



City of Carson Report to Mayor and City Council

November 1, 2011
New Business Consent

SUBJECT: CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE CITY OF CARSON FOR PROJECT NO. 921: AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY

Submitted by M. Victor Rollinger
Development Services General Manager

Approved by David C. Biggs
City Manager

I. SUMMARY

The City Council and the Carson Redevelopment Agency are undertaking Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway (Exhibit No. 1). The project includes the construction of a new roadway, widening the existing on/off-ramps, and construction of a new southbound on-ramp. Since a portion of the construction funding will be provided by the Los Angeles County Metropolitan Transportation Authority (MTA), under the 2009 Call for Projects program, Proposition C grant, the MTA Board requires the execution of a Memorandum of Understanding (MOU) between the city and MTA (Exhibit No. 2).

The MOU formalizes the financial and procedural arrangements between the MTA and the city to receive a grant in the amount of \$6,770,950.00 for Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway project. This amount is and will be available partially in FY 2011/12, FY 2012/13 and FY 2013/14, as shown in the Fiscal Impact section of this report. This 2009 Call for Projects grant is included in the city's adopted FY 2011/12 Proposition C fund budget.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Memorandum of Understanding between the Los Angeles County Metropolitan Transportation Authority and the City of Carson covering the "MTA - 2009 Call for Projects" Proposition C grant in the amount of \$6,770,950.00 for the construction phase of Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway.
2. AUTHORIZE the Mayor to execute the Memorandum of Understanding following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the MOU between the MTA and the City of Carson. However, the MTA Board requires execution of the MOU in order to grant the city \$6,770,950.00 through the MTA – 2009 Call for Projects program.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The city's Capital Improvement Program calls for the Avalon Boulevard interchange modification at the I-405 freeway under Project No. 921. The project is approximately 1.4 miles southeast of the I-405 freeway interchange with Main Street and 0.7 miles northwest of the I-405 freeway interchange with Carson Street. The project includes the construction of a portion of a city collector roadway west of Avalon Boulevard, reconfiguring the existing on-ramps and off-ramps at Avalon Boulevard and construction of a new southbound on-ramp in the southeast quadrant of the interchange.

The modification will allow access to the proposed 1,500,000 square-foot "The Boulevards at South Bay" development at a currently vacant site at the southwest quadrant of this interchange and will create a southbound I-405 freeway on-ramp from northbound Avalon Boulevard next to the former Don Kott auto dealership properties. As a result of the traffic and environmental studies conducted for this development, it was concluded that the Avalon Boulevard interchange modification at the I-405 freeway was necessary to provide improved access to the existing SouthBay Pavilion mall as well as other land uses in the vicinity. The proposed expansion of, and recent construction within, the California State University Dominguez Hills boundaries, located approximately 1.5 miles north of this interchange, has emphasized the need for and benefit of this project as well.

In accordance with the federal and state requirements, to be eligible for reimbursement, the project must be placed in a specific federal and/or state funding program, and the local agency must obtain authorization to proceed with each phase of the project from the California Department of Transportation (Caltrans) and the MTA.

On August 26, 2002, Caltrans issued an "Authorization to Proceed with Preliminary Engineering" in the form of an E-76. Caltrans' authorization, followed by the execution of a Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403 between the state and the city, obligated up to \$769,125.00 in the Federal National Corridors and Borders fund (NCB) for the design phase of this project.

On November 15, 2005, the Carson Redevelopment Agency Board approved a Professional Services Agreement with DMJM Harris, Inc., in the amount of \$1,256,849.00, to prepare the Project Report; Environmental Document (ED) including Initial Study / Environmental Assessment (IS/EA); and Geometric Approval Drawings (GAD); to obtain the Project Approval (PA); and for the preparation of plans, specifications and estimates (PS&E) for Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway (Exhibit No. 3).

On May 16, 2006, the City Council adopted Resolution No. 06-007 approving Cooperative Agreement No. 07-4618 with Caltrans. Cooperative Agreement No. 07-4618 formalized the financial and procedural arrangements between Caltrans and the city for the design phase of the Avalon Boulevard interchange modification at the I-405 freeway (Exhibit No. 4).

On March 7, 2007, the Agency Board approved the First Amendment to the Professional Services Agreement with DMJM Harris, Inc., in the amount of \$208,719.00 (Exhibit No. 5).

On May 6, 2008, the Agency Board approved the Second Amendment to the Professional Services Agreement with DMJM Harris, Inc., in the amount of \$399,918.00 (Exhibit No. 6).

On December 16, 2008, the City Council / Agency Board approved a Professional Services Agreement with Parsons Transportation Group, Inc., to provide Construction Management Services for Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway; for a negotiated fee not-to-exceed \$2,403,506.43, pending Caltrans' pre-award audit (Exhibit No. 7).

On April 21, 2009, the City Council adopted Resolution No. 09-038 authorizing the execution of Cooperative Agreement No. 07-4840 with Caltrans. Cooperative Agreement No. 07-4840 formalized the financial and procedural arrangements between Caltrans and the city for the construction and maintenance phase of the Avalon Boulevard interchange modification at the I-405 freeway (Exhibit No. 8).

The Avalon Boulevard interchange modification at the I-405 freeway project includes construction of a bridge over the Los Angeles county Torrance Lateral Flood Control Channel. The appraised value of the required right-of-way is \$303,600.00.

The Avalon Boulevard interchange modification at the I-405 freeway project also includes construction of an additional traffic signal at this intersection. Caltrans required the adoption of a resolution by the City Council authorizing execution

of an agreement for sharing the cost of state highway electrical facilities between the state and the city.

On September 15, 2009, the City Council adopted Resolution No. 09-098 authorizing the execution of an agreement for the cost sharing of state highway electrical facilities with the City of Carson (Exhibit No. 9). The agreement for sharing the cost of state highway electrical facilities superseded a similar agreement dated August 2, 1988.

On December 15, 2009, the Agency Board approved the Third Amendment to the Professional Services Agreement with DMJM Harris, Inc., in the amount of \$379,989.00, which brought the total design cost of the project to \$2,245,475.00 (Exhibit No. 10).

On December 15, 2009, the City Council / Agency Board approved the PS&E, and instructed staff to advertise the work, immediately after issuance of an Authorization to Proceed with Construction by Caltrans, and called for bids for Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway (Exhibit No. 11).

On February 8, 2010, a request for Authorization to Proceed with Construction was submitted to Caltrans. On April 12, 2010, Caltrans issued authorization to advertise the project for construction bids. On May 4, 2010, the project was advertised and the bid opening was set for June 3, 2010.

On June 15, 2010, the City Council / Agency Board awarded a construction contract for Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway, in the amount of \$12,219,821.65, to the lowest responsible bidder, Powell Constructors (Exhibit No. 12).

On October 5, 2010, the City Council adopted Resolution No. 10-100 authorizing the execution of Program Supplement Agreement No. M008 Rev. 2 to Administering Agency-State Master Agreement No. 07-5403R (Exhibit No. 13).

Program Supplement Agreement No. M008 Rev. 2 to the Administering Agency-State Master Agreement No. 07-5403R between the state and the city obligated up to \$4,319,521.00 in Safe, Accountable, Flexible, and Efficient Transportation Equity Act – A Legacy for Users funds (SAFETEA-LU). Including the \$769,125.00 of NCB funds, which the city was reimbursed for the design phase of the project, and \$6,770,950.00 in the MTA – 2009 Call for Projects Proposition C grant for the construction phase, this project has \$11,859,596.00 of available federal and state funds for design and construction.

On February 16, 2011, the City Council adopted Resolution No. 11-012 approving Amendment No. 1 to Cooperative Agreement No. 07-4840 for Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway (Exhibit No. 14).

Based on the availability of funds, the MTA Board authorizes acceptance of grant applications under the MTA Call for Projects program. In January 2009, the city submitted an application for the MTA - 2009 Call for Projects for the construction phase of Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway.

On September 24, 2009, the MTA Board adopted the recommended list of projects by the MTA staff which included the City of Carson’s Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway. According to the approved list, the City of Carson is entitled to receive a total of \$6,770,950.00 from the Proposition C grant fund. The funds will be distributed partially through FY 2011/12, FY 2012/13 and FY 2013/14, as shown in the Fiscal Impact section of this report.

The accomplished and anticipated timeline for this project is as follows:

Approval of PS&E	December 15, 2009
Caltrans issuance of “Authorization to Proceed with Construction” in the form of an E-76	April 12, 2010
Advertise Notice Inviting Bids	May 4, 2010
Award of Construction Contract	June 15, 2010
Start of construction	August 2, 2010
Completion of construction	April 2012

V. FISCAL IMPACT

This is a multi-year project for which required funds have been and will be budgeted each fiscal year in the Carson Consolidated Project Area budget in account no. 30-70-710-975-8020/0092101.

As in the approved FY 2008/09 budget, the total estimated cost of this project was \$21,800,000.00. However, as of the date of the preparation of this agenda item, the total estimated cost of this project was reduced to \$19,300,000.00, due to the decrease in the construction cost. The project is funded by the Carson Redevelopment Agency, the NCB, the SAFETEA-LU, and the MTA - 2009 Call for Projects, as shown in detail in the following tables.

The updated distribution of estimated costs for this project is as follows:

Description	Amount
DMJM Harris, Inc.: Design Phase (PS&E)	\$2,245,475.00
Parsons Transportation Group, Inc.: construction management	2,403,506.43
Powell Constructors: construction contract	12,219,821.65
Construction contingency (15%)	1,832,973.00
Southern California Edison: Power pole relocation	20,000.00
L.A. county Department of Water and Power: right-of-way acquisition	303,600.00
Caltrans: Traffic controllers, ramp metering equipment and certain inspections, per construction cooperative agreement	250,000.00
Various: printing and publication	24,623.92
TOTAL PROJECT COST	\$19,300,000.00

The project funding sources and amounts are as follows:

Fund Source	Design Phase	Construction Phase	Total Project Cost
Carson Consolidated Project Area	\$1,476,350.00	\$5,964,054.00	\$7,440,404.00
NCB	\$769,125.00	n/a	\$769,125.00
SAFETEA-LU	n/a	\$4,319,521.00	\$4,319,521.00
MTA - 2009 Call for Projects Proposition C grant	n/a		
FY 2011/12		2,890,250.00	2,890,250.00
FY 2012/13		2,542,700.00	2,542,700.00
FY 2013/14		<u>1,338,000.00</u>	<u>1,338,000.00</u>
Total MTA		\$6,770,950.00	\$6,770,950.00
TOTAL	\$2,245,475.00	\$17,054,525.00	\$19,300,000.00

VI. EXHIBITS

1. Location Map. (pg. 9)
2. MOU between the city and MTA. (pgs.10-35)
3. Minutes, November 15, 2005, Item No. 6. (pg. 36)
4. Minutes, May 16, 2006, Item No. 19. (pg. 37)
5. Minutes, March 7, 2007, Item No. 8. (pg. 38)
6. Minutes, May 6, 2008, Item No. 2. (pg. 39)
7. Minutes, December 16, 2008, Item No. 20. (pg. 40)
8. Minutes, April 21, 2009, Item No. 11. (pg. 41)
9. Minutes, September 15, 2009, Item No. 10. (pg. 42)
10. Minutes, December 15, 2009, Item No. 4. (pg. 43)
11. Minutes, December 15, 2009, Item No. 14. (pgs. 44-45)
12. Minutes, June 15, 2010, Item No. 26. (pg. 46)
13. Minutes, October 5, 2010, Item No. 17. (pg. 47)
14. Minutes, February 16, 2011, Item No. 14. (pg. 48)

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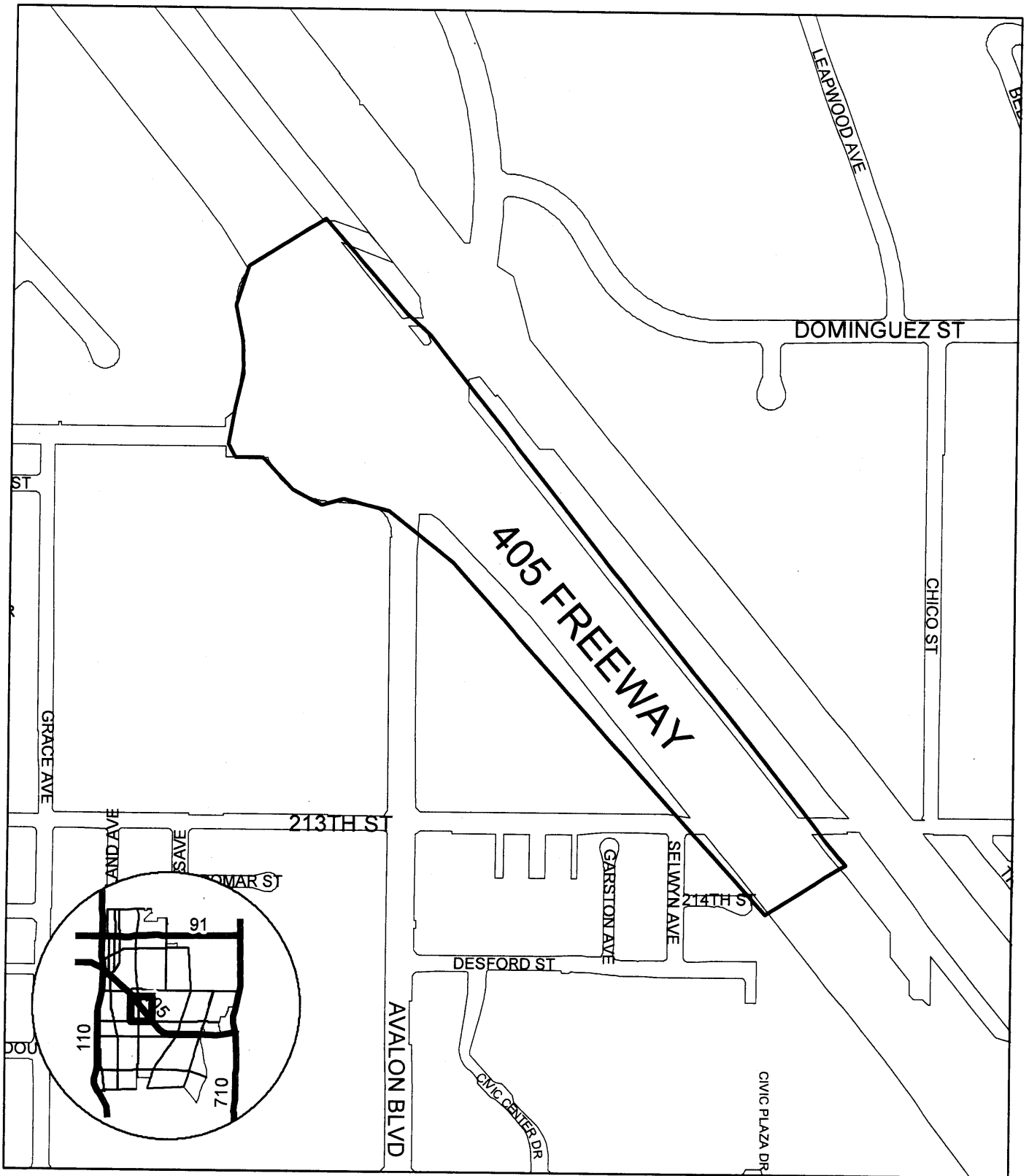
Prepared by: MASSOUD GHIAM, P.E., Senior Civil Engineer

TO:Rev091911

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Development Services
Economic Development	Public Services

Action taken by City Council	
Date _____	Action _____



Location Map
Project No. 921
Avalon Boulevard Interchange Modification
at the I-405 Freeway Project



EXHIBIT NO. 1

**CALL FOR PROJECTS
PROPOSITION C
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is dated for reference purposes only September 29, 2011, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Carson ("Grantee") for I-405 Avalon Blvd. Access & Congestion Relief Project - LACMTA Call for Projects ID# F3119 and FTIP# LAE2198 (the "Project").

WHEREAS, as part of the 2009 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2009, authorized a grant to Grantee, subject to the terms and conditions contained in this MOU.

WHEREAS, a Letter of No Prejudice (LONP) was issued for the Project on March 2, 2010, allowing Grantee to spend local match funds in an amount up to \$1,500,000 for the construction phase.

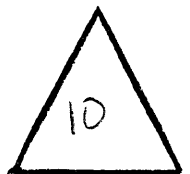
NOW, THEREFORE, the parties hereby agree as follows:

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

1. Part I - Specific Terms of the MOU
2. Part II - General Terms of the MOU
3. Attachment A - Project Funding
4. Attachment B - intentionally omitted
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Quarterly Progress/Expenditure Report
8. Attachment E - Federal Transportation Improvement Program (FTIP) Sheet

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

EXHIBIT NO. 02



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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By: _____ Date: 10/4/11
Deputy

GRANTEE:

CITY OF CARSON

By: _____ Date: _____
Jim Dear
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk Helen S. Kawagoe

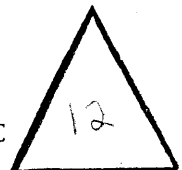
By: _____ Date: _____
William Wynder
City Attorney

Date: _____



PART I
SPECIFIC TERMS OF THE MOU

1. Title of the Project (the "Project"): I-405 Avalon Blvd. Access & Congestion Relief. LACMTA Call for Projects ID# F3119, FTIP # LAE2198.
2. To the extent the Funds are available, LACMTA shall make to Grantee a one-time grant of the Proposition C 25% funds in the amount of \$6,770,950 (the "Funds") for the Project. LACMTA Board of Directors' action of September 24, 2009, granted the Funds to Grantee for the Project. The Funds are programmed over three years, Fiscal Years (FY) 2011-12, 2012-13 and 2013-14. LACMTA Board of Directors' action approved Funds for FY 2011-12 only in the amount of \$2,890,250. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to Grantee.
3. This one time grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. Grantee Funding Commitment 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 retainage pending an audit of expenditures and completion of scope of work.
4. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment A**. The Project Funding includes the total programmed budget for the Project, including the Funds programmed by LACMTA and the Grantee Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Grantee shall complete the Project as described in the "Scope of Work." The Scope of Work for the Project is attached to this MOU as **Attachment C**. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this MOU for default as described in Part II, Section 9. **Any changes in the Scope of Work must be made by amendment.**
6. The "FTIP PROJECT SHEET (PDF)" is attached as **Attachment E** and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through the LACMTA Call For Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be



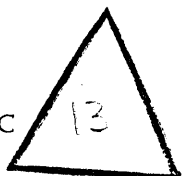
made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

7. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this MOU, 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 MOU, 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, Project Funding, Financial Plan, the Scope of Work, including schedule, or the lapse date of the Funds.

8. LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Matt Abbott, MS: 99-22-3

9. Grantee's Address:
City of Carson
701 East Carson Street
Carson, CA 90745
Attention: Massoud Ghiam, P.E.

10. MAINTENANCE OF EFFORT -- MOE
On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, Grantee must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.



PART II
GENERAL TERMS OF THE MOU

1. **TERM:**

1.1 The term of this MOU shall commence on the date this MOU is fully executed 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 MOU is executed shall be reimbursed in accordance with the terms and conditions of this MOU unless otherwise agreed to by the parties in writing.

1.2 Should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this MOU by giving written notice to Grantee at least thirty (30) days in advance of the effective date of such termination. If this MOU is terminated pursuant to this section, LACMTA will not reimburse Grantee any costs incurred after the termination date, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be consistent with the established funding percentages outlined in the MOU.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this MOU, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Sections 5.1 of this MOU, and other documents as required, shall satisfy LACMTA invoicing requirements.

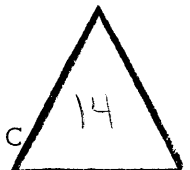
Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Project ID# F3119 and MOU# MOU.P00F3119
Matt Abbott, MS: 99-22-3

3. **USE OF FUNDS:**

3.1 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 most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this MOU, can only be used towards the completion of the Scope of Work originally adopted by the LACMTA Board of Directors and detailed in Attachment C.



3.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this MOU. 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 MOU approved and signed by the LACMTA Chief Executive Officer or his designee.

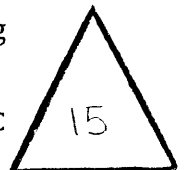
3.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law. Grantee will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

3.5 If Grantee desires to use the Funds to purchase/lease equipment (i.e., vehicles, computers, etc.) necessary to perform or provide the services disclosed in the Scope of Work, Grantee must obtain LACMTA's written consent prior to purchasing/leasing specific equipment. Equipment purchased/leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. 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 will be required to repay the Funds in proportion to the useful life remaining in accordance with the Guidelines and in an equal proportion of the grant to Grantee Funding Commitment ratio.

4. **DISBURSEMENT OF FUNDS:** Disbursements shall be based on a reimbursement basis in accordance with the Quarterly Progress/Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report. Grantee Funding Commitment must be spent in direct proportion to the Funds with each quarter's payment.

5. **REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:**

5.1 Grantee shall submit the Quarterly Progress/Expenditure Report (Attachment D1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during



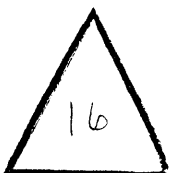
a particular quarter, Grantee will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

5.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the MOU 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 as defined by this MOU and the Guidelines. Grantee's expenditures submitted to LACMTA for this project shall be in compliance with Federal Acquisition Regulations, Subpart 31 (FAR). 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.

5.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") 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.

5.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 5.2 and 5.3 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.

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



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

5.7 In addition to LACMTA's other remedies as provided in this MOU, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing 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 MOU and the Guidelines, including the access to records provisions of Part II, Section 5.

5.8 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. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

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

7.1 **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 for the Project, this MOU shall be void and have no further force and effect, and LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.**

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

7.3 Grantee shall be responsible for any and all cost overruns for the Project.

7.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this MOU subject to the terms and conditions contained herein and in the Guidelines. **Any Funds expended by Grantee prior to the execution of this MOU (prior to the LACMTA Chief Executive Officer's signature) 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.**



7.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this MOU shall be amended to reflect such additional funding. If, at the time of final 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 MOU as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

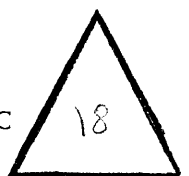
8. **TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:**

8.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this MOU within ninety (90) days of receiving formal transmittal of the MOU from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this MOU. Contracts for construction or capital purchase shall be executed within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date. Funds programmed by LACMTA for Project development or right-of-way costs must be expended by the end of the second fiscal year following the year the Funds were first programmed; and
- (iii) submitting the Quarterly Progress/Expenditure Report as described in Part II, Section 5.1 of this MOU; and
- (iv) expending the Funds granted under this MOU for allowable costs within 36 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this MOU. All Funds programmed for FY 2011-12 are subject to lapse by June 30, 2014. All Funds programmed for FY 2012-13 are subject to lapse by June 30, 2015. All Funds programmed for FY 2013-14 are subject to lapse by June 30, 2016.

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

8.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 8.1 of this MOU, the Project will be reevaluated by LACMTA as part of its annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Grantee does not complete one element of the Project, as described in the FTIP Project Sheet,



due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are reprogrammed, this MOU shall automatically terminate.

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

10. **REMEDIES:**

10.1 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 MOU; (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.

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

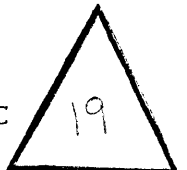
10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. **COMMUNICATIONS:**

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

11.2 If Grantee produces any Communication Materials that do not contain the information set forth in Section 11.1 above, Grantee must provide an opportunity for prior review and written comment by the Chief Communications Officer of LACMTA or its designee before such materials can be produced. If Grantee does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Grantee may proceed with producing the Communications Materials as proposed.

11.3 For purposes of this MOU, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures,



maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

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

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

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

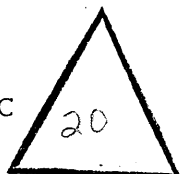
11.7 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 11.

12. **OTHER TERMS AND CONDITIONS:**

12.1 This MOU, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU 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 MOU as though fully set forth herein.

12.2 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 MOU. Equipment acquired as part of the Project, including office equipment, transit 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.

12.3 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 MOU, 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.



12.4 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 MOU. Grantee shall fully indemnify, defend and hold LACMTA, 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) misuse of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this MOU; 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 MOU.

12.5 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 MOU.

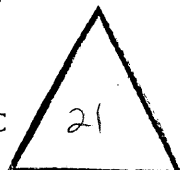
12.6 Grantee shall comply with and insure that work performed under this MOU is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal 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.

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

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

12.9 This MOU shall be governed by California law. If any provision of this MOU 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.

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



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

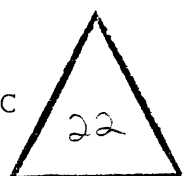
12.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of Attachment F-1. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

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

12.14 Grantee will advise LACMTA prior to any key Project staffing changes.

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

12.16 Grantee in the performance of the work described in this MOU 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 C

SCOPE OF WORK

PROJECT LIMITS:

Approximately 1.36 miles southeast and .69 miles northwest of I-405 Main Street interchange in the City of Carson. The project limits include the northbound and southbound ramps to I-405 Freeway on Avalon Boulevard, Avalon Boulevard between the ramps and the area parallel to the I-405 Freeway on the west side traveling southbound to 213th Street.

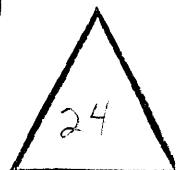
SCOPE OF WORK:

This project, located in the City of Carson, would provide additional turn lanes and access to the I-405 Freeway at the Avalon Boulevard ramps. The City proposes to improve circulation by reprogramming traffic signal controllers for coordination between the ramp intersections. The project will include the following components: widening Avalon Boulevard under the I-405 freeway to allow for a second left turn lane onto the northbound I-405 on-ramp as well as a sidewalk on the east side of Avalon Boulevard passing under the I-405; widening I-405 northbound off-ramp to allow for three lanes on the ramp with two new left turn lanes onto southbound Avalon Boulevard as well as one free right turn lane onto northbound Avalon Boulevard; widening I-405 southbound off-ramp to allow for two lanes on the ramp; construction of a bridge over the Torrance Lateral Flood Control Channel to accommodate southbound I-405 off-ramp widening; and construction of a new two-lane on-ramp to southbound I-405 from northbound Avalon Boulevard. LACMTA funds are for construction only.

PROJECT SCHEDULE:

The approximate timeline for this project is as follows:

Approval of PS&E	December 15, 2009
Caltrans issuance of "Authorization to Proceed with Construction" in the form of an E-76	April 13, 2010
Advertise Notice Inviting Bids	May 4, 2010
Award of construction contract	June 15, 2010
Start of construction	August 2, 2010
Construction Completion:	
Widen Avalon Boulevard under the I-405 freeway	February 2012
Widen I-405 southbound off ramp to Avalon Boulevard	April 2012
Widen I-405 northbound off ramp to Avalon Boulevard	February 2012



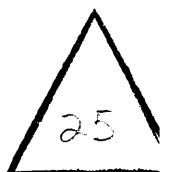
Construction of a new southbound on-ramp to I-405 from Avalon Boulevard northbound	November 2011
Construction of a bridge over the Torrance Lateral Flood Control Channel.	April 2012

PROJECT BUDGET:

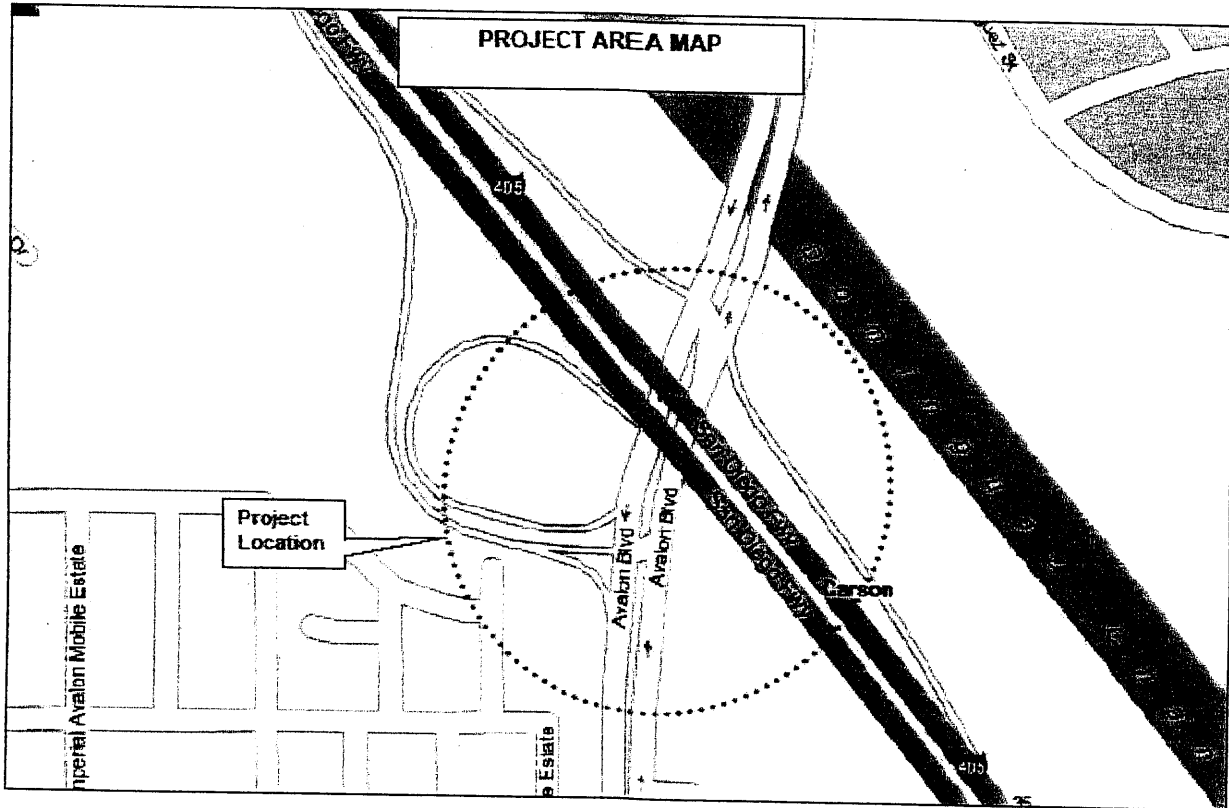
The total project cost including design, construction and construction management is estimated to be \$29,122,365. The project is funded by the Carson Redevelopment Agency (CRA), the Federal National Corridors and Borders fund (NCB), SAFETEA-LU, and LACMTA 2009 Call for Projects.

The project funding sources and amounts are as follows:

Fund Source	Design Phase	Construction Phase	Amount
CRA	\$1,476,350.00	\$15,305,940.00	\$16,782,290.00
NCB	769,125.00	n/a	769,125.00
SAFETEA-LU	n/a	4,800,000.00	4,800,000.00
LACMTA – 2009 Call for Projects FY 2012 through 2014	n/a	6,770,950.00	6,770,950.00
TOTAL	\$2,245,475.00	\$26,876,890.00	\$29,122,365.00



PROJECT MAP:



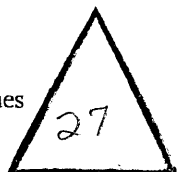
MOU ATTACHMENT D
REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

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

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

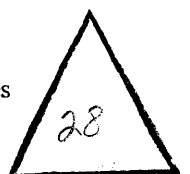


EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (MOU 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 designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current 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 execution of the MOU, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The MOU is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- 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*.
- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.



LACMTA MOU ATTACHMENT D1
QUARTERLY PROGRESS / EXPENSE REPORT

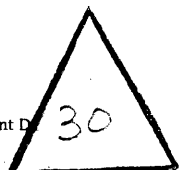
Invoice & Compliance	
Invoice #	
Invoice Date	
MOU#	
Quarterly Report #	

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
P.O. Box #512296, Los Angeles, CA 90051-0296 after the close
of each quarter, but no later than November 30, February 28,
May 31 and August 31. Please note that letters or other forms
of documentation may not be substituted for this form. Refer to the
Reporting and Expenditure Guidelines (Attachment 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 Grant \$	Local Match (Incl. In- Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				



SECTION 2: GENERAL INFORMATION

PROJECT TITLE: I-405 AVALON BLVD. ACCESS & CONGESTION RELIEF PROJECT

MOU #: MOU.P00F3119

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2004-2005 2005-2006 2006-2007
 2007-2008 2008-2009 2009-2010

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

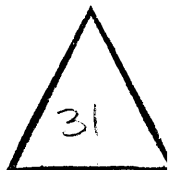
DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

Freeway RSTI Signal Synchronization
 TDM Bikeway Pedestrian
 Transit TEA

LACMTA Area Team Representative / Project Mgr.	Name:	
	Area Team:	
	Phone Number:	
	e-mail:	

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



SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

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

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

MOU Milestones	Original MOU Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Total Project Duration (Months)				

2. PROJECT COMPLETION

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

- On schedule per original MOU 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 MOU?

- 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



TASKS AND MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

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".

ACTION ITEMS TO RESOLVE DELAY

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



SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

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

1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

Notes:

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

Invoice Payment Information:

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

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

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

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

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

Signature

Date

Name

Title



**Los Angeles Metropolitan Transportation Authority
2013 Federal Transportation Improvement Program (\$000)**

TIP ID **LAE2198**

Implementing Agency **Carson, City of**

Project Description: AVALON BLVD INTERCHANGE MODIFICATION AT I-405 IMPROVING AVALON/I-405 INTERCHANGE BY CONSTRUCTING A NEW SOUTHBOUND ON-RAMP, WIDENING NORTHBOUND OFF-RAMP AND ON-RAMP, Widening Avalon Blvd northbound.

SCAG RTP Project #: LAE2198
Is Model: YES Model #: L407
PM: Massoud Ghiam - (310) 952-1700
Email: mghiam@carson.ca.us
LS: N LS GROUP#:
Conformity Category: NON-EXEMPT
Completion Date 12/31/2014

System :Local Hwy Route : Postmile: Distance: Phase: Construction/Project implementation begins

Lane # Extd: 1 Lane # Prop: 3 Imprv Desc: Widen off-ramp from 1 to 3 lanes (2 new LT, 1 free RT)

Air Basin: SCAB Envir Doc: FINDING OF NO SIGNIFICANT IMPACT - 03/19/

Toll Rate: Toll Colc Loc: Toll Method: Hov acs eg loc:

Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region:

Program Code: CARH3 - INTERCHANGE-MOD/REP/REC-LN ADD'S

CTIPS ID: 20920003714 EA #: PPNO:

AGENCY - Agency	PHASE	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
	PE	\$381								\$381
	RW	\$0								\$0
	CON	\$9,079								\$9,079
	SUBTOTAL	\$9,460								\$9,460
DEMOSTL - Demonstration - SAFETEA-LU	PE	\$0								\$0
	RW	\$0								\$0
	CON	\$4,800								\$4,800
	SUBTOTAL	\$4,800								\$4,800
NH - National Highway System	PE	\$769								\$769
	RW	\$0								\$0
	CON	\$0								\$0
	SUBTOTAL	\$769								\$769
PC25 - Los Angeles County Proposition "C25"	PE	\$0	\$0	\$0						\$0
	RW	\$0	\$0	\$0						\$0
	CON	\$2,890	\$2,543	\$1,338						\$6,771
	SUBTOTAL	\$2,890	\$2,543	\$1,338						\$6,771
TOTAL PE: \$1,150		TOTAL RW: \$0		TOTAL CON: \$20,650						

- General Comment: This Project is under construction
- Modeling Comment: This Project is under construction
- TCM Comment: This Project is under construction
- Narrative: Project cost stays the same
- Changed Environmental Document:
 - from "DRAFT ENVIRONMENTAL IMPACT STATEMENT" to "FINDING OF NO SIGNIFICANT IMPACT"
- Changed Current Implementation Status:
 - from "Engineering/Plans, Specifications and Estimates (PS&E)" to "Construction/Project Implementation begins"
- No change in project funding
- Total project cost remains the same at \$21,800

Last Revised Adoption 13-00 - Submitted

Change reason: Carry Over, AWARDED PROJECT

Total Cost **\$21,800**



ITEM NO. (6) APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH DMJM HARRIS TO PREPARE PROJECT REPORT, ENVIRONMENTAL DOCUMENTS, PLANS, SPECIFICATIONS AND ESTIMATES - PROJECT NO. 921: AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY (DEVELOPMENT SERVICES)

RECOMMENDATION for the Redevelopment Agency:

TAKE the following actions:

1. APPROVE the Agreement for Professional Services with DMJM Harris to prepare the Project Report, Environmental Document (ED), Geometric Approval Drawings (GAD), to obtain the Project Approval (PA); and the preparation of Plans, Specifications & Estimates (PS&E) for Project No. 921: Avalon Boulevard Interchange Modification at the I 405 Freeway, for a negotiated fee not to exceed \$1,256,849, pending Caltrans' pre award audit.
2. AUTHORIZE the Chairman to execute the professional services agreement, after Caltrans' pre-award audit, and the Agency secretary to attest, following approval as to form by the Agency Counsel.

ACTION: This item was Approved on the New Business Consent Calendar on motion of Santarina, seconded by Williams and unanimously carried by the following vote:

Ayes: Chairman Dear, Chairman Pro Tem Ruiz-Raber, Agency Member Santarina, Agency Member Williams, and Agency Member Gipson
Noes: None
Abstain: None
Absent: None



ITEM NO. (19) RESOLUTION NO. 06-007, APPROVING THE COOPERATIVE AGREEMENT NO. 07-4618 FOR THE AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY (DEVELOPMENT SERVICES)

RECOMMENDATION for the City Council:

1. WAIVE further reading and ADOPT Resolution No. 06 007; "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE COOPERATIVE AGREEMENT NO. 07-4618 FOR THE AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I 405 FREEWAY."

ACTION: This item was Approved on the New Business Consent on motion of Santarina, seconded by Ruiz-Raber and unanimously carried by the following vote:

Ayes: Mayor Dear, Mayor Pro Tem Ruiz-Raber, Council Member Santarina, Council Member Williams, and Council Member Gipson
Noes: None
Abstain: None
Absent: None



ITEM NO. (8) APPROVAL OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DMJM HARRIS FOR PROJECT NO. 921: AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY (DEVELOPMENT SERVICES)

Executive Director Groomes summarized the staff report and recommendation.

(Chairman Dear exited the meeting at 9:12 P.M., and Ruiz-Raber assumed the Chair.)

(Chairman Dear reentered the meeting at 9:13 P.M., and resumed the Chair.)

RECOMMENDATION for the Redevelopment Agency:

TAKE the following actions:

1. APPROVE the First Amendment to the Professional Services Agreement with DMJM Harris to reflect an increase in the scope of work, for a negotiated fee not-to-exceed \$208,719.00.
2. AUTHORIZE the Agency Chairman to execute the First Amendment to the Professional Services Agreement following approval as to form by the Agency Counsel.

ACTION: It was moved to Approve staff recommendation Nos. 1 and 2 on motion of Williams, seconded by Santarina and unanimously carried by the following vote:

Ayes: Chairman Dear, Chairman Pro Tem Ruiz-Raber, Agency Member Santarina,
Agency Member Williams, and Agency Member Gipson
Noes: None
Abstain: None
Absent: None



ITEM NO. (2) APPROVAL OF THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DMJM HARRIS FOR PROJECT NO. 921: AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY (DEVELOPMENT SERVICES)

Executive Director Groomes summarized the staff report and recommendation.

(Chairman Dear exited the meeting at 8:14 P.M., and Chairman Pro Tem Gipson assumed the Chair.)

RECOMMENDATION for the Redevelopment Agency:

TAKE the following actions:

1. APPROVE the Second Amendment to the Professional Services Agreement with DMJM Harris to reflect an increase in the scope of work for a negotiated fee not to exceed \$399,918.00.
2. AUTHORIZE the Agency Chairman to execute the Second Amendment to the Professional Services Agreement following approval as to form by the Agency Counsel.

ACTION: It was moved to Approve staff recommendation Nos. 1 and 2 on motion of Davis-Holmes and seconded by Williams.

(Chairman Dear reentered the meeting at 8:15 P.M. and resumed the Chair.)

The motion was unanimously carried by the following vote:

Ayes: Chairman Dear, Chairman Pro Tem Gipson, Agency Member Santarina, Agency Member Williams, and Agency Member Davis-Holmes
Noes: None
Abstain: None
Absent: None



ITEM NO. (20) CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARSONS TRANSPORTATION GROUP INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR PROJECT NO. 921: AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY (DEVELOPMENT SERVICES)

THIS IS A JOINT AGENDA ITEM WITH AGENCY AGENDA ITEM NO. 7

City Manager/Executive Director Groomes summarized the staff report and recommendation.

Dave Tiberi and Carlos Cedana, Parsons Transportation Group, Inc., answered questions and provided additional information.

RECOMMENDATION for the City Council:

TAKE the following actions:

1. APPROVE a Professional Services Agreement with Parsons Transportation Group Inc. to provide Construction Management Services for Project No. 921: Avalon Boulevard Interchange Modification at the I-405 Freeway; for a negotiated fee not-to-exceed \$2,403,506.43, pending Caltrans' pre-award audit.
2. AUTHORIZE the Mayor to execute the Professional Services Agreement, after Caltrans' pre-award audit, and following approval as to form by the City Attorney.

ACTION: It was moved to Approve staff recommendation Nos. 1 and 2 for joint Council Item No. 20 and joint Agency Item No. 7 on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Chairman Dear, Mayor Pro Tem/Chairman Pro Tem Gipson. Council/Agency Member Santarina, and Council/Agency Member Williams
Noes: None
Abstain: None
Absent: Council/Agency Member Davis-Holmes

RECESS: After joint Council Item No. 20 / joint Agency Item No. 7, the Redevelopment Agency was Recessed at 10:41 P.M. by Mayor/Chairman Dear to the City Council.

RECESS: The City Council was Recessed at 10:41 P.M. by Mayor Dear to a continued Closed Session to discuss the items described on this evening's agenda.

RECONVENE: The City Council and Redevelopment Agency were Reconvened at 11:13 P.M. by Mayor/Chairman Dear with all members previously noted present except Davis-Holmes absent.



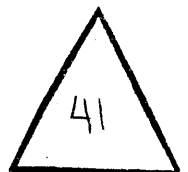
**ITEM NO. (11) CONSIDERATION OF RESOLUTION NO. 09-038, APPROVING
COOPERATIVE AGREEMENT NO. 07-4840 FOR THE AVALON
BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY
(DEVELOPMENT SERVICES)**

RECOMMENDATION for the City Council:

1. WAIVE further reading and ADOPT Resolution No. 09-038, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING COOPERATIVE AGREEMENT NO. 07-4840 FOR THE AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY."

ACTION: It was moved to Approve New Business Consent Calendar Item Nos. 7, 9, 10, 11, 13, and 15 on motion of Dear, seconded by Ruiz-Raber and unanimously carried by the following vote:

Ayes: Mayor Dear, Mayor Pro Tem Davis-Holmes, Council Member Santarina, Council Member Gipson, and Council Member Ruiz-Raber
Noes: None
Abstain: None
Absent: None



ITEM NO. (10) CONSIDERATION OF RESOLUTION NO. 09-098, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE COST SHARING OF STATE HIGHWAY ELECTRICAL FACILITIES WITH THE CITY OF CARSON (DEVELOPMENT SERVICES)

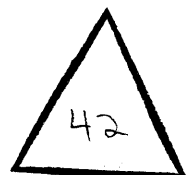
Development Services General Manager Rollinger summarized the staff report and recommendation.

RECOMMENDATION for the City Council:

1. WAIVE further reading and ADOPT Resolution No. 09 098, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE COST SHARING OF STATE HIGHWAY ELECTRICAL FACILITIES WITH THE CITY OF CARSON."

ACTION: It was moved to Approve the staff recommendation on motion of Dear, seconded by Ruiz-Raber and unanimously carried by the following vote:

Ayes: Mayor Dear, Mayor Pro Tem Davis-Holmes, Council Member Gipson, and Council Member Ruiz-Raber
Noes: None
Abstain: None
Absent: Council Member Santarina



ITEM NO. (4) CONSIDERATION OF THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DMJM HARRIS FOR PROJECT NO. 921: AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY (DEVELOPMENT SERVICES)

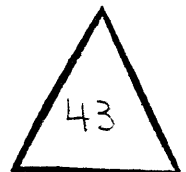
RECOMMENDATION for the Redevelopment Agency:

TAKE the following actions:

1. APPROVE the Third Amendment to the Professional Services Agreement with DMJM Harris Inc. to reflect an increase in the scope of work for a negotiated fee not-to-exceed \$379,989.00.
2. AUTHORIZE the Agency Chairman to execute the Third Amendment to the Professional Services Agreement following approval as to form by the Agency Counsel.

ACTION: Item No. 4 was approved on the New Business Consent Calendar on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Chairman Dear, Chairman Pro Tem Davis-Holmes, Agency Member Gipson, and Agency Member Ruiz-Raber
Noes: None
Abstain: None
Absent: Agency Member Santarina



ITEM NO. (14) CONSIDER THE APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR PROJECT NO. 921 [FEDERAL NO. NCBLN01-5403(010)]: AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY (DEVELOPMENT SERVICES)

THIS IS A JOINT AGENDA ITEM WITH AGENCY ITEM NO. 7.

This item was heard in joint session at 8:34 P.M.

Mayor/Chairman Dear acknowledged the attendance of former Carson Councilman Harold Williams.

City Manager/Executive Director Groomes summarized staff report and recommendation. He acknowledged the work by City staff, Caltrans, and work to be done by construction management. He described the project to be an 18 month project, with activity and inconvenience during that time. He reported that although the project would require \$30 million-plus to build, grants were obtained and felt that the project was an example how a successful Redevelopment Agency, such as the Carson Redevelopment Agency could assist with a project.

(Mayor Dear exited the meeting at 8:37 P.M. and reentered the meeting at 8:30 P.M.)

Senior Civil Engineer Ghiam narrated a computerized presentation regarding Project No. 921, Avalon Boulevard Interchange Modification at the I-405 Freeway as follows:

- Discussed the different stages of the project.
- Clarified that the goal was to keep the freeway on ramps open with minimum interruption to the residents on Avalon Boulevard;
- Provided a walk through what the project would do.
- Summarized the construction activity.
- Responded to questions.

Upon inquiry, Senior Civil Engineer Ghiam responded as follows:

- Two bumps at Avalon Boulevard southbound when exiting the freeway would be eliminated and that Caltrans would be fixing the first lane on the freeway.
- Soundwall at Imperial Avalon Mobilehome Park would be approximately 20-feet high and designed to protect from any impact and sound and decorative with an art feature.



- Intersection from City Hall to Southbay Pavilion would be attractive and pedestrian-friendly with a bike lane.
- Since the project was federally funded, there was no PLA component; however, local hiring through the Employment Center would be part of the project.

Upon inquiry, City Manager/Executive Director Groomes responded as follows:

- Funds from the Redevelopment Agency were allocated to supplement the grant funds.
- There was a possibility to be able to take advantage of lower construction costs.
- After the award of the contract, staff would be working closely with the contractor for local hiring.

Upon inquiry, Senior Civil Engineer Ghiam reported that he was working with Planning to develop a theme for Carson.

RECOMMENDATION for the City Council:

TAKE the following actions:

1. APPROVE the plans, specifications, and estimates and order the work for Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway.
2. AUTHORIZE payment in the amount of \$303,600.00 to Los Angeles County Flood Control District for the purchase of a right-of-way over the Torrance Lateral Flood Control Channel.
3. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway.

ACTION: It was moved to approve staff recommendation Nos. 1, 2, and 3 for Council Item No. 14 and Agency Item No. 7 on motion of Ruiz-Raber, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Chairman Dear, Mayor Pro Tem/Chairman Pro Tem Davis-Holmes,
Council/Agency Member Gipson, and Council/Agency Member Ruiz-Raber
Noes: None
Abstain: None
Absent: Council/Agency Member Santarina



**ITEM NO. (26) CONSIDER AN AWARD OF A CONSTRUCTION CONTRACT FOR
PROJECT NO. 921 [FEDERAL NO. NCBLN01-5403(010)]: AVALON
BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY
(DEVELOPMENT SERVICES)**

THIS IS A JOINT AGENDA ITEM WITH AGENCY ITEM NO. 6

This item was heard after Council Item No. 3 / Agency Item No. 1 at 10:04 P.M.

City Manager Groomes summarized the staff report and recommendation.

RECOMMENDATION for the City Council:

TAKE the following actions:

1. AWARD a construction contract for Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modification at the I-405 Freeway, in the amount of \$12,219,821.65, to the lowest responsible bidder, Powell Constructors.
2. AUTHORIZE the expenditure of a construction contingency, if necessary, in the amount of \$1,832,973.00 (15%) for change orders such as the removal and remediation of contaminated soil, substructure conflicts, and other unforeseen construction work that may be required to complete this project.
3. AUTHORIZE the Mayor to execute the contract following approval as to form by the City Attorney.

ACTION: It was moved to approve the staff recommendation on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Chairman Dear, Mayor Pro Tem/Chairman Pro Tem Santarina,
 Council/Agency Member Gipson, Council/Agency Member Davis Holmes, and
 Council/Agency Member Ruiz-Raber
Noes: None
Abstain: None
Absent: None

At 11:13 P.M., Mayor Dear inquired whether there were any objections to continuing this evening's agenda, with no objections heard.



ITEM NO. (17) CONSIDERATION OF RESOLUTION NO. 10-100, AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. M008 REV. 2 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403R FOR FEDERAL AID PROJECTS COVERING THE CONSTRUCTION PHASE OF PROJECT NO. 921 [FEDERAL NO. NCBLN01-5403 (010)]: AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY (DEVELOPMENT SERVICES)

RECOMMENDATION for the City Council:

1. WAIVE further reading and ADOPT Resolution No. 10 100, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. M008 REV. 2 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403R FOR FEDERAL AID PROJECTS COVERING THE CONSTRUCTION PHASE OF PROJECT NO. 921 [FEDERAL NO. NCBLN01 5403(010)]: AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I 405 FREEWAY."

ACTION: Item No. 17 was approved on the New Business Consent Calendar on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Chairman Dear, Mayor Pro Tem/Vice Chairman Santarina, Council/Agency Member Davis Holmes, Council/Agency Member Gipson, and Council/Agency Member Ruiz-Raber
Noes: None
Abstain: None
Absent: None



ITEM NO. (14) CONSIDERATION OF RESOLUTION NO. 11-012, APPROVING AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 07-4840 FOR PROJECT NO. 921 [FEDERAL NO. NCBLN01-5403(010)]: AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I-405 FREEWAY (DEVELOPMENT SERVICES)

RECOMMENDATION for the City Council:

1. WAIVE further reading and ADOPT Resolution No. 11 012, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, and APPROVING AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 07 4840 FOR PROJECT NO. 921 [FEDERAL NO. NCBLN01-5403(010): AVALON BOULEVARD INTERCHANGE MODIFICATION AT THE I 405 FREEWAY."

ACTION: Item No. 14 was approved on the New Business Consent Calendar on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Mayor/Chairman Dear, Mayor Pro Tem/Vice Chairman Santarina, Council/Agency Member Davis Holmes, Council/Agency Member Gipson, and Council/Agency Member Ruiz-Raber
Noes: None
Abstain: None
Absent: None

