION 3 : MONTHLY PROGRESS REPORT
 1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.

Grantees must make every effort to accurately portray milestone dates in the original FA 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 FA S

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
SOLICITATION (BID/PROPOSAL)									
Develop Solicitation Package									
Solicitation Response									
Evaluations									
Selection									
Board Approval									
Contract Award									
Fully Executed Contract									
PLANNING									
Prepare Concept Report									
Prepare Feasibility Study									
Prepare Project Study Report									
Intelligent Transportation									
Feasibility Study									
Concept Exploration									
OTHER: (Please specify)									
Preliminary Design									
Prepare Detailed Design Plans									
Prepare Detailed Construction									
Prepare Project Cost Estimate									
Intelligent Transportation									
Concept of Operations									
System Requirements									
High Level Design									
PA&ED									
Prepare Environmental									
Scoping									
Technical Studies									
Draft Environmental									
Final Environmental									
Community Outreach									
Secure Project Approval									
Intelligent Transportation									
Categorical Exemption									
OTHER: (Please specify)									
PS&E									
35% PS&E									
Preliminary Investigations									
Preliminary Foundation									
Geometric Drawings									
Bridge Type Selection									
ADL Review									
Utilities									
Right-of-Way									
Estimating									
Civic Design									
Structural Design									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Project Review & Comments									
65% PS&E									
Civil Design Plans									
Right-of-Way Engineering									
Structural Design									
Prepare Project Cost									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Project Review & Comments									

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
95% PS&E									
Civil Design Plans									
Structural Design									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Submittals & Reviews									
Submit Final PS&E									
Outside Agency Review									
OTHER: (Please specify)									
ROW									
Certification/Mapping									
Title Report									
Meet with Property Owners									
Appraisal									
Environmental Investigation									
Closing/Acquisition/Relocation									
Physical Possession									
Remediation									
Third Party Coordination									
UTILITY RELOCATION									
Third Party Coordination									
Design Utilities									
Relocate Utilities									
OTHER: (Please specify)									

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
CONSTRUCTION									
Solicitation (Bid/Proposal)									
Develop Solicitation Package									
Solicitation Response									
Evaluations									
Selection									
Board Approval Process									
Contract Award									
Fully Executed Contract									
Excavation									
Clear/Grub									
Survey									
Sample Borings									
Grading									
Compaction									
Drainage									
Environmental									
Hazardous Materials Handling									
Arhaeological									
Air Quality Monitoring									
Concrete									
Form Work									
Rebar Placement									
Imbeds									
Testing									
Finishing									
Traffic Control									
TMP									
Structural									
False Work									
Iron Placement									
Pole Placement									
Utilities									
DWP									
SCE									
LADOT									
Materials									
Long-Lead Equipment									
Staging									
Material Lay Down Area									
Signage									
Electrical									
Power U/G Communications									
A/G Testing/Acceptance									
Landscape									
Clearing									
Planting									
Plant Establishment									
Irrigation									
Testing									
Change Orders									
P.O. Processing Time									
Weather									
Third Party Issues									
Strike Labor Walk Outs									
Force Majeure									
Claims									
Intelligent Transportation System									
Hardware / Software									
Equipment Installations									
Software Development									
Systems Integration									
Device Testing									
Subsystem Verification									
System Verification									
Final Systems Acceptance									
OTHER: (Please specify)									

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

2. PROJECT COMPLETION

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

- Ahead of original FA schedule
- On schedule per original FA schedule
- Between 12-24 months behind original schedule
- Less than 12 months behind original schedule
- More than 24 months behind original schedule

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY

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

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.

Issue(s)	Targeted Resolution/Response Date

6. COST SUMMARY

FA Milestones	Project Budget g	LACMTA Approved Changes h	Current Approved Budget i=g+h	Expenditures to Date j	Estimate At Completion k	Cost Variance l=k-i	Cost Variance	Percent Completed By Dollar Amount
PLANNING								
PA&ED								
PS&E								
ROW Support								
ROW								
CONSTRUCTION Support								
CONSTRUCTION								

7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies	Action	Outcome
Environmental					
Planning					
Design					
ROW					
Construction					
Bid/Award					
Third Party					

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 _____

**LACMTA FA MEASURE R ATTACHMENT D-2
 QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000MR
Quarterly Report #	

**GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
 ACCOUNTSPAYABLE@METRO.NET**

or submit by mail to:
 Los Angeles County Metropolitan Transportation Authority
 Accounts Payable
 P. O. Box 512296
 Los Angeles, California 90051-0296
 after the close of each quarter, but no later than November 30, February 28,
May 31 and August 31. Please note that letters or other forms
 of documentation may **not** be substituted for this form. Refer to the
 Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Measure R Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

- Fiscal Year :**
- | | | |
|------------------------------------|------------------------------------|------------------------------------|
| <input type="checkbox"/> 2014-2015 | <input type="checkbox"/> 2015-2016 | <input type="checkbox"/> 2016-2017 |
| <input type="checkbox"/> 2017-2018 | <input type="checkbox"/> 2018-2019 | <input type="checkbox"/> 2019-2020 |
- Quarter :**
- | | |
|--|--|
| <input type="checkbox"/> Q1: Jul - Sep | <input type="checkbox"/> Q2: Oct - Dec |
| <input type="checkbox"/> Q3: Jan - Mar | <input type="checkbox"/> Q4: Apr - Jun |

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

- | | | |
|----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RSTI | <input type="checkbox"/> Pedestrian | <input type="checkbox"/> Signal Synchronization |
| <input type="checkbox"/> TDM | <input type="checkbox"/> Bicycle | <input type="checkbox"/> Goods Movement |
| <input type="checkbox"/> Transit | | |

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

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

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA 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 FA 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 FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA 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)				

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 FA 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 FA?

- 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.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
TOTAL		

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at www.metro.net/callforprojects.

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

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 E

Federal Transportation Improvement Program (FTIP) Sheet

Los Angeles Metropolitan Transportation Authority 2015 Federal Transportation Improvement Program (\$000)

TIP ID: LA0G1195		Implementing Agency: Bellflower, City of	
Project Description: Bellflower Boulevard Widening Project - Bellflower Boulevard at the 91 Freeway from Beach Street to Artesia Boulevard			
		SCAG RTP Project #: Study/NA Is Model: Model #: PM: Jerry Stock - (562) 804-1424 Email: jstock@bellflower.org LS: N LS GROUP#: Conformity Category:	
System: Local Hwy	Route:	Postmile:	Distance:
Phase: Engineering/Plans, Specifications and Estimates (PS&E)			
Completion Date: 07/30/2018			
Lane # Extd: 4	Lane # Prop: 4	Imprv Desc: Increase Left Turn Lane Capacity	
Toll Rate:		Toll Calc Loc:	Toll Method:
		How acs eg loc:	
Program Code: NCR91 - UPGRADED FACILITY (NO LN ADD)		Stop Loc:	
		PHASE	PRIOR
		14/15	15/16
		16/17	17/18
		18/19	19/20
		BEYOND	PROG TOTAL
		PE	
		RW	
		CON	
		SUBTOTAL	
Measure R		PE	\$86
		RW	\$6,470
		CON	\$1,634
		SUBTOTAL	\$8,190
		TOTAL	\$8,190
		TOTAL PE: \$86	TOTAL RW: \$6,470
		TOTAL CON: \$1,634	
<p>- General Comment: Funding also provides for Construction and PS&E, Environmental, PA&ED, Construction Engineering, ROW, and ROW Support. Acquiring right of way to widen Bellflower Boulevard at the 91 Freeway to increase the queuing capacity of the left turn pockets for the EB and WB on-ramps. Currently in right of way acquisition. There will be three (3) environmental documents of which the first is expected to be completed by 7/31/2015</p> <p>- Modeling Comment:</p> <p>- TCM Comment:</p> <p>- Narrative: New Project</p> <p>MEA_R:</p> <p>▶ Add funds in 14/15 in ENG for \$10, ROW for \$87</p> <p>▶ Add funds in 15/16 in ENG for \$10, ROW for \$4,588, CON for \$1,005</p> <p>▶ Add funds in 16/17 in ENG for \$58, ROW for \$87, CON for \$629</p> <p>▶ Add funds in 17/18 in ENG for \$10, ROW for \$1,770</p> <p>Total project cost \$8,190</p>			
Last Revised Amendment 15-08 - Submitted		Change reason: NEW PROJECT	Total Cost \$8,190

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

ATTACHMENT G SPECIAL GRANT CONDITIONS

The following are the special grant conditions applicable to the Acquisition of Property Required for Segments 2 & 3 of the Project.

1. Right of Way – Appraisal of Part Takes Required for Project.
 - A. LACMTA shall perform the following tasks in obtaining appraisals for the acquisitions of real estate parcels needed for the Project:
 - i. LACMTA will contract with an appraiser to appraise the fair market value of the fee simple interest in the Larger Parcel and the Part Take. Additionally, the appraiser shall make a determination as to the impact, if any, of the proposed taking on the remainder parcel. This information is to be provided to LACMTA in a ***Self-Contained Appraisal Report*** which complies with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions and Part 24.103 – Uniform Relocation Assistance and Real Property Acquisition For Federal and Federally – Assisted Programs. LACMTA will provide the appraiser with the Scope of Work and minimum requirements for this assignment.
 - ii. Grantee understands LACMTA needs a completion time of 60-75 ***calendar days*** after authorization to begin work (**Notice of Award**) has been issued to the appraiser. Grantee shall plan accordingly when creating a schedule for the Project.
 - iii. LACMTA will require appraisers to use the definition of market value extracted from Part 3, Title 7, Chapter 9 of the Code of Civil Procedure, entitled: EMINENT DOMAIN LAW including, but not limited to:
 - Article 4, Measure of Compensation for Property Taken: 1263.320 -- Fair Market Value;
 - Article 5, Compensation for Injury to Remainder: 1263.410 – Mandatory Compensation; Amount taken or from the other compensation required by this chapter;

- Article 5, 1263.420 – Damage to Remainder; Severance; Construction and Use of Project; and
 - Article 5, 1263.430 – Benefit to Remainder; Construction and Use of Project.
- B. Grantee shall perform the following so the LACMTA will be in a position to initiate the appraisal process described above.
- i. Provide plats and legals for the part takes required for the Project to LACMTA Real Estate Services so it may proceed with the appraisal of the property interests. These are required within 21 days of the execution of this Funding Agreement;
 - ii. Provide preliminary title reports to LACMTA or have LACMTA order such reports from Project funds within 14 days of this Agreement;
2. Grantee must initiate the acquisition process for each parcel no later than 15 days after LACMTA delivers the approved appraisal to Grantee.
3. Grantee may use grant funds for the acquisition of real estate in an amount that does not exceed 20% above the LACMTA appraised value. In the event a parcel's acquisition cost exceeds 20% above the LACMTA appraised value, the difference between the acquisition price and the amount equal to 20% above the LACMTA appraised value will not be reimbursed with grant funds.

For illustrative purposes only, assume LACMTA's appraised value for a parcel is \$100,000. If Grantee pays \$175,000 for the parcel, then only \$120,000 is eligible to be reimbursed with grant funds and Grantee must find other funds to pay the remaining \$55,000.