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# Administrative Report

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**Council Action Date: May 21, 2013**

**To: MAYOR AND CITY COUNCIL**

**From: MIKE WITZANSKY, DIRECTOR OF PUBLIC WORKS**

**Subject: APPROVE A LETTER OF AGREEMENT WITH LOS ANGELES  
COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE  
BICYCLE TRANSPORTATION PLAN IMPLEMENTATION PROJECT**

## **RECOMMENDATION**

Authorize the Mayor to execute a letter of agreement with the Los Angeles County Metropolitan Transportation Authority (Metro) for the Bicycle Transportation Plan Implementation Project awarded to the City through Metro's 2009 Call for Projects.

## **EXECUTIVE SUMMARY**

On September 24, 2009 the Los Angeles County Metropolitan Transportation Authority (Metro) Board approved the Metro 2009 Call for Projects, allocating \$1,558,860 in Congestion Mitigation Air Quality (CMAQ) funds to the City's Bicycle Transportation Plan Implementation Project. The project includes the installation of signs, street markings, and video detection cameras for new bicycle facilities on streets throughout the City including Torrance Boulevard, Beryl Street, Lilienthal Lane, Catalina Avenue, and Avenue I (see attached project maps).

The Metro grant requires a local funding match of \$389,715 which will be recommended for appropriation as part of the Fiscal Year (FY) 2013-14 Capital Improvement Program (CIP) using available Proposition C restricted funds. Plans and specifications for the project are expected to be presented to the City Council for review and consideration of approval in September 2013.

## **BACKGROUND**

Every two years Metro conducts a competitive Call for Projects (CFP) to program various federal, state, and local transportation funds for regionally significant transportation projects. In 2009, the City submitted CFP applications for five projects, including implementation of the adopted 2005 Bicycle Transportation Plan. The City Council discussed the projects and approved submittal of the applications at their meeting on April 7, 2009.

The 2009 CFP programmed funds for five years, beginning in FY 2010-11. On September 24, 2009 the Los Angeles County Metropolitan Transportation Authority (Metro) Board approved the Metro 2009 Call for Projects, allocating \$1,558,860 in Congestion Mitigation Air Quality (CMAQ) funds to the City's Bicycle Transportation Plan Implementation Project.

On December 6, 2005, the City Council adopted the City's first Bicycle Transportation Plan which was the genesis for the Metro Call for Projects application. The Bicycle Transportation Plan Implementation Project (CIP No. 40510, Metro's Project No. F3502) will implement the majority of the proposed bike lanes and bike routes shown on the plan. The roughly 18 miles of new bicycle facilities also conform to the facilities included in the South Bay Bicycle Master Plan, adopted by City Council at its October 18, 2011 meeting by Resolution No. C-1110-525.

Specifically, the Bicycle Transportation Plan Implementation Project includes installation of signs, markings, and video detection cameras on roughly 2.1 centerline miles of bike lanes and 15.8 centerline miles of bike routes and will create the following new bicycle facilities:

- **Torrance Boulevard Bike Lanes – South Catalina Avenue to eastern City Limits**  
Install bike lanes and bicycle detection on Torrance Boulevard between South Catalina Avenue and the eastern City Limits.
- **Beryl Street Bike Lanes/Bike Route – North Harbor Drive to Flagler Lane**  
Re-stripe Beryl Street between North Catalina Avenue and North Prospect Avenue to add a bike lane in each direction. Install Bike Route signs and paint Sharrows on Beryl Street between North Harbor Drive and North Catalina Avenue, and between North Prospect Avenue and Flagler Lane.
- **Lilienthal Lane Bike Lanes – Fisk Lane to Ripley Avenue**  
Reconfigure Lilienthal Lane (existing Bike Route, part of North Redondo Beach Bikeway) to match the vehicle lane configuration north of Hill Lane and provide one travel, parking, and bike lane in each direction between Fisk Lane and Ripley Avenue. Widen Lilienthal Lane between Ives Lane and Ripley Avenue to accommodate lane reconfiguration. Relocate SCE utility poles on the east side of Lilienthal Lane between Ives Lane and Ripley Lane.
- **North Catalina Avenue Bike Lanes – Beryl Street to North Pacific Coast Highway**  
Narrow medians and restripe North Catalina Avenue to install bike lanes with bicycle detection between Beryl Street and North Pacific Coast Highway.

- **South Catalina Avenue Bike Route/Avenue I Bike Lanes – Palos Verdes Boulevard to Esplanade**

Install Bike Route signs and paint Sharrows on South Catalina Avenue between Palos Verdes Boulevard and Avenue I. Reconfigure Avenue I between South Catalina Avenue and Esplanade to provide one parking, bike, and travel lane in each direction with a two-way left turn lane and match the vehicle lane configuration east of South Catalina Avenue.

- **Citywide Bicycle Facilities – various**

Paint bike lanes on portions of 182<sup>nd</sup> Street, Kingsdale Avenue, Knob Hill Avenue, and Del Amo Street; install Bike Route signs supplemented with painted Sharrows where applicable on portions of Palos Verdes Boulevard, South Helberta Avenue, Avenue D, South Juanita Avenue, Avenue C, Knob Hill Avenue, Camino Real, Emerald Street, North Juanita Avenue, Prospect Avenue, Ripley Avenue, Kingsdale Avenue, Ormond Lane, Ford Avenue, Flagler Lane, Rindge Lane, and Warfield Avenue; and install video detection cameras where applicable. Includes \$10,000 for marketing the entire Bicycle Transportation Plan Implementation Project.

For reference, in California the nomenclature for bicycle facilities is as follows:

- Class I = bike path (e.g., Marvin Braude Bikeway, The Strand)
- Class II = bike lanes (e.g., Grant Avenue)
- Class III = bike routes (e.g., Esplanade)

Metro allocated \$1,558,860 in CMAQ Funds to the project, and the City has scheduled \$389,715 for appropriation as part of the FY 2013-14 CIP using available Proposition C Funds as the local match.

Plans and specifications for the Bicycle Transportation Plan Implementation Project will be completed and presented to the City Council for review and consideration of approval in September 2013. Construction of the project is expected to begin in February 2014 and end in June 2014.

### **COORDINATION**

The letter of agreement has been approved as to form by the City Attorney's office, and the project has been coordinated with the Police and Community Development Departments.

**Administrative Report**

May 21, 2013

Metro Letter of Agreement – Bicycle Transportation Plan Implementaion

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**FISCAL IMPACT**

The cost associated with preparing and reviewing the letter of agreement is included in the Department's adopted FY 2012-13 Annual Budget. The \$389,715 of City matching funds will be recommended for appropriation as part of the FY 2013-14 CIP budget using available Proposition C restricted monies. The total cost of the Bicycle Transportation Plan Implementation Project is estimated to be \$1,948,575.

**Funding:**

Metro CMAQ Funds \$ 1,558,860  
FY 2013-14 Proposition C Funds \$ 389,715


Total \$ 1,948,575

**Expenditures:**

Bicycle Transportation Plan \$ 1,948,575  
Implementation Project


Total \$ 1,948,575

Submitted by:

  
Mike Witzansky  
Public Works Director

rboardman

Approved for forwarding by:

  
Office of the City Manager

Attachments:

- Letter of Agreement – Bicycle Transportation Plan Implementation Project
- Location Maps



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

FTIP#:LAF3502

CFP#F3502  
LOA.P00F3502

December 27, 2012

City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Bill Workman

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

Dear Sir/Madam:

As part of the Los Angeles County Metropolitan Transportation Authority ("LACMTA") 2009 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2009, authorized the programming of funds to City of Redondo Beach ("Project Sponsor") for Redondo Beach Bicycle Transportation Plan Implementation – LACMTA Call for Projects ID# F3502, FTIP# LAF3502, (the "Project") subject to the terms and conditions contained in this Letter of Agreement ("LOA").

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



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

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

Very truly yours,

Arthur T. Leahy  
Chief Executive Officer

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

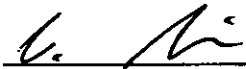
City of Redondo Beach

By: 

Mayor

Date: 05-21-13

APPROVED AS TO FORM:

By:  FOR

Michael Webb  
City Attorney

Date: 05-21-13

ATTEST:

By: 

Eleanor Manzano  
City Clerk

Date: 05-21-13



**CALL FOR PROJECTS  
LETTER OF AGREEMENT**

**PART I  
SPECIFIC TERMS OF THE LOA**

1. Title of the Project (the "Project"): Redondo Beach Bicycle Transportation Plan Implementation - LACMTA Call for Projects ID# F3502, FTIP # LAF3502.
2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors' action of September 24, 2009, programmed \$ 1,558,860 (the "Funds") to Project Sponsor for the Project. The LACMTA funding plan reflects the programming of Funds over two years, Fiscal Years (FY) 2012-13 and FY 2013-14. LACMTA Board of Directors' action recertified the Funds for FY 2012-13 only in the amount of \$216,400. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being obligated by Project Sponsor.
3. The Funding Agency for this Project (the "Agency") is CALTRANS. The Programming Agency for this Project is LACMTA.
4. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment A**. The Project Funding includes the total programmed budget for the Project, including the Funds programmed by LACMTA and the Project Sponsor Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Project Sponsor shall complete the Project as described in the Scope of Work. The "Scope of Work" for the Project is attached to this LOA as **Attachment B**. The Scope of Work includes a general description of the Project and a detailed description of the work to be completed. The Scope of Work also includes a set schedule including Project milestones consistent with the lapsing policy described in Part II below. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing.
6. **Attachment C** - the Reporting Guidelines; Project Sponsor shall complete the "Quarterly Progress Report." The Quarterly Progress Report is attached to this LOA as Attachment C1 in accordance with Attachment C - Reporting Guidelines.
7. The "FTIP PROJECT SHEET (PDF)" is attached as **Attachment D** and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://program.metro.net>. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality



modeling purposes. Project Sponsor shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Project Sponsor will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Project Sponsor is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Project Sponsor fail to meet this date, it may affect Project Sponsor's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

8. **Attachment E** - Caltrans Document List, are attached to this LOA as Attachment E for reference purposes only and however a more current listing may be found on <http://www.dot.ca.gov/hq/LocalPrograms/> or <http://www.dot.ca.gov/hq/LocalPrograms/public.htm>
9. **Attachment F** -Special Conditions for the Project, if any, are attached to this LOA as Attachment F.
10. Prior to the obligation of the Funds, no material changes to the Project Funding or the Scope of Work shall be funded or allowed without prior written approval of LACMTA and Project Sponsor. Such prior approval shall be evidenced by an amendment to this LOA, approved and signed by the LACMTA Chief Executive Officer or his designee and Project Sponsor. After the Funds have been obligated, no material changes will be allowed.
11. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Silva Mardrussian, 99-22-6, (213)922-2245, mardrussians@metro.net

12. Project Sponsor's Address:  
City of Redondo Beach, 415 Diamond Street Redondo Beach, CA 90277,  
Robert Boardman, (310)318-0661, Robert.boardman@redondo.org





**PART II**  
**GENERAL TERMS OF THE LOA**

1. **PAYMENT OF FUNDS:** Project Sponsor understands and agrees that LACMTA provides no Funds under this LOA and LACMTA shall have no responsibility or obligation to provide any Funds for the Project. Project Sponsor shall receive the Funds directly from the Agency pursuant to a separate agreement with the Agency. Project Sponsor shall submit to the Agency the appropriate invoices in the form, manner, and schedule specified by the applicable requirements of the Agency. Project Sponsor cannot be reimbursed for any cost incurred without prior authorization from the Agency. Project Sponsor shall be subject to, and comply with, all applicable requirements of the Agency and of LACMTA as required by LACMTA to fulfill its responsibilities as the programming agency. The allowability of expenditures, the cost reimbursement schedule, eligibility issues, resolution of disputes, and all other issues relating to this LOA shall be subject to the rules, regulations, and requirements of the Agency and LACMTA as the programming agency.

2. **TERM:**

2.1 The term of this LOA shall commence upon the date of this LOA, and shall terminate upon completion of the Scope of Work and LACMTA's receipt of Caltrans' final voucher paid for the Project.

2.2 Prior to the obligation of the Funds, should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this LOA by giving written notice to Project Sponsor at least thirty (30) days in advance of the effective date of such termination.

3. **USE OF FUNDS:**

3.1 Project Sponsor shall utilize the Funds to complete the Project as described in the Scope of Work and as approved by LACMTA and in accordance with the applicable requirements of the Agency.

3.2 The Funds, as programmed under this LOA, can only be used towards the completion of the Scope of Work originally adopted by LACMTA unless modified by an amendment to this LOA. Project Sponsor shall also be subject to and comply with all applicable requirements of the Agency administering this Project.



**4. REPORTING AND AUDIT REQUIREMENTS:**

4.1 Project Sponsor shall be subject to and comply with all applicable requirements of the Agency regarding Project reporting and audit requirements. *Project Sponsor shall use the Federal Transportation Improvement Program ("FTIP") No., Expenditure Authorization ("EA") No., and LACMTA Call for Projects Project ID# on all correspondence.*

4.2 Since the Project is funded exclusively with Federal funds and contains no LACMTA local funding, LACMTA has no audit responsibilities for this Project. Project Sponsor shall comply with all Agency compliance, pre-award and performance audit requirements as deemed necessary to assure that funding expenditures conform to all applicable Project funding guidelines, laws and regulations. LACMTA, as the programming agency, shall have the right, at its sole discretion, to audit the Project for compliance with the terms of this LOA and to assure that funding expenditures conform to the terms of this LOA. LACMTA shall have the same audit rights as the Agency to audit the Project.

4.3 Project Sponsor shall submit the Quarterly Progress Report within 60 days after the close of each quarter on the last day of the months November, February, May and August. Annually with the 4th quarter Progress Report, Project Sponsor also shall submit photos of key components and milestones demonstrating Project progress or completion.

**5. EXPENDITURE AND DISPOSITION OF FUNDS:**

5.1 The expenditure and disposition of the Funds by Project Sponsor shall be subject to and in accordance with the terms and conditions of this LOA and the applicable requirements of the Agency. Project Sponsor shall not utilize the Funds in any other way or on any project other than that specified in this LOA and the applicable requirements of the Agency.

5.2 Project Sponsor shall be responsible for any and all cost overruns for the Project.

5.3 Project Sponsor shall be eligible for the Funds up to the programmed amount specified in Part I, Section 2 of this LOA subject to the terms and conditions contained herein and in all applicable requirements of the Agency.

5.4 Subject to the requirements and regulations of the Agency, and to the extent allowed by the Agency, any underruns to the funds shown in Attachment A shall be apportioned between LACMTA and Project Sponsor in the same proportion as the Sources of Funds from each party to this LOA as specified in Attachment A to this LOA. Upon completion of the Project described in the Scope of Work and subject to the requirements and regulations of the Agency, and to the extent allowed by the Agency, any unused obligation of the Funds shall revert back to LACMTA for future programming at LACMTA's discretion.



5.5 The programming of the Funds does not imply nor obligate any future funding commitment on the part of LACMTA or the Agency.

6. **TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:**

6.1 Project Sponsor must demonstrate timely use of the Funds by:

- (i) executing this LOA within ninety (90) days of receiving formal transmittal of the LOA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) obligating the Funds programmed under this LOA for allowable costs within 36 months from July 1 of the first Fiscal Year in which the Funds are programmed. All Funds programmed for FY 2012-13 are subject to lapse on June 30, 2015. All Funds programmed for FY 2013-14 are subject to lapse on June 30, 2016.

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

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

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

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

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

7.2 Project Sponsor shall fully fund and contribute the Project Sponsor



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

## 8. COMMUNICATIONS:

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

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

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

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

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

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

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



**9. OTHER TERMS AND CONDITIONS:**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



**FEDERAL GRANT AGREEMENT**  
**CFP#: F3502 PROJECT TITLE: Redondo Beach Bicycle Transportation Plan Implementation**  
**LETTER OF AGREEMENT NO: LOA.P00F3502**  
**(\$ in Actual Dollars)**  
**(LACMTA Programmed Funding and Sponsors Match Only)**

LACMTA PROGRAMMED FUNDING:									
Federal									
(RSTP) Regional Surface Transportation Program									
(CMAQ) Congestion Mitigation and Air Quality Program									
	216,400	1,342,460					1,558,860	80.0%	
Other:									
LACMTA SUBTOTAL									
							1,558,860	80.0%	
GRANTEE/SPONSOR MATCH:									
Grantee Funding Commitment (specify type)									

## ATTACHMENT B

### SCOPE OF WORK

#### LOCATION

The Redondo Beach Bicycle Transportation Plan Implementation Project is a city-wide project located in the City of Redondo Beach, as shown on Figure 1. The right-of-way is owned by the City of Redondo Beach, except 0.1 miles on Lilienthal Lane owned by the Redondo Beach Unified School District.

#### PROJECT DESCRIPTION

The Redondo Beach Bicycle Transportation Plan Implementation Project consists of the design and construction of approximately 2.1 centerline miles of bike lanes and 15.8 centerline miles of bike routes throughout the City of Redondo Beach. This Project includes adding citywide 295 bicycle-facility signs; 328 bike-lane symbols or sharrows; 650' of roadway widening on Lilienthal Lane from 22 feet wide to 32 feet wide to accommodate bike lanes, sidewalk, and curb and gutter improvements; narrowing medians on North Catalina Avenue to provide bike lanes for 2,750 feet; 105 video detection cameras; 101 pedestrian push buttons; and, a bicycle signal at North Juanita Avenue/Pacific Coast Highway, pending Caltrans approval. The Redondo Beach Bicycle Transportation Plan Implementation Project is part of the South Bay Bicycle Master Plan network connecting to the City of Redondo Beach to its neighboring cities and regional bike facilities, and transit centers. Destinations and activity centers include the soon-to-be-relocated Redondo Beach Transit Center, the El Segundo Employment Center, Artesia Boulevard commercial corridor, the South Bay Galleria, the Civic Center Complex, and the King Harbor/Pier area. Bicycle detection will be installed at the intersections shown on Figure 2.

The Design, Preparation of Plans, Specifications and Estimates (PS&E) will be completed in accordance with Federal, State and Metro standards. The design of the bikeways will be in conformance with: California MUTCD (latest edition), State of California Department of Transportation *Highway Design Manual (Chapter 1000, Bicycle Transportation Design)*; the Federal Americans with Disabilities Act (ADA); and MTA Rights-of-Way Preservation Guidelines.





The City Redondo Beach has responsibility for the following milestones:

Milestones for Project Tracking	Begin Date	End Date	Duration (months)
Project Kick-off (Execute LOA, Caltrans Field Review, Caltrans Authorization to proceed)	8/2012	12/2012	4
Preliminary Design	5/2007	4/2009	24
Acquisition	N/A	N/A	
Bid package (final design, specifications, cost estimate)	1/2013	6/2013	6
Advertise/award construction contract	11/2013	2/2014	3
Construction	2/2014	6/2014	4
Project completion report (final invoices & report)	7/2014	8/2014	2
LOA Expiration Date	n/a	Month/year	n/a



**Detailed Schedule\***

	Task	Begin Month / Year	End Month / Year	Duration (months)
Design Phase	• Develop LOA Attachments w/Metro	2-5 months	12/2012	
	• Sponsor & Metro CEO signs LOA	1 month	2/2013	
	• Schedule & Conduct Field Review with Caltrans	2 months	N/A	
	• Submit to Caltrans: "Request for Authorization to Proceed with Preliminary Engineering," executed LOA, Request for Authorization Data Sheet, Local programs Agreement (See Local Assistance Procedures Manual for required forms).	Concurrent w/ Field Review	N/A	
	• Caltrans must issue Notice to Proceed/Program Supplement Agreement E76 before starting design	2-6 months	N/A	
	• Design	1/2013	6/2013	6
	• Federal and State Environmental Clearance	6-12 months Concurrent w/design	6/2013	6
	• Acquisition Needs Authorization to Proceed (See Local Assistance Procedures Manual for required forms).	12 months after Notice to Proceed	N/A	
	• License Agreement w/MTA • Right of Way Certification • Permit applications	6-12 months Concurrent w/design	N/A	
	• Complete all pieces of PS&E/Bid Package	6 months	6/2013	6
Construction Phase	• Submit to Caltrans: "Request for Authorization to Proceed with Construction" and all required documents (See Local Assistance Procedures Manual for required forms).	3-6 months	7/2013	1
	• Caltrans must issue Notice to Proceed/Program Supplement Agreement E76 before advertising to bid (2-6 mos) (See Local Assistance Procedures Manual for required forms).		10/2013	3
	• Advertise Bid & Award Construction Contract	11/2013	2/2014	3
	• Construction	12-18 months	6/2014	4
	• Report of Completion (See Local Assistance Procedures Manual for required forms).	3 months	9/2014	3

Contact Caltrans District Office before proceeding with any of the steps and to be reimbursed.



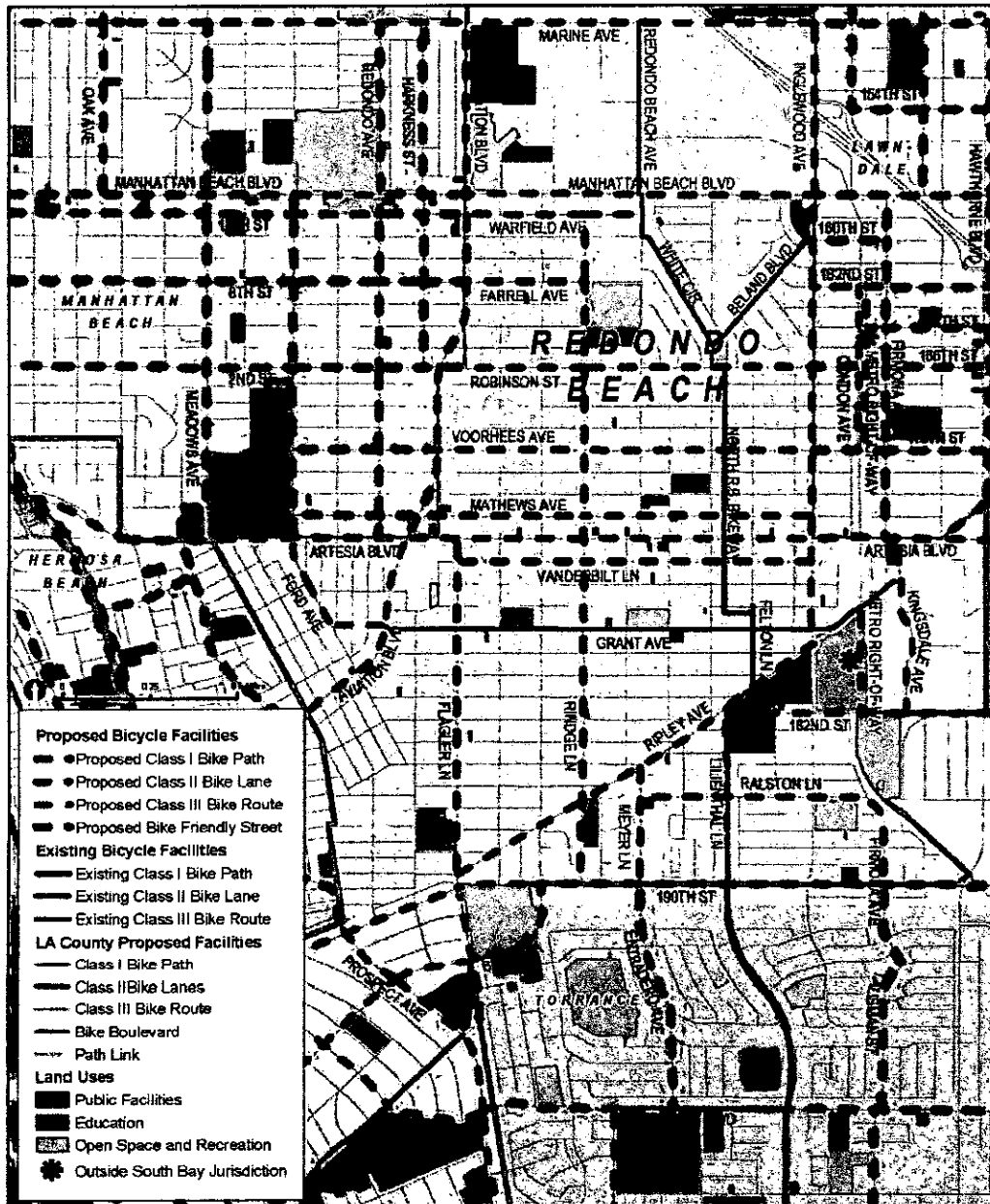
**ESTIMATED PROJECT COSTS:** See attached Cost Estimate.

ITEM NO.	DESCRIPTION			ESTIMATED		UNIT PRICE	ESTIMATED
				QUANTITY	UNIT	MAT. & LAB.	AMOUNT
1	Demo - AC, concrete et al			12,162	sf	21.00	255,402.00
2	Demo - Parkway only			7,540	sf	10.00	75,400.00
3	Asphalt			1,966	sy	10.00	19,660.00
4	Curb and gutter			2,120	lf	35.00	74,200.00
5	Sidewalk			2,010	sf	21.00	42,210.00
6	Relocate SCE poles			5	ea	22,500.00	112,500.00
7	Signs - Fabrication and Installation			295	ea	175.00	51,625.00
8	Sandblasting			910	sf	4.50	4,095.00
9	Striping - 6" white bike lane line			34,171	lf	1.00	34,171.00
10	Bike Lane Symbol and Arrow, SHARROWS			328	ea	100.00	32,800.00
11	Striping - 4" white parking lane line			2,500	lf	1.00	2,500.00
12	"STOP" Marking			3	ea	50.00	150.00
13	Arrow Marking			6	ea	30.00	180.00
14	Video Detection - 4 Cameras			18	ls	26,000.00	468,000.00
15	Video Detection - 3 Camera			4	ls	17,000.00	68,000.00
16	Video Detection - 2 Camera			10	ls	11,650.00	116,500.00
17	Video Detection - 1 Camera			1	ls	6,750.00	6,750.00
18	Ped Push Button Post Complete			101	ls	1,600.00	161,600.00
			SUB-TOTAL				1,525,743.00
			11% Contingency				167,832.00
			Construction Engineering				105,000.00
			Project Administration/Management				140,000.00
			Marketing				10,000.00
			TOTAL				1,948,575.00



FIGURE 1

Executive Summary

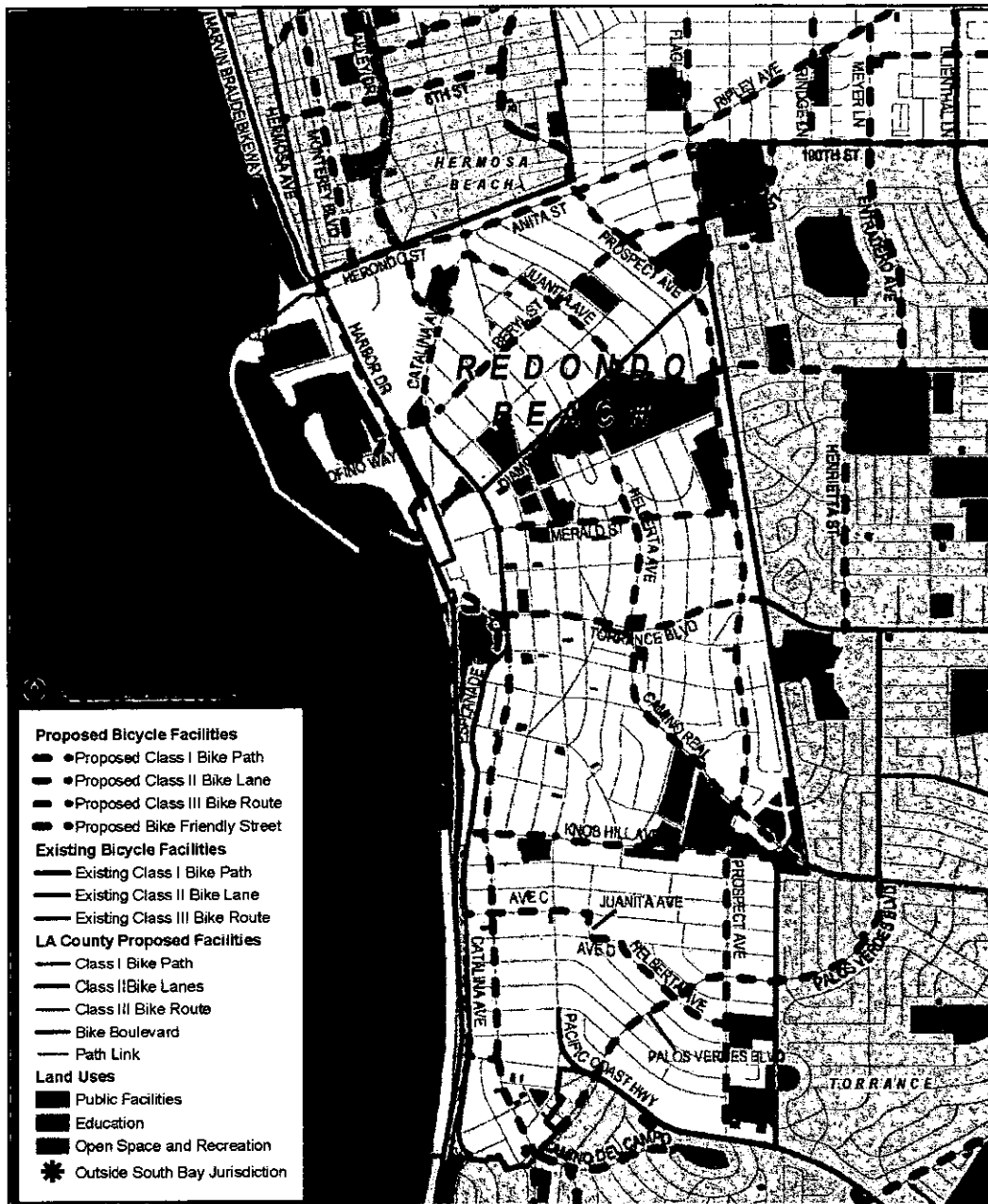


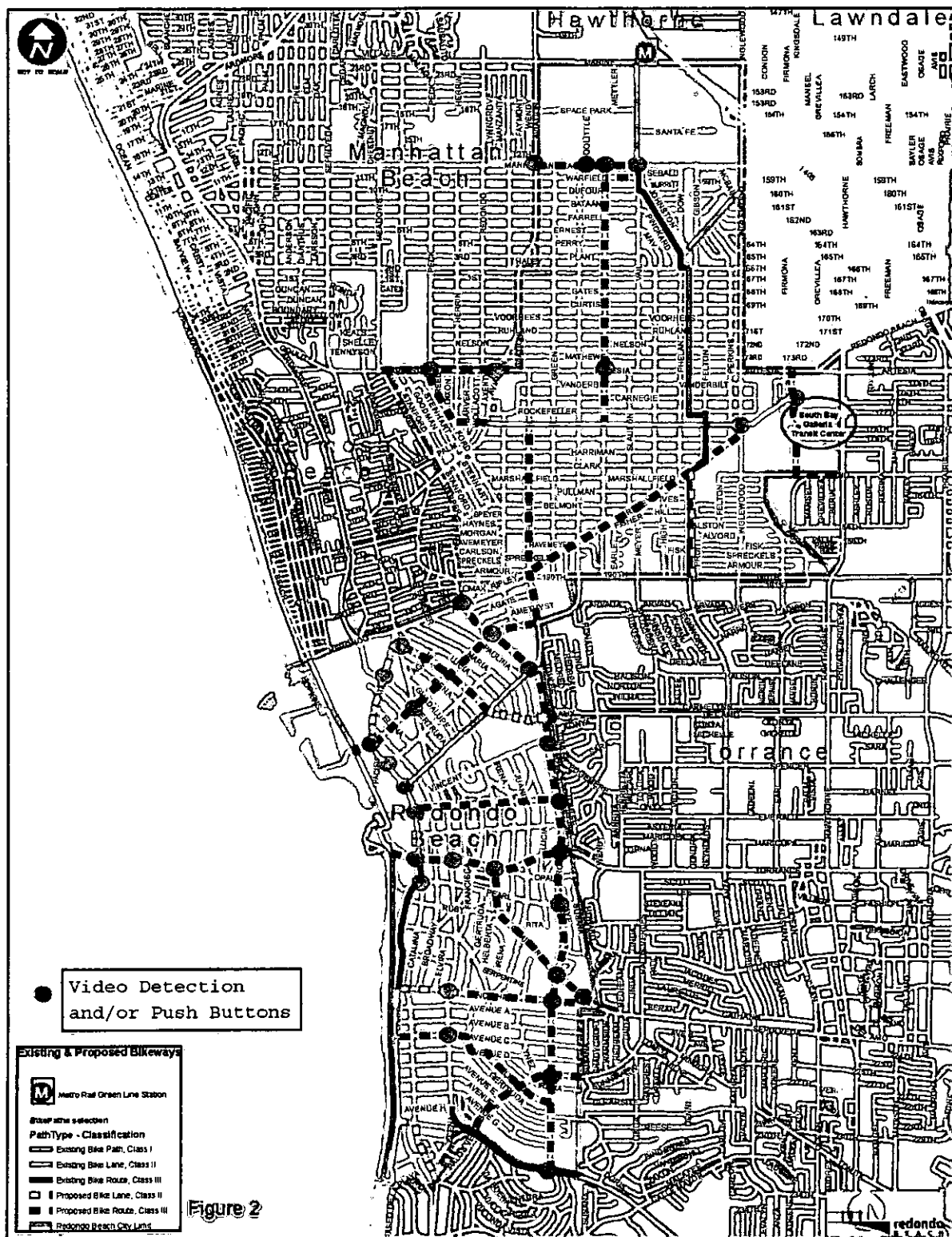
Proposed Bicycle Facilities in North Redondo Beach

xxviii | Alta Planning + Design



FIGURE 1  
Los Angeles County Bicycle Coalition and South Bay Bicycle Coalition





# LOA ATTACHMENT C

## REPORTING GUIDELINES FOR FEDERAL FUNDS

### REPORTING PROCEDURES

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

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

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



# LACMTA LOA ATTACHMENT C1

## QUARTERLY PROGRESS REPORT

LOA#

Quarterly Report #

Project Sponsors are requested to mail this report to the LACMTA PROJECT MANAGER.

Please submit Quarterly Progress Report with 60 days after the close of each quarter.

No later than November 30, February 28, May 31, and August 31.

### SECTION 1: GENERAL INFORMATION

PROJECT TITLE:

LOA#:

#### QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

☐

2011-2012

☐

2012-2013

☐

2013-2014

☐

2014-2015

☐

2015-2016

☐

2016-2017

Quarter :

☐

Q1: Jul - Sep

☐

Q2: Oct - Dec

☐

Q3: Jan - Mar

☐

Q4: Apr - Jun

(Attach photos of key components & milestones)

DATE SUBMITTED:

#### LACMTA MODAL CATEGORY:

☐

Freeway

☐

RSTI

☐

Signal Synchronization

☐

TDM

☐

Bicycle

☐

Pedestrian

☐

Transit

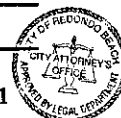
☐

TEA

<b>LACMTA Project Mgr.</b>	Name:	
	Project Mgr:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

<b>Project Sponsor Contact / Project Manager</b>	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	

C-1305-055





e-mail:

## SECTION 2: Quarterly PROGRESS REPORT

% of Project Budget Expended  
to Date

% of Project Completion

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

☐ On schedule per original LOA schedule

☐ Less than 12 months behind original schedule

☐ Between 12-24 months behind original schedule

☐ More than 24 months behind original schedule

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

☐ Yes

☐ No

☐ Not Applicable

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

☐ Yes

☐ No

☐ Not Applicable

List tasks or milestones accomplished and progress made this quarter.

C-1305-055



[REDACTED]

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

[REDACTED]

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

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



# Los Angeles Metropolitan Transportation Authority

## 2013 Federal Transportation Improvement Program (\$000)

TIP ID **LAF3502**

Implementing Agency **Redondo Beach, City of**

**Project Description:** Redondo Beach Bicycle Transportation Plan Implementation. Implement Class II and III bike facilities identified in the City of Redondo Beach's adopted Bicycle Transportation Plan. Approximately 2.1 centerline miles of bike lanes and 15.8 centerline miles of bike routes throughout the City of Redondo Beach.

SCAG RTP Project #: 1N104  
Is Model: NO Model #:  
PM: Robert Boardman - (310) 318-0661  
Email: robert.boardman@redondo.org  
LS: N LS GROUP#:  
Conformity Category: TCM

System: Local Hwy Route: Postmile: Distance: Phase: Engineering/Plans, Specifications and Estimates (PS&E) Completion Date 12/31/2014

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: DRAFT CATEGORICALLY EXEMPT - 09/30/2009

Toll Rate: Toll Cols Loc: Toll Method: Nov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region:

Program Code: NCN28 - BICYCLE FACILITY-NEW CTIPS ID: EA #: PPNO:

	PHASE	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
CMAQ - Congestion Mitigation Air Quality	PE				\$0					\$0
	RW				\$0					\$0
	CON				\$1,559					\$1,559
	<b>TOTAL</b>									
PC20 - Los Angeles County Proposition 20	PE				\$0					\$0
	RW				\$0					\$0
	CON				\$390					\$390
	<b>TOTAL</b>									
	<b>TOTAL PE: \$0</b>									
	<b>TOTAL RW: \$0</b>									
	<b>TOTAL CON: \$1,949</b>									

- General Comment: No significant change made.

- Modeling Comment: No significant change made.

- TCM Comment:

- Narrative: Project cost stays the same

Revise Funds Between Fiscal Years

CMAQ:

— Delete funds in 13/14 in CON for \$1,559

► Add funds in 14/15 in CON for \$1,559

PC20:

— Delete funds in 12/13 in CON for \$54

— Delete funds in 13/14 in CON for \$336

► Add funds in 14/15 in CON for \$390

Total project cost remains the same at \$1,949

Last Revised Adoption 13-00 - SCAG PENDING

Change reason: Carry Over, ENGINEERING CHAN

Total Cost **\$1,949**

**C-1305-055**



**ATTACHMENT E**  
**LIST OF DOCUMENTS TO BE SUBMITTED TO CALTRANS**  
**(FOR FEDERAL FUNDED PROJECTS)**

NOTE: Refer to the Local Assistance Procedure Manual (LAPM) for the Exhibits.

**Request for Authorization for Preliminary Engineering (PE)**

1. Copy of approved FTIP sheet.
2. Copy of LOA with LACMTA (only if RSTP, CMAQ, or Federal STIP funds are involved).
3. Field Review Form – Exhibit 7-B.
4. Preliminary Environmental Study Form (PES) – Exhibit 6-A.
5. A field review should be conducted at this stage and then the remaining documents could be submitted. During the field review all issues of the project such as Environmental & Right-of-Way (R/W) should be identified and addressed.
6. Request for Authorization to Proceed with PE – Exhibit 3-A.
7. Request for Authorization – Data Sheets – Exhibit 3-G.
8. Local Programs Agreement – Exhibit 4-A (only if the agency plans to begin invoicing for PE Phase prior to contract award).

NOTE: The portion of PE work done prior to authorization is ineligible for federal participation. The Master Agreement (if needed), Supplemental Agreement and PR2 will be initiated upon receiving Exhibit 4-A. Invoices will be accepted only after execution of all of these agreements. Caltrans Encroachment permit must be obtained before the Request to Proceed with Construction Phase if Caltrans R/W is involved.

**Request for Authorization for Utility Relocation**

1. Request for Authorization to Proceed with Utility Relocation – Exhibit 3-L.
2. Completed Project Prefix Checklist – Exhibit 3-E (if previously not submitted).
3. Finance Letter – Exhibit 3-F.
4. Request for Authorization – Data Sheets – Exhibit 3-G.
5. Local Programs Agreement Checklist – Exhibit 4-A (if not submitted previously).
6. Approved Environmental Document. (After the authorization, the following documents should be submitted).
7. Request for Specific Authorization: See Exhibit 14-A. (Utility relocation work can commence only after the approval of Specific Authorization).
8. Fully executed Utility Agreement.



**Request for Authorization for R/W Phase**

1. Request for Authorization to Proceed with R/W – Exhibit 3-B.
2. Completed Project Prefix Checklist – Exhibit 3-E (if previously not submitted).
3. Finance Letter – Exhibit 3-F.
4. Request for Authorization – Data Sheets – Exhibit 3-G.
5. Local Programs Agreement Checklist – Exhibit 4-A (if not submitted previously).
6. Approved Environmental Document (if not submitted previously).

**Request for Authorization for Construction**

1. Environmental Clearance Document.
2. R/W Certification – LAPM, Chapter 13.
3. PS&E Certification – Exhibit 12-C.
4. PS&E Checklist – Exhibit 12-D.
5. Request for Authorization to Proceed with Construction – Exhibit 3-C.
6. Project Prefix Checklist – Exhibit 3-E (if not previously submitted).
7. Preliminary Estimate.
8. Finance Letter – Exhibit 3-F.
9. Request for Authorization – Data Sheets – Exhibit 3-G.
10. Local Programs Agreement – Exhibit 4-A.

NOTE: The Local Agency shall not advertise the project until they receive the authorization to proceed with construction. Every local agency must also have Quality Assurance Program (QAP) – LAPM, Chapter 16.14, before advancing to Construction Phase. After a Program Supplemental Agreement, Exhibit 4-A, which includes all the phases of the project, will be mailed to the Local Agency.

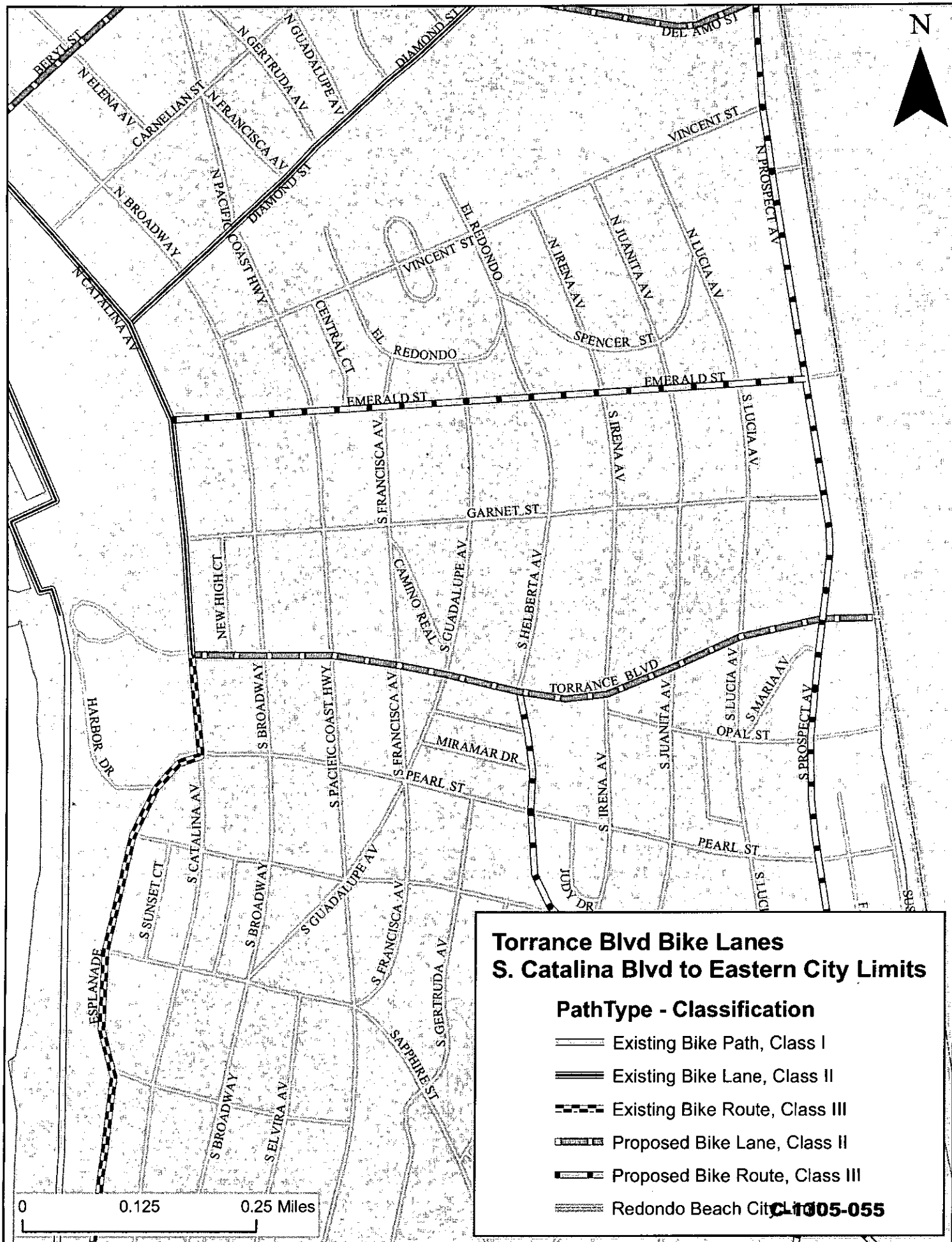


**ATTACHMENT F  
SPECIAL GRANT CONDITIONS**

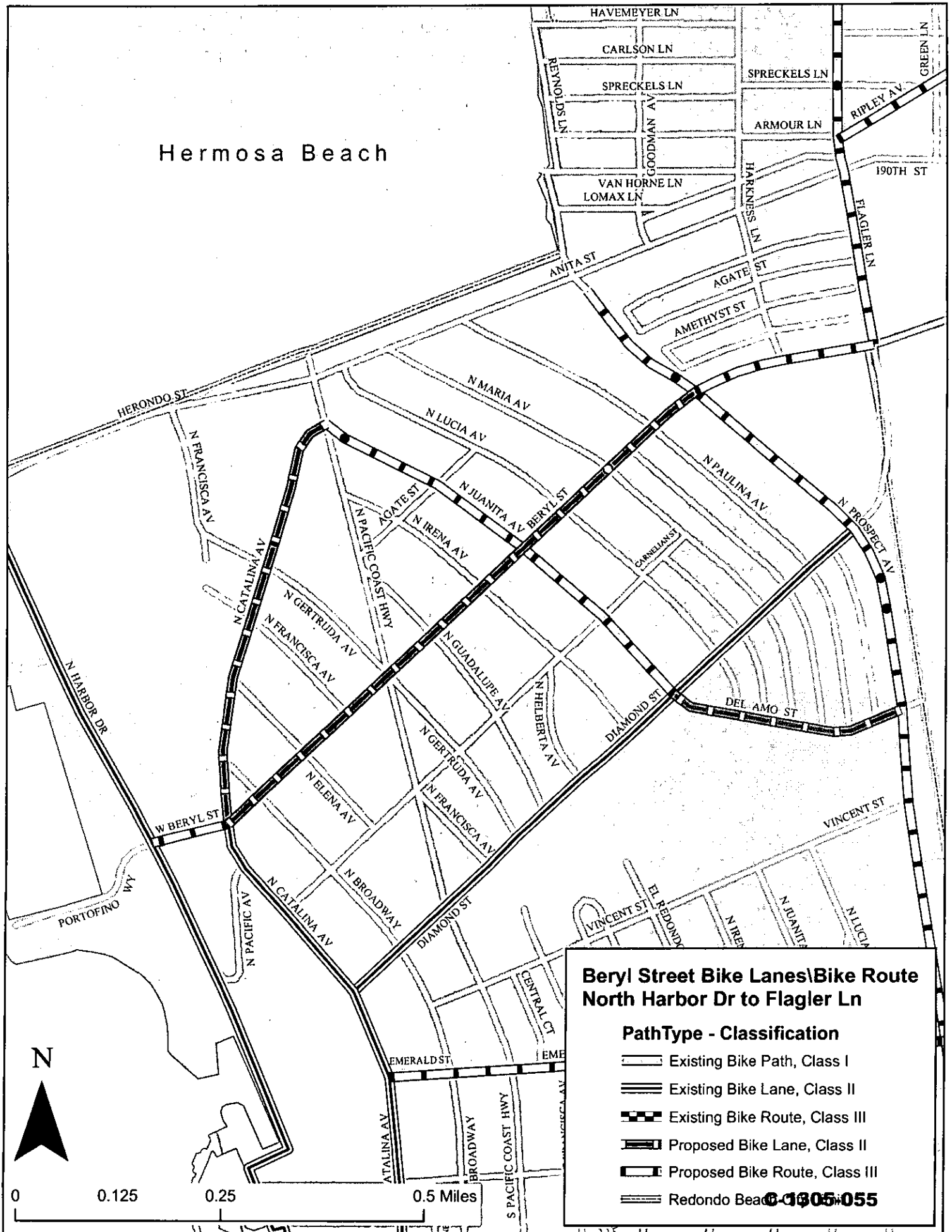
*The 2009 COUNTYWIDE CALL FOR PROJECTS Board Report 10 dated September 16, 2009 included various projects specific condition imposed by the LACMTA.*

Redondo Beach Bicycle Transportation Plan Implementation (Project F3502) will require sponsor to prepare a Project Completion Report to be provided to the MTA Bike Program Manager. The report must include a brief description of "lessons learned", a user survey and "before and after" bicycle counts taken on a mid-week day and weekend, excluding winter months. The "after" counts should not be taken until six (6) months after the completion of the project.

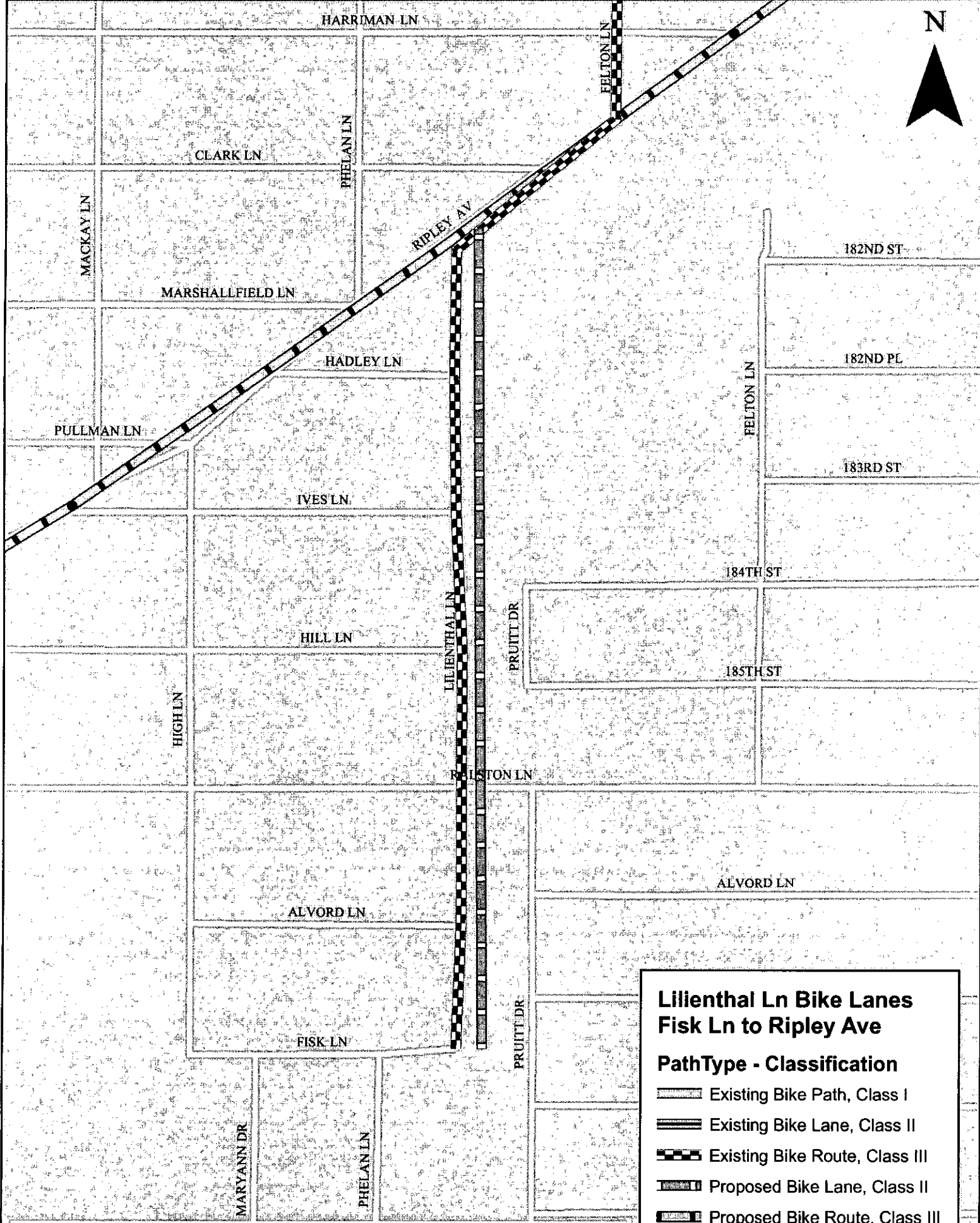




# Hermosa Beach











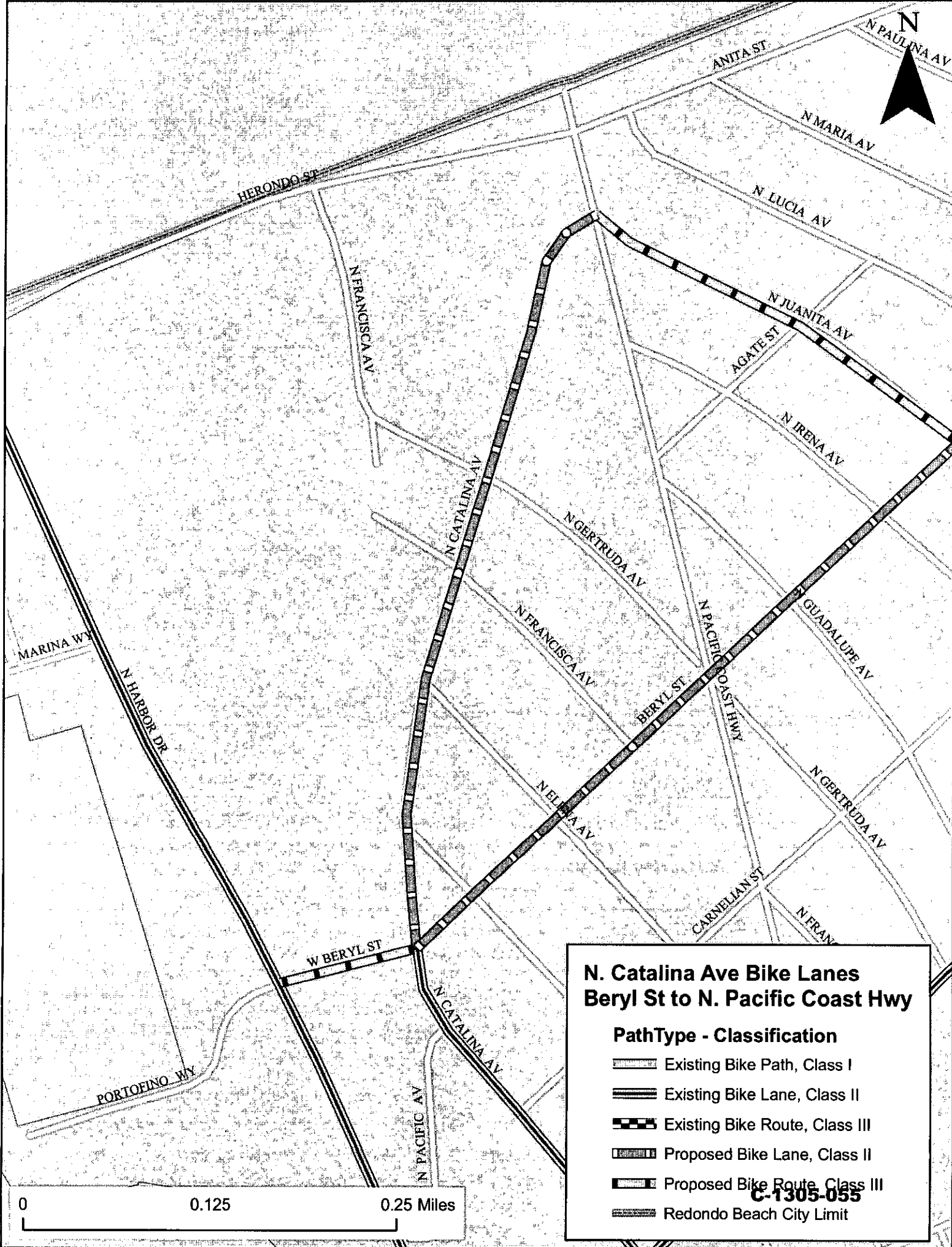


### Lilienthal Ln Bike Lanes Fisk Ln to Ripley Ave

#### PathType - Classification

-  Existing Bike Path, Class I
-  Existing Bike Lane, Class II
-  Existing Bike Route, Class III
-  Proposed Bike Lane, Class II
-  Proposed Bike Route, Class III
-  Redondo Beach City Limit

**C-1305-055**





# **S. Catalina Ave Bike Route Avenue I Bike Lanes Palos Verdes Blvd to Esplanade**

## **PathType - Classification**

- Existing Bike Path, Class I
- Existing Bike Lane, Class II
- Existing Bike Route, Class III
- Proposed Bike Lane, Class II
- Proposed Bike Route, Class III
- Redondo Beach City Limit

**C-1305-055**

