

Attachment 2**920000000F7506****CALL FOR PROJECTS AND MEASURE R
FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is made and entered into effective as of August 1, 2019 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Burbank ("GRANTEE") for the Chandler Bikeway Extension, LACMTA Call for Projects ID# F7506, Measure R Project ID# MR310.23, and FTIP# LAF7506 (the "Project").

WHEREAS, as part of the 2013 Call for Projects, the LACMTA Board of Directors, at its meeting on September 26, 2013, authorized a grant to GRANTEE, subject to the terms and conditions contained in this Agreement; and

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; and

WHEREAS, the LACMTA Board, at its April 27, 2017 meeting, programmed \$659,821 in Measure R Funds to GRANTEE for design and construction, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Funds for the Project are currently programmed as follows:

Call for Projects: \$743,160 in CMAQ funds in FY 2016-17 and \$1,896,124 in FY 2017-18.

Measure R: \$185,790 in Measure R funds in FY 2016-17 and \$474,031 in FY 2017-18.

The total designated funds for design and construction of the Project is \$3,299,105.

WHEREAS, LACMTA Board on July 25, 2019, desires to extend the lapsing date of Congestion Mitigation and Air Quality Program (CMAQ) Funds programmed for Fiscal Year (FY) 2016-17 to June 30, 2020.

NOW, THEREFORE, the parties hereby agree as follows:

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

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Reporting and Expenditure Guidelines
8. Attachment D-1 – Quarterly Progress/Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Caltrans Document List
11. Attachment G – Project Readiness Certification
12. Attachment H – Special Conditions
13. Attachment H-1 – Sustainable Design Elements Requirements Special Grant Conditions
14. Attachment I – Bond Requirements
15. 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 Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

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

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____ Date: 9/25/19
Deputy

GRANTEE:

CITY OF BURBANK

By: _____ Date: _____
~~RON DAVIS~~ Justin Hess
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Joseph H. McDougall
Sr. Asst. City Attorney

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): Chandler Bikeway Extension. LACMTA Call for Projects ID# F7506, Measure R Project ID# MR310.23, FTIP# LAF7506.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: CMAQ funds and Measure R funds. The CMAQ and Measure R funds together are referred to as "the Funds".
 - 2.2 To the extent the CMAQ funds are available, LACMTA programmed the CMAQ funds in the amount of \$2,639,284 for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 26, 2013, granted the CMAQ funds to GRANTEE for the Project. The CMAQ were programmed over two years, FY 2016-17 and FY 2017-18.
 - 2.3 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 \$659,821 for the Project. LACMTA Board of Directors' action of April 27, 2017 granted the Measure R funds for the Project and programmed the funds over two years, FY 2016-17 and FY2017-18.
3. The Funding Agency for CMAQ funds is CALTRANS. The Programming Agency for CMAQ funds is LACMTA.
4. The Funding Agency for Measure R funds is LACMTA. The Programming Agency for Measure R funds is LACMTA.
5. 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 granted by LACMTA and GRANTEE's local match requirement (the "GRANTEE Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
6. 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 Senior Executive Officer of Highway Program in writing. If the LACMTA's Senior Executive Officer of Highway Program 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 Agreement 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 Senior Executive Officer of Highway Program. Any change to the final milestone date must be made by a fully executed amendment to this Agreement.

7. GRANTEE shall complete the Project as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Attachment C. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 14. 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 Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-1. In no event can the final milestone date be amended by a Quarterly Progress Report.

8. The Measure R funds shall be paid on a reimbursement basis. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (Attachment D). GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report, the form which is attached as Attachment D-1. 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 Measure R Funds expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work.

9. The "FTIP PROJECT SHEET" 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 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. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. 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. LACMTA shall review and approve any changes GRANTEE makes to the FTIP prior to incorporating such changes in to the TIP.

10. Attachment F – The Caltrans Document List, which provides information about obligating RSTP/CMAQ funds, is attached to this Agreement as Attachment F for reference purposes only. These documents do not apply to the Measure R funds. 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>

11. An executed "Project Readiness Certification" is attached as Attachment G, which is evidence that GRANTEE can appropriately fund and staff the Project so that the Project can be completed in a timely manner.
12. The "Sustainable Design Elements Requirements Special Grant Conditions" is attached as Attachment H. GRANTEE shall comply with the Special Grant Conditions as set forth in Attachment H.
13. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, (iv) the Expenditure Plan, (v) the lapse date of the Funds or (vi) Special Grant Conditions, shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE.
14. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

LACMTA
One Gateway Plaza
Los Angeles, CA 90012
Attention: Michael Richmai
Mail Stop: 99-22-7
Phone: (213) 922-2558
Email: RichmaiM@metro.net

GRANTEE's Address:

City of Burbank
Planning and Transportation Division
150 N. Third St.
Burbank, CA 91502
Attention: Roy Choi
Phone: (818) 238-5290
Email: RChoi@burbankCA.gov

15. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Measure R 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 I 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 Measure R funds. With regard to LACMTA debt financing to provide any portion of the Measure R funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE AGREEMENT

1. TERM:

1.1. The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire 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; (iii) the final disbursement of the Funds has been made to GRANTEE; and (iv) LACMTA's receipt of CALTRANS' final voucher paid for the Project. All eligible Project expenses as defined in the Reporting Guidelines (Attachment D) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2. Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. ONE TIME GRANT: This is a one-time only grant of RSTP/CMAQ and Measure R funds subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

3. PAYMENT OF RSTP/CMAQ FUNDS: GRANTEE understands and agrees that LACMTA provides no RSTP/CMAQ funds under this Agreement and LACMTA shall have no responsibility or obligation to provide any RSTP/CMAQ funds for the Project. GRANTEE shall receive the RSTP/CMAQ funds directly from CALTRANS pursuant to a separate agreement with the CALTRANS. GRANTEE shall submit to CALTRANS the appropriate invoices in the form, manner, and schedule specified by the applicable requirements of CALTRANS. GRANTEE cannot be reimbursed for any cost incurred without prior authorization from CALTRANS. GRANTEE shall be subject to, and comply with, all applicable requirements of CALTRANS 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 Agreement shall be subject to the rules, regulations, and requirements of CALTRANS and LACMTA as the programming agency.

4. USE OF RSTP/CMAQ FUNDS:

4.1. GRANTEE shall utilize the RSTP/CMAQ 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 CALTRANS.

4.2. The RSTP/CMAQ funds, as programmed under this Agreement, can only be used towards the completion of the Scope of Work originally adopted by LACMTA unless modified by an amendment to this Agreement. GRANTEE shall also be subject to and comply with all applicable requirements of CALTRANS administering this Project.

5. REPORTING AND AUDIT REQUIREMENTS OF RSTP/CMAQ FUNDS:

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

5.2. GRANTEE shall comply with all CALTRANS compliance, pre-award and performance audit requirements as deemed necessary to assure that the RSTP/CAMQ 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 Agreement and to assure that funding expenditures conform to the terms of this Agreement. LACMTA shall have the same audit rights as CALTRANS to audit the Project.

5.3. GRANTEE shall submit the Quarterly Progress Report (Attachment D-1) 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, GRANTEE also shall submit photos of key components and milestones demonstrating Project progress or completion.

6. EXPENDITURE AND DISPOSITION OF FUNDS OF RSTP/CMAQ FUNDS:

6.1. The expenditure and disposition of the RSTP/CMAQ funds by GRANTEE shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of CALTRANS. GRANTEE shall not utilize the RSTP/CMAQ funds in any other way or on any project other than that specified in this Agreement and the applicable requirements of CALTRANS.

6.2. GRANTEE shall be responsible for any and all cost overruns for the Project.

6.3. GRANTEE shall be eligible for the RSTP/CMAQ funds up to the programmed amount specified in Part I, Section 2 of this Agreement subject to the terms and conditions contained herein and in all applicable requirements of CALTRANS.

6.4. Subject to the requirements and regulations of CALTRANS, and to the extent allowed by CALTRANS, any underruns to the funds shown in Attachment A shall be apportioned between LACMTA and GRANTEE in the same proportion as the Sources of Funds from each party to this Agreement as specified in Attachment A to this Agreement. Upon completion of the Project described in the Scope of Work and subject to the requirements and

regulations of CALTRANS, and to the extent allowed by CALTRANS, any unused obligation of the RSTP/CMAQ funds shall revert back to LACMTA for future programming at LACMTA's discretion.

6.5. The programming of the RSTP/CMAQ funds does not imply nor obligate any future funding commitment on the part of LACMTA or CALTRANS.

7. SOURCES AND DISPOSITION OF RSTP/CMAQ FUNDS:

7.1. The obligation for LACMTA to program the RSTP/CMAQ 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 Agreement shall be void and have no further force and effect, and LACMTA shall have no obligation to program the RSTP/CMAQ funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2. GRANTEE shall fully fund and contribute the GRANTEE 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, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8. USE OF MEASURE R FUNDS:

8.1. GRANTEE shall utilize the Measure R 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 Measure R Ordinance.

8.2. GRANTEE shall not use the Measure R funds to substitute for any other funds or projects not specified in this Agreement. Further, GRANTEE shall not use the Measure R funds for any expenses or activities beyond the approved Scope of Work (Attachment C). To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Measure R 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.

8.3. GRANTEE must use the Measure R 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. GRANTEE will also use Measure R funds in the most cost-effective manner when the Measure R funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

8.4. GRANTEE's employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection,

award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

9. **MEASURE R INVOICE BY GRANTEE:** Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of Measure R expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 10.1 of this Agreement, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

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

or

mail to:

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

All invoice material must contain the following information:

**Re: LACMTA Call for Projects ID# F7506, Measure R Project ID# MR310.23, and
FA # 92000000F7506**

Michael Richmai; Mail Stop 99-22-7

10. **DISBURSEMENT OF MEASURE R FUNDS:**

10.1. GRANTEE shall submit the Quarterly Progress/Expenditure Report (Attachment D-1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within 10 days of the due date and/or GRANTEE submits incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Report 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.

10.2. Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

10.3. LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements 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 http://www.metro.net/projects/call_projects/call_projects-reference-documents/.

10.4. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

10.5. GRANTEE shall demonstrate that the GRANTEE Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

10.6. Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 13.1 below are not eligible for reimbursement.

10.7. Any Measure R Funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

10.8. Commencing with the Effective Date, Measure R Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment C - Scope of Work. Measure R Funds for subsequent Project milestones will not be available until GRANTEE provides evidence that the current Project milestone has been completed, or is clearly on track to be completed on the approved schedule stated in Attachment C, as determined by LACMTA.

11. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS OF MEASURE R FUNDS

11.1. LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an 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 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 this Agreement and the Guidelines. GRANTEE's eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment D) and 2 CFR Subtitle A, Chapter II, Part 200. 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 Quarterly Progress/Expenditures Report 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). Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

11.2. 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") 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.

11.3. GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 11.1 and 11.2 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.

11.4. 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.

11.5. 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 Agreement.

11.6. In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Measure R funds and/or recommend not to award future Call for Projects grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Measure R funds or failure to return Measure R 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 Agreement and the Guidelines, including the access to records provisions of Part II, Section 11.

11.7. 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.

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

11.9. GRANTEE shall certify quarterly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

11.10. GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 FAR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

11.11. Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on GRANTEE's own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

12. SOURCES AND DISPOSITION OF MEASURE R FUNDS:

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

12.2. GRANTEE shall fully fund and contribute the GRANTEE 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, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

12.3. GRANTEE shall be responsible for any and all cost overruns for the Project.

12.4. GRANTEE shall be eligible for the Measure R funds up to the grant amount specified in Part I, Section 2 of this Agreement subject to the terms and conditions

contained herein. Any Measure R funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

12.5. At any time, if GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding.

12.6. If, at the time of final voucher, available 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 Agreement 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 Measure R funds at its sole discretion, including, without limitation, programming the unused Measure R funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Measure R 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.

13. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

13.1. GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the Agreement; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary

- engineering) must begin within six (6) months from the identified milestone start date; and
- d. For RSTP/CMAQ funds, GRANT must demonstrate evidence of timely use and obligation of RSTP/CMAQ funds programmed for the Project within the time period described in Part II, Section 13.1 of this Funding Agreement. Evidence of timely obligation will be an executed "Authorization To Proceed" document (Caltrans Version E-76).
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) obligating CMAQ funds granted under this Agreement for allowable costs within 36 months from July 1 of the Fiscal Year in which the funds are programmed. All Funds programmed for FY 2016-17 and FY 2017-18 are subject to lapse by June 30, 2020.
- (v) expending the Measure R Funds granted under this Agreement 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 the Agreement. Measure R funds programmed for FY 2016-17 are subject to lapse by June 30, 2021. Measure R funds programmed for FY 2017-18 are subject to lapse by June 30, 2022.

13.2. Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the Agreement. If the Project does not meet the milestone due dates as agreed upon in the Agreement, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the Agreement (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the Agreement, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) and (v) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the Agreement, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process.

13.3. Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the Agreement.

13.4. If GRANTEE does not complete one element of the Project, as described in the FTIP Project 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 that all the Funds are deobligated, this Agreement shall automatically terminate.

13.5. If GRANTEE fails to meet any of the conditions in Section 13.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.

14. DEFAULT: A Default under this Agreement is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

15. REMEDIES:

15.1. 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 Agreement; (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.

15.2. Effective upon receipt of written notice of termination from LACMTA pursuant to Section 15.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

15.3. 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.

16. COMMUNICATIONS:

16.1. GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

16.2. 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 Recipient Communications Guidelines.

16.3. The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

16.4. 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.

16.5. The LACMTA Project Manager shall be responsible for monitoring GRANTEE's 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.

17. OTHER TERMS AND CONDITIONS:

17.1. This Agreement, along with its Attachments, the Guidelines, and the applicable requirements of CALTRANS, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement 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.

17.2. 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 Agreement, or the applicable requirements of Caltrans, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

17.3. Neither LACMTA nor any subsidiary or their respective directors, officers, agents, 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 or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay

such claim. The obligations set forth in this section shall survive termination of this Agreement.

17.4. 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 Agreement.

17.5. GRANTEE shall comply with and insure that work performed under this Agreement 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.

17.6. GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

17.7. GRANTEE shall not assign this Agreement, 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 at the option of LACMTA.

17.8. This Agreement shall be governed by California law. If any provision of this Agreement 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.

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

17.10. If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if GRANTEE ceases to use the software/ITS for public purposes or GRANTEE 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 GRANTEE reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

17.11. If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is 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, also see http://www.metro.net/projects/call_projects/.

17.12. If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see 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 http://www.metro.net/projects/call_projects/.

17.13. GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was initially approved. The Project right-of-way and the Project facilities constructed or reconstructed on the Project site, and/or Project real property purchased to implement the Project, 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. The obligations set forth in this section shall survive termination of this Agreement.

17.14. If GRANTEE desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, GRANTEE must obtain LACMTA's written consent prior to purchasing or leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

17.15. If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, GRANTEE will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

17.16. If any Project facilities or any real property purchased to implement the Project is no longer used for the use as originally stated in the Scope of Work or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

17.17. If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding

the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain LACMTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

17.18. GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

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

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

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

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

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

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

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

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

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

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

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

Section b (3) B

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

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

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

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

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

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

(2) The reason for the proposed amendment.

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

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

Funding Agreement# 92000000F7506
 CFP# F9511, Measure R# 310.23
 Project Title: Chandler Bikeway Extension
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:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CMAQ FUNDS:									
PAED			\$26,437	\$26,437					\$52,874
PS&E		\$57,595	\$57,595	\$57,595	\$57,595	\$57,595	\$57,595	\$57,595	\$403,163
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total CMAQ	\$0	\$57,595	\$84,032	\$84,032	\$57,595	\$57,595	\$57,595	\$57,595	\$456,037
SUM PROG LACMTA FUNDS:	\$0	\$57,595	\$84,032	\$84,032	\$57,595	\$57,595	\$57,595	\$57,595	\$456,037
OTHER FUNDING:									
LOCAL: LACMTA Measure R Hwy Funds									
PAED			\$6,609	\$6,609					\$13,218
PS&E		\$14,399	\$14,399	\$14,399	\$14,399	\$14,399	\$14,399	\$14,399	\$100,791
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total LOCAL	\$0	\$14,399	\$21,008	\$21,008	\$14,399	\$14,399	\$14,399	\$14,399	\$114,009
STATE:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM OTHER FUNDS :	\$0	\$14,399	\$21,008	\$21,008	\$14,399	\$14,399	\$14,399	\$14,399	\$114,009
PROJECT FUNDING FY19-20 and FY20-21	\$0	\$71,993	\$105,039	\$105,039	\$71,993	\$71,993	\$71,993	\$71,993	\$570,046

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

Funding Agreement# 92000000F7506
 CFP# F9511, Measure R# 310.23
 Project Title: Chandler Bikeway Extension
PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CMAQ FUNDS:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction			\$363,875	\$363,875	\$363,875	\$363,875	\$363,875	\$363,875	\$2,183,247
Total CMAQ	\$0	\$0	\$363,875	\$363,875	\$363,875	\$363,875	\$363,875	\$363,875	\$2,183,247
SUM PROG LACMTA FUNDS:	\$0	\$0	\$363,875	\$363,875	\$363,875	\$363,875	\$363,875	\$363,875	\$2,183,247
OTHER FUNDING:									
LOCAL: LACMTA Measure R Hwy Funds									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction			\$90,969	\$90,969	\$90,969	\$90,969	\$90,969	\$90,969	\$545,812
Total LOCAL	\$0	\$0	\$90,969	\$90,969	\$90,969	\$90,969	\$90,969	\$90,969	\$545,812
STATE:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM OTHER FUNDS:	\$0	\$0	\$90,969	\$90,969	\$90,969	\$90,969	\$90,969	\$90,969	\$545,812
PROJECT FUNDING FY21-22 and FY22-23	\$0	\$0	\$454,843	\$454,843	\$454,843	\$454,843	\$454,843	\$454,843	\$2,729,059
SUMMARY OF ALL FUNDS									
PAED	\$0	\$0	\$33,046	\$33,046	\$0	\$0	\$0	\$0	\$66,092
PS&E	\$0	\$71,993	\$71,993	\$71,993	\$71,993	\$71,993	\$71,993	\$71,993	\$503,953
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$454,843	\$454,843	\$454,843	\$454,843	\$454,843	\$454,843	\$2,729,059
TOTAL MILESTONES	\$0	\$71,993	\$559,883	\$559,883	\$526,837	\$526,837	\$526,837	\$526,837	\$3,299,105
SUM PROG LACMTA FUNDS	\$0	\$57,595	\$447,906	\$447,906	\$421,469	\$421,469	\$421,469	\$421,469	\$2,639,284
SUM OTHER FUNDS	\$0	\$14,399	\$111,977	\$111,977	\$105,367	\$105,367	\$105,367	\$105,367	\$659,821
TOTAL PROJECT FUNDING	\$0	\$71,993	\$559,883	\$559,883	\$526,837	\$526,837	\$526,837	\$526,837	\$3,299,105

ATTACHMENT C

SCOPE OF WORK

Project Title: Chandler Bikeway Extension.

Project Location:

The project corridor is located in the City of Burbank on Chandler Blvd, Victory Blvd, and Cypress Ave. between Mariposa Street and the Burbank Channel.

Project Limits:

Along Chandler Blvd. from Mariposa St. to Victory Blvd., on Victory Blvd. from Chandler Blvd. to Cypress Ave., and on Cypress Ave. from Victory Blvd. to the Burbank Channel.

Project Description:

The City of Burbank will construct bike paths on the following segments:

Chandler Blvd – from Mariposa St. to Lomita St.

- Extend the existing bikeway/sidewalk at Mariposa St. eastward to Lomita St. with a Class I bikeway. Install a crosswalk across Mariposa St.

Chandler Blvd – from Lomita Street to Victory Blvd

- Widen parkway/sidewalk on south side of Chandler Blvd. and construct a Class I or Class IV raised protected bikeway.

Victory Blvd to the Burbank Channel

- Construct a raised protected Class I or Class IV bikeway on Victory Blvd from Chandler Blvd. to Cypress Ave.
- Reconstruct existing parkway/sidewalk on City right-of-way to accommodate a Class I or Class IV bikeway on Cypress Ave. from Victory Blvd. to the Burbank Western Channel.
- Install new traffic signal at Victory Blvd. and Cypress Ave.

Project Funding:

Project Item	LACMTA CMAQ	LACMTA Measure R	TOTAL
Planning, Design, Engineering	\$456,037	\$114,009	\$570,046
Construction	\$2,183,247	\$545,812	\$2,729,059
TOTAL BUDGET	\$2,639,284	\$659,821	\$3,299,105

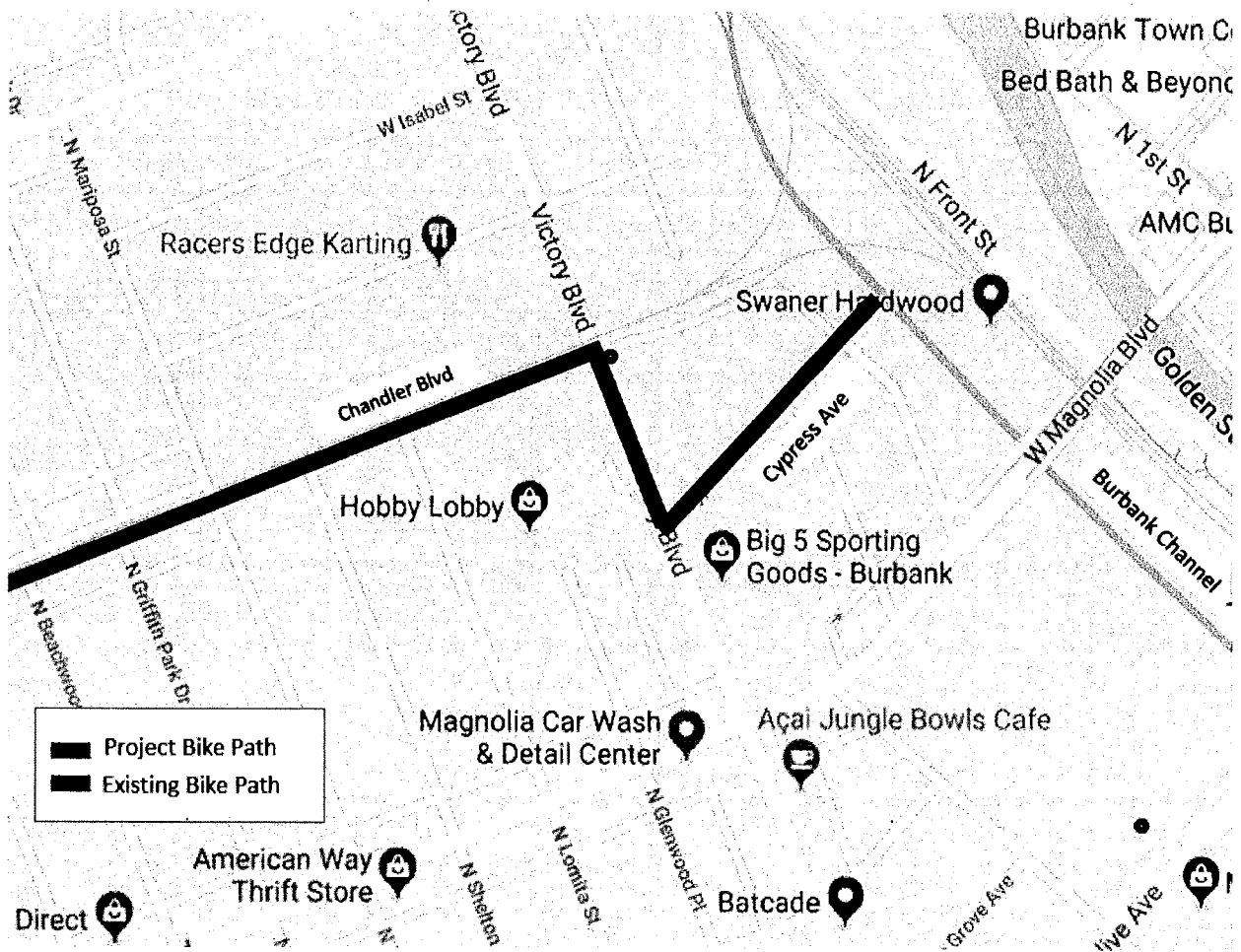
Estimated Project Costs:

Item #	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.	PA&ED/PS&E	n/a	n/a	n/a	\$432,353
2.	Project Administration	n/a	n/a	n/a	\$264,369
3.	Marketing	n/a	n/a	n/a	\$5,508
4.	Construction:	n/a	n/a	n/a	
4.1.	Earthwork & Removals				\$168,243
4.2.	Path Construction				\$839,614
4.3.	Drainage				\$25,776
4.4.	Traffic				\$572,800
4.5.	Signage				\$20,048
4.6.	Striping				\$8,807
4.7.	Landscaping				\$209,788
4.8.	Electrical				\$107,400
4.9.	Environmental Phase III Remediation				\$644,399
	Total Construction	n/a	n/a	n/a	\$2,596,875
	Grand Total	n/a	n/a	n/a	\$3,299,105

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

Activity	Begin	End	Duration
Execute FA	Mar 2019	Jul 2019	5 mos
Contractor or Caltrans Field Review (submit Caltrans forms)/Request to Proceed to Design, Caltrans issues Notice to Proceed/ Program Supplement Agreement E76 for Design	May 2019	Aug 2019	4 mos
Consultant Selection for PA&ED/PS&E	Aug 2019	Oct 2019	3 mos
Begin PA&ED/PS&E	Nov 2019		n/a
PES/Env. Clearance. Permits/Design Review	Jan 2020	May 2020	5 mos
Completion of Plans, Specs, and Estimates (Final Design)	Nov 2019	Apr 2021	18 mos
Right-of-Way Acquisition / Certification	Mar 2020	Nov 2020	9 mos
Prepare Construction Bid Package	May 2021	June 2021	2 mos
Request to Proceed to Construction, Caltrans issues Notice to Proceed/Agreement E76 for Construction	July 2021	Oct 2021	4 mos
Advertise Bid & Award Construction	Nov 2021	Feb 2022	4 mos
Construction	Mar 2022	Apr 2023	14 mos
Report of Completion/ Project Close out	May 2023	June 2023	2 mos

Project Map:



FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

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

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

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) is considered ineligible and will not be reimbursed by the LACMTA unless prior written authorization has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless written authorization has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

**LACMTA FA CALL FOR PROJECTS-MEASURE R
ATTACHMENT D-1
QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000F7506
Quarterly Report #	

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

or by mail to Los Angeles County Metropolitan Transportation Authority
Accounts Payable, P. O. Box 512296, Los Angeles, CA 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 CMAQ	LACMTA MEASURE R	TOTAL
Project Quarter Expenditure			
This Quarter Expenditure			
5% Retention Measure R			
Net Invoice Amount (Less Retention)			
Project-to-Date Expenditure			
Funds Expended to Date (Include this Quarter)			
Total Project Budget			
% of Project Budget Expended to Date			
Balance Remaining			

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2018-2019 2019-2020 2020-2021
 2021-2022 2022-2023 2023-2024

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

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

RSTI Pedestrian Signal Synchronization
 TDM Bicycle Goods Movement
 Transit

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

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

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

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

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

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

2. PROJECT COMPLETION

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

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

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

- Yes
 No
 Not Applicable

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

- Yes
 No
 Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

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

5. ACTION ITEMS TO RESOLVE DELAY

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

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, 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 / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
TOTAL				

- Notes:**
1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
 2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to
 Accounts Payable at 213-922-6107.

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

Signature

Date

Name

Title

**Los Angeles Metropolitan Transportation Authority
2019 Federal Transportation Improvement Program (\$000)**

TIP ID LAF7506		Implementing Agency Burbank, City of	
Project Description: CHANDLER BIKEWAY EXTENSION: (1) Implement Class 1 bike/pedestrian path (0.5mi) on the Chandler ROW from Mariposa to the San Fernando Bikeway. (2) Install high-visibility crosswalks at intersections and wayfinding signage.			
		SCAG RTP Project #: 101007 Study: N/A Is Model: NO Model #:	
		LS: N LS GROUP#: Conformity Category: NON REPORTABLE TCM COMMITED	
System: Local Hwy Route: Postmile: Distance: Phase: Contract/Project Award		Completion Date 06/30/2023	
Lane # Extd: Lane # Prop: Imprv Desc:		Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 09/01/2018	
Toll Rate: Toll Colc Loc: Toll Method: Hov acs eg loc:		Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: San Fernando Valley/North County Area CTIPS ID: EA # PPNO:	
Program Code: NCN25 - BICYCLE & PEDESTRAIN FACILITIES-NEW Stop Loc:			
	PHASE	PRIOR	18/19 19/20 20/21 21/22 22/23 23/24 BEYOND PROG TOTAL
	PE		
	RW		
	CON		
	SUBTOTAL		
CITY - City Funds	PE		\$114 \$0 \$114
	RW		\$0 \$0 \$0
	CON		\$0 \$546 \$546
	SUBTOTAL		\$114 \$546 \$660
CMAQ - Congestion Mitigation Air Quality	PE		\$456 \$0 \$456
	RW		\$0 \$0 \$0
	CON		\$0 \$2,183 \$2,183
	SUBTOTAL		\$456 \$2,183 \$2,639
TOTAL PE: \$570		TOTAL RW: \$0	
		TOTAL CON: \$2,729	
<ul style="list-style-type: none"> - General Comment: Changes made to match programmed funding in LOA and to match Metro Board approved grant award. - Modeling Comment: The original scope (project alignment) was amended to address feasibility issues. - TCM Comment: The original scope (project alignment) was amended to address feasibility issues. - Narrative: PROJECT CHANGES (FROM PREVIOUS VERSION): 			
Changed Project Completion Date: - from "01-JUL-21" to "30-JUN-23"			
Changed Current Implementation Status: - from "Engineering/Plans, Specifications and Estimates (PS&E)" to "Contract/Project Award"			
CITY - City Funds ▶ Delete funds in FY 18/19 in PE for \$80 ROW for \$117 ▶ Add funds in FY 20/21 in CON for \$546 + Increase funds in FY 19/20 in PE from \$0 to \$114 - Decrease funds in FY 19/20 in CON from \$463 to \$0			
CMAQ - Congestion Mitigation Air Quality ▶ Delete funds in FY 18/19 in PE for \$321 ROW for \$467 ▶ Add funds in FY 20/21 in CON for \$2,183 + Increase funds in FY 19/20 in PE from \$0 to \$456 - Decrease funds in FY 19/20 in CON from \$1,851 to \$0 Total project cost stays the same \$3,299			
Last Revised Amendment 19-11 - Submitted		Change reason: COST CHANGE AND SCHEDULE Total Cost \$3,299	

ATTACHMENT F**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/FA 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.



CITY OF BURBANK
COMMUNITY DEVELOPMENT DEPARTMENT

150 North Third Street, P.O. Box 6459, Burbank, California 91510-6459

www.burbankca.gov

LOA Attachment G

PROJECT READINESS CERTIFICATION

As part of the 2013 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE or Project Sponsor for the Chandler Bikeway Extension (the "Project").

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

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

Signature

Date

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

Date of Adoption
6/6/17

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

Metro Grant Amount	Local Match Amount	Total Project Cost
\$2,639,284	\$659,821	\$3,299,105

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

ADMINISTRATION	BUILDING	HOUSING, ECONOMIC DEVELOPMENT & SUCCESSOR AGENCY	PLANNING	SECTION 8 & CDBG	TRANSPORTATION
818.238.5176	818.238.5220	818.238.5180	818.238.5250	818.238.5160	818.238.5270

Staff Name	Job Title	% Project Responsibility
David Kriske	Assistant Community Development Director, Transportation Division	15%
Roy Choi	Senior Planner, Transportation Division	85%

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

Project Lapse Date: June 30, 2020

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

Date of Governing Authority Approval

(Submit Governing Authority Clerk stamped agenda/minutes)

city of

BURBANK

california

capital improvement program budget

2017 ▶ 2018

www.BurbankCA.gov



**CITY OF BURBANK
FISCAL YEAR 2017-18
ADOPTED CAPITAL IMPROVEMENT PROGRAM**

CITY COUNCIL

Will Rodgers, Mayor
Emily Gabel-Luddy, Vice-Mayor

Bob Frutos
Council Member

Jess Talamantes
Council Member

Sharon Springer
Council Member

ELECTED OFFICIALS

Debbie Kukta, City Treasurer
Zizette Mullins, City Clerk

APPOINTED OFFICIALS

Ron Davis, City Manager
Amy Albano, City Attorney

MANAGEMENT TEAM

Justin Hess, Assistant City Manager
Jorge Somoano, Burbank Water & Power General Manager
Patrick Prescott, Community Development Director
Cindy Giraldo, Financial Services Director
Tom Lenahan, Fire Chief
Anthony Moore, Information Technology Director
Elizabeth Goldman, Library Services Director
Betsy McClinton, Management Services Director
Judie Wilke, Park, Recreation & Community Services Director
Scott LaChasse, Police Chief
Marnell Gibson, Public Works Director

CIP PREPARATION STAFF

Jennifer Becker, Deputy Financial Services Director
Leana Mkrtyan, Budget Manager
Joy Escalante, Sr. Administrative Analyst
Meri Young, Administrative Analyst

Special thanks to Michael Carson for GIS maps

(The compilation of this document would not have come to fruition without significant input from several other departmental personnel.)

SUMMARY OF PROJECTS BY CATEGORY FY 2017-18



Page	Project	Dept	Prior Year Approp.	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected	FY 20-21 Projected	FY 21-22 Projected	Future Years	Unfunded Component	Estimated Project Total
HOUSING & ECONOMIC DEVELOPMENT											
A-1	Affordable Housing Program	CDD	49,630,523	1,095,417							50,725,940
HOUSING & ECONOMIC DEVELOPMENT TOTALS			\$49,630,523	\$1,095,417							\$50,725,940

MUNICIPAL FACILITIES											
B-1	Administrative Services Building Drainage	PW	325,000								325,000
B-2	Annual Roof Repair/Replacement	PW	1,118,000	208,000						2,500,000	3,826,000
B-3	Burbank Central Library Design Concepts	LB	275,000								275,000
B-4	Catch Basin Trash Excluders	PW	250,000								250,000
B-5	Central Library HVAC	LB		380,000							380,000
B-6	City Door Replacement	PW		35,000	35,000	35,000	35,000	35,000			175,000
B-7	City Yard Services Building	PW	4,150,000	1,000,000							5,150,000
B-8	Courthouse Elevator Repair	PW	261,037								261,037
B-9	Debris Basin Cleaning	PW	415,689								415,689
B-10	Downtown Metro Stat. Elevator Overhaul	PW	660,000								660,000
B-11	Facility Security Enhancements	PW	100,000	300,000	100,000	100,000	100,000	100,000			800,000
B-12	HVAC Repair/Replacement	PW	1,488,848	225,000						2,000,000	3,713,848
B-13	Orange Grove Parking Structure Repairs	PW	420,000								420,000
B-14	Parking Structure Security Cameras	PW		300,000						1,500,000	1,800,000
B-15	Plumbing Infrastructure Replacement	PW		40,000	40,000	40,000	40,000				160,000
B-16	Police/Fire HQ Flooring	PW	350,000		300,000						650,000
B-17	Uninterrupted Power Source Replacement	PW		50,000	50,000	50,000	50,000	40,000			240,000
MUNICIPAL FACILITIES TOTALS			\$9,813,574	\$2,538,000	\$525,000	\$225,000	\$225,000	\$175,000		\$6,000,000	\$19,501,574

PARKS & RECREATION											
C-1	Baseball Field Bleacher Shade Structure	PRCS	102,700	10,000	10,000	10,000	10,000	10,000			152,700
C-2	Brace Canyon Park Restroom Renovation	PRCS	275,546								275,546
C-3	Burbank HS Lighting Improvements	PRCS	106,950								106,950
C-4	Community Garden	PRCS	125,000								125,000
C-5	Drinking Fountain Improvements	PRCS	150,000	50,000	50,000	50,000	50,000	50,000	50,000		450,000
C-6	Earthwalk Park Play Equipment	PRCS	350,000								350,000
C-7	Functional Art Installation	PRCS	100,000								100,000
C-8	Gym Floor Resurfacing	PRCS		10,000	10,000	10,000	10,000	10,000	10,000		60,000
C-9	Joslyn Restroom Renovation	PRCS	358,762								358,762
C-10	Lincoln Park Play Equipment	PRCS	250,000								250,000
C-11	Maxam Park Play Equipment	PRCS		250,000							250,000
C-12	Maxam Park Restroom Project	PRCS		350,000							350,000
C-13	McCambridge Recreation Center Gym	PRCS	42,582								42,582
C-14	McCambridge Park War Memorial	PRCS		200,000							200,000
C-15	Mountain View Play Equipment	PRCS	300,000								300,000
C-16	Picnic Facility Improvements	PRCS	120,000	20,000	20,000	20,000	20,000	20,000			220,000
C-17	Ralph Foy Park Play Equipment	PRCS	300,000								300,000
C-18	Robert E. Lundigan Park Play Renovation	PRCS		317,500							317,500
C-19	Schafer Baseball Field Improvements	PRCS	76,000								76,000
C-20	Starlight Bowl Improvements	PRCS	447,000							17,314,342	17,761,342
C-21	Stough Starlight Fiber Project	PRCS		30,000							30,000
C-22	Tennis Center Improvements	PRCS	20,000								20,000
C-23	Tennis Center Pergola	PRCS	80,000								80,000
C-24	Valley Park Restroom Renovation	PRCS	300,000								300,000
C-25	Verdugo Park Play Equipment	PRCS	300,000								300,000
C-26	Verdugo Park Restroom Renovation	PRCS	250,000								250,000
C-27	Verdugo Recreation Log Cabin Repairs	PRCS		75,000							75,000
C-28	Vickroy Park Play Equipment	PRCS	300,000								300,000
C-29	Walk of Fame	PRCS		50,000							50,000
PARK & RECREATION TOTALS			\$4,354,540	\$1,362,500	\$90,000	\$90,000	\$90,000	\$90,000	\$60,000	\$17,314,342	\$23,451,382

REFUSE COLLECTION & DISPOSAL											
D-1	Recycle Center Warehouse Improvements	PW	1,086,200	350,000							1,436,200
REFUSE COLLECTION & DISPOSAL TOTALS			\$1,086,200	\$350,000							\$1,436,200

TRAFFIC, TRANSPORTATION & PEDESTRIAN ACCESS											
E-1	Alameda/Oak Neighborhood Protec. Plan	CDD	1,160,558								1,160,558
E-2	Bridge Maintenance Repairs	PW	2,987,000								2,987,000
E-3	Buena Vista St. Adaptive Signal Control	PW	274,400								274,400
E-4	Buena Vista St./Olive Ave. Intersection	CDD		50,000	210,000						260,000
E-5	Buena Vista/Vanowen Quiet Zone	PW		529,375							529,375
E-6	Burbank Ch. Bikeway Reg. Gap Closure	CDD	4,384,000								4,384,000
E-7	Burbank Traffic Responsive Signal System	PW		679,460							679,460
E-8	Burbank Traveler Information System	PW	73,192	814,833							888,025
E-9	Chandler Bikeway Extension	CDD		401,231	583,837	2,314,037					3,299,105
E-10	Glenoaks Bi Arterial & First St. Signal Imp.	PW		600,000	1,300,000						1,900,000
E-11	Interstate-5 Corridor Signal Improvements	PW		800,000							800,000
E-12	Interstate-5 HOV/ Empire Interchange	CDD	3,523,263	200,000	100,000						3,823,263
E-13	Interstate-5 Mitigation Empire/Buena Vista	CDD	2,008,334	666,667	666,667	658,332					4,000,000
E-14	Interstate-5 Mitigation Empire Interchange	CDD		668,000							668,000
E-15	Interstate-5 Mitigation Leland Way	CDD	719,806	30,194	30,194						780,194

**City of Burbank Project Information Sheet
FY2017-18
Traffic, Transportation and Pedestrian Access**

Project Name	Chandler Bikeway Extension	FY2017-18 Appropriation	\$401,231
Department	Community Development	Project Status	New
Account Number	127 CD33A 70002_0000 P22702	Project Priority	2
	127 CD33A 70002_0000 P22702		

PROJECT DESCRIPTION AND JUSTIFICATION

The Chandler Bikeway Extension Project will extend the Chandler Bikeway from its current eastern terminus at Chandler Boulevard at Mariposa Street to the future San Fernando Bikeway along the Western Burbank Channel. The completion of this project will help to close the gap between two regionally significant class-I bikeways and will provide pedestrian and bicycle connectivity to the City's Downtown Burbank Metrolink Station.

PROJECT FUNDING AND EXPENDITURE DETAIL

	Prior Years	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22	Future Years	TOTALS
Funding Sources								
Measure R Highway Operations		80,197	116,792	462,832				659,821
Metro Grant		321,034	467,045	1,851,205				2,639,284
Totals		\$401,231	\$583,837	\$2,314,037				\$3,299,105
Expenditures								
Construction				1,157,019	1,157,019			2,314,038
Engineering-CIP		120,369						120,369
Engineering and Design		280,862						280,862
Right of Way			583,837					583,837
Totals		\$401,231	\$583,837	\$1,157,019	\$1,157,019			\$3,299,106

PROJECT STATUS UPDATE

Preliminary engineering and environmental impact study phase is underway.

Forecasted Project Completion Date: December 2021

On-going Operating & Maintenance Impact: Routine pavement, landscaping and other maintenance costs. The exact dollar amount will be determined as part of the design process.

Project Manager: Roy Choi , Senior Planner, Transportation

ATTACHMENT H SPECIAL GRANT CONDITIONS

The 2013 COUNTYWIDE CALL FOR PROJECTS Board Report No. 13 dated September 26, 2013 included various projects specific condition imposed by the LACMTA.

Project Sponsor will be required to comply with the California Highway Design Manual, the Manual of Uniform Traffic Control Devices California Supplement, and Americans with Disabilities Act. Project Sponsor is also required to reference the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide (2011), and Bicycle Parking Guidelines 2nd Edition, Association of Pedestrian and Bicycle Professionals (2010).

Project Sponsor will be required to prepare and submit a Project Completion Report to the LACMTA Bike Program Manager. The report must include a brief description of “lessons learned” and “before and after” bicycle and pedestrian counts taken on a mid-weekday and weekend, excluding winter months, and supporting photos and graphics. The “after” counts should not be taken until six (6) months after the completion of the project. Additional details regarding methodology for conducting counts will be provided to Project Sponsor prior initiation of the project.

Project Sponsor will also be required to coordinate with and seek input from Metro Planning and Operations, Santa Monica Big Blue Bus, and Culver CityBus on any impacts to transit service as necessary.

**ATTACHMENT H-1
SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS
SPECIAL GRANT CONDITIONS**

1. Grantee shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:
 - a. Grantee shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Grantee shall be responsible for contacting the LACMTA Sustainability Policy Manager.
 - b. Grantee shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:
 1. A list of the sustainable design elements which will be included in the Project.
 2. A summary description of mitigation measures committed through project environmental review.
 3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Grantee desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Grantee intends to use.
 4. A description of how Grantee will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

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

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

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

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

ATTACHMENT I BOND REQUIREMENTS

The provisions of this Attachment I apply only if and to the extent some or all of the Measure R funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Measure R funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. 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 Measure R 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 Measure R 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 I and notify LACMTA of such designations.