

FTIP#: LAF3830 PPNO: 4318 CFP#F3830 LOA.P00F3830

November 30, 2011

Mr. Mark Bozigian City Manager City of Lancaster 44933 N. Fern Avenue Lancaster CA 93534

Attn: Marissa Diaz

Senior Engineer

RE: LETTER OF AGREEMENT FOR PROJECTS PROGRAMMED THROUGH THE LACMTA CALL FOR PROJECTS AND STATE TRANSPORTATION IMPROVEMENT PROGRAM

Dear Sir/Madam:

As part of the Los Angeles County Metropolitan Transportation Authority ("LACMTA") 2009 Call for Projects and the 2010 State Transportation Improvement Program ("STIP"), the LACMTA Board of Directors, at its meeting on September 24, 2009 and the California Transportation Commission ("CTC") at its meeting of May 20, 2010, authorized the programming of funds to City of Lancaster ("Project Sponsor") for the Downtown Lancaster Gateway and Roundabout Project – LACMTA Call for Projects ID# F3830, FTIP# LAF3830, (the "Project") subject to the terms and conditions contained in this STIP Letter of Agreement ("LOA").

The terms and conditions of this LOA consist of the following and each is incorporated by reference herein as if fully set forth herein: Specific Terms of the LOA, General Terms of the LOA, <u>Attachment A</u> - the Project Funding, <u>Attachment B</u> - intentionally omitted, <u>Attachment C</u> - the Scope of Work, <u>Attachment D</u> - the Reporting & Expenditure Guidelines, <u>Attachment E</u> - the Federal Transportation Improvement Program (FTIP) Sheet, <u>Attachment F</u> - the CTC Amendment of STIP Guidelines & 2001 Guidelines (PDF files will be provided via email).

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

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

Very truly yours,



Arthur T. Leahy Chief Executive Officer

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

#### GRANTEE:

CITY OF LANCASTER
By:
Mark Bozigian City Manager
Date:
AS APPROVED TO FORM:
By:
David R. McEwen City Attorney
Data

# CALL FOR PROJECTS STATE TRANSPORTATION IMPROVEMENT PROGRAM LETTER OF AGREEMENT

# PART I SPECIFIC TERMS OF THE LOA

- 1. Title of the Project (the "Project"): Downtown Lancaster Gateway and Roundabout Project LACMTA Call for Projects ID# F3830, FTIP # LAF3830.
- 2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors' action of September 24, 2009, and CTC approval of May 20, 2010, programmed \$895,300 (the "Funds") to Project Sponsor for the Project. The Funds are programmed over one year, for Fiscal Year (FY) 2011-12.
- 3. The Funding Agency for this Project (the "Agency") is CALTRANS. The Programming Agency for this Project is LACMTA.
- 4. The "Project Funding" documents all sources of fund programmed for the Project as approved by LACMTA and is attached as <u>Attachment A</u>. The Project Funding includes the total programmed budget for the Project, including the Funds programmed by LACMTA and the Project Sponsor Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
- 5. Project Sponsor shall complete the Project as described in the Scope of Work. The "Scope of Work" for the Project is attached as <u>Attachment C</u>. The Scope of Work includes a general description of the Project and a detailed description of the work to be completed including, without limitation, Project milestones consistent with the lapsing policy described in Part II below. The Scope of Work also includes a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing.
- 6. The "FTIP PROJECT SHEET (PDF)" is attached as <a href="Attachment E">Attachment E</a> 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 ProgamMetro FTIP database under the reports section at <a href="www://program.metro.net">www://program.metro.net</a>. All projects that receive funding through the LACMTA Call For Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Project Sponsor shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Project Sponsor will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Project Sponsor is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Project Sponsor fail to meet this date, it may affect Project Sponsor's ability to access funding, delay the Project

and may ultimately result in the Funds being lapsed.

- 7. The CTC Amendment of STIP Guidelines is posted in the Agreement Reference Documents (www.metro.net/projects\_studies/call\_projects/ref\_docs.htm). The guidelines describe the policy, standards, criteria and procedures for the development, adoption and management of the STIP. The STIP Guidelines also provide incentives for Project Sponsor's accountability for the timely use of the Funds.
- 8. Project Sponsor will submit to LACMTA for concurrence copies of Agency Grant Applications, allocation and extension request documents, and/or Fund Transfer Agreements and/or the Fund Request it submits to the CTC. The Fund Request or the extension request or the allocation request shall be administratively approved by LACMTA before it is submitted to Caltrans and the CTC.
- 9. Prior to allocation of the Funds by the CTC, no material changes to the Project Funding or the Scope of Work shall be allowed without prior written approval of LACMTA and Project Sponsor. Prior approval of the CTC may also be required by Caltrans. Such prior approval shall be evidenced by an amendment to this LOA, approved and signed by the LACMTA Chief Executive Officer or his designee and Project Sponsor. After the allocation of the Funds by CTC, no material changes will be allowed.

#### 10. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012

Attention: Desiree Portillo-Rabinov One Gateway Plaza, MS 99-22-4 Los Angeles, CA 90012

Project Sponsor's Address: City of Lancaster 44933 N. Fern Avenue Lancaster CA 93534

Attn: Marissa Diaz, Senior Engineer mdiaz@cityoflancasterca.org

# PART II GENERAL TERMS OF THE LOA

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

#### 2. **TERM:**

- 2.1 The term of this LOA shall commence upon the date of this LOA, and shall terminate upon the completion of the agreed upon Scope of Work and LACMTA's receipt of Caltrans' final voucher paid for the Project.
- 2.2 Prior to the allocation of the Funds, should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this LOA by giving written notice to Project Sponsor at least thirty (30) days in advance of the effective date of such termination.

#### 3. <u>USE OF FUNDS:</u>

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

#### 4. <u>REPORTING AND AUDIT REQUIREMENTS:</u>

- 4.1 Project Sponsor shall be subject to and comply with all applicable requirements of the Agency regarding Project reporting and audit requirements. *Project Sponsor shall use the Federal Transportation Improvement Program ("FTIP") No., Expenditure Authorization ("EA") No., and LACMTA Call for Projects Project ID# on all correspondence.*
- 4.2 Since the Project is funded exclusively with Federal/State funds and contains no LACMTA local funding, LACMTA has no audit responsibilities on this Project. Project Sponsor shall comply with all Agency compliance, pre-award and performance audit requirements as deemed necessary to assure that funding expenditures conform to all applicable Project funding guidelines, laws and regulations. LACMTA, as the programming agency, shall have the right, at its sole discretion, to audit the Project for compliance with the terms of this LOA and to assure that funding expenditures conform to the terms of this LOA. LACMTA shall have the same audit rights as the Agency to audit the Project.
- 4.3 Project Sponsor shall submit the Quarterly Progress Report within 60 days after the close of each quarter on the last day of the months November, February, May and August. Annually with the 4th quarter Progress Report, Project Sponsor also shall submit photos of key components and milestones demonstrating Project progress or completion.

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

- 5.1 The expenditure and disposition of the Funds by Project Sponsor shall be subject to and in accordance with the terms and conditions of this LOA and the applicable requirements of the Agency. Project Sponsor shall not utilize the Funds in any other way or on any project other than that specified in this LOA and the applicable requirements of the Agency.
- 5.2 Project Sponsor shall be responsible for any and all cost overruns for the Project.
- 5.3 Project Sponsor shall be eligible for the Funds up to the programmed amount specified in Part I, Section 2 of this LOA subject to the terms and conditions contained herein and in all applicable requirements of the Agency.
- 5.4 The programming of the Funds does not imply nor obligate any future funding commitment on the part of LACMTA or the Agency.

#### 6. <u>TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:</u>

- 6.1 The following is LACMTA's understanding of the state requirements for timely use of funds, as of the date of this LOA; the terms of this section are subject to change by the Agency and/or the CTC.
- 6.2 Programmed Funds are available for a project specific allocation vote by the CTC only until the end of the Fiscal Year (FY) for which they are programmed. Project Sponsor may request a one-time extension to the allocation deadline, however there is no guarantee it will be approved. Project Sponsor must present Caltrans District 7 with either a completed Project specific allocation request or a completed request for extension at least 60 days in advance of the last CTC meeting of the fiscal year in which the Funds are programmed, otherwise, the Funds may be rescinded by the CTC and LACMTA will not be responsible for replacing them. An allocation request and/or a request for extension will not be considered complete by Caltrans unless it includes LACMTA concurrence.
  - After the Funds are allocated by a specific vote of the CTC for construction or capital purchase, Project Sponsor has six (6) months to award a contract; or request a one-time extension from the CTC. However, the CTC is under no obligation to grant this extension. Otherwise, the Funds may be rescinded by the CTC and LACMTA will not be responsible for replacing them.
  - After award of a contract, Project Sponsor has a maximum of thirty-six (36) months to complete such contract and expend and receive reimbursement of the expenditures.
  - Funds allocated by the CTC for Project development or right-of-way costs must be expended by the end of the second Fiscal Year following the year in which the Funds were allocated.

The deadline for the Project specific allocation vote can be extended by the CTC, but only if the CTC's action occurs by June of the Fiscal Year in which the Funds are programmed. The possible CTC extensions are one time and for up to twenty (20) months at the discretion of the CTC, but only if the CTC finds that an unforeseen and extraordinary circumstance beyond the control of Project Sponsor has occurred that justifies the extension.

Following the allocation, at the end of the period allowed for expenditure and reimbursement of expenditures, subject to the requirements and regulations of the Agency and the CTC, and to the extent allowed by the Agency and the CTC, Project Sponsor shall relinquish any Funds not reimbursed to the State Highway Account for future programming at the CTC's discretion.

Assuming the above allocation and Project development/right-of-way expenditure and reimbursement deadlines have been met, all Funds programmed for FY 2011-2012 are subject to lapse by June 30, 2014.

Prior to the programmed year, a STIP amendment reprogramming funds to a later year will postpone the application of the lapsing provision. A STIP amendment request must be made ninety (90) days prior to the last CTC meeting or no later than March of the program year of the Fiscal Year prior to the Fiscal Year in which the Funds are programmed. A STIP amendment request will not be considered complete by Caltrans unless it includes LACMTA concurrence. The CTC will not amend the STIP to change the program year of the funding after the beginning of the fiscal year for which the Project is programmed.

If Project Sponsor fails to meet any of the above conditions, the Project shall be considered lapsed by the CTC and will be removed from LACMTA's program of projects.

- 6.3 Project Sponsor must execute this LOA within ninety (90) days of receiving formal transmittal of the LOA from LACMTA or by December 31 of the first fiscal year in which the Funds are programmed, whichever is later and demonstrate evidence of timely allocation of Funds programmed for the Project within the time period described in Part II, Section 6.2 of this LOA. Evidence of timely allocation includes an executed allocation request document, an approved Grant Application document with the Agency, and the Fund Allocation Request that Project Sponsor submits to the CTC.
- 6.4 In the event this LOA is not executed and/or evidence of timely allocation of Funds is not provided as described in Part II, Sections 6.1, 6.2 and 6.3 of this LOA, the Project will be reevaluated by LACMTA as part of the annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Project Sponsor does not complete one element of the Project, as described in the FTIP 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 the Funds are reprogrammed, this LOA shall automatically terminate without further action by either party.

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

- 7.1 The obligation for LACMTA to program the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors, the United States Government or the State of California, as applicable. If such Funds are not made available for the Project, this LOA shall be void and have no further force and effect, and LACMTA shall have no obligation to program the Funds for the Project, unless otherwise agreed to in writing by LACMTA.
- 7.2 Project Sponsor shall fully fund and contribute the Project Sponsor Funding Commitment, as identified in the Project Funding (<u>Attachment A</u>), towards the cost of the Project. If the Funds identified in <u>Attachment A</u> are insufficient to complete the Project, Project Sponsor agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

#### 8. **COMMUNICATIONS:**

- 8.1 Project Sponsor shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. Project Sponsor shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by Metro" alternative acceptable minimum language; and (ii) the Metro logo, with the exception of press releases, which do not require a Metro logo.
- 8.2 If Project Sponsor proposes to produce any Communication Materials that do not contain the information set forth in Section 8.1 above, Project Sponsor 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 Project Sponsor does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Project Sponsor may proceed with producing the Communications Materials as proposed.
- 8.3 For purposes of this LOA, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.
- 8.4 For signage on Project structures, facilities, vehicles and construction sites, Project Sponsor shall use the phrase, "Funded in part by [Metro logo]" or "Your tax dollars at work (Metro logo)" or alternative acceptable language. Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials guidelines available from the LACMTA Communications Division.
- 8.5 Project Sponsor shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.
- 8.6 The METRO logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.
- 8.7 Project Sponsor shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 8.

#### 9. OTHER TERMS AND CONDITIONS:

- 9.1 This LOA, along with the applicable requirements of the Agency, constitutes the entire understanding between the parties, with respect to the subject matter herein. The LOA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original LOA or the same level of authority.
- 9.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this LOA, or the applicable requirements of the Agency, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.
- 9.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Project Sponsor under or in connection with any work performed by and or service provided by Project Sponsor, its officers, agents, employees, contractors and subcontractors under this LOA. Project Sponsor shall fully indemnify, defend and hold LACMTA, and its 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 Project Sponsor, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Project Sponsor's obligations under this LOA; or (iii) any act or omission of Project Sponsor, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services in connection with the Project, including, without limitation, the Scope of Work, described in this LOA.
- 9.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this LOA.
- 9.5 Project Sponsor shall comply with and insure that work performed under this LOA is done in compliance with Federal Agency Regulations (FAR), Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and the applicable requirements and regulations of the Agency, CTC and LACMTA.
- 9.6 Project Sponsor shall not assign this LOA, or any part thereof, without written consent and prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.
  - 9.7 This LOA shall be governed by California law. If any provision of this

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

- 9.8 The terms of this LOA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.
- 9.9 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Project Sponsor ceases to use the software/ITS for public purposes or Project Sponsor sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Project Sponsor reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.
- 9.10 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with LACMTA's Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of Attachment G-1. See <a href="www.metro.net/projects\_studies/call\_projects/other\_resources.htm">www.metro.net/projects\_studies/call\_projects/other\_resources.htm</a> for ITS Policy and Procedures, and the Self Certification form.
- 9.11 If any parking facilities are designed and/or constructed using the Funds, Project Sponsor shall coordinate with the LACMTA parking program staff in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA-adopted parking policy. For LACMTA's Parking Policy, see <a href="https://www.metro.net/projects\_studies/call\_projects/other\_resources.htm">www.metro.net/projects\_studies/call\_projects/other\_resources.htm</a>.
- 9.12 Project Sponsor agrees that the disposal of property purchased with the Funds shall be disposed of in accordance with the Agency's guidelines.
- 9.13 Notice will be given to the parties at the address specified in Part I, otherwise notified in writing of change of address.
- 9.14 Project Sponsor in the performance of the work required by this LOA is not a contractor nor an agent or employee of LACMTA. Project Sponsor attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Project Sponsor shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.
- 9.15 Project Sponsor shall notify LACMTA in advance of any key Project staffing changes.

#### STATE GRANT AGREEMENT

LOA.P000F3830 PPNO: 4318

CFP#: F3830 PROJECT TITLE: Downtown Lancaster Gateway & Roundabout Project

#### GRANTEE/ PROJECT SPONSOR:

#### LETTER OF AGREEMENT NO: LOA.P000F3830

(\$ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:								
State Transportation Improvement Program (	IL STIP)				895,300		895,300	33.0%
(RIP) Regional Improvement Program	Ĭ ,				000,000		000,000	00.070
(TE) Transportation Enhancements								
-PA & ED								
R/W s								
-PS&E								
-Construction								
			LACMTA S	UBTOTAL			895,300	33.0%
GRANTEE/SPONSOR MATCH:							,	
Grantee Funding Commitment (specify type)								
City General Fund								
Prop C Local Return					1,177,731		1,177,731	43.4%
Block Grant								
TDA Article 8 and Measure R								
-PA & ED								
-R/W s					420,000		420,000	15.5%
-PS&E -Construction					220,000		220,000	8.1%
-Construction								
Note:You can not match State with State Funds								
The same of the sa	G	RANTEE / PR	ROJECT SPO	NSOR MATC	H SUBTOTAL		1,817,731	67.0%
TOTAL PROJECT FUNDING					\$2,713,031		2713031	100.0%

#### ATTACHMENT C

#### **SCOPE OF WORK**

#### **PROJECT LIMITS:**

The project is located in Downtown Lancaster in the Gateway District at the intersection of Lancaster Boulevard and 10<sup>th</sup> Street West. The limits of the project will be approximately 500' in all directions from the intersection.

#### **SCOPE OF WORK:**

The project will construct an elliptical roundabout and enhancements at the intersection of Lancaster Boulevard and 10th Street West. This intersection is the westerly gateway to Downtown Lancaster and focuses on making Lancaster Boulevard, The Blvd, a "Main Street" environment. The roundabout was considered in the City's Downtown Specific Plan which was adopted by the City Council in November of 2008. The project is located within the Gateway District and is consistent with the design regulations and guidelines for that district.

Major project components include design, construction and installation of center and splitter median islands, installation of pavers, lighting and landscaping enhancements in and around the roundabout, parkways and medians. The landscaping will be consistent with the City's newly adopted Landscape Ordinance which focuses on drought tolerate species and water conservation efforts. The project will utilize drip irrigation.

In the center of the roundabout, in addition to landscaping, a centerpiece sculpture will be installed. The project will also construct a plaza and garden on the Southwest corner of the intersections. The plaza will include a pergola, seating areas, and will showcase art sculptures and wayfinding signs for the downtown area. The pergola will be shaped to enhance the roundabout and tie it into this transportation feature.

MTA funds are for construction only.

#### PROJECT SCHEDULE & MILESTONES:

The approximate timeline for this project is as follows:

ROW AND PES document in process	September to November 2011
PES to Caltrans for review and certification	December 2011
Completion of PS&E and Approval	December 2011 to February 1, 2012

Rev: 12.15.08 1 LOA Attachment C

Caltrans issuance of "Authorization Construction" in the form of an E-76	to Proceed with	March 1 to 30, 2012
CTC Allocation of Construction Funding		June 27-28, 2012
Advertise Notice Inviting Bids		May 20, 2012
Award of construction contract		July 23, 2012
Start of construction		August 20, 2012
Construction completed		June 30, 2013

## PROJECT FUNDING:

The project funding sources and amounts are as follows:

Fund Source	Design Phase	Construction Phase	Amount
Traffic Impact Fees	420,000	-	420,000
Prop C	-	1,178,000	1,178,000
Measure R	220,000	-	220,000
LACMTA – 2009 Call for Projects	-	895,300	895,300
FY 2011/12			
TOTAL	640,000	2,073,300	2,713,300

## **Project Maps:**

Vicinity Map and Project Footprint Map attached.

## Los Angeles Metropolitan Transportation Authority

2011 Federal Transportation Improvement Program (\$000)

TIP ID LAF3830 (LA11G4T	') Ir	nplementing Agency	Lancaster, City o	of		
Project Description: Downtown Lancaster Gate landscaping, gateway monument/art sculpture Lancaster.				Is Model: PM: Mari Email: mo LS: Y I	P Project #: 1AL04 NO Model #: ssa Diaz - (661) 945-6864 diaz@cityoflancasterca.org .S GROUP#: LA11G4T by Category: EXEMPT - 93.126	
System :Local Hwy Route : Postmile:	Distance:	Phase: Environmenta	I Document/Pre-Design	Phase (PAED)	Completion Date 06/30/2014	
Lane # Extd: Lane # Prop: Imprv Desc:			Air Basin: MDAB	Envir Doc: FINAL ENVI	RONMENTAL IMPACT REPOR	RT - 08
Toll Rate: Toll Colc Loc:	Toll Method: Hov ad	es eg loc:	Uza: Lancaster-Palmd	Sub-Area: Othe	r Sub-Region: San Fernando Vallev/North County Area	
Program Code: NCN46 - PLANTING/LANDSC/	APING		CTIPS ID:	EA #:	PPNO: 4318	
	PHASE	PRIOR 10/11	11/12 12/13	13/14 14/15	5/16 BEYOND TOTA	
CITY - City Funds	PE RW		\$220 \$420			5220 5420
	CON		\$1,178		\$1,	
	SUBTOTA	1	\$1,818			,818
STPE-R - STP Enhancement-RIP	PE	<u> </u>	\$0		Ψ1,	\$0
	RW		\$0			\$0
	CON		\$896		\$8	896
	SUBTOTA	L	\$896		\$	896
	TOTAL		\$2,714		\$2,	2,714
	TOTAL PE	:: \$220	TOTAL RW: \$420	TOTAL CO	N: \$2,074	

<sup>-</sup> General Comment: Changed Project Manager, phone number and email address. Changed Completion Date to reflect earlier authorization of funding.

- Mdeling Comment:
- TCM Comment:
- Narrative: Project cost stays the same Changed Project Completion Date: from "6/30/2016" to "6/30/2014"

- Changed Current Implementation Status:
- from "No Project Activity" to "Environmental Document/Pre-Design Phase (PAED)"

No change in project funding

Last Revised Amendment 11-11.1 - Accepted

Change reason:MINOR CHANGE