

## MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT

This Funding Agreement (“FA”) is made and entered into effective as of June 1, 2022 (“Effective Date”), and is by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and City of Carson (“GRANTEE”) for Carson Circuit: Fashion Outlet Regional Transit Center, LACMTA Project ID# MR524.02 and FTIP# LA9919119, (the “Project”). This Project is eligible for funding under Line 17A of the Measure R Expenditure Plan.

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

WHEREAS, LACMTA Board, at its July 22, 2021 meeting, approved an amendment to the Ordinance, which added a program of transit projects in the Measure R South Bay Transit Investment Program.

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

WHEREAS, the LACMTA Board, at its September 23, 2021 meeting, programmed \$3,525,000, in Measure R Funds to GRANTEE for Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$1,380,000 in Measure R Funds in Fiscal Years (FY) 2021-22; and \$2,145,000 in Measure R funds in FY 2022-23. The total designated for PAED, PS&E, ROW, and Construction of the Project is **\$3,525,000**.

NOW, THEREFORE, the parties hereby agree as follows:

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

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

11. Attachment F – Bond Requirements
12. Attachment G – Special Grant Conditions
13. Any other attachments or documents referenced in the above documents

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

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stephanie N. Wiggins  
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By: \_\_\_\_\_ Date: 11/15/2022  
  
Deputy

GRANTEE:

City of Carson, a California Charter City

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lula Davis-Holmes  
Mayor

ATTEST:

By: \_\_\_\_\_  
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sunny K. Soltani  
City Attorney

**PART I**  
**SPECIFIC TERMS OF THE FA**

1. Title of the Project (the "Project"): Carson Circuit: Fashion Outlet Regional Transit Center – Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction. LACMTA Project ID# MR524.02, FTIP# LA9919119.
2. Grant Funds:
  - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
  - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$3,525,000 (the "Fund") for the Project. LACMTA Board of Directors' action of September 23, 2021 granted the Measure R Funds for the Project. The Funds are programmed over two years for Fiscal Years (FY) 2021-22, and FY 2022-23.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold **five percent (5%)** of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Chief Planning Officer in writing. If the LACMTA's Chief Planning Officer concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule

consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if applicable. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE'S ability to 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-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

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

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

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds') to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with

progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

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

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Annie Chou  
LACMTA Project Manager  
Mail Stop 99-23-3  
Phone (213) 418-3453  
E-mail [choua@metro.net](mailto:choua@metro.net)

14. GRANTEE's Address:

City of Carson  
701 E. Carson St.  
Carson, CA 90745  
Gilbert Marquez  
Phone: 310-952-1700 ext. 1813  
Email: [gmarquez@carsonca.gov](mailto:gmarquez@carsonca.gov)

**PART II**  
**GENERAL TERMS OF THE FA**

1. **TERM**

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

2. **SUSPENSION OR TERMINATION**

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

3. **INVOICE BY GRANTEE**

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

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

or

mail to:

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

All invoice material must contain the following information:

Re: LACMTA Project ID# MR524.02 and FA# FA9200000000MR52402  
Annie Chou; Mail Stop 99-23-3

#### 4. USE OF FUNDS

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

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

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

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 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.

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

4.7 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. **Attachment G** the Los Angeles County Regional ITS



Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to [www.laconnect-it.com](http://www.laconnect-it.com) to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see [www.metro.net](http://www.metro.net) for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see [http://media.metro.net/projects\\_studies/call\\_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf](http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf)

## 5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf>. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

## 6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

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

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

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

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

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

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

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

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

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

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

## 7. GRANT

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

## 8. SOURCES AND DISPOSITION OF FUNDS

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

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

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

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

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

## 9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the

- first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
  - (iii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2<sup>nd</sup>) fiscal year** following the year the Funds were first programmed; and
  - (iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
  - (v) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
  - (vi) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
  - (vii) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2025.

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

## 10. DEFAULT

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

## 11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further

disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

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

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

## 12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online 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.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 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.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

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

### 13. OTHER TERMS AND CONDITIONS

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

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

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

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

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

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

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

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

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

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

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

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



**ATTACHMENT A - PROJECT FUNDING**

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402

Project Title: Carson Circuit: Fashion Outlet Regional Transit Center      Project#: MR524.02

**PROGRAMMED BUDGET - SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Years	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS		\$ 1,380,000	\$ 2,145,000				\$ 3,525,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ 1,380,000	\$ 2,145,000	\$ -	\$ -	\$ -	\$ 3,525,000	100%
<b>OTHER SOURCES OF FUNDING:</b>								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>TOTAL PROJECT FUNDS</b>	\$ -	\$ 1,380,000	\$ 2,145,000	\$ -	\$ -	\$ -	\$ 3,525,000	100%

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

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

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

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

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

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

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

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

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

Section b (3) B

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

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

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

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

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

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

*(2) The reason for the proposed amendment.*

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

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

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402

Project Title: Carson Circuit: Fashion Outlet Regional Transit Center      Project#: MR524.02

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE R FUNDS:</b>									
PAED	\$5,000	\$20,000							\$25,000
PS&E	\$50,000	\$90,000	\$90,000	\$20,000					\$250,000
RW Support	\$10,000	\$30,000	\$10,000						\$50,000
Const. Support				\$10,000	\$40,000	\$50,000	\$50,000	\$50,000	\$200,000
RW	\$150,000	\$150,000	\$300,000	\$300,000	\$100,000				\$1,000,000
Construction				\$200,000	\$600,000	\$600,000	\$400,000	\$200,000	\$2,000,000
<b>Total MEASURE R</b>	<b>\$215,000</b>	<b>\$290,000</b>	<b>\$400,000</b>	<b>\$530,000</b>	<b>\$740,000</b>	<b>\$650,000</b>	<b>\$450,000</b>	<b>\$250,000</b>	<b>\$3,525,000</b>
<b>PROP C 25%</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total PROP C 25%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$215,000</b>	<b>\$290,000</b>	<b>\$400,000</b>	<b>\$530,000</b>	<b>\$740,000</b>	<b>\$650,000</b>	<b>\$450,000</b>	<b>\$250,000</b>	<b>\$3,525,000</b>
<b>OTHER NON LACMTA FUNDING:</b>									
<b>LOCAL: ?</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total LOCAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATE: ?</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total STATE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>FEDERAL: ?</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total FEDERAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PRIVATE: ?</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
<b>Total PRIVATE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PROJECT FUNDING FY22-23 and FY23-24</b>	<b>\$215,000</b>	<b>\$290,000</b>	<b>\$400,000</b>	<b>\$530,000</b>	<b>\$740,000</b>	<b>\$650,000</b>	<b>\$450,000</b>	<b>\$250,000</b>	<b>\$3,525,000</b>
<b>SUMMARY OF ALL FUNDS</b>									
PAED	\$5,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
PS&E	\$50,000	\$90,000	\$90,000	\$20,000	\$0	\$0	\$0	\$0	\$250,000
RW Support	\$10,000	\$30,000	\$10,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Const. Support	\$0	\$0	\$0	\$10,000	\$40,000	\$50,000	\$50,000	\$50,000	\$200,000
RW	\$150,000	\$150,000	\$300,000	\$300,000	\$100,000	\$0	\$0	\$0	\$1,000,000
Construction	\$0	\$0	\$0	\$200,000	\$600,000	\$600,000	\$400,000	\$200,000	\$2,000,000
<b>TOTAL MILESTONES</b>	<b>\$215,000</b>	<b>\$290,000</b>	<b>\$400,000</b>	<b>\$530,000</b>	<b>\$740,000</b>	<b>\$650,000</b>	<b>\$450,000</b>	<b>\$250,000</b>	<b>\$3,525,000</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$215,000</b>	<b>\$290,000</b>	<b>\$400,000</b>	<b>\$530,000</b>	<b>\$740,000</b>	<b>\$650,000</b>	<b>\$450,000</b>	<b>\$250,000</b>	<b>\$3,525,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$215,000</b>	<b>\$290,000</b>	<b>\$400,000</b>	<b>\$530,000</b>	<b>\$740,000</b>	<b>\$650,000</b>	<b>\$450,000</b>	<b>\$250,000</b>	<b>\$3,525,000</b>

## **ATTACHMENT C SCOPE OF WORK**

### **PROJECT TITLE: FASHION OUTLET REGIONAL TRANSIT CENTER**

#### **PROJECT LOCATION:**

The project is located on the south side of Victoria Street just east of Tamcliff Avenue in front of Cal State University Dominguez Hills (CSUDH).

#### **PROJECT LIMITS:**

The proposed project is located along Victoria Street between Tamcliff Avenue and Birchknoll Drive, the major cross street is Central Avenue and Victoria Street.

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

Currently, Carson Circuit System is using the outer lane of Del Amo Blvd. east of Avalon St, as the terminal at which bus riders can access the Carson Circuit System or transfer between any of its routes, including transfer to Metro's Transit for regional connection to reach destination. This project will eliminate the use of Del Amo Blvd east of Avalon, as the transit terminal for the Carson Circuit System and will resolve the congestion issue the city is experiencing especially during peak hours. The City wanted patrons to use buses more cost effectively, and at the same time, the City was looking for ways to make better use of existing lanes so commuters can yet to work or home faster and increase ridership.

#### **PROJECT BACKGROUND:**

For the past several years, the City of Carson has used Del Amo Boulevard, east of Avalon, as the transit terminal for the Carson Circuit system. The only transit amenities currently marking this site are benches and bus stop signs set within the street right-of-way, adjacent to an open parking lot. The completion of the Del Amo Bridge over the I-405 freeway, west of Avalon Boulevard, generates increased vehicular traffic along Del Amo Boulevard causing additional congestion and inconvenience to transit patrons and commuters accessing public transit.

In addition, the on-going major development of the 157- acre site within the City, will eventually need the services of transit to serve the Carson Circuit System patrons and mall shoppers. The new development includes the following uses: neighborhood commercial, regional commercial, commercial recreation/entertainment, restaurants, a hotel and residential. This development will be one of the largest shopping centers in Los Angeles County which consists of the construction of a major outlet mall with over 500,000 sf of designer brand stores, and more than 70,000 sf of sit-down and quick-serve restaurants, plus other entertainment venues, up to 1,550 residential units and a 300-room hotel.

Based on the traffic impact report prepared for this development, the development will generate a significant number of additional vehicles and shoppers to the existing volume in the area. The anticipated increase in number will definitely impact the traffic flow on local streets and the surrounding freeways. The San Diego Freeway (I-405), Harbor Freeway (I-110), Artesia Freeway (SR-91) and Long Beach Freeway (I-710) provide regional access to the project area. With the huge number of vehicles passing this site each day, people living within the project vicinity, and millions of people residing within the neighboring cities, this development in the City will meld residential, retail, entertainment and hospitality uses for a growing population to live, work and play in the hub of the South Bay.

The California State University Dominguez Hills (CSUDH) also contributes the demand for the Transit services given the number of thousands of students attending classes daily in the University. California State University, Dominguez Hills is a highly diverse, metropolitan university primarily serving the South Bay area of Los Angeles County established in 1960. The University has a population of 15,530 students of different ethnicity from Hispanic/Latino, Black/African-American, Asian, White, Native Hawaiian/Other Pacific Islander, Alaska Native/Native American. Strategically located in Carson, CSUDH was designed to



bring educational opportunities to underserved communities in South Los Angeles. CSUDH sustains its commitment to social, environmental, and educational justice by providing a high-quality education that leads to personal and professional success, economic and social mobility, and mutually beneficial and reciprocal relationships with the surrounding communities and the local K-12 and community college systems.

The CSUDH also partner with Dignity Health Sports Park. Dignity Health Sports Park is situated on 125 acres of the CSUDH campus and features state-of-the art stadiums and facilities for soccer, tennis, track & field, cycling, lacrosse, rugby, volleyball, baseball, softball, basketball and other sports. Designated as an "Official U.S. Olympic Training Site," Dignity Health Sports Park is the nation's most complete training facility for Olympic, amateur, and professional athletes. The complex includes a 27,000-seat soccer stadium, 8,000-seat tennis stadium, 10,000-seat track & field facility, and 2,450-seat indoor velodrome. Dignity Health Sports Park is currently serving as the temporary home of the San Diego State University Aztecs football team until their new stadium is completed. In addition, the site is the U.S. Soccer Federation's national team training headquarters and the location of the United States Tennis Association's (USTA) USA High Performance National Training Center. They are also designated as an official training site for USA Cycling and USA Track & Field. Tens of thousands of spectators attend events at Dignity Health Sports Park and are exposed to the university as a result.

CSUDH actively build strategic partnerships with the City in order to facilitate student success and healthy communities. They are committed to transparency, inclusion, joint decision making, and collaborative approaches in their daily operations and long-term planning. The proposed Transit Center around the CSUDH would be a more effective facility and will better serve the purpose of serving both the students in the University and the patrons for the development at the 157 acres site in Carson. The Transit Center will be mutually beneficial to Metro, Long Beach Transit, Carson Circuit, and Torrance Transit as they all run through Victoria St. The purpose of the Fashion Outlet Regional Transit Center project is to provide a modern facility at which bus riders can access the Carson Circuit system or transfer between any of its routes. Regional connections to the Carson Circuit's Blue Line feeder routes (Route D & G) and Metro Lines #205 and #446-447 will also be able to be made at the new Regional Transit Center. Further, Metro Transit's patrons will also be able to access all points served by the Carson Circuit by transferring at the Regional Transit Center. All of the Carson Circuit's eight fixed routes, providing for approximately 616,000 annual passengers trips, will provide service to the Regional Transit Center. The new Regional Transit Center will greatly enhance passenger comfort, security, and access to bus service information.

With the new Regional Transit Center, an increased number of transit patrons would likely use the Carson Circuit to connect to the Blue Line, Artesia Transit Center, or Metro buses to travel anywhere within the Los Angeles area. The new Regional Transit Center will also be fully ADA compliant, thereby enhancing the accessibility of the Carson Circuit system. One of the primary target groups to be served by the Regional Transit Center are transit-dependent, commuters, and shoppers coming to the Fashion Outlet of Los Angeles (FOLA). Given the continuing economic growth within the City, making the regional connection between local streets and the surrounding freeways, is critically important and the ability of the City to make that connection without delay is extremely necessary.

**PROJECT BUDGET:**

<b>COMPONENT</b>	<b>AMOUNT</b>
PA/ED	\$ 25,000.00
PS and E	\$ 250,000.00
R/W Support	\$ 50,000.00
R/W Capital	\$1,000,000.00
Construction Support	\$ 200,000.00
Construction Capital	<u>\$2,000,000.00</u>
<b>Total Budget</b>	<b>\$3,525,000.00</b>

**SCOPE:**

The Fashion Outlet Regional Transit Center project include, but are not limited to, the following improvements:

- A central covered island waiting area that provides shelter from sun and rain and is well lighted and safe.
- Eight bus bays along Victoria Street (Service Road) with each Carson Circuit or MTA route having its own clearly marked bay.
- A specially constructed concrete bus pad underneath all bus driving and parking areas.
- A special "information wall" where passengers can obtain transit information on the Carson Circuit and the MTA system.
- A scrolling real-time passenger information display.
- Appropriate security surveillance cameras.
- A small building housing a route supervisor's office and drivers' restrooms.
- Concrete removals such as sidewalk, curb and gutter, including asphalt pavement will also be included as part of the project. In addition, access ramp will be constructed to ensure compliance with ADA requirements.

**DESIGN:**

**I – PRELIMINARY DESIGN:**

- A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
- B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans.
- C. Incorporate provided layout plans to be incorporated into the final design.
- D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
- E. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- F. Conduct geotechnical investigations of Victoria Street Service Road fronting the CSUDH .
- G. Identify right-of-way acquisitions, and/or vacations to provide for the area needed for the Transit Center site, which shall incorporate development build outs and preservation of existing improvements and scenic character of the area.
- H. Identify street pavement structural sections for project area.

- I. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
- J. Prepare and submit a Report identifying the ultimate alignment of roadway improvements.
- K. The Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
- L. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

## II. Environmental Analysis

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

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

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

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

- A. Design the ultimate build out of Fashion Way and the Regional Transit Center, based on the City reviewed "Summary Letter Report".
- B. Prepare civil and architectural plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage, and MEP.
- C. Submittal of plan set shall be delivered at 50% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
- D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns bus patrons of the property owners, particularly with issues of right-of-way acquisition.
- E. Prepare construction plans and specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates).
- F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
- G. Prepare an Architect's construction cost estimate based on the itemized quantity take-off from the contract documents.



- H. Submittal of the architect's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

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

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

- A. Coordinate and discuss the project's scope of work with various utility companies.
- B. Solicit proposals for a Construction Management firm.
- C. Evaluate proposals from Construction Management firms.
- D. Select and Award contract to Construction Management.
- E. Advertise project Plans & Specifications for bidding
- F. Evaluate bids and select contractor.
- G. Award contract to contractor for construction of project
- H. Coordinate construction Kick-off meeting
- I. Issue Notice to Proceed to contractor
- J. Provide quarterly updates to MTA.
- K. Meet as needed with the City to accomplish Project tasks as outlined.
- L. Presentation of "Summary Letter Report", progress meetings.
- M. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**RIGHT-OF-WAY:**

**Right-of-Way Support and Right-of-Way Capital**

**Right-of-Way Support:**

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

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
- C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

**Right-of-Way Capital:**

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

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.
- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement.

**CONSTRUCTION:**

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

- A. Construction Management team to conduct a Kick-Off Meeting
- B. Establish a weekly or bi-weekly construction update meetings
- C. Provide Inspection, Material Testing and Outreach
- D. Correspond and coordinate with Utility companies
- E. Review and respond to all Request for Information (RFIs)
- F. Prepare monthly pay progress
- G. Assess any Request for Change Orders (RCOs)
- H. Update construction Schedule
- I. Provide responses to RFIs.

**MILESTONES:** The implementation schedule for this project will be as follows. [Please include all applicable milestones and provide any additional specific activities that are not listed, under "other."]

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>SOLICITATION (BID/PROPOSAL)</b>	<b>August 1, 2023</b>	<b>November 30, 2023</b>
Develop Solicitation Package	August 1, 2023	August 15, 2023
Solicitation Response	August 16, 2023	August 30, 2023
Evaluations	September 1, 2023	September 15, 2023
Selection	September 16, 2023	September 30, 2023
Contract Award	October 16, 2023	October 30, 2023
Fully Executed Contract	November 1, 2023	November 30, 2023
<b>PLANNING</b>	<b>December 1, 2023</b>	<b>March 30, 2024</b>
Prepare Concept Report	December 1, 2023	December 30, 2024
Prepare Feasibility Study	January 1, 2024	January 30, 2024
Prepare Project Study Report	February 1, 2024	February 15, 2024
Feasibility Study	March 1, 2024	March 15, 2024
Concept Exploration	March 16, 2024	March 30, 2024
<b>PRELIMINARY DESIGN</b>	<b>April 1, 2024</b>	<b>June 30, 2024</b>
Prepare Detailed Design Plans	April 1, 2024	April 15, 2024
Prepare Detailed Construction Plans	April 16, 2024	May 15, 2024
Prepare Project Cost Estimate	May 16, 2024	May 30, 2024
High Level Design	June 1, 2024	June 30, 2024
<b>PA&amp;ED</b>	<b>July 1, 2024</b>	<b>August 15, 2024</b>
Prepare Environmental Document Document Type: _____	July 1, 2024	July 8, 2024
Scoping	July 9, 2024	July 16, 2024
Technical Studies	July 9, 2024	July 16, 2024
Draft Environmental Document	July 17, 2024	July 23, 2024
Final Environmental Document	July 24, 2024	July 30, 2024
Community Outreach	August 1, 2024	August 3, 2024
Secure Project Approval	August 4, 2024	August 10, 2024
Categorical Exemption Filing	August 11, 2024	August 15, 2024
<b>PS&amp;E</b>	<b>August 16, 2024</b>	<b>November 30, 2024</b>
<b>35% PS&amp;E</b>	August 16, 2024	September 16, 2024
Preliminary Investigations	September 17, 2024	September 30, 2024
Geometric Drawings	October 1, 2024	October 15, 2024
Utilities	October 16, 2024	October 30, 2024

Right-of-Way	October 16, 2024	October 30, 2024
Estimating	October 16, 2024	October 30, 2024
Civil Design	November 1, 2024	November 30, 2024
Structural Design	November 1, 2024	November 30, 2024

4

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows. Please include all applicable milestones and provide any additional specific activities that are not currently listed under "other."

	START DATE	COMPLETION DATE
<b>SOLICITATION (BID/PROPOSAL)</b>	<b>December 1, 2024</b>	<b>March 30, 2025</b>
Develop Solicitation Package	December 1, 2024	December 15, 2024
Solicitation Response	December 16, 2024	December 30, 2024
Evaluations	January 1, 2025	January 15, 2025
Contract Award	February 1, 2025	February 28, 2025
Fully Executed Contract	March 1, 2025	March 30, 2025
<b>EXCAVATION</b>	<b>April 1, 2025</b>	<b>April 30, 2025</b>
Clear/Grub	March 1, 2025	March 8, 2025
Survey	March 9, 2025	March 12, 2025
Sample Borings	March 9, 2025	March 12, 2025
Grading	March 13, 2025	March 20, 2025
Compaction	March 21, 2025	March 24, 2025
Drainage	March 26, 2025	March 30, 2025
<b>ENVIRONMENTAL</b>	<b>May 1, 2025</b>	<b>May 30, 2025</b>
Hazardous Materials Handling	April 1, 2025	April 7, 2025
Archaeological	April 8, 2025	April 15, 2025
Air Quality Monitoring	April 1, 2025	April 30, 2025
<b>CONCRETE</b>	<b>June 1, 2025</b>	<b>June 15, 2025</b>
Form Work		
Rebar Placement		
Pole Placement		
<b>TRAFFIC CONTROL</b>	<b>April 1, 2025</b>	
TMP		
<b>STRUCTURAL</b>	<b>June 16, 2025</b>	<b>June 30, 2025</b>
False Work		
Iron Placement		
Pole Placement		
<b>UTILITIES</b>	<b>July 1, 2025</b>	<b>July 30, 2025</b>
DWP		
SCE		
LADOT		
<b>MATERIALS</b>	<b>April 1, 2025</b>	<b>July 30, 2025</b>
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
<b>ELECTRICAL</b>	<b>August 1, 2025</b>	<b>August 30, 2025</b>
Power U/G Communication		
A/G Testing/Acceptance		

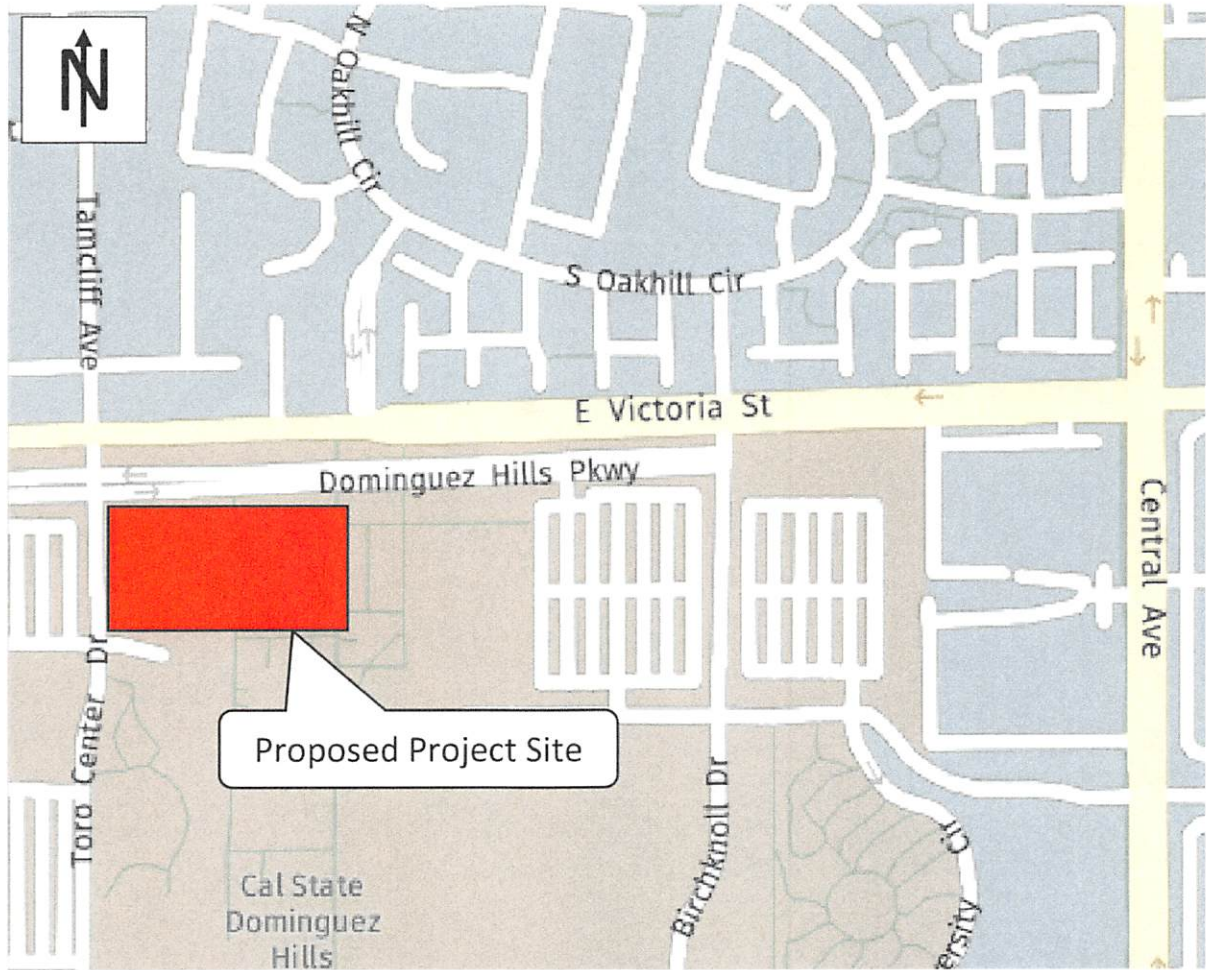
FTIP #: LA9919119  
Subregion ID: South Bay

Project#: MR524.02  
FA# 9200000000MR52402

	<b>START DATE</b>	<b>COMPLETION DATE</b>
<b>LANDSCAPE</b>	<b>September 1, 2025</b>	<b>October 30, 2025</b>
Clearing		
Planting	September 1, 2025	September 15, 2025
Plant Establishment	September 16, 2025	September 30, 2025
Irrigation	September 16, 2025	September 23, 2025
Testing	September 24, 2025	September 30, 2025
General Construction/close out project	<b>October 1, 2025</b>	<b>October 30, 2025</b>
<b>CHANGE ORDERS</b>		
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

## Location Map

### Proposed Fashion Outlet Regional Transit Center





## FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

### REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D-2**) are 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 the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at [ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET) or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides 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.
- GRANTEE is 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 draft 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

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

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

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000MR52402
Quarterly Report #	

**GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO**  
[ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET)

or submit by mail to:

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

after the close of each quarter, but no later than November 30, February 28,  
May 31 and August 31. Please note that letters or other forms  
 of documentation may not be substituted for this form. Refer to the  
 Reporting and Expenditure Guidelines (Attachment D) for further information.

**SECTION 1: QUARTERLY EXPENSE REPORT**

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

		LACMTA Measure R Grant \$	
		MR524.02	
Project Quarter Expenditure			
This Quarter Expenditure			
Retention Amount	\$	-	
Net Invoice Amount (Less Retention)	\$	-	
Project-to-Date Expenditure			
Funds Expended to Date (Include this Quarter)			
Total Project Budget	\$	3,525,000.00	
% of Project Budget Expended to Date			
Balance Remaining	\$	3,525,000.00	



**SECTION 2: GENERAL INFORMATION**

PROJECT TITLE: Carson Circuit: Fashion Outlet Regional Transit Center

FA #: 9200000000MR52402

**QUARTERLY REPORT SUBMITTED FOR:**

*Fiscal Year :*             2020-2021             2021-2022             2022-2023  
                                   2023-2024             2024-2025             2025-2026

*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                     Highways

<b>LACMTA Project Manager</b>	Name:	Annie Chou
	Phone Number:	213.418.3453
	E-mail:	<a href="mailto:choua@metro.net">choua@metro.net</a>

<b>Project Sponsor Contact / Project Manager</b>	Contact Name:	Gilbert M. Marquez, P.E.
	Job Title:	City Engineer
	Department:	
	City / Agency:	City of Carson
	Mailing Address:	701 E. Carson St. Carson, CA 90745
	Phone Number:	310-952-1700 ext. 1813
	E-mail:	<a href="mailto:gmarquez@carsonca.gov">gmarquez@carsonca.gov</a>

**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 2<sup>ND</sup> AND 3<sup>RD</sup> 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				
<b>Total Project Duration (Months)</b>				

**2. PROJECT COMPLETION**

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

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

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

- Yes
  No
  Not Applicable

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

- Yes
  No
  Not Applicable

### 3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

### 4. PROJECT DELAY

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

### 5. ACTION ITEMS TO RESOLVE DELAY

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

**SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

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

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

**Note:**

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

**Invoice Payment Information:**

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

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

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

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

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

# ATTACHMENT E- FTIP SHEET

## Los Angeles Metropolitan Transportation Authority 2021 Federal Transportation Improvement Program (\$000)

TIP ID <b>LA9919119</b>		Implementing Agency <b>Carson, City of</b>																																																																																				
Project Description: This project includes a central covered island lite waiting area that provides shelter. Eight bus bays with concrete bus pad underneath all bus driving and parking areas. An information wall where passengers can obtain real-time transit information. Security surveillance cameras. A small building for an office and driver restrooms. The proposed work zone is within a landfill area and mitigation will be required as part of the project.							SCAG RTP Project #: Study: N/A Is Model: Model #: PM: Gilbert Marquez - (310)952-1700  LS: N LS GROUP#: Conformity Category: TCM																																																																															
System :Local Hwy		Route :	Postmile:	Distance:	Phase: No Project Activity			Completion Date 06/30/2024																																																																														
Lane # Extd:	Lane # Prop:	Imprv Desc:			Air Basin: SCAB	Envir Doc: INITIAL STUDY/NEGATIVE DECLARATION -- CEQA - 05/31/2023																																																																																
Toll Rate: 0.00	Toll Colc Loc:	Toll Method:	Hov acs eg loc:		Uza: Los Angeles-Long Beach-Santa Ana	Sub-Area:	Sub-Region: South Bay Cities COG																																																																															
Program Code: TRNH6 - PASSENGER STATIONS/FACILITIES-NEW					Stop Loc:	CTIPS ID:	EA #:	PPNO:																																																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th>PHASE</th> <th>PRIOR</th> <th>20/21</th> <th>21/22</th> <th>22/23</th> <th>23/24</th> <th>24/25</th> <th>25/26</th> <th>BEYOND</th> <th>PROG TOTAL</th> </tr> </thead> <tbody> <tr> <td>MR20H - Measure R 20% Highway</td> <td>PE</td> <td></td> <td></td> <td></td> <td>\$275</td> <td>\$0</td> <td></td> <td></td> <td></td> <td>\$275</td> </tr> <tr> <td></td> <td>RW</td> <td></td> <td></td> <td></td> <td>\$950</td> <td>\$100</td> <td></td> <td></td> <td></td> <td>\$1,050</td> </tr> <tr> <td></td> <td>CON</td> <td></td> <td></td> <td></td> <td>\$210</td> <td>\$1,990</td> <td></td> <td></td> <td></td> <td>\$2,200</td> </tr> <tr> <td></td> <td>SUBTOTAL</td> <td></td> <td></td> <td></td> <td>\$1,435</td> <td>\$2,090</td> <td></td> <td></td> <td></td> <td>\$3,525</td> </tr> <tr> <td></td> <td>TOTAL</td> <td></td> <td></td> <td></td> <td>\$1,435</td> <td>\$2,090</td> <td></td> <td></td> <td></td> <td>\$3,525</td> </tr> <tr> <td colspan="3"></td> <td>TOTAL PE: \$275</td> <td>TOTAL RW: \$1,050</td> <td>TOTAL CON: \$2,200</td> <td>TOTAL PROGRAMMED: \$3,525</td> <td colspan="4"></td> </tr> </tbody> </table>											PHASE	PRIOR	20/21	21/22	22/23	23/24	24/25	25/26	BEYOND	PROG TOTAL	MR20H - Measure R 20% Highway	PE				\$275	\$0				\$275		RW				\$950	\$100				\$1,050		CON				\$210	\$1,990				\$2,200		SUBTOTAL				\$1,435	\$2,090				\$3,525		TOTAL				\$1,435	\$2,090				\$3,525				TOTAL PE: \$275	TOTAL RW: \$1,050	TOTAL CON: \$2,200	TOTAL PROGRAMMED: \$3,525				
	PHASE	PRIOR	20/21	21/22	22/23	23/24	24/25	25/26	BEYOND	PROG TOTAL																																																																												
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<ul style="list-style-type: none"> <li>- General Comment: New Project</li> <li>- Modeling Comment:</li> <li>- TCM Comment: New Project</li> <li>- Amendment Comment:</li> <li>- CMP Comment:</li> <li>- Narrative:</li> </ul>																																																																																						
Last Revised <b>Amendment 21-22 - Submitted</b>					Change reason: NEW PROJECT			Total Project Cost <b>\$3,525</b>																																																																														

## **ATTACHMENT F BOND REQUIREMENTS**

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

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

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

**ATTACHMENT G**  
**SPECIAL GRANT CONDITIONS**

LOS ANGELES COUNTY REGIONAL ITS ARCHITECTURE (CONNECT-IT)  
CONSISTENCY SELF-CERTIFICATION POLICY FORM

This Los Angeles County Regional ITS Architecture (CONNECT-IT) consistency self-certification form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Project Title: FASHION OUTLET REGIONAL TRANSIT CENTER
2. Name of Sponsoring Agency: City of Carson
3. Contact Name: Gilbert M. Marquez, P.E.
4. Contact Phone: 310-952-1700 ext. 1813
5. Contact Email: gmarquez@carsonca.gov
  
6. Project Description:

The purpose of the Fashion Outlet Regional Transit Center (FORTC) project is to provide a modern facility at which bus riders can access the Carson Circuit system or transfer between any of its routes. Regional connections to the Carson Circuit's Blue Line feeder will also be able to be made at the new Regional Transit Center. Further, Metro Transit's patrons will also be able to access all points served by the Carson Circuit by transferring at the Regional Transit Center.
  
7. Identify the ITS elements being implemented and the relevant CONNECT-IT Service Package(s), see Exhibit A.
  - A special "information wall" where passengers can obtain transit information on the Carson Circuit and the MTA system.
    - TI01 Broadcast Traveler Information
    - PT08 Transit Traveler information
  
  - A scrolling real-time passenger information display
    - TI01 Broadcast Traveler Information
  
  - Appropriate security surveillance cameras
    - TM01 Infrastructure Based Traffic Surveillance.
  
8. Outline of the concept of operations for the project.

This project will eliminate the use of Del Amo Blvd east of Avalon, as the transit terminal for



the Carson Circuit System and will resolve the congestion issue the city is experiencing specially during peak hours. The City wanted patrons to use buses more cost effectively, and at the same time, the City was looking for ways to make better use of existing lanes so commuters got to work or home faster and ridership increased. All of the Carson Circuit's eight fixed routes, providing for approximately 616,000 annual passengers trips, will provide service to the Regional Transit Center. The new Regional Transit Center will greatly enhance passenger comfort, security, and access to bus service information.

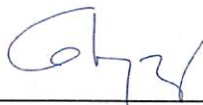
9. Identify participating agencies roles and responsibilities.

The City of Carson will be the leading agency for this project, and will be responsible for the completion of design PS&E and construction of the project.

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by Metro and the CONNECT-IT Maintenance Team during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the CONNECT-IT interface standards, if required, and conform to the regional configuration management process.

Signature:



Agency Representative

9-29-2022

Date



**Exhibit A**

**Architecture Reference for CONNECT-IT Service Packages**

The table below is the architecture reference for the CONNECT-IT service packages. For additional information on the service packages below, to view interconnect diagrams for each service package or to suggest updates to CONNECT-IT, visit [www.laconnect-it.com](http://www.laconnect-it.com).

Service Package Area	Short Name	Name
<b>Commercial Vehicle Operations</b>	CVO01	Carrier Operations and Fleet Management
	CVO02	Freight Administration
	CVO03	Electronic Clearance
	CVO04	CV Administrative Processes
	CVO05	International Border Electronic Clearance
	CVO06	Freight Signal Priority
	CVO07	Roadside CVO Safety
	CVO08	Smart Roadside and Virtual WIM
	CVO09	Freight-Specific Dynamic Travel Planning
	CVO11	Freight Drayage Optimization
	CVO12	HAZMAT Management
	CVO14	CV Driver Security Authentication
	CVO15	Fleet and Freight Security
	<b>Data Management</b>	DM01
DM02		Performance Monitoring
<b>Maintenance and Construction</b>	MC01	Maintenance and Construction Vehicle and Equipment Tracking
	MC02	Maintenance and Construction Vehicle Maintenance
	MC05	Roadway Maintenance and Construction
	MC06	Work Zone Management
	MC07	Work Zone Safety Monitoring
	MC08	Maintenance and Construction Activity Coordination
<b>Parking Management</b>	PM01	Parking Space Management
	PM02	Smart Park and Ride System
	PM03	Parking Electronic Payment
	PM04	Regional Parking Management
	PM05	Loading Zone Management
<b>Public Safety</b>	PS01	Emergency Call-Taking and Dispatch
	PS02	Routing Support for Emergency Responders
	PS03	Emergency Vehicle Preemption
	PS04	Mayday Notification
	PS05	Vehicle Emergency Response
	PS06	Incident Scene Pre-Arrival Staging Guidance for Emergency Responders
	PS07	Incident Scene Safety Monitoring



Service Package Area	Short Name	Name
	PS08	Roadway Service Patrols
	PS10	Wide-Area Alert
	PS11	Early Warning System
	PS12	Disaster Response and Recovery
	PS13	Evacuation and Reentry Management
	PS14	Disaster Traveler Information
<b>Public Transportation</b>	PT01	Transit Vehicle Tracking
	PT02	Transit Fixed-Route Operations
	PT03	Dynamic Transit Operations
	PT04	Transit Fare Collection Management
	PT05	Transit Security
	PT06	Transit Fleet Management
	PT07	Transit Passenger Counting
	PT08	Transit Traveler Information
	PT09	Transit Signal Priority
	PT10	Intermittent Bus Lanes
	PT11	Transit Pedestrian Indication
	PT14	Multi-modal Coordination
	PT16	Route ID for the Visually Impaired
	PT17	Transit Connection Protection
PT18	Integrated Multi-Modal Electronic Payment	
<b>Support</b>	SU01	Connected Vehicle System Monitoring and Management
	SU02	Core Authorization
	SU03	Data Distribution
	SU04	Map Management
	SU05	Location and Time
	SU06	Object Registration and Discovery
	SU07	Privacy Protection
	SU08	Security and Credentials Management
	SU09	Center Maintenance
	SU10	Field Equipment Maintenance
	SU11	Vehicle Maintenance
	SU12	Traveler Device Maintenance
<b>Sustainable Travel</b>	ST01	Emissions Monitoring
	ST02	Eco-Traffic Signal Timing
	ST03	Eco-Traffic Metering
	ST04	Roadside Lighting
	ST05	Electric Charging Stations Management
	ST06	HOV/HOT Lane Management
	ST08	Eco-Approach and Departure at Signalized Intersections
	ST09	Connected Eco-Driving
	<b>Traffic Management</b>	TM01



Service Package Area	Short Name	Name	
	TM02	Vehicle-Based Traffic Surveillance	
	TM03	Traffic Signal Control	
	TM04	Connected Vehicle Traffic Signal System	
	TM05	Traffic Metering	
	TM06	Traffic Information Dissemination	
	TM07	Regional Traffic Management	
	TM08	Traffic Incident Management System	
	TM09	Integrated Decision Support and Demand Management	
	TM10	Electronic Toll Collection	
	TM11	Road Use Charging	
	TM12	Dynamic Roadway Warning	
	TM13	Standard Railroad Grade Crossing	
	TM14	Advanced Railroad Grade Crossing	
	TM15	Railroad Operations Coordination	
	TM16	Reversible Lane Management	
	TM17	Speed Warning and Enforcement	
	TM19	Roadway Closure Management	
	TM20	Variable Speed Limits	
	TM21	Speed Harmonization	
	TM22	Dynamic Lane Management and Shoulder Use	
	<b>Traveler Information</b>	TI01	Broadcast Traveler Information
		TI02	Personalized Traveler Information
TI03		Dynamic Route Guidance	
TI04		Infrastructure-Provided Trip Planning and Route Guidance	
TI05		Travel Services Information and Reservation	
TI06		Dynamic Ridesharing and Shared Use Transportation	
TI07		In-Vehicle Signage	
<b>Vehicle Safety</b>	VS01	Autonomous Vehicle Safety Systems	
	VS02	V2V Basic Safety	
	VS03	V2V Situational Awareness	
	VS04	V2V Special Vehicle Alert	
	VS05	Curve Speed Warning	
	VS08	Queue Warning	
	VS09	Reduced Speed Zone Warning / Lane Closure	
	VS10	Restricted Lane Warnings	
	VS11	Oversize Vehicle Warning	
	VS12	Pedestrian and Cyclist Safety	
	VS13	Intersection Safety Warning and Collision Avoidance	
	VS14	Cooperative Adaptive Cruise Control	
	VS15	Infrastructure Enhanced Cooperative Adaptive Cruise Control	
	VS16	Automated Vehicle Operations	
VS17	Traffic Code Dissemination		

FTIP#: LA9919119  
Subregion ID: South Bay

Project#: MR524.02  
FA# 920000000MR52402

Service Package Area	Short Name	Name
<p><b>Note: CONNECT-IT service packages may differ from service packages identified in the National ITS Reference Architecture (ARC-IT). For any service packages not represented in CONNECT-IT, refer to ARC-IT by accessing <a href="http://www.arc-it.net">www.arc-it.net</a>. Contact the administrator at <a href="mailto:sharmas@metro.net">sharmas@metro.net</a> for questions regarding CONNECT-IT.</b></p>		