FTIP #: LA9918819 Project#: MR312.38 Subregion ID: Interstate 405, I-110, I-105 and SR-91 Amendment No. 3 Ramp and Interchange Improvements (South Bay) FA# 9200000000MR31238

# AMENDMENT No. 3 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to the Funding Agreement (this "Amendment"), is dated as of July 5, 2023 by and between the City of Redondo Beach ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

#### **RECITALS:**

- A. WHEREAS, the Grantee and LACMTA entered into that certain Funding Agreement No.920000000MR31238 dated February 15, 2020, which was amended on October 15, 2020 and August 15, 2022 (as amended, the "Existing FA"), which Existing FA provides for the Project Approval & Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), and Construction of the Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project (the "Project"); and
- B. WHEREAS, LACMTA Board on January 26, 2023 delegated administrative authority to staff to extend funding lapse dates to meet PAED, PS&E, ROW and, Construction time frames; and
- C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of the FY 2019-20 and FY 2020-21 funds to June 30, 2024; and
- D. WHEREAS, Grantee and LACMTA desire to amend the Existing FA as provided herein.

1

Measure R Funding Agreement Amendment Highways – General FTIP #: LA9918819 Project#: MR312.38 Subregion ID: Interstate 405, I-110, I-105 and SR-91 Amendment No. 3 Ramp and Interchange Improvements (South Bay) FA# 920000000MR31238

#### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2019-20 are subject to lapse by June 30, 2024. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2024. All Funds programmed for FY 2021-22 are subject to lapse to June 30, 2024."
- 2. Attachment B1-2 of the Existing FA is hereby replaced by Attachment B1-3, attached.
- 3. Attachment C-2 of the Existing FA is hereby replaced by Attachment C-3, attached.
- 4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

Rev: 10.26.2022

FTIP #: LA9918819

Subregion ID: Interstate 405, I-110, I-105 and SR-91 Ramp and Interchange Improvements (South Bay)

Project#: MR312.38 Amendment No. 3 FA# 9200000000MR31238

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:	
LOS ANGELES COUNTY METROPOLITAN TR	ANSPORTATION AUTHORITY
By: Stephanie N. Wiggins Chief Executive Officer	Date: 10 30 303
APPROVED AS TO FORM:	
DAWYN R. HARRISON County Counsel	
By: Elina Eggina Deputy	Date: <u>9/6/23</u>
GRANTEE:	
CITY OF REDONDO BEACH	
By: William C. Brand William C. Brand City Mayor	10/24/2023   12:53 AM PDT Date:
APPROVED AS TO FORM:	
By:Michael W. Webb City Attorney	10/19/2023   3:04 PM PDT Date:
ATTEST:	
DocuSigned by:	
By:	10/24/2023   10:12 AM PDT Date:

# ATTACHMENT B1-3 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 920000000MR31238 A-3
Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvments Project#: MR312.38

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:					
MEASURE R FUNDS:					
PAED	\$50,000				\$50,000
PS&E	\$100,000	\$150,000			\$250,000
RW Support					\$0
Const. Support		\$75,000	\$75,000	\$50,000	\$200,000
RW					\$0
Construction		\$600,000	\$800,000	\$500,000	\$1,900,000
Total MEASURE R	\$150,000	\$825,000	\$875,000	\$550,000	\$2,400,000
PROP C 25%					
PAED					\$0
PS&E					\$0
RW Support					\$0
Const. Support					\$0
RW					\$0
Construction Total PROP C 25%	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:				* * *	\$0
SUM PROG LACMTA FUNDS:	\$150,000	\$825,000	\$875,000	\$550,000	\$2,400,000
OTHER NON LACMTA FUNDING:					
LOCAL:					<b>#</b> 0
PAED	£100.000				\$100,000
PS&E RW Support	\$100,000				\$100,000
Const. Support					\$0 \$0
RW					\$0 \$0
Construction					\$0
Total LOCAL	\$100,000	\$0	\$0	\$0	\$100,000
SUM NON-LACMTA FUNDS :	\$100,000	\$0	\$0	\$0	\$100,000
PROJECT FUNDING					
FY23-24	\$250,000	\$825,000	\$875,000	\$550,000	\$2,500,000
SUMMARY OF ALL FUNDS					
PAED	\$50,000	<b>\$</b> 0	\$0	\$0	\$50,000
PS&E	\$200,000	\$150,000	\$0	\$0	\$350,000
RW Support	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$75,000	\$75,000	\$50,000	\$200,000
RW	\$0	\$0	\$75,000	\$0,000	\$200,000
Construction		\$600,000		\$500,000	\$1,900,000
TOTAL MILESTONES	\$0 \$250,000	\$825,000	\$800,000 \$875,000	\$550,000	
TOTAL MILESTONES	\$430,000	\$043,UUU	\$6/3,000	\$330,000	\$2,500,000
SUM PROG LACMTA FUNDS	\$150,000	\$825,000	\$875,000	\$550,000	\$2,400,000
SUM NON-LACMTA FUNDS	\$100,000	\$0	\$0	\$0	\$100,000
TOTAL PROJECT FUNDING	\$250,000	\$825,000	\$875,000	\$550,000	\$2,500,000

Project#: MR312.38 Amendment No.3 FA# 920000000MR31238

#### ATTACHMENT C-3 SCOPE OF WORK

PROJECT TITLE: Pacific Coast Highway (PCH) at Anita St Intersection Improvements

# PROIECT LOCATION:

The project is located in the City of Redondo Beach in the County of Los Angeles.

# PROJECT LIMITS:

This project limits are along Anita Street from the intersection of Pacific Coast Highway to Prospect Avenue.

# NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

This is an intersection improvement project which will reduce congestion and improve traffic flow on Pacific Coast Highway (PCH). An eligible Highway Operational Improvement, the project will extend turn lanes on Anita Street to PCH, a major north-south State Highway that runs parallel to Interstate 405.

#### PROJECT BACKGROUND:

Anita Street, comprised of 4 lanes (2 east bound and 2 west bound lanes), serves as a key distributor to PCH. The intersection of Anita Street and PCH was identified in the Pacific Coast Highway Arterial Improvement Study (2018) as operating at a deficient level of service. Inadequate turn lane storage on Anita Street contributes to long delays and interrupts the flow of through lane traffic. Based on the recommendation of the traffic analysis and study, the City of Redondo Beach proposed this Anita Street at Pacific Coast Highway Intersection Improvement project. This project will improve the flow of traffic through this intersection.

# PROJECT BUDGET:

Rev: 05.03.19

Component	Measure R	Local Funds			
PAED	\$50,0000				
PS&E	\$ 250,000	\$100,000			
R/W Support					
R/W Capital					
Construction Support	\$200,000				
Construction Capital	\$1,900,000				
	<b>Total Budget:</b> \$ 2,500,000				

1

FA Measure R Hwys Gen Attachment C-3 Scope of

#### Project#: MR312.38 Amendment No.3 FA# 920000000MR31238

#### SCOPE:

The intersection of westbound (WB) Anita Street onto PCH consists of 2 dedicated left-turn lanes, 1 through lane, and 1 dedicated right-turn lane. The project will add additional queuing space on westbound (WB) Anita Street for left and right turn movements onto northbound (NB) PCH.

Project improvements are as follows:

- 1) Extend the WB dual left-turn lane on Anita Street from the existing 175 feet to approximately 310 feet
- Extend the WB dedicated right-turn lane on Anita Street to approximately 510 feet

These improvements will require removal of the existing raised median and require on-street parking restriction or removal. The project also includes traffic signal modification and channelization. The intersection traffic signal and pedestrian phasing should be re-designed and improved using the latest state of the art traffic detection and signal technology.

Following the traffic study, if a median must be provided, a narrow median could be an option. No additional right-of-way is required per the ongoing preliminary design study. Based on the final design, additional re-construction of the median island may be necessary. A dual westbound right turn lane is also being looked into as an alternative. The length of the dual right turn lane, in that case would be smaller than the single right turn lane.

A preliminary design, environmental study, generation of plans, specifications and estimates, Caltrans permit process, utility relocation, competitive bid & award, construction, construction management, project management and final close out of the project are included among the scope of work.

#### DESIGN:

I. Preliminary Design - Proposed "Pacific Coast Highway and Anita Street Intersection Improvement Report" as Final Work Product

Tasks to be performed by City hired Consultant include, but are not limited to, the following:

- **A.** Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the channelization, widening and ultimate build-out of the Pacific Coast Highway and Anita Street intersection.
- **C.** Layout plans prepared and selected by the initial study are to be incorporated into the final design.
- **D.** Obtain 24 hour and other necessary traffic and pedestrian counts to analyze and compare existing level of service to future level of service of the intersection.
- **E.** Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.

Rev: 05.03.19 2 FA Measure R Hwys Gen Attachment C-3 Scope of

Project#: MR312.38 Amendment No.3 FA# 920000000MR31238

- **F.** Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- **G.** Conduct geotechnical investigations of the project area along the Anita Street, between the Pacific Coast Highway and N. Prospect Ave.
- **H.** Identify right-of-way acquisitions, and/or vacations, if applicable, to provide for the optimal alignment of the lanes, which shall incorporate roadway widening (if any), development build outs and preservation of existing improvements and scenic character of the area.
- I. Identify street pavement structural sections for project lanes and intersection
- Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- **K.** Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy as part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations, if any, shall be clearly identified.
- L. Prepare and submit an Engineer's construction cost Estimates and Specifications for all recommended improvements identified in the Report.

#### II. **Environmental Analysis**

Unless the project is eligible for a Categorical Exemption, the following Environmental process would be required: Tasks to be performed by the City or its designated Consultant (if applicable) include, but are not limited to, the following:

- **A.** Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- **B.** Conduct the required technical analysis for the project.
- **C.** Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- **D.** Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- **F.** Prepare an MMRP.
- **G.** Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

#### III. Final Design – Plans, Specifications and Estimates

Tasks to be performed by the City's Design Consultant include, but are not limited to, the following:

Rev: 05.03.19 3 FA Measure R Hwys Gen Attachment C-3 Scope of

Project#: MR312.38 Amendment No.3 FA# 920000000MR31238

- **A.** Design the ultimate build out of the intersection of Pacific Coast Highway and Anita Street, and ultimate left and right turn lanes channelization strategy for Anita Street, based on the City reviewed "Pacific Coast Highway and Anita Street Intersection Improvement Report".
- **B.** Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping
- C. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- **D.** Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property and business owners along Anita Street and around the intersection of the Pacific Coast Highway and Anita Street, particularly with issues of right-of-way acquisition, parking and traffic detour during construction.
- **E.** Prepare Construction Specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- **G.** Prepare an Engineer's Construction Cost Estimate based on the itemized quantity take-off from the construction plans and contract documents.
- H. Submittal of the Engineer's Construction Cost Estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

#### IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed by the City hired Consultant include, but are not limited to, the following:

- **A.** Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Pacific Coast Highway and Anita Street **Intersection Improvement** Report", progress meetings and preparation for the Community Information Workshop at 90% design completion.
- **B.** Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Rev: 05.03.19 FA Measure R Hwys Gen Attachment C-3 Scope of

Project#: MR312.38 Amendment No.3 FA# 920000000MR31238

#### CONSTRUCTION:

The Lead Agency, City in this case, expects to provide construction oversight, procure a consultant for construction management, award a low and competitive bid contract for construction and to perform the following tasks:

- **A.** Conduct a "Ground Breaking" ceremony for the project.
- **B.** Unless City decides to do inhouse, City should contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction, hired through a competitive bid and award process.
- **D.** Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and the Lead Agency shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs. At the end of the Construction Phase, the Design Consultant shall prepare the As-built plans for the project.

Rev: 05.03.19 5 FA Measure R Hwys Gen Attachment C-3 Scope of

FTIP #: LA9918819 Project#: MR312.38 Subregion ID: Interstate I-405, I-110, I-105, and SR-91  $\,$ Amendment No.3 Ramp and Interchange Improvements (South Bay) FA# 920000000MR31238

**MILESTONES:** The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	Nov 1, 2019	Mar 31, 2020
Develop Solicitation Package	·	·
Solicitation Response		
Evaluations		
Selection		
Board Approval		
Contract Award		
Fully Executed Contract		
PLANNING	July 1, 2019	Aug 31, 2019
Prepare Concept Report	, , , ,	3 - ,
Prepare Feasibility Study		
Prepare Project Study Report		
Intelligent Transportation System (ITS)		
Feasibility Study		
Concept Exploration		
PRELIMINARY DESIGN	Sept 1, 2019	Oct 31, 2019
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Concept of Operations		
System Requirements		
High Level Design		
PA&ED	Nov 1, 2019	Dec 31, 2019
Prepare Environmental Document		
Document Type:		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
PS&E	November 1, 2021	Dog 24, 2022
	November 1, 2021	Dec 31, 2022
35% PS&E	November 1, 2021	January 31, 2022
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit		
Strategy ADI Povious		
ADL Review		
Utilities  Pight of Woy		
Right-of-Way		
Estimating Civils Pasiers		_
Civic Design		
Structural Design Intelligent Transportation System (ITS)		
Intelligent Transportation System (U.S)		

Rev: 05.03.19 6 FA Measure R Hwys Gen Attachment C-3 Scope of

$1.111  \pi. \text{ LA}) 1001)$
Subregion ID: Interstate I-405, I-110, I-105, and SR-91
Ramp and Interchange Improvements (South Bay)

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		
65% PS&E	February 1, 2022	March 31, 2023
Civil Design Plans	1 Cordary 1, 2022	Widi 611 51, 2025
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		
95% PS&E	April 1, 2023	June 30, 2023
Civil Design Plans	April 1, 2020	00110 30, 2023
Structural Design		
Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Submittals & Reviews		
Submit Final PS&E	September 30, 2023	September 30, 2023
Outside Agency Review	July 1, 2023	Dec 31, 2023
Caldida Agarray Naviow	Gary 1, 2020	200 01, 2020
RIGHT OF WAY SUPPORT		
Certification/Mapping		
Appraisal		
RIGHT OF WAY ACQUISITION (Optional)		
Certification/Mapping		
Title Report		
Meet with Property Owners		
Appraisal		
Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		
	START DATE	COMPLETION DATE

FA Measure R Hwys Gen Attachment C-3 Scope of Work 7 Rev: 05.03.19

Project#: MR312.38 Amendment No.3 FA# 9200000000MR31238

Utility Relocation	July 1, 2023	September 30, 2023
Third Party Coordination		
Design Utilities		
Relocate Utilities		

# **CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows:

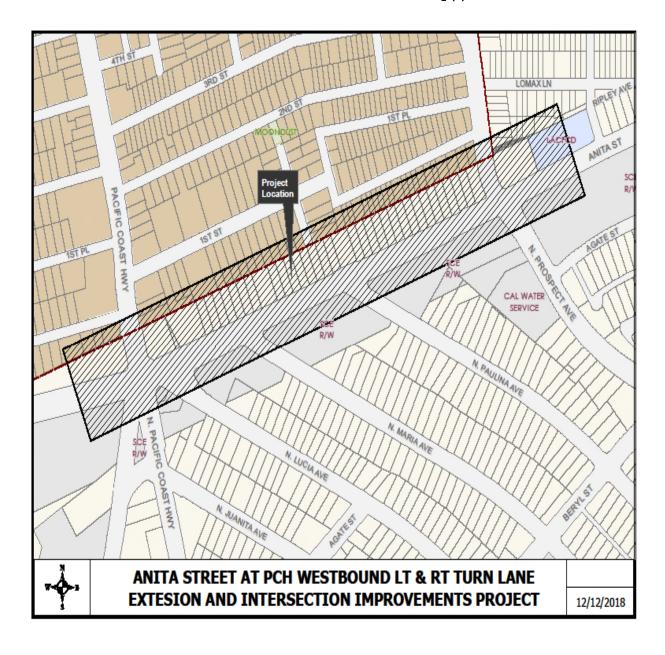
	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)	November 1, 2023	November 30, 2023
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval Process		
Contract Award		
Fully Executed Contract		January 31, 2024
Excavation	February 15, 2024	February 28, 2024
Clear/Grub	_	-
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
Environmental	February 15, 2024	March 31, 2024
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
Concrete		
Form Work		
Rebar Placement		
Pole Placement		
Traffic Control	February 15, 2024	June 15, 2024
TMP		
Structural		
False Work		
Iron Placement		
Pole Placement		
Utilities	April 10, 2024	April 30, 2024
DWP		
SCE		
LADOT		
Materials	May 1, 2024	May 31, 2024
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
Electrical	June 1, 2024	June 15, 2024
Power U/G Communication		

Rev: 05.03.19

FTIP #: LA9918819 Project#: MR312.38 Subregion ID: Interstate I-405, I-110, I-105, and SR-91 Amendment No.3 Ramp and Interchange Improvements (South Bay) FA# 9200000000MR31238

A/G Testing/Acceptance		
	START DATE	COMPLETION DATE
Landscape		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
Change Orders/ Project Close Out	June 1, 2024	June 30, 2024
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

# ATTACHMENT C-3 - Location Map(s)



Project#: MR312.38 Amendment No. 2 FA# 9200000000MR31238

# AMENDMENT No. 2 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to the Funding Agreement (this "Amendment"), is dated as of August 15, 2022 by and between the City of Redondo Beach ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

#### **RECITALS:**

- A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR 31238 dated February 15, 2020, which was amended on October 15, 2020, (as amended, the "Existing FA"), which Existing FA provides for the Project Approval & Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), and Construction of the Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project (the "Project"); and
- B. WHEREAS, the LACMTA Board in October 25, 2018 delegated administrative authority to staff to extend funding lapse dates to meet PAED, PS&E, ROW and Construction time frames; and
- C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of the FY 2019-20 funds to June 30, 2023; and
  - D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

Rev: 04.29.2022

Project#: MR312.38 Amendment No. 2 FA# 9200000000MR31238

#### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2019-20 are subject to lapse by June 30, 2023. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2024."
- 2. Attachment B1-1 of the Existing FA is hereby replaced by Attachment B1-2, attached.
- 3. Attachment C-1 of the Existing FA is hereby replaced by Attachment C-2, attached.
- 4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

Rev: 04.29.2022

Project#: MR312.38 Amendment No. 2 FA# 920000000MR31238

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:	
LOS ANGELES COUNTY METROPOLITAN TRAN	ISPORTATION AUTHORITY
By:  Stephanie N. Wiggins Chief Executive Officer	Date: 215 2023
APPROVED AS TO FORM:	
DAWYN R. HARRISON Interim County Counsel	
By:Deputy	Date: 12/29/2022
GRANTEE:	
CITY OF REDONDO BEACH	
By:	2/9/2023   4:17 PM PST Date:
For William C. Brand City Mayor Nils H. Nehrenheim,	
Mayor Pro Tempore APPROVED AS TO FORM:	
Michael W. Webb	2/9/2023   3:15 PM PST
By: Michael W. Webb City Attorney	Date:
ATTEST:	
Cleanor Manyano	2/9/2023   5:46 PM PS
By:Eleanor Manzano City Clerk	Date:

#### ATTACHMENT B1-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 920000000MR31238 A-2
Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvements
PROGRAMMED SOURCES OF FUNDS
Project#: Project#: MR312.38

SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED	\$50,000								\$50,000
PS&E		\$150,000	\$100,000						\$250,000
RW Support									\$0
Const. Support				\$25,000	\$50,000	\$75,000	\$50,000		\$200,000
RW				*****	****	<b>A</b> W000000	****		\$0
Construction	#50.000	£150.000	<b>\$100.000</b>	\$100,000	\$500,000	\$700,000	\$600,000	**	\$1,900,000
Total MEASURE R SUM PROG LACMTA FUNDS:	\$50,000	\$150,000	\$100,000	\$125,000	\$550,000	\$775,000	\$650,000	\$0	\$2,400,000
SUM PROG LACMTA FUNDS:	\$50,000	\$150,000	\$100,000	\$125,000	\$550,000	\$775,000	\$650,000	\$0	\$2,400,000
OTHER NON LACMTA FUNDING:									
LOCAL:									
PAED									\$0
PS&E	\$100,000								\$100,000
RW Support									\$0
Const. Support									\$0
RW									\$0 \$0
Construction Total LOCAL	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	r en	\$100,000
				•				\$0	
SUM NON-LACMTA FUNDS :	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
PROJECT FUNDING FY22-23 and FY23-24	\$150,000	\$150,000	\$100,000	\$125,000	\$550,000	\$775,000	\$650,000	\$0	\$2,500,000
SUMMARY OF ALL FUNDS									
PAED	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
PS&E	\$100,000	\$150,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$350,000
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$0	\$25,000	\$50,000	\$75,000	\$50,000	\$0	\$200,000
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$100,000	\$500,000	\$700,000	\$600,000	\$0	\$1,900,000
TOTAL MILESTONES	\$150,000	\$150,000	\$100,000	\$125,000	\$550,000	\$775,000	\$650,000	\$0	\$2,500,000
SUM PROG LACMTA FUNDS	\$50,000	\$150,000	\$100,000	\$125,000	\$550,000	\$775,000	\$650,000	\$0	\$2,400,000
SUM NON-LACMTA FUNDS	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
TOTAL PROJECT FUNDING	\$150,000	\$150,000	\$100,000	\$125,000	\$550,000	\$775,000	\$650,000	\$0	\$2,500,000

Project#: MR312.38 Amendment No.2 FA# 9200000000MR31238

# ATTACHMENT C-2 SCOPE OF WORK

PROJECT TITLE: Pacific Coast Highway (PCH) at Anita St Intersection Improvements

# PROJECT LOCATION:

The project is located in the City of Redondo Beach in the County of Los Angeles.

# PROJECT LIMITS:

This project limits are along Anita Street from the intersection of Pacific Coast Highway to Prospect Avenue.

# NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

This is an intersection improvement project which will reduce congestion and improve traffic flow on Pacific Coast Highway (PCH). An eligible Highway Operational Improvement, the project will extend turn lanes on Anita Street to PCH, a major north-south State Highway that runs parallel to Interstate 405.

#### PROJECT BACKGROUND:

Anita Street, comprised of 4 lanes (2 east bound and 2 west bound lanes), serves as a key distributor to PCH. The intersection of Anita Street and PCH was identified in the Pacific Coast Highway Arterial Improvement Study (2018) as operating at a deficient level of service. Inadequate turn lane storage on Anita Street contributes to long delays and interrupts the flow of through lane traffic. Based on the recommendation of the traffic analysis and study, the City of Redondo Beach proposed this Anita Street at Pacific Coast Highway Intersection Improvement project. This project will improve the flow of traffic through this intersection.

# PROJECT BUDGET:

Rev: 05.03.19

Component	Measure R	Local Funds		
PAED	\$50,0000			
PS&E	\$ 250,000	\$100,000		
R/W Support	\$0			
R/W Capital	\$0			
Construction Support	\$200,000			
Construction Capital	\$1,900,000			
<b>Total Budget:</b> \$ 2,500,000				

FA Measure R Hwys Gen Attachment C Scope of Work

Project#: MR312.38 Amendment No.2 FA# 920000000MR31238

#### SCOPE:

The intersection of westbound (WB) Anita Street onto PCH consists of 2 dedicated left-turn lanes, 1 through lane, and 1 dedicated right-turn lane. The project will add additional queuing space on westbound (WB) Anita Street for left and right turn movements onto northbound (NB) PCH.

Project improvements are as follows:

- 1) Extend the WB dual left-turn lane on Anita Street from the existing 175 feet to approximately 310 feet
- 2) Extend the WB dedicated right-turn lane on Anita Street to approximately 510 feet

These improvements will require removal of the existing raised median and require on-street parking restriction or removal. The project also includes traffic signal modification and channelization. The intersection traffic signal and pedestrian phasing should be re-designed and improved using the latest state of the art traffic detection and signal technology.

Following the traffic study, if a median must be provided, a narrow median could be an option. No additional right-of-way is required per the ongoing preliminary design study. Based on the final design, additional re-construction of the median island may be necessary. A dual westbound right turn lane is also being looked into as an alternative. The length of the dual right turn lane, in that case would be smaller than the single right turn lane.

A preliminary design, environmental study, generation of plans, specifications and estimates, Caltrans permit process, utility relocation, competitive bid & award, construction, construction management, project management and final close out of the project are included among the scope of work.

#### DESIGN:

I. Preliminary Design - Proposed "Pacific Coast Highway and Anita Street Intersection Improvement Report" as Final Work Product

Tasks to be performed by City hired Consultant include, but are not limited to, the following:

- **A.** Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the channelization, widening and ultimate build-out of the Pacific Coast Highway and Anita Street intersection.
- **C.** Layout plans prepared and selected by the initial study are to be incorporated into the final design.
- **D.** Obtain 24 hour and other necessary traffic and pedestrian counts to analyze and compare existing level of service to future level of service of the intersection.
- **E.** Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.

Rev: 05.03.19 FA Measure R Hwys Gen Attachment C Scope of 2

Project#: MR312.38 Amendment No.2 FA# 920000000MR31238

- **F.** Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- **G.** Conduct geotechnical investigations of the project area along the Anita Street, between the Pacific Coast Highway and N. Prospect Ave.
- **H.** Identify right-of-way acquisitions, and/or vacations, if applicable, to provide for the optimal alignment of the lanes, which shall incorporate roadway widening (if any), development build outs and preservation of existing improvements and scenic character of the area.
- **I.** Identify street pavement structural sections for project lanes and intersection area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- **K.** Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy as part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations, if any, shall be clearly identified.
- **L.** Prepare and submit an Engineer's construction cost Estimates and Specifications for all recommended improvements identified in the Report.

# II. Environmental Analysis

Unless the project is eligible for a Categorical Exemption, the following Environmental process would be required: Tasks to be performed by the City or its designated Consultant (if applicable) include, but are not limited to, the following:

- **A.** Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- **B.** Conduct the required technical analysis for the project.
- **C.** Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- **D.** Prepare the Draft IS and Draft MND for public circulation.

3

- **E.** Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- **F.** Prepare an MMRP.

Rev: 05.03.19

**G.** Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

#### III. Final Design – Plans, Specifications and Estimates

Tasks to be performed by the City's Design Consultant include, but are not limited to, the following:

**A.** Design the ultimate build out of the intersection of Pacific Coast Highway and Anita Street, and ultimate left and right turn lanes channelization strategy for

FA Measure R Hwys Gen Attachment C Scope of

Project#: MR312.38 Amendment No.2 FA# 920000000MR31238

# Anita Street, based on the City reviewed "Pacific Coast Highway and Anita Street Intersection Improvement Report".

- **B.** Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
- C. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- **D.** Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property and business owners along Anita Street and around the intersection of the Pacific Coast Highway and Anita Street, particularly with issues of right-of-way acquisition, parking and traffic detour during construction.
- **E.** Prepare Construction Specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
- **F.** Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- **G.** Prepare an Engineer's Construction Cost Estimate based on the itemized quantity take-off from the construction plans and contract documents.
- H. Submittal of the Engineer's Construction Cost Estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

#### IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed by the City hired Consultant include, but are not limited to, the following:

- **A.** Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Pacific Coast Highway and Anita Street **Intersection Improvement** Report", progress meetings and preparation for the Community Information Workshop at 90% design completion.
- **B.** Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

#### CONSTRUCTION:

The Lead Agency, City in this case, expects to provide construction oversight, procure a consultant for construction management, award a low and competitive bid contract for construction and to perform the following tasks:

**A.** Conduct a "Ground Breaking" ceremony for the project.

Rev: 05.03.19 FA Measure R Hwys Gen Attachment C Scope of FTIP #: LA9918819 Project#: MR312.38 Subregion ID: Interstate I-405, I-110, I-105, and SR-91 Amendment No.2 Ramp and Interchange Improvements (South Bay) FA# 9200000000MR31238

**B.** Unless City decides to do inhouse, City should contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.

- **C.** Contract with a Contractor for construction, hired through a competitive bid and award process.
- **D.** Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and the Lead Agency shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs. At the end of the Construction Phase, the Design Consultant shall prepare the As-built plans for the project.

Rev: 05.03.19

FTIP #: LA9918819 Project#: MR312.38 Subregion ID: Interstate I-405, I-110, I-105, and SR-91 Amendment No.2 Ramp and Interchange Improvements (South Bay) FA# 9200000000MR31238

**MILESTONES:** The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	Nov 1, 2019	Mar 31, 2020
Develop Solicitation Package	1101 1, 2010	11101 01, 2020
Solicitation Response		
Evaluations		
Selection		
Board Approval		
Contract Award		
Fully Executed Contract		
PLANNING	July 1, 2019	Aug 31, 2019
Prepare Concept Report	001y 1, 2010	7 tag 01, 2010
Prepare Feasibility Study		
Prepare Project Study Report		
Intelligent Transportation System (ITS)		
Feasibility Study		
Concept Exploration		
Concept Exploration		
PRELIMINARY DESIGN	Sept 1, 2019	Oct 31, 2019
Prepare Detailed Design Plans		, ====
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Concept of Operations		
System Requirements		
High Level Design		
1 light 2010 i 200 gil		
PA&ED	Nov 1, 2019	Dec 31, 2019
Prepare Environmental Document		
Document Type:		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
	NI I COO	
PS&E	November 1, 2021	Dec 31, 2022
35% PS&E	November 1, 2021	January 31, 2022
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Otilities		
Right-of-Way		
Right-of-Way		
Right-of-Way Estimating		
Right-of-Way		

6 FA Measure R Hwys Gen Attachment C Scope of Work

Rev: 05.03.19

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		
65% PS&E	Fabruary 4, 2022	Luna 20, 2022
	February 1, 2022	June 30, 2022
Civil Design Plans		
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		
95% PS&E	July 1, 2022	Oct 31, 2022
Civil Design Plans		
Structural Design		
Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Submittals & Reviews		
Submit Final PS&E	Nov 30, 2022	Nov 30, 2022
Outside Agency Review	July 1, 2022	Dec 31, 2022
RIGHT OF WAY SUPPORT		
Certification/Mapping		
Appraisal		
RIGHT OF WAY ACQUISITION (Optional)		
Certification/Mapping		
Title Report		
Meet with Property Owners		
Appraisal		
Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		
romodiation		
Utility Relocation	April 1, 2023	June 30, 2023
Third Party Coordination	7.pm 1, 2020	53.10 50, 2020
Design Utilities		
Doolgh Othitios		

FA Measure R Hwys Gen Attachment C Scope of 7 Rev: 05.03.19

Project#: MR312.38 Amendment No.2 FA# 920000000MR31238

Relocate Utilities	

# CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows:

	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)	Jan 1, 2023	April 30, 2023
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval Process		
Contract Award		
Fully Executed Contract		April 30, 2023
Excavation	June 15, 2023	June 30, 2023
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
Environmental	June 15, 2023	Aug 31, 2023
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
Concrete		
Form Work		
Rebar Placement		
Pole Placement		
Traffic Control	June 10, 2023	March 31, 2024
TMP		
Structural		
False Work		
Iron Placement		
Pole Placement		
	START DATE	COMPLETION DATE
Utilities	June 10, 2023	Sept 30, 2023
DWP		
SCE		
LADOT		
Materials	July 1, 2023	December 31, 2023
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
Electrical	January 1, 2024	January 31, 2024
Power U/G Communication		
A/G Testing/Acceptance		
	START DATE	COMPLETION DATE
Landscape		

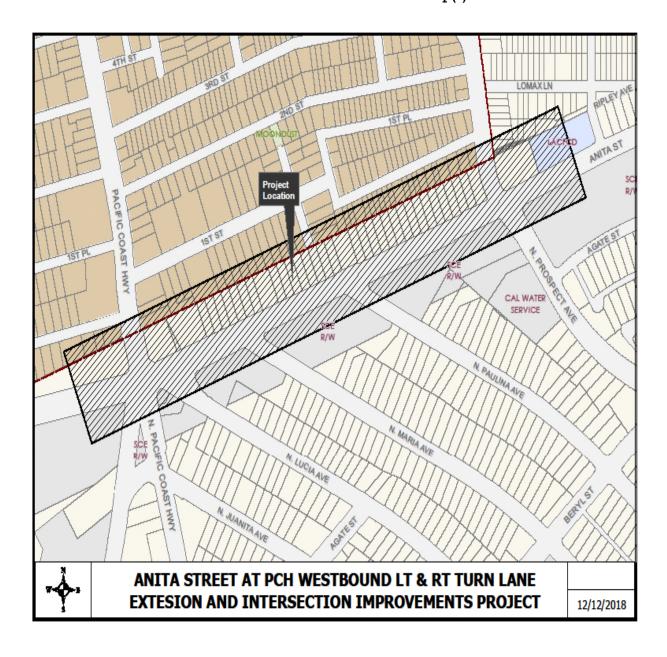
Rev: 05.03.19 8 FA Measure R Hwys Gen Attachment C Scope of

Project#: MR312.38 Amendment No.2 FA# 9200000000MR31238

Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
Change Orders/ Project Close Out	February 1, 2024	March 15, 2024
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

Rev: 05.03.19

# ATTACHMENT C-2 - Location Map(s)



Rev: 05.03.19

Project#: MR312.38 Amendment No. 1 FA# 9200000000MR31238

# AMENDMENT No.1 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF REDONDO BEACH AND

#### THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of October 15, 2020 by and between the City of Redondo Beach ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

#### RECITALS:

- A. WHEREAS, the Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR31238, dated February 15, 2020 (the "Existing FA"), which Existing FA provides for the Project Approval& Environmental Document (PAED) and Plans, Specifications and Estimates (PS&E) of the Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project (the "Project"); and
- B. WHEREAS, at its June 25, 2020 meeting, the LACMTA Board of Directors approved an additional \$2,100,000 for a total Project budget of \$2,400,000; and
- C. WHEREAS, the total designated amount for Project Approval & Environmental Document (PAED) and Plans, Specifications and Estimates (PS&E), and Construction of the Project is \$2,400,000; and
- D. WHEREAS, the Grantee and LACMTA desire to amend the Existing FA as provided herein.

Project#: MR312.38 Amendment No. 1 FA# 9200000000MR31238

#### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "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 \$2,400,000 (the "Funds") for the Project. LACMTA Board of Directors actions on June 27, 2019 and June 25, 2020 granted the Measure R Funds for the Project. The Funds are currently programmed in three Fiscal Years: \$300,000 in FY 2019-20; \$500,000 in FY 2020-21; and \$1,600,000 in FY 2021-22."
- 2. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) within **three years or 36 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 2019-20 are subject to lapse by June 30, 2022. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2023. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024."
- 3. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.
- 4. Attachment B1 of the Existing FA is hereby replaced by Attachment B1-1, attached.
- 5. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.
- 6. Attachment E of the Existing FA is hereby replaced by Attachment E-1, attached.
- 7. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

Project#: MR312.38 Amendment No. 1 FA# 9200000000MR31238

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY Phillip A. Washington Chief Executive Officer APPROVED AS TO FORM: RODRIGO CASTRO-SILVA Acting County Counsel Date: 12/3/2020 GRANTEE: CITY OF REDONDO BEACH M.P.T For City Mayor APPROVED AS TO FORM: City Attorney

Eleanor Manzano

City Clerk

ATTACHMENT A-1 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR31238 A-1

Project#: MR312.38 Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvements

# PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2019-20	FY2020-21	FY2021-22	FY2022-23	FY2023-24	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS		\$ 300,000	\$ 500,000	\$ 1,600,000			\$ 2,400,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	- \$ 1	\$ 300,000 \$	\$ 500,000	\$ 1,600,000	- \$		\$ 2,400,000	%96
OTHER SOURCES OF FUNDING:								
LOCAL:		\$ 100,000					\$ 100,000	46/
STATE:							s	%0
FEDERAL:							\$	%0
PRIVATE OR OTHER:							\$	%0
OTHER FUNDING SURFOTAL S	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	\$ 100,000	3	\$	5	5	3 100 000	40/
TOTAL PROJECT ETADS	3	\$ 400,000		500 000 \$ 1 600 000	v	v	2 500 000	100%
TOTAL PROJECT FOINT	0 0	-1			9	9		

#### ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 920000000MR31238 A-1
Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvements
PROGRAMMED SOURCES OF FUNDS

Project# Project#: MR312.38

SOURCES OF FUNDS	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED							\$50,000		\$50,000
PS&E								\$50,000	\$50,000
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$100,000
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$100,000
OTHER NON LACMTA FUNDING:									
LOCAL:									
PAED									\$0
PS&E	\$100,000								\$100,000
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction	*****		40			-	40		\$0
Total LOCAL SUM NON-LACMTA FUNDS :	\$100,000 \$100,000	\$0 \$0	\$100,000 \$100,000						
	\$100,000	\$0	30	φU	\$0	90	20	30	\$100,000
PROJECT' FUNDING FY19-20 and FY20-21	\$100,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$200,000
SOURCES OF FUNDS	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY2022-23 Qtr 1	FY2022-23 Qtr 2	FY2022-23 Qtr 3	FY2022-23 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E	\$100,000	\$100,000							\$200,000
RW Support									\$0
Const. Support			\$50,000	\$75,000	\$75,000				\$200,000
RW									\$0
Construction			\$500,000	\$700,000	\$600,000	\$100,000			\$1,900,000
Total MEASURE R	\$100,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$0	\$0	\$2,300,000
SUM PROG LACMTA FUNDS:	\$100,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$0	\$0	\$2,300,000
SUM NON-LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY21-22 and FY22-23	\$100,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$0	\$0	\$2,300,000
SUMMARY OF ALL FUNDS									
PAED	Sin-	50	\$0	\$0.	\$6	\$0	\$50,000	\$0	\$50,000
PS&E	\$200,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$350,000
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$50,000	\$75,000	\$75,000	\$0	\$0	\$0	\$200,000
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$500,000	\$700,000	\$600,000	\$100,000	\$0	\$0	\$1,900,000
TOTAL MILESTONES	\$200,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$50,000	\$50,000	\$2,500,000
SUM PROG LACMTA FUNDS	\$100,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$50,000	\$50,000	\$2,400,000
SUM NON-LACMTA FUNDS	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
TOTAL PROJECT FUNDING	\$200,000	\$100,000	\$550,000	\$775,000	\$675,000	\$100,000	\$50,000	\$50,000	\$2,500,000

Project#: MR312.38 Amendment No.1 FA# 9200000000MR31238

#### ATTACHMENT C-1 SCOPE OF WORK

PROJECT TITLE: Pacific Coast Highway (PCH) at Anita St Intersection Improvements

PROJECT LOCATION:

The project is located in the City of Redondo Beach in the County of Los Angeles.

PROJECT LIMITS:

This project limits are along Anita Street from the intersection of Pacific Coast Highway to Prospect Avenue.

# NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

This is an intersection improvement project which will reduce congestion and improve traffic flow on Pacific Coast Highway (PCH). An eligible Highway Operational Improvement, the project will extend turn lanes on Anita Street to PCH, a major north-south State Highway that runs parallel to Interstate 405.

PROJECT BACKGROUND:

Anita Street, comprised of 4 lanes (2 east bound and 2 west bound lanes), serves as a key distributor to PCH. The intersection of Anita Street and PCH was identified in the Pacific Coast Highway Arterial Improvement Study (2018) as operating at a deficient level of service. Inadequate turn lane storage on Anita Street contributes to long delays and interrupts the flow of through lane traffic. Based on the recommendation of the traffic analysis and study, the City of Redondo Beach proposed this Anita Street at Pacific Coast Highway Intersection Improvement project. This project will improve the flow of traffic through this intersection.

#### PROJECT BUDGET:

Component	Measure R	Local Funds
PAED	\$50,0000	
PS&E	\$ 250,000	\$100,000
R/W Support		
R/W Capital		
Construction Support	\$200,000	
Construction Capital	\$1,900,000	
	Total Budget: \$ 2,500,000	0

Project#: MR312.38 Amendment No.1 FA# 9200000000MR31238

#### SCOPE:

The intersection of westbound (WB) Anita Street onto PCH consists of 2 dedicated left-turn lanes, 1 through lane, and 1 dedicated right-turn lane. The project will add additional queuing space on westbound (WB) Anita Street for left and right turn movements onto northbound (NB) PCH.

Project improvements are as follows:

- Extend the WB dual left-turn lane on Anita Street from the existing 175 feet to approximately 310 feet
- 2) Extend the WB dedicated right-turn lane on Anita Street to approximately 510 feet

These improvements will require removal of the existing raised median and require on-street parking restriction or removal. The project also includes traffic signal modification and channelization. The intersection traffic signal and pedestrian phasing should be re-designed and improved using the latest state of the art traffic detection and signal technology.

Following the traffic study, if a median must be provided, a narrow median could be an option. No additional right-of-way is required per the ongoing preliminary design study. Based on the final design, additional re-construction of the median island may be necessary. A dual westbound right turn lane is also being looked into as an alternative. The length of the dual right turn lane, in that case would be smaller than the single right turn lane.

A preliminary design, environmental study, generation of plans, specifications and estimates, Caltrans permit process, utility relocation, competitive bid & award, construction, construction management, project management and final close out of the project are included among the scope of work.

#### DESIGN:

I. Preliminary Design – Proposed "Pacific Coast Highway and Anita Street Intersection Improvement Report" as Final Work Product

Tasks to be performed by City hired Consultant include, but are not limited to, the following:

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the channelization, widening and ultimate build-out of the Pacific Coast Highway and Anita Street intersection.
- C. Layout plans prepared and selected by the initial study are to be incorporated into the final design.
- D. Obtain 24 hour and other necessary traffic and pedestrian counts to analyze and compare existing level of service to future level of service of the intersection.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.

FA Measure R Hwys Gen Attachment C Scope of

Rev: 05.03.19

Project#: MR312.38 Amendment No.1 FA# 9200000000MR31238

- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- G. Conduct geotechnical investigations of the project area along the Anita Street, between the Pacific Coast Highway and N. Prospect Ave.
- H. Identify right-of-way acquisitions, and/or vacations, if applicable, to provide for the optimal alignment of the lanes, which shall incorporate roadway widening (if any), development build outs and preservation of existing improvements and scenic character of the area.
- Identify street pavement structural sections for project lanes and intersection area.
- J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy as part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations, if any, shall be clearly identified.
- L. Prepare and submit an Engineer's construction cost Estimates and Specifications for all recommended improvements identified in the Report.

# II. Environmental Analysis

Unless the project is eligible for a Categorical Exemption, the following Environmental process would be required: Tasks to be performed by the City or its designated Consultant (if applicable) include, but are not limited to, the following:

- A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- G. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

#### III. Final Design – Plans, Specifications and Estimates

Tasks to be performed by the City's Design Consultant include, but are not limited to, the following:

FA Measure R Hwys Gen Attachment C Scope of Work

Project#: MR312.38 Amendment No.1 FA# 9200000000MR31238

- A. Design the ultimate build out of the intersection of Pacific Coast Highway and Anita Street, and ultimate left and right turn lanes channelization strategy for Anita Street, based on the City reviewed "Pacific Coast Highway and Anita Street Intersection Improvement Report".
- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
- C. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property and business owners along Anita Street and around the intersection of the Pacific Coast Highway and Anita Street, particularly with issues of right-of-way acquisition, parking and traffic detour during construction.
- E. Prepare Construction Specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an Engineer's Construction Cost Estimate based on the itemized quantity take-off from the construction plans and contract documents.
- H. Submittal of the Engineer's Construction Cost Estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.
- IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed by the City hired Consultant include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Pacific Coast Highway and Anita Street Intersection Improvement Report", progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Project#: MR312.38 Amendment No.1 FA# 9200000000MR31238

## CONSTRUCTION:

The Lead Agency, City in this case, expects to provide construction oversight, procure a consultant for construction management, award a low and competitive bid contract for construction and to perform the following tasks:

- A. Conduct a "Ground Breaking" ceremony for the project.
- B. Unless City decides to do inhouse, City should contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Contractor for construction, hired through a competitive bid and award process.
- D. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Lead Agency to accomplish Project tasks as outlined. Meetings expected between the Consultant and the Lead Agency shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs. At the end of the Construction Phase, the Design Consultant shall prepare the As-built plans for the project.

FA Measure R Hwys Gen Attachment C Scope of Work MILESTONES: The implementation schedule for this project will be as follows.

START DATE Nov 1, 2019	Mar 31, 2020
	10101 01, 2020
July 1, 2019	Aug 31, 2019
Sent 1 2010	Oct 31, 2019
OGPL 1, 2019	00001,2010
Nov 1, 2019	Dec 31, 2019
V21	
November 1, 2020	Dec 31, 2021
November 1, 2020	January 31, 2021
•	_
	-
	November 1, 2020

Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		12
Software Specifications		
Project Review & Comments		
65% PS&E	February 1, 2021	June 30, 2021
Civil Design Plans	rebluary 1, 2021	Julie 30, 2021
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		0 104 0004
95% PS&E	July 1, 2021	Oct 31, 2021
Civil Design Plans		
Structural Design		
Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Submittals & Reviews		
Submit Final PS&E	Nov 30, 2021	Nov 30, 2021
Outside Agency Review	July 1, 2021	Dec 31, 2021
RIGHT OF WAY SUPPORT	<b>以诗艺术</b> 的《《美艺》的"	
Certification/Mapping		
Appraisal		
RIGHT OF WAY ACQUISITION (Optional)		
Certification/Mapping		
Title Report		
Meet with Property Owners		
Appraisal		
Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		
Tomodiation		
Utility Relocation	April 1, 2022	June 30, 2022
July Moloculon	7 (prin 1, 2022	

Third Party Coordination	
Design Utilities	
Relocate Utilities	

## **CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows:

	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)	Jan 1, 2022	April 30, 2022
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval Process		
Contract Award		
Fully Executed Contract		April 30, 2022
Excavation	May 15, 2022	May 31, 2022
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
Environmental	May 1, 2022	June 30, 2022
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
Concrete		
Form Work		
Rebar Placement		
Pole Placement		
Traffic Control	May 1, 2022	November 31, 2022
TMP		
Structural		
False Work		
Iron Placement		
Pole Placement		
1 did i laddinidik		
	START DATE	COMPLETION DATE
Utilities	May 1, 2022	Aug 31, 2022
DWP		
SCE		
LADOT		
Materials	July 1, 2022	October 31, 2022
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
Electrical	September 1, 2022	November 30, 2022
Power U/G Communication		
A/G Testing/Acceptance		

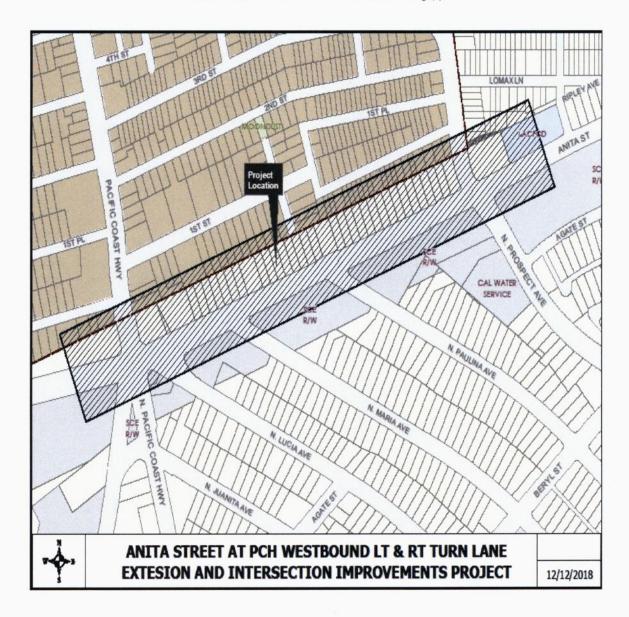
FTIP #: LA9918819

Subregion ID: Interstate I-405, I-110, I-105, and SR-91 Ramp and Interchange Improvements (South Bay) Project#: MR312.38 Amendment No.1 FA# 9200000000MR31238

	START DATE	COMPLETION DATE
Landscape		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
Change Orders/ Project Close Out	December 1, 2022	December 31, 2022
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

FA Measure R Hwys Gen Attachment C Scope of Work

## ATTACHMENT C-1 - Location Map(s)



## **ATTACHMENT E-1**

## Los Angeles Metropolitan Transportation Authority

2021 Federal Transportation Improvement Program (\$000)

TIPID LA9918819	LA9918819 Implementing Agency Redondo Beach, City of									
Project Description: Pacific Coast Highway (PCH) at Highway (PCH) Westbound Left Turn and Right Turn					acific Coast		Study:1	N/A Is Mod	ct #: 10M070 del: Model #: ker - (310)31	
								LS GRO mity Categ	UP#: ory: EXEMP	Γ - 93.127
System : Local Hwy Route : Postmile:	Distance:	Phase: E	invironment	al Docum	nent/Pre-Des	ign Phase (P	AED)	Comp	letion Date 12	2/31/2023
Lane # Extd: Lane # Prop: Imprv Desc:				,	Air Basin: SC	AB Envir	Doc: CATEGO	RICALLY	EXEMPT - 12	/19/2019
Toll Rate: Toll Colc Loc: To	oil Method: Hov acc	s eg loc:			Jza: Los Ang Beach-Santa		Sub-Area:	Sub- COG	Region: Sout	h Bay Cities
Program Code: NCRH1 - INTERSECTION IMPRO	OVEMENTS/CHANNELIZ	ATION Stop	o Loc:		CTIPS ID:		EA#:		PPNO:	
	PHASE	PRIOR	20/21	21/22	22/23	23/24	24/25	25/26	BEYOND	PROG TOTAL
CITY - City Funds	PE	\$100								\$100
	RW	\$0								\$0
	CON	\$0								\$0
	SUBTOTAL	\$100								\$100
MR20H - Measure R 20% Highway	PE	\$300	\$0	\$0	)					\$300
	RW	\$0	\$0	\$0	)					\$0
	CON	\$0	\$500	\$1,600	)					\$2,100
AND CONTRACTOR OF THE PROPERTY	SUBTOTAL	\$300	\$500	\$1,600	)					\$2,400
	TOTAL	\$400	\$500	\$1,600	)	TO STREET		Note: the		\$2,500
A SECURE OF THE PROPERTY OF TH	TOTAL PE:	\$400	TOTAL	RW: \$0		TOTAL CO	N: \$2,100	TOTAL	PROGRAMA	MED: \$2,500

- General Comment: Metro Board approved additional Measure R funds (see attached Board Report) for the Construction of this project. Design and Construction Schedule has been updated accordingly.

   Modeling Comment:

   TCM Comment:

- Amendment Comment:
   CMP Comment:
- Narrative:

\$2,500 Last Revised Amendment 21-01 - Accepted Change reason: New Project **Total Project Cost** 

Project#: MR312.38 FA# 920000000MR31238

## MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM (General)

This Funding Agreement ("FA") is made and entered into effective as of February 15, 2020 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Redondo Beach ("GRANTEE") for Pacific Coast Highway (PCH) at Anita St. Intersection Improvements, LACMTA Project ID# MR312.38 and FTIP# LA9918819, (the "Project"). This Project is eligible for funding under Line 33, Interstate 405, I-110, I-105 and SR-91 Ramp and Interchange Improvements (South Bay), 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 & Environmental Document (PA&ED) and Plans, Specifications and Estimates (PS&E) of the Project.

WHEREAS, the LACMTA Board, at its June 27, 2019 meeting, programmed \$300,000 in Measure R Funds to GRANTEE for PA&ED and PS&E, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$300,000 in Measure R Funds in Fiscal Year (FY) FY 2019-20. The total designated for PA&ED and PS&E of the Project is \$300,000.

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. <u>Attachment B-1</u> Expenditure Plan- Cost & Cash Flow Budget
- 6. Attachment C Scope of Work
- 7. Attachment D Project Reporting and Expenditure Guidelines
- 8. <u>Attachment D-1</u> Monthly Progress Report
- 9. Attachment D-2 Quarterly Expenditure Report
- 10. <u>Attachment E</u> Federal Transportation Improvement Program (FTIP) Sheet
- 11. <u>Attachment F</u> Bond Requirements
- 12. Any other attachments or documents referenced in the above documents

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.



Project#: MR312.38 FA# 9200000000MR31238

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

## LACMTA:

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By:  Phillip A. Washington Chief Executive Officer		Date: 5/1/2020
APPROVED AS TO FORM:		
MARY C. WICKHAM County Counsel By:		Date: 2/21/2020
GRANTEE:		
CITY OF REDONDO BEACH		
By: William C. Brand City Mayor	_ Date:	4/6/2020
APPROVED AS TO FORM:  By:  Michael W. Webb City Attorney	_ Date:	4/8/10
By: Eleanor Manzano City Clerk	_Date:	4/8/2020

## PART I SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Pacific Coast Highway (PCH) at Anita St. Intersection Improvements – Project Approval & Environmental Document (PA&ED) and Plans, Specifications and Estimates (PS&E). LACMTA Project ID# MR312.38 FTIP# LA9918819.

## 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 \$300,000 (the "Fund") for the Project. LACMTA Board of Directors' action of June 27, 2019 granted the Measure R Funds for the Project. The Funds are programmed over (1) year for Fiscal Year (FY) FY 2019-20.
- 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 <a href="Attachment A">Attachment A</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.

- Attachment C is the Scope of Work ("the Scope of Work"). The GRANTEE shall 6. 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 <u>Attachments</u> D-1 and D-2 in accordance with <u>Attachment D</u> 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 <a href="http://program.metro.net">http://program.metro.net</a>. 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: Isidro Panuco
LACMTA PROJECT MANAGER
MAIL STOP: 99-18-2
(213) 418-3208
Panucol@metro.net

## 13. GRANTEE's Address:

City of Redondo Beach Engineering Services Division 415 Diamond Street Redondo Beach, CA 90277 Attention: Didar Khandker (310) 318-0661 x2456 Didar.Khandker@Redondo.Org

LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the 14. 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.

## <u>PART II</u> 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.

## 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.

## 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.

<u>Submit invoice with supporting documentation to:</u> <u>ACCOUNTSPAYABLE@METRO.NET (preferable)</u>

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# MR312.38 and FA# 9200000000MR31238

Isidro Panuco; Mail Stop 99-18-2

## 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 <u>Attachment C</u> 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 <u>Attachment C</u>.
- 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 (<u>Attachment C</u>) 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.

## 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.

### REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS 6.

- GRANTEE shall submit the draft of Monthly Progress Report 6.1 (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 preapproved 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.
- LACMTA, and/or its designee, shall have the right to conduct audits of 6.2 the Project as deemed appropriate, such as financial and compliance audits, interim audits, preaward 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



FTIP #: LA9918819 Subregion ID: Interstate 405, I-110, I-105 and SR-91

Ramp and Interchange Improvements (South Bay)

Project#: MR312.38 FA# 9200000000MR31238

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

Rev: 12.06.16

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 (<u>Attachment A</u>), towards the cost of the Project. If the Funds identified in <u>Attachment A</u> 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



Project#: MR312.38 FA# 920000000MR31238

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** (2<sup>nd</sup>) 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 <a href="https://example.com/Attachment C">Attachment C</a> (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 2019-20 are subject to lapse by June 30, 2024.

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

Rev: 12.06.16

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

12

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

Rev: 12.06.16

- 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

Project#: MR312.38 FA# 9200000000MR31238

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 <a href="https://www.metro.net/projects\_studies/call\_projects/other\_resources.htm">www.metro.net/projects\_studies/call\_projects/other\_resources.htm</a>.
- 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.

## FTIP #: LA9918819

## ATTACHMENT A -PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR31238

Project#: MR312.38 Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvements

# PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS				\$ 300,000			300,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL		\$		\$ 300,000	<		300,000	75%
OTHER SOURCES OF FUNDING:								
LOCAL:					\$ 100,000		\$ 100,000	25%
	Mark States	Section (	Sufficiency Spiles	<b>原語語學是</b>	<b>新来研究证明</b>			FG. 1. 19.20
STATE:							\$	%0
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FEDERAL:								%0
	<b>数据数据系统数差</b>	交 以 於 北 於 四 於		<b>企业的主义的</b>		100 Sept. 100 Se	Calculation of the Property of	ANT LEAST
PRIVATE OR OTHER:							₩.	%0
	<b>新加州的</b>	Name and Address of	<b>经过过的总统的</b>	TO STATE OF THE PARTY OF THE PA	A CANADA CONTRACTOR	Colonial and Colon	DEALE STRUCK STRUCKS	のなどのである
OTHER FUNDING SUBTOTAL		- \$	\$	₩	\$ 100,000		\$ 100,000	722%
TOTAL PROJECT FUNDS			\$	\$ 300,000	\$ 100,000		\$ 400,000	100%



## 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;

o 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;

o 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,

o 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;

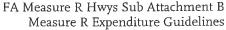
O A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;

o Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;

O 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;

1







- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- o 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 te 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# 9200000000MR31238
Project Title: Pacific Coast Highway (PCH) at Anita St. Intersection Improvements Project

Project#: MR312.38

## PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED			\$50,000						\$50,000
PS&E				\$100,000	\$150,000				\$250,000
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$0	\$0	\$50,000	\$100,000	\$150,000	\$0	\$0	\$0	\$300,000
PROP C 25%									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	SO.	\$50,000	\$100,000	\$150,000	\$0	50	50	\$300,000
			225454555						
OTHER NON LACMTA FUNDING:	Manager Barre	Jan. B. 1885		5.10 E 600 U	390 mg 3		90.59 J. S. J.	0.000	
LOCAL:	THE RESERVE TO SECOND								
PAED									\$0
PS&E						\$50,000	\$50,000		\$100,000
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total LOCAL	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$0	\$100,000
SUM NON-LAGMTA FUNDS:	50	50	50	50	50	\$50,000	\$50,000	\$0	\$100,000
PROJECT FUNDING	50	50	\$50,000	\$100,000	\$150,000	\$50,000	\$50,000	50	\$400,000
FY19-20 and FY 20-21			\$30,000	3,00,000	3/30/300	350,000	350,000		3400,000
PAED	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
PS&E	\$0	\$0	50	\$100,000	\$150,000	\$50,000	\$50,000	\$0	\$350,000
RW Support	\$0	\$0	50	\$0	\$0	\$0	\$0	50	\$0
Const. Support	\$0	\$0	50	\$0	\$0	\$0	\$0	\$0	\$0
RW	\$0	\$0	\$0	50	50	\$0	50	\$0	\$0
			50		\$0		\$0		\$0
Construction	\$0	\$0	2.00	50		\$0		\$0	
TOTAL MILESTONES	02	\$0	\$50,000	\$100,000	\$150,000	\$50,000	\$50,000	\$0	\$400,000
SUM PROG LACMTA FUNDS	\$0	\$0	\$50,000	\$100,000	\$150,000	\$0	\$0	\$0	\$300,000
SUM NON-LACMTA FUNDS	\$0	50	50	\$0	50	\$50,000	\$50,000	\$0	\$100,000
TOTAL PROJECT FUNDING	\$0	\$0	\$50,000	\$100,000	\$150,000	\$50,000	\$50,000	\$0	\$400,000



Project#: MR312.38 FA# 920000000MR31238

## ATTACHMENT C SCOPE OF WORK

PROJECT TITLE: Pacific Coast Highway (PCH) at Anita St Intersection Improvements

## **PROJECT LOCATION:**

The project is located in the City of Redondo Beach in the County of Los Angeles.

## PROJECT LIMITS:

The project limits are along Anita Street from the intersection of Pacific Coast Highway to Prospect Avenue.

## NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

This is an intersection improvement project which will reduce congestion and improve traffic flow on Pacific Coast Highway (PCH). An eligible Highway Operational Improvement, the project will extend turn lanes on Anita Street to PCH, a major north-south State Highway that runs parallel to Interstate 405.

## PROJECT BACKGROUND:

Anita Street, comprised of 4 lanes (2 east bound and 2 west bound lanes), serves as a key distributor to PCH. The intersection of Anita Street and PCH was identified in the Pacific Coast Highway Arterial Improvement Study (2018) as operating at a deficient level of service. Inadequate turn lane storage on Anita Street contributes to long delays and interrupts the flow of through lane traffic. Based on the recommendation of the traffic analysis and study, the City of Redondo Beach proposed this Anita Street at Pacific Coast Highway Intersection Improvement project.

## PROJECT BUDGET:

COMPONENT	Measure R	<b>Local Funds</b>
PA/ED	50,000	000,000
PS and E	250,000	100,000
R/W Support	000,000	000,000
R/W Capital	000,000	000,000
Construction Support	000,000	000,000
Construction Capital	_000,000	000,000
Total Budget	\$ 300,000	100,000



FTIP #: LA9918819

Subregion ID: Interstate I-405, I-110, I-105, and SR-91 Ramp and Interchange Improvements (South Bay)

Project#: MR312.38 FA# 920000000MR31238

## SCOPE:

The intersection of westbound (WB) Anita Street onto PCH consists of 2 dedicated left-turn lanes, 1 through lane, and 1 dedicated right-turn lane. The project will add additional queuing space on westbound (WB) Anita Street for left and right turn movements onto northbound (NB) PCH.

Project improvements are as follows:

- Extend the WB dual left-turn lane on Anita Street from the existing 175 feet to approximately 310 feet
- 2) Extend the WB dedicated right-turn lane on Anita Street to approximately 510 feet

These improvements will require removal of the existing raised median and require on-street parking restriction or removal. The project also includes traffic signal modification and channelization. A preliminary design, environmental study, generation of plans, specifications and estimates, Caltrans permit process, construction, construction management, project management and final close out of the project are included in the scope of work.

## **DESIGN:**

## I. Preliminary Design and Concept Report

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

- **A.** Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the City's Pacific Coast Highway Corridor Congestion Reduction Study conducted by the City's Consultant, General Plan Circulation Elements and other plans, as these plans pertain to the improvement of circulation of the intersection of Anita Street and Pacific Coast Highway.
- **C.** Incorporate City provided layout plans into the Project Concept Report, to be fully developed into the final design in the PS&E phase.
- D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- E. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- **F.** Conduct geotechnical investigations of Anita Street, between Prospect Avenue and Pacific Coast Highway.
- **G.** Identify if any right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development build outs and preservation of existing improvements and scenic character of the area. If any right-of-way acquisition required, the project will require additional resources.
- H. Identify street pavement structural sections for project area.
- Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- J. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for As part of the

Project#: MR312.38 FA# 920000000MR31238

FTIP #: LA9918819

Subregion ID: Interstate I-405, I-110, I-105, and SR-91 Ramp and Interchange Improvements (South Bay)

Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures.

**K.** Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

## II. Environmental Analysis

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 that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
- B. Conduct the required technical analysis for the project.
- **C.** Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
- D. Prepare the Draft IS and Draft MND for public circulation.
- **E.** Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
- F. Prepare an MMRP.
- **G.** Coordinate with the City and prepare permit applications/notifications for the Project as applicable.
- H. Delineation of the Waters of the US will be conducted within the ESL if applicable.

## III. Final Design - Plans, Specifications and Estimates

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

- **A.** Design the ultimate build out of Anita Street, and ultimate repair strategy for the intersection of Anita Street and Pacific Coast Highway, based on the City reviewed Preliminary Concept Report.
- B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
- C. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- **D.** Assist the City for the Community Information Workshop (if any) after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property owners around the project area.
- E. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA), current edition with updates.
- **F.** Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- **G.** Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
- **H.** Submittal of the engineer's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.



FTIP #: LA9918819 Subregion ID: Interstate I-405, I-110, I-105, and SR-91

Ramp and Interchange Improvements (South Bay)

Project#: MR312.38 FA# 920000000MR31238

## IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

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

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of "Summary Letter Report", progress meetings and preparation for the Community Information Workshop at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.



Project#: MR312.38 FA# 920000000MR31238

FTIP #: LA9918819 Subregion ID: Interstate I-405, I-110, I-105, and SR-91 Ramp and Interchange Improvements (South Bay)

## **MILESTONES:** The implementation schedule for this project will be as follows:

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	Nov 1, 2019	Mar 31, 2020
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval		
Contract Award		
Fully Executed Contract		
PLANNING	July 1, 2019	Aug 31, 2019
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report		
Intelligent Transportation System (ITS)		
Feasibility Study		
Concept Exploration		
PRELIMINARY DESIGN	Sept 1, 2019	Oct 31, 2019
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Concept of Operations		
System Requirements		
High Level Design		
PA&ED Prepare Environmental Document	Nov 1, 2019	Dec 31, 2019
Document Type:		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
PS&E	April 1, 2020	Dec 31, 2020
35% PS&E		
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Esumaund		
Estimating Civic Design	V	
Civic Design Structural Design		

Detailed Design		
ITS Drawings		
System Plans Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments	Lul. 4, 0000	A 24 2020
65% PS&E	July 1, 2020	Aug 31, 2020
Civil Design Plans		
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		
95% PS&E	Sept 1, 2020	Oct 31, 2020
Civil Design Plans	W	
Structural Design		
Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Submittals & Reviews		
Submit Final PS&E	Nov 30, 2020	Nov 30, 2020
	1407 30, 2020	100 30, 2020
Outside Agency Review		
RIGHT OF WAY SUPPORT		SET STOR OF THE DE
Certification/Mapping		
Appraisal		
RIGHT OF WAY ACQUISITION (Optional)		
Certification/Mapping	2007	
Title Report		
Meet with Property Owners		
Appraisal		
Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		
Nemeulation		
Utility Relocation	April 1, 2021	June 30, 2021
Third Party Coordination	, , , , ,	,
Design Utilities		
	8	ELITAN ATTAK M
Relocate Utilities	6	FA Attachn

Project#: MR312.38 FA# 9200000000MR31238

FTIP #: LA9918819 Subregion ID: Interstate I-405, I-110, I-105, and SR-91 Ramp and Interchange Improvements (South Bay)

## **CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows:

as follows:	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)	Jan 1, 2021	April 30, 2021
Develop Solicitation Package	·	
Solicitation Response		
Evaluations		
Selection		
Board Approval Process		
Contract Award		
Fully Executed Contract		April 30, 2021
Excavation	May 15, 2021	May 31, 2021
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
Environmental	May 1, 2021	June 30, 2021
Hazardous Materials Handling	, , , , , , , , , , , , , , , , , , , ,	·
Archaeological		
Air Quality Monitoring		
Concrete		
Form Work		
Rebar Placement		
Pole Placement		
Traffic Control	May 1, 2021	May 31, 2022
TMP	11.25 1, 2021	
Structural		
False Work		
Iron Placement		
Pole Placement		
1 did Fiddomoni		
	START DATE	COMPLETION DATE
Utilities	May 1, 2021	Aug 31, 2021
DWP		
SCE		
LADOT		
Materials	July 1, 2021	Mar 31, 2022
Long-Lead Equipment	, , , ===	·
Staging		
Material Lay Down Area		
Signage		
Electrical	Mar 1, 2022	Apr 30, 2022
Power U/G Communication	112022	, , , , , , , , , , , , , , , , , , , ,
A/G Testing/Acceptance		

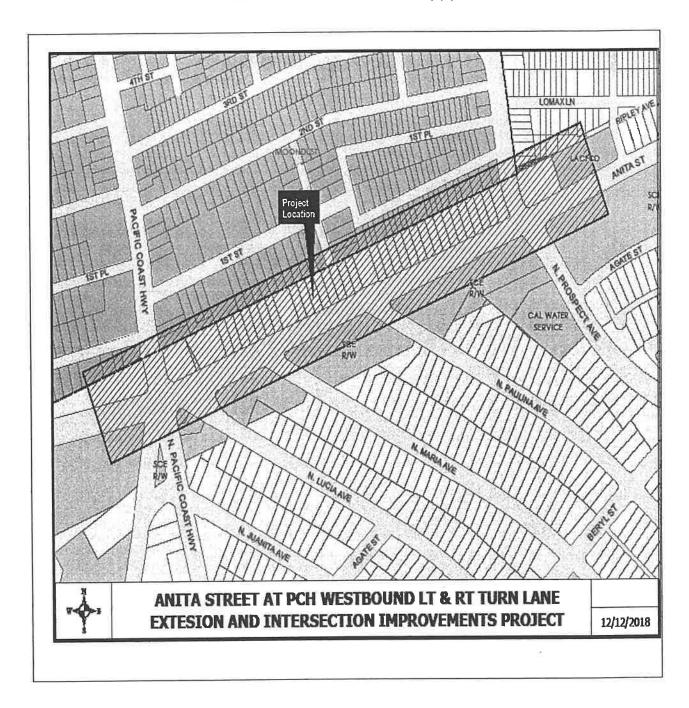
	START DATE	COMPLETION DATE
Landscape		
Clearing		

FTIP #: LA9918819

Subregion ID: Interstate I-405, I-110, I-105, and SR-91 Ramp and Interchange Improvements (South Bay) Project#: MR312.38 FA# 920000000MR31238

Planting		
Plant Establishment		
Irrigation		
Testing		
Change Orders/ Project Close Out	May 1, 2022	June 30, 2022
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

## **ATTACHMENT C - Location Map(s)**



# FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

### REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (<u>Attachment D1</u>) 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 <u>ACCOUNTSPAYABLE@METRO.NET</u> 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 <u>not</u> 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:

Quarter	Report Due Date
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) <u>is considered ineligible</u> and will not be reimbursed by the LACMTA
   unless <u>prior written authorization</u> 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 <u>written authorization</u> 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 METRO PROJECT MANAGER

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	T: GENERAL INFORMATIC	JN					
PROJEC	T TITLE:			_			
FA #:							
MONTHL	Y REPORT SUBMITTED FO	R: Month:	Year:				
DATE SU	BMITTED:		<del></del>				
		Name:					
	LACMTA Project Manager	Phone Number.					
		e-mail:				 	
		Contact Name:					
	GRANTEE Contact / Project Manager	Job Title:			 		
		Department:					
		City / Agency:					
		Mailing Address:					
		Phone Number:					
	10						

Rev. 12,23,14

FA Measure R Hwys Gen Atlachment D-1 Monthly Progress Report

#### **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

FA Milestones	Original FA Start Date in Scope of Work (Month/Year)	Original FA End Date in Scope of Work (Month/Year)	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year)	Schedule Variance (Months)
SOLICITATION (BID/PROPOSAL)		,					
Develop Solicitation Package							
Fully Executed Contract							
PLANNING							
Prepare Concept Report							
Prepare Feasibility Study							
Prepare Project Study Report							
PA&ED							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PS&E							
35% PS&E							
65% PS&E							
95% PS&E							
OTHER: (Please specify)							
ROW							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
CONSTRUCTION							
OTHER: (Please specify)							

OTHER: (Please specify)				
2. PROJECT COMPLETION				
Based on the comparison of the original and ac	tual project milestone schedules at	bove, project is (select only one)		
Ahead of original FA schedule		Less than 12 months behind orig	ginal schedule	
On schedule per original FA schedule		More than 24 months behind original	ginal schedule	
Between 12-24 months behind original schedul	le			

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROCEEDS

## MONTHLY PROGRESS REPORT 3. TASKS / MILESTONES ACCOMPLISHED

PROJECT DELAY/ACTION ITEM TO RESOLVE DELAY		SEVACERS AND RESE						MILE OF STREET
LACMTA Approved Approved Expenditures FA Milestones Project Budget Changes Budget to Date Cost Variance Dollar Amount PLANNING PA&ED PS&E ROW Support CONSTRUCTION Support CONSTRUCTION PRISK MANAGEMENT PLAN / PRO JECT 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 to be set made outcome or impact to project soope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies 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 Risk Mitigation Strategies Risk Management Plan / Project Risk Potential (Low/Medium/High) Risk Mitigation Strategies	PROJECT DELAY/ACTION I	TEM TO RESOLVE DELAY		THE STATE OF	destakes to seach	o the delay		
ECOST SUMMARY  LACMTA Approved Approved Expenditures to Date Cost Variance Dollar Amount Planning PASED PASED PASED PASED POISTRUCTION Support CONSTRUCTION PASE SUMMARGEMENT 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 cocur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies rovide requires periodic updates as the project progresses and as risk events occur.  Risk Category Risk Event  Risk Potential (Low/Medium/High) Risk Mitigation Strategies		description of the delay and	action items that have be	en, or will be, un	tion/Response D	ate		
Project Budget LACMTA Approved Expenditures Budget to Date Cost Variance Completed By Dollar Amount PLANNING PA&ED PS&E ROW Support ROW CONSTRUCTION Support CONSTRUCTION CONS	elay issue(s)			argues resour	and the same personal section of			
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Construction								
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Signature

Date

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

	Grantee To Complete
Invoice #	
Invoice Dat	е
FA#	920000000MR
Quarterly 1	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	

SECT	ION 2: GENERAL INFORMAT	ION			the systematical and the second	
PROJ	ECT TITLE:					
FA #:						
QUAF	RTERLY REPORT SUBMITTER	D FOR:				
Fiscal Year :		2014-2015 2017-2018	2015-201 2018-201		2016-2017 2019-2020	
Q	uarter :	Q1: Jul - Sep				
DATE	SUBMITTED:	-				
LACN	ITA MODAL CATEGORY:	RSTI TDM Transit	Pedestri	an	Signal Synchronization Goods Movement	
	LACMTA Project Manager	Name: Phone Number:				
		E-mail:				
		Contact Name:				
		Job Title:				
		Department:				
Project Sponsor Contact /	Project Sponsor Contact / Project Manager	City / Agency:				
	* Tojeot manager	Mailing Address:				
		Phone Number:				
L		E-mail:				

### **SECTION 3: QUARTERLY PROGRESS REPORT**

### **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 2 ND AND 3 RD 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 recalculate 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	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)				

A. Based on the comparison	n of the original and actual proj	ect milestone schedules above, project is (select only one)			
On schedule per original FA	Aschedule	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 s  Yes	tarted within 6 months of the da	ate originally stated in the FA?  Not Applicable			
C. Was a construction contr	ract or capital purchase execute	ed within 9 months after completion of design / specifications?  Not Applicable			
Rev 11 1 14		FA Measure R Hwys Gen Attachment C-1 Quarterly Progress Expenditure Report			

2. PROJECT COMPLETION

3. TASKS / MILESTONES ACCOMPLISHED	0
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 rea	son
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 LACATA MEASURE R GRANT		
1		1000			
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 Proje stated in this report is true and correct.			and representative of and that to the best of my knowledge and belief the information		
Signature			Date		



Name

Title

### Los Angeles Metropolitan Transportation Authority

2019 Federal Transportation Improvement Program (\$000)

Implementing Agency Redondo Beach, City of TIPID LA9918819 SCAG RTP Project #: Study:N/A Is Model: Model #: PM: Didar Khandker - (310)318-0661 Project Description: Pacific Coast Highway (PCH) at Anita Street Intersection Improvements. Anita Street at Pacific Coast Highway (PCH) Westbound Left Turn and Right Turn Lane Extension and Intersection Improvements Project. LS: N LS GROUP#: Conformity Category: EXEMPT - 93.127 Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date 09/30/2021 Distance: System :Local Hwy Route: Postmile: Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 12/19/2019 Lane # Extd: Lane # Prop: Imprv Desc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Region: South Bay Cities Toll Method: Sub-Area: Toll Rate: Toll Colc Loc: Hov acs eg loc: COG 0.00 PPNO: CTIPS ID: EA# Program Code: NCRH1 - INTERSECTION IMPROVEMENTS/CHANNELIZATION Stop Loc: PHASE PRIOR 20/21 21/22 22/23 23/24 BEYOND PROG TOTAL \$300 \$300 PE MR20H - Measure R 20% Highway RW CON 5300 \$300 SUBTOTAL

- General Comment: MTA Board approved Measure R \$300,000 for PA&ED and PS&E of this Project. City also providing \$100,000 local match. Construction Funds from Measure R will be solicited in future years.

TOTAL

TOTAL PE: \$300

- Modeling Comment:
- TCM Comment:
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised Amendment 19-17 - Submitted

Change reason: New Project

\$300

TOTAL RW: \$0

Total Cost

TOTAL CON: \$0

\$300

FTIP #: LA9918819 Subregion ID: Interstate 405, I-110, I-105 and SR-91 Ramp and Interchange Improvements (South Bay) Project#: MR312.38 FA# 9200000000MR31238

## 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 (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.



Rev: 05.15.19