



REQUEST FOR PROPOSALS

CONSTRUCTION INSPECTION SERVICES

FOR THE

EL SEGUNDO BOULEVARD IMPROVEMENT PROJECT

RFP NO. 22-06

City of El Segundo, Public Works Department

November 9, 2022

Dear Sir/Madam,

The City of El Segundo invites qualified firms to submit a sealed proposal to provide construction inspection services for the El Segundo Boulevard Improvement Project, based on the plans and specifications issued for bid. The engineer's cost estimate on the project is \$6,500,000.

Five (5) hard copies and one (1) electronic copy of the sealed proposal must be received by the City Clerk by:

11:00 a.m. PST, December 8, 2022

City of El Segundo
City Clerk's Office
350 Main Street
El Segundo, CA 90245

Late proposals will not be accepted.

Interested parties may obtain a copy of this RFP by accessing the City of El Segundo website:

<https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>

Any and all updates, addenda, questions and answers and changes to this RFP will be distributed through the Bid/RFP webpage. The City shall not be held responsible or liable if interested bidders or proposals miss any information relevant to this RFP.

Section 1: Introduction and Project Description

The City of El Segundo is soliciting Request for Proposal (RFP) from qualified Professional Construction Inspection Consultant for services on the City's El Segundo Boulevard Improvement Project, anticipated to start construction in Spring 2023. The estimated construction cost of the proposed improvement is up to \$7M. The selected firm will report to the Ms. Cheryl Ebert, P.E., Project Manager. Any questions regarding this RFP shall be emailed to cebert@elsegundo.org no later than 5:00 p.m. on November 28, 2022. Answer to questions will be posted on the City's website by 5:00 p.m. on December 1, 2022.

The scope of professional services to be provided shall include the completion of the tasks described herein, as well as other elements or modifications which may be agreed upon through the request for proposal process. All services shall be provided in accordance with the City's standard Professional Services Agreement which is provided as Attachment D. Submission of a proposal for this RFP constitutes agreement and consent to the material terms of this Professional Services Agreement. The City may modify its terms, as it solely deems necessary, for the project.

Project Description

El Segundo Boulevard is a major arterial east/west six-lane divided arterial from Isis Avenue to Pacific Coast Highway, and a four-lane divided arterial from Pacific Coast Highway to Illinois Street. The roadway has a varying width from 52-foot curb to curb on the westerly end of the project to 106-feet at the easterly end of the project limits. The existing pavement shows widespread signs of deterioration throughout the corridor with an average Pavement Condition Index (PCI) between 0-40 which constitutes a need for rehabilitation. Existing conditions on El Segundo Boulevard are missing ADA compliant curb ramps, needed larger traffic signal poles, dedicated bicycle facilities including bicycle detection, and adequate pedestrian crossings.

The proposed El Segundo Boulevard Improvement project is part of the 3-year CIP program approved by the City Council in June 2019, and it consists of:

- Rehabilitate existing pavement along El Segundo Boulevard between Illinois Street and Isis Avenue; and rehabilitation along Nash Street, between El Segundo Boulevard and Imperial Highway. Several options of pavement rehabilitation were considered, and the recommended option would include cement stabilized base with an asphalt overlay. This option will include detours and consequently will cause delays along El Segundo Boulevard during the construction.
- Install curb ramps on El Segundo Boulevard at Illinois Street, Continental Boulevard, Nash Street, Douglas Street, and Aviation Boulevard intersections.
- Install curb ramps on Nash Street at Grand Avenue, Mariposa Avenue, Maple Avenue, Atwood Way, a midblock crosswalk, and Imperial Highway intersections.
- Install approximately 1,020 lineal feet of "cycle track" from PCH to Continental on El Segundo Boulevard, install approximately 27,450 lineal feet of Class II Bike Lanes from Aviation Boulevard to PCH, on Douglas Street between Rosecrans Avenue and Imperial Highway, on Nash Street between El Segundo Boulevard and Imperial Highway, and install suitable shared Class III Bike Route markings ("Sharrows") in the nearby area where applicable. Green paint will be used in conflict zones between vehicles and bicyclists to enhance visibility of the bicyclists and decrease

vehicle encroachment into the bicycle zone.

- Remove median-mounted traffic signal pole at Douglas Street intersection and install larger traffic signal poles to accommodate longer mast arms.
- Install pedestrian push buttons, pedestrian countdown signal heads, bicycle detection loops, and video detections at various intersections along El Segundo Boulevard.
- Remove median landscaping, including the large Ficus trees that have caused deterioration to the roadway structure and replace with landscaping consistent with the El Segundo South Campus Specific Plan. New irrigation will also be installed in medians where landscape will remain.

Project Funding

The project has received funding from the following sources:

- Los Angeles County Metropolitan Transportation Authority (Metro) Measure M Multi-Year Subregional Program (MSP) funds in the amount of \$4,050,000.
- Federal Earmark funds from a previous project in the amount of \$786,537.
- Local return Proposition C will be used for the remainder.

Project Engineer

MNS Engineers
100 E. Thousand Oaks Boulevard, Suite 105
Thousand Oaks, CA 91360
Michael Ip, PE, Principal Engineer

Section 2: Scope of Services

The selected consultant must include the following professional services in their scope of work:

- Conduct on-site inspection of the work to ensure compliance with the contract documents.
- Provide daily reports of activities at the project site, including site conditions, recording equipment and personnel hours, extra work, and daily activities.
- Ensure traffic control complies with approved traffic control plans.
- Confirm quantities of materials used on the project by collect material certifications and load tickets to confirm quantities of materials.
- Document material product to ensure compliance with contract documents.
- Coordinate with utility agencies for any utility work required, including prior to project start, during construction phase, and at project close-out, as needed.
- Coordinate with local utility and governmental agencies for permits, as needed.
- Verify approved BMPs are correctly implemented and maintained. Monitor compliance with National Pollutant Discharge Elimination System (NPDES) permits and requirements. Monitor

compliance with all other local, state, and federal laws and regulations.

- Perform and review soil compaction testing, asphalt concrete testing, and concrete slump and strength testing, and/or coordinate special testing, inspection work, and surveying, as required.
- Photograph project prior, during, and after construction.
- Understanding of Metro grant funding requirements specific to the El Segundo Boulevard Improvement Project (Attachment C). Info on Measure M Multi-Year Guidelines can be found on Metro's website: <https://www.metro.net/about/measure-m/>
- Attend project related meetings, which may include but not limited to, with local government agencies, utility agencies, the Contractor, the Designer, and the City of El Segundo.
- Review and evaluate proposed change orders made by the Contractor. Provide City staff with a recommendation on proposed change orders, as needed.
- Review shop drawings and submittals from Contractor.
- Assist in reviewing progress payments made to the Contractor for work performed. Provide complete measurements and calculations to administer progress payments.
- Upon project completion, conduct a final inspection and project close-out. Ensure all punch list items have been addressed.

Section 3: Proposal

The proposal, at a minimum, should include the following information:

- A. Cover Letter including the name of the main contact and their contact information including name, title, address, phone number and email address. Engineering or architectural firm should also indicate their willingness and ability to complete the detailed Design Development and Construction Document for the project.
- B. Project Proposal including consultant's understanding of the project and a description of how the consultant will approach the project with specific milestones and deliverables as outlined in this RFP. Any issues and challenges that may be encountered must be provided in this section.
- C. Qualifications demonstrating firm's expertise in successfully managing projects of this size and type as described, including work for municipal agencies. References must be included.
- D. Personnel and Project Management including a list of key project staff and their qualifications, including sub-consultants, if any, to be retained by the consultant. Include an organization chart of the proposed project team including hourly rates. Include a statement committing the Project Manager and Lead designer to the entire project from start-up to completion, noting workload and availability.
- E. Scope of Services to be provided with a breakdown of specific tasks.
- F. Fee Proposal for Services including a fee breakdown by task. The fee shall be a not-to-exceed amount, including the estimated "other direct costs" such as mileage and reproduction. The Fee Proposal shall include raw and loaded rates, noting overhead and profit percentages, and must be submitted with the proposal in a separate sealed envelope.

- G. Statement of Acceptance that consultant is agreeable to execute the enclosed Professional Services Agreement, to provide proof of insurance as noted in the agreement and to obtain and maintain a City Business License for the duration of the consultant services. See Attachment D for a sample of the City’s Professional Services Agreement.

Section 4: Selection Process

City staff will recommend a consultant to be approved by City Council. City staff’s recommendation will be based on content within the submittals with an emphasis on consultant’s qualifications, project understanding, professional experience, and ability to meet all aspects of the scope of work. City staff will also evaluate based on results of reference checks, and proposal fee and rate schedule.

The City reserves the right to select any qualified firm for Construction Inspection Services described in this RFP and may elect to hold in-person interviews for final selection.

City staff will make a recommendation to the City Council regarding the award of a contract based upon staff’s evaluation. The City reserves the right to reject any or all proposals, in whole or part, to waive any nonmaterial informality or irregularity in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City.

All RFPs will be evaluated based on the following criteria:

- Responsiveness and completeness of the RFP (10%).
- Consultant team qualifications and overall experience (30%).
- Issues and challenges (20%).
- Understanding and approach (30%).
- Reference checks (10%).

Section 5: Insurance Requirements

Type of Insurance	Limits
Commercial general liability	\$2,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers Compensation	Statutory requirement

Refer to attached Professional Service Agreement template (Attachment D) for complete details.

Section 6: Title VI

The City of El Segundo seeks to ensure equity in access to its programs, activities, and services so that every citizen has the greatest opportunity to achieve and obtain the foundations necessary for self-

sufficiency and success. All departments and agencies are commits to ensuring that no person is subjected to discrimination, excluded from participation in or denied the benefits of its services on the basis of race, color, national origin, sex, age, creed, disability or English language proficiency, as provided by the Title VI of the Civil Rights Act of 1964, 49 CFR part 21 and all related regulations and directives.

Section 7: Additional Information

The successful consultant will be selected by the City Council acting within its sole discretion. The City Council is under no obligation to contract with any consultant.

Proposals will remain effective for sixty (60) days beyond the submittal deadline. All documents, drawings, and findings that are associated with this project will be the property of the City of El Segundo.

To be considered, proposers must submit:

- One (1) electronic copy of their proposal, in a PDF file, to allcityclerks@elsegundo.org The subject title needs to read **“RFP#22-06 Construction Inspection Services for the El Segundo Boulevard Improvement Project”**. The person submitting the RFP must include in their email, person’s full name, title, company name and phone number. Once the City Clerk’s office receives the electronic copy of the RFP, staff will reply to the email acknowledging receipt of the electronic RFP. If you do not receive confirmation, it is the proposer’s responsibility to contact the City Clerk’s office to make sure that the electronic copy of the RFP has been received. Proposals received after the schedule submittal deadline will not be accepted.

AND

- Five (5) hard copies in a sealed envelope with the name and address of the company submitting the proposal and it should be clearly marked with the words **“Request for Proposal (RFP#22-06)”** and the title **“Construction Inspection Services for the El Segundo Boulevard Improvement Project”**

NO LATER THAN:

11:00 a.m. PST on December 8, 2022 to:

**Office of the City Clerk City of El Segundo
350 Main Street
El Segundo, CA 90245-3813**

All submittals received after the scheduled submittal deadline will not be accepted and may be returned unopened at Proposer’s expense.

RFP Schedule

The City reserves the right to make changes to the below schedule but plans to adhere to the implementation of this proposal process as follows:

<i>Project Schedule</i>	
November 9, 2022	RFP Release Date
November 28, 2022, 5 p.m.	Deadline to Submit Questions
December 1, 2022, 5 p.m.	Answer to Questions available on website only
December 8, 2022, 11:00 a.m. PST	Proposals Due
Dec. 12, 2022 – Dec. 16, 2022	City Review of Proposals
Week of December 19, 2022	Interviews of Qualified Consultants
Week of December 19, 2022	Selection of Consultant
January 2023	City Council to Award Final Design to Consultant
March 2023	Commence Project

Attachments

Attachment A Vicinity Map of El Segundo Boulevard Improvement Project

Attachment B Link to Plans and Specifications that were issued to bid:

<https://cityofelsegundo.sharefile.com/d-sc5b5106613c446288626fc7980ec0d63>

Attachment C Los Angeles County Metropolitan Transportation Authority, Funding Agreement

Attachment D City of El Segundo, Professional Services Agreement (PSA)

ATTACHMENT A

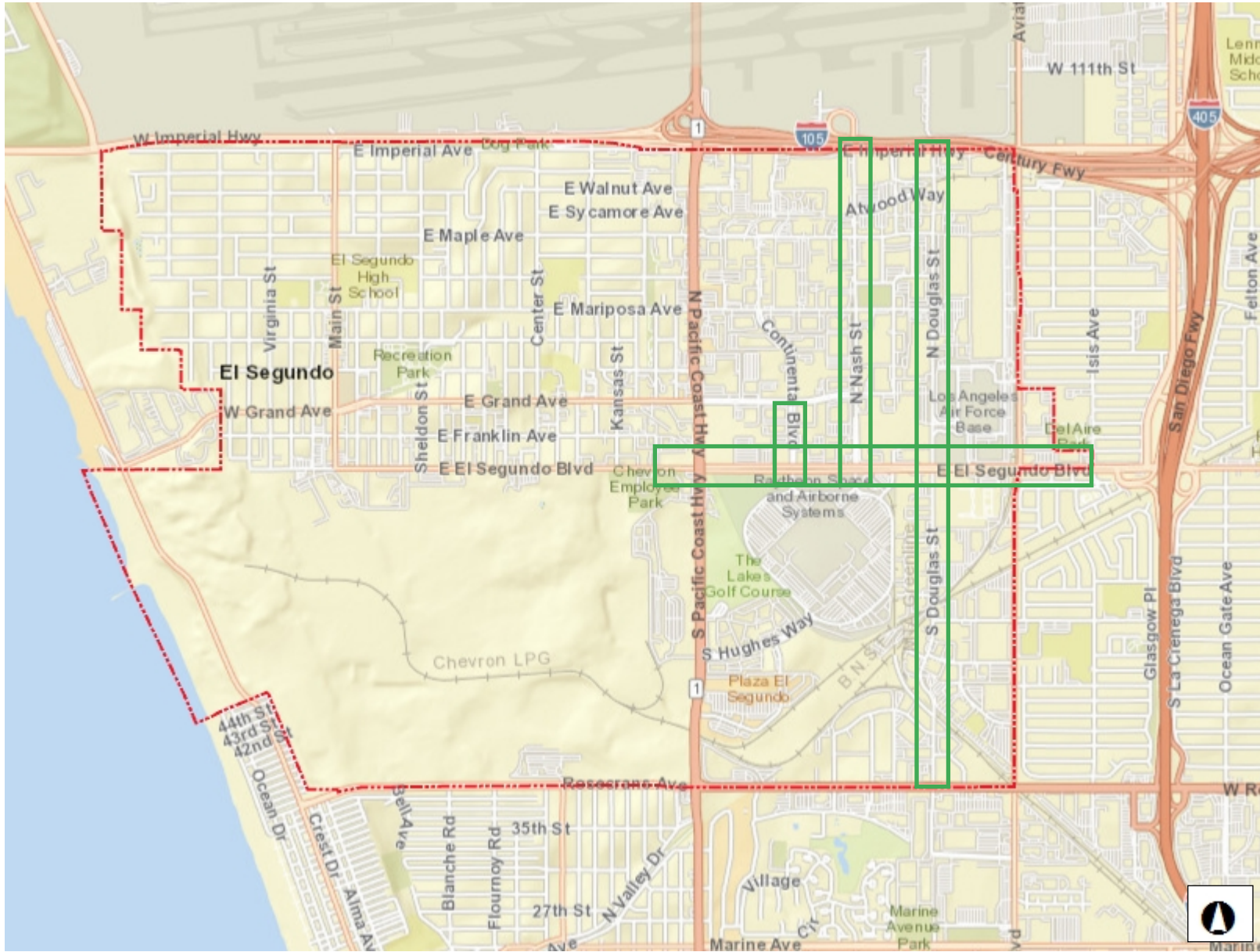
RFP NO. 22-06

EL SEGUNDO BOULEVARD IMPROVEMENTS PROJECT

VICINITY MAP



Vicinity Map El Segundo Boulevard Improvement Project



6,018.7 0 3,009.33 6,018.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. The City of El Segundo will not be held responsible for any claims, losses or damages resulting from the use of this map.

ATTACHMENT B

RFP NO. 22-06

EL SEGUNDO BOULEVARD IMPROVEMENTS PROJECT

PROJECT PLANS AND SPECIFICATIONS

<https://cityofelsegundo.sharefile.com/d-sc5b5106613c446288626fc7980ec0d63>

ATTACHMENT C

RFP NO. 22-06

EL SEGUNDO BOULEVARD IMPROVEMENTS PROJECT

FUNDING AGREEMENT

**MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM
AND EARMARK EXCHANGE
FUNDING AGREEMENT**

This Funding Agreement (“FA”) is made and entered into effective as of August 9, 2021 (“Effective Date”), and is by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and City of El Segundo (“GRANTEE”) for El Segundo Boulevard (the “Project”), LACMTA Project ID# MM4602.02, 2016 Federal Transportation Earmark Exchange Program Project ID# E1714, and FTIP# LA9918809. This Project is eligible for funding under Line 66 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the “Ordinance”), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as “Measure M” and became effective on July 1, 2017.

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

WHEREAS, the LACMTA Board, at its September 27, 2019 meeting, programmed **\$4,050,000**, in Measure M Funds to GRANTEE for PAED, PS&E, and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, under the LACMTA Federal Transportation Earmark Exchange Program, GRANTEE exchanged federal transportation earmarks with LACMTA. Under the LACMTA Federal Transportation Earmark Exchange Program, GRANTEE is entitled to 97% of the federal transportation earmark value; and

WHEREAS, under the LACMTA, Federal Transportation Earmark Exchange Program approved by the LACMTA Board of Directors on May 18, 2016, Grantee exchanged **\$810,863** in federal transportation earmark funds for **\$786,537** in Proposition C 25% for use on the Project. GRANTEE shall pay LACMTA a three percent (3%) processing and administrative fee (“the Processing Fee”) in connection with the exchange contemplated by this amendment. The processing fee shall be assessed against the total amount of LACMTA Funds payable to GRANTEE. GRANTEE hereby authorizes LACMTA to deduct the Processing Fee from the amount LACMTA is to pay GRANTEE hereunder; and

WHEREAS, a Letter of No Prejudice (LONP) was issued for the Project on November 13, 2019 allowing the GRANTEE to spend its local funds in the amount up to \$465,000 for the PS&E phase of the Project.

WHEREAS, the Project Funds are currently programmed as follows:
Measure M funds: \$465,000 in Fiscal Years (FY) 2020-21; and \$3,585,000 FY 2021-22.
Federal Transportation Earmark Exchange Program funds: \$786,537 in FY 2020-21.

The total designated Project Funds for PAED, PS&E, and Construction of the Project is **\$4,836,537**.

NOW, THEREFORE, the parties hereby agree as follows:

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

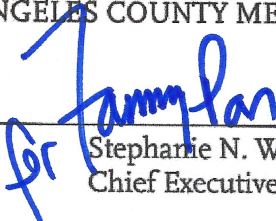
1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – intentionally omitted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

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

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


LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 10/14/2022
for Stephanie N. Wiggins
Chief Executive Officer

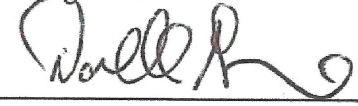
APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By:  Date: 5/31/2022
Deputy

GRANTEE:

City of El Segundo

By:  Date: 10-5-22
Darrell George
City Manager

APPROVED AS TO FORM:

By:  Date: 10/5/22
for Mark Hensley
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): El Segundo Boulevard – Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), and Construction of the Project. LACMTA Project ID# MM4602.02, 2016 Federal Transportation Earmark Exchange Program Project ID# E1714, FTIP# LA9918809.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure M funds and Proposition C 25% funds. The Measure M and the Proposition C 25% funds together are referred to as the “the Funds”.
 - 2.2 To the extent the Measure M funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$4,050,000 for the Project. LACMTA Board of Directors’ action of September 27, 2019 granted the Measure M funds for the Project. The Measure M funds are programmed over two years in Fiscal Year (FY) 2020-21, and FY 2021-22.
 - 2.3 Under the LACMTA Federal Transportation Earmark Exchange Program, GRANTEE exchanged federal transportation earmarks with LACMTA. Under the Federal Transportation Earmark Exchange Program, GRANTEE is entitled to 97% of the federal transportation earmark value. Under the LACMTA Federal Transportation Earmark Exchange Program, LACMTA shall make to GRANTEE a one-time Proposition C 25% funds in the amount of \$786,537 for the Project in accordance with the terms of this FA. The Proposition C 25% funds are programmed over one year, in FY 2020-21.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter’s expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the “Project Funding” documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan

annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

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

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

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

October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

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

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

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop: 99-23-3
Los Angeles, CA 90012
Attention: Annie Chou
LACMTA Project Manager
Phone: (213) 418.3453
Email: choua@metro.net

14. GRANTEE's Address:

City of El Segundo
350 Main Street
El Segundo, CA 90245
Attention: Cheryl Ebert P.E.
Phone: 310.524.2321
Email: cebert@elsegundo.org

PART II
GENERAL TERMS OF THE FA

1. **TERM**

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

2. **SUSPENSION OR TERMINATION**

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

3. **INVOICE BY GRANTEE**

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

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

or

mail to:

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

All invoice material must contain the following information:

Re: LACMTA Project ID# MM4602.02/E1714/ and FA# 9200000000M460202
Annie Chou; Mail Stop 99-23-3

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

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

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

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

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

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

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with

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

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

5. REIMBURSEMENT OF FUNDS

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

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

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

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

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

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

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

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

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

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

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

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

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

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

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

7. GRANT

This is a one-time only grant of the Measure M funds and Proposition C 25% funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

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

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

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

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

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

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
- (v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vi) Expending the Measure M funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. Measure M funds programmed for FY 2020-21 are subject to lapse by June 30, 2023. Measure M funds programmed for FY 2021-22 are subject to lapse by June 30, 2024.
- (vii) Expending the Proposition C 25% funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. Proposition C 25% funds programmed for FY 2020-21 are subject to lapse by June 30, 2023.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Measure M Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

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

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

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

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

12. COMMUNICATIONS

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

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

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

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

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to

comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

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

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

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

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

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented

or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

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

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

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

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

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

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

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

ATTACHMENT A -PROJECT FUNDING

Measure M MSP - **Transportation System and Mobility Improvements** Program - Funding Agreement Projects - FA# 9200000000M460202

Project Title: El Segundo Boulevard Improvement Project Project#: E1714/MM4602.02

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2019-20	FY 2020-21	FY2021-22	FY2022-23	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING							
MEASURE M MSP FUNDS			\$ 465,000	\$ 3,585,000		\$ 4,050,000	55%
2016 FEDERAL EARMARK EXCHANGE				\$ 786,537.00		\$ 786,537.00	11%
SUM PROG LACMTA FUNDS	\$ -	\$ -	\$ 465,000	\$ 4,371,537	\$ -	\$ 4,836,537	65%
OTHER NON LACMTA FUNDING:							
LOCAL:							0%
Local Return (Prop C)			\$ 39,890	\$ 1,000,000		\$ 1,039,890	14%
Local Return (Measure M)				\$ 1,524,573		\$ 1,524,573	21%
STATE:						\$ -	0%
FEDERAL:						\$ -	0%
PRIVATE OR OTHER:						\$ -	0%
SUM NON-LACMTA FUNDS	\$ -	\$ -	\$ 39,890	\$ 2,524,573.00	\$ -	\$ 2,564,463.00	35%
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ 504,890	\$ 6,896,110.00	\$ -	\$ 7,401,000.00	100%

Use Actual \$\$\$

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - **Transportation System and Mobility Improvements** Program - Funding Agreement Projects - FA# 920000000M460202
 Project Title: **El Segundo Boulevard Improvement Project** Project#: E1714/ MM4602.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E				\$465,000					\$465,000
Right-of-Way Acquisition									\$0
Construction								\$500,000	\$500,000
Vehicle Purchase									\$0
Others									\$0
Total Measure M	\$0	\$0	\$0	\$465,000	\$0	\$0	\$0	\$500,000	\$965,000
LACMTA: 2016 Federal Earmark Exchange									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total Earmark Exchange	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$465,000	\$0	\$0	\$0	\$500,000	\$965,000
OTHER NON LACMTA FUNDING:									
LOCAL: Prop C (Local Return)									
Planning Activities/Prog Dev			\$25,000						\$25,000
Environmental			\$14,890						\$14,890
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction								\$250,000	\$250,000
Vehicle Purchase									\$0
Others									\$0
LOCAL: Measure M (Local Return)									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction								\$500,000	\$500,000
Vehicle Purchase									\$0
Others									\$0
Total STATE	\$0	\$0	\$39,890	\$0	\$0	\$0	\$0	\$750,000	\$789,890
STATE:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$0	\$0	\$39,890	\$0	\$0	\$0	\$0	\$750,000	\$789,890
PROJECT FUNDING FY2020-21 and FY2021-22	\$0	\$0	\$39,890	\$465,000	\$0	\$0	\$0	\$1,250,000	\$1,754,890

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - **Transportation System and Mobility Improvements** Program - Funding Agreement Projects - FA# 920000000M460202
 Project Title: **El Segundo Boulevard Improvement Project** Project#: E1714/ MM4602.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction	\$2,000,000	\$1,085,000							\$3,085,000
Vehicle Purchase									\$0
Others									\$0
Total MEASURE M	\$2,000,000	\$1,085,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,085,000
LOCAL: 2016 Federal Earmark Exchange									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction	\$786,537.00								\$786,537
Vehicle Purchase									\$0
Others									\$0
Total Earmark Exchange	\$786,537.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$786,537
SUM PROG LACMTA FUNDS:	\$2,786,537.00	\$1,085,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,871,537
OTHER NON LACMTA FUNDING:									
LOCAL: Prop C (local return)									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction	\$500,000	\$250,000							\$750,000
Vehicle Purchase									\$0
Others									\$0
LOCAL: Measure M (local return)									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction	\$500,000	\$300,000	\$224,573						\$1,024,573
Vehicle Purchase									\$0
Others									\$0
Total Local	\$1,000,000	\$550,000	\$224,573	\$0	\$0	\$0	\$0	\$0	\$1,774,573
STATE:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$1,000,000	\$550,000	\$224,573	\$0	\$0	\$0	\$0	\$0	\$1,774,573
PROJECT FUNDING FY2022-23 and FY2023-24	\$4,786,537	\$2,170,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,646,110
TOTAL LACMTA FUNDS									
TOTAL LACMTA FUNDS	\$2,786,537	\$1,085,000	\$0	\$465,000	\$0	\$0	\$0	\$500,000	\$4,836,537
TOTAL NON-LACMTA FUNDS									
TOTAL NON-LACMTA FUNDS	\$1,000,000	\$550,000	\$264,463	\$0	\$0	\$0	\$0	\$750,000	\$2,564,463
TOTAL PROJECT FUNDING									
TOTAL PROJECT FUNDING	\$3,786,537	\$1,635,000	\$264,463	\$465,000	\$0	\$0	\$0	\$1,250,000	\$7,401,000

ATTACHMENT C SCOPE OF WORK CAPITAL PROJECT

PROJECT NAME: El Segundo Boulevard Improvement Project

PROJECT LOCATION/LIMITS/AREA:

The project is located along El Segundo Boulevard in the City of El Segundo, between Illinois Street and Isis Avenue.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

The purpose of this project is to promote complete street and improve mobility & accessibility by adding bike lanes and upgrading pedestrian infrastructure/ADA improvements between transit stops (Metro station and bus stations,) to promote sub-regional mobility and to support job creation & retention by improving transportation options and first/last mile connections to transits located on Metro's Countywide Strategic Arterial Network (CSAN) and nearby major employment areas, to support local land use and environmental policies and to improve environmental quality by reducing vehicle travels and greenhouse gas emission, and to improve public health and quality of life by promoting biking and walking.

El Segundo Boulevard is a major arterial east/ west six-lane divided arterial from Isis Avenue to Pacific Coast Highway and a four-lane divided arterial from Pacific Coast Highway to Illinois Street. The corridor is mixed with commercial developments and aerospace campuses. The roadway has a varying width from 52-foot curb to curb on the westerly end of the project to 106-feet at the easterly end of the project limits. The existing pavement shows widespread signs of deterioration throughout the corridor with an average pavement condition index between 0-40 which constitutes a need for rehabilitation and/ or reconstruction. Existing conditions on El Segundo Boulevard are missing ADA compliant curb ramps, larger traffic signal poles, dedicated bicycle facilities including bicycle detection, and adequate pedestrian crossings. These deficiencies and the high volume of vehicles during peak hours create adverse conditions for cyclists and pedestrians crossing the street. The El Segundo Police Department also revealed several rear end and broadside collision along El Segundo Blvd which indicates that the traffic signal equipment and pedestrian striped crossings may be substandard. Data also collected between 2012 through 2017, and it shows that the project corridor has had 40 reported collisions and 9 involving pedestrians and cyclists.

The project promotes and increases bicycle ridership while creating a streamline connection to Metro's Green Line Station at Nash Street and El Segundo Boulevard. In addition, the City of El Segundo was involved in a study to address the safety, environmental and connectivity issues within the South Bay Cities. Through extensive

public outreach and bicycle counts El Segundo Blvd, between Pacific Coast Highway to Isis Avenue, was identified as a Class I and Class II bicycle facility. Adding bike lanes along El Segundo Blvd will help define road space for bikes and for cars, promoting a healthy community and more orderly flow of traffic.

SCOPE:

This project will address critical resurfacing needs along El Segundo Boulevard to provide a smoother roadway surface and improving driving conditions. Although, the project limits extend to Illinois Street, the pavement rehabilitation will begin at Pacific Coast Highway and extend to Isis Avenue. **The pavement rehabilitation scope will be covered under local funds listed above.**

The project will not only rehabilitate the existing pavement, but also provide critical pedestrian accessibility improvements. The project will upgrade accessibility by installing curb ramps on El Segundo Boulevard at the intersections of Illinois Street, Continental Boulevard, Nash Street, Douglas Street, and Aviation Boulevard. Accessibility upgrades will be made on Nash Street by installing curb ramps at the intersections with Grand Avenue, Mariposa Avenue, Maple Avenue, Atwood Way, and Imperial Highway. The project will improve safety and efficiency by installing approximately 10,000 linear feet of bike lanes on El Segundo Boulevard as follows:

- Cycle Track – 1,020 lineal feet – the cycle track connects to an existing bike path that is 930 lineal feet.
- Class II – 6,300 lineal feet
- Class III – 2,600 lineal feet

This project will also enhance bicycle circulation by installing shared Class III bike lane marking and dedicated Class II bike lane striping at the following locations:

- On Douglas Street between Rosecrans Avenue and Imperial Highway (recommended to be a Class II in the SBBMP)
 - Class II – 17,500 lineal feet
 - Class III – 3,650 lineal feet
- On Nash Street between El Segundo Boulevard and Imperial Highway (recommended to be a Class III in the SBBMP)
 - Class II – 3,650 lineal feet
 - Class III – 6,750 lineal feet

- On Continental Blvd between El Segundo Boulevard and Grand Avenue (no mention in the SBBMP)
 - Class III – 2,050 lineal feet

Traffic signal improvements include removing median mounted traffic signal poles, and installing pedestrian countdown signal heads along El Segundo Boulevard at the intersections of Illinois St, Continental Blvd, Nash St, Douglas St, and Isis Ave. The project will install bicycle detection at each intersection, install larger traffic signal poles to account for longer mast arms, install pedestrian push buttons, remove median mounted traffic signal pole at Douglas Street intersection, install video detections, and install pedestrian countdown signal heads. Landscaping in the median along El Segundo Boulevard between PCH and Isis Avenue will also be removed and replaced with drought-resistant plants.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	OTHER	TOTAL
PA/ED	\$5,000	\$0	\$0	\$5,000
PS and E	\$460,000	\$39,890	\$0	\$499,890
R/W Support	\$0	\$0	\$0	\$0
R/W Capital	\$0	\$0	\$0	\$0
Construction Support	\$645,000	\$0	\$0	\$645,000
Construction Capital	\$2,940,000	\$2,524,573	\$786,537*	\$6,251,110
TOTAL BUDGET COST	\$4,050,000	\$2,564,463	\$786,537	\$7,401,000

* 2016 Federal Earmark Funding

ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Mobilization, Traffic Control, Stormwater Pollution Control, Clearing & Grubbing, etc.	1	LS	\$720,000	\$720,000
Remove existing AC or concrete facilities, adjust / relocate utilities associated with AC pavement, cold mill, miscellaneous base, AC. (CITY LOCAL FUNDS TO BE USED)	1	LS	\$3,100,000	\$3,100,000
Curb ramps and ADA sidewalk improvements				
El Segundo Blvd / Illinois St intersection	2	EA	\$8,000	\$16,000
El Segundo Blvd / Continental Blvd intersection	2	EA	\$8,000	\$16,000
El Segundo Blvd / Nash St intersection	1	EA	\$8,000	\$8,000
El Segundo Blvd / Douglas St intersection	3	EA	\$8,000	\$24,000
El Segundo Blvd / Aviation Blvd intersection	4	EA	\$8,000	\$32,000
El Segundo Blvd / Isis Ave intersection	1	EA	\$8,000	\$8,000
Associated concrete work (cross gutters, curb drains, curbs, curb and gutter, etc. throughout project)	1	LS	\$300,000	\$300,000
Bike Lane Improvements				
Microsurfacing (Douglas St)	740,000	SF	\$0.80	\$592,000
Concrete Cycle Track (colored)	5,000	SF	\$20	\$100,000
Catch Basin, Curb Openings	2	EA	\$20,000	\$40,000
Signing and Striping (entire project)	1	LS	\$300,000	\$300,000
Traffic Signal Improvements				
Reset Loop Detectors – El Segundo Blvd / PCH	1	LS	\$15,000	\$15,000
El Segundo Blvd / Illinois St intersection	1	LS	\$70,000	\$70,000
El Segundo Blvd / Continental Blvd intersection	1	LS	\$85,000	\$85,000
El Segundo Blvd / Nash St intersection	1	LS	\$120,000	\$120,000
El Segundo Blvd / Douglas St intersection	1	LS	\$200,000	\$200,000
El Segundo Blvd / Aviation Blvd intersection	1	LS	\$60,000	\$60,000
Landscape Improvements	1	LS	\$700,000	\$700,000
Contingency	1	LS	\$968,047	\$250,000
Design Support During Construction	1	LS	\$645,000	\$645,000

FTIP #: LA9918809
Subregion ID: South Bay

Project#: MM4602.03
Funding Agreement#: 9200000000M460202

GRAND TOTAL				\$7,401,000
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PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
DESIGN MILESTONES			
Solicitation for Design Phase (Bid/Proposal)	12/3/2019	3/4/2020	3 months
Preliminary Design	3/4/2020	6/31/2020	4 months
PA/ED	N/A	N/A	N/A
PS&E			
60% PS&E	07/2020	12/2020	6 months
90% PS&E	01/2021	5/2021	5 months
100% PS&E	6/2021	1/2022	6 months
Submittals and Reviews ⁽¹⁾	1/2022	6/2022	6 months
CONSTRUCTION MILESTONES			
Solicitation for Construction Phase (Bid/Proposal)	9/2022	11/2022	2 months
Contract Award	12/2022	12/2022	2 months
Fully Executed Contract	01/2023	01/2023	1 month
General Construction / Close Out Project	2/2023	10/2023	8 months

(1) The City is pending County approval on traffic signal plans.

PROJECT MAP:



FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager’s acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

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

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

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

EXPENDITURE GUIDELINES

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

DEFINITIONS

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

**LACMTA FA MEASURE M ATTACHMENT D-2
 QUARTERLY PROGRESS/EXPENDITURE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M460202
Quarterly Report #	

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

or submit by mail to:
 Los Angeles County Metropolitan Transportation Authority
 Accounts Payable
 P. O. Box 512296
 Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

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

	LACMTA Measure M MSP Grant \$	EARMARK EXCHANGE GRANT \$	OTHER FUNDS \$	TOTAL \$
Project Quarter Expenditure				
This Quarter Expenditure	\$ -	\$ -	\$ -	\$ -
Retention Amount (5%)	-	-	-	-
Net Invoice Amount (Less Retention)	\$ -	\$ -	\$ -	\$ -
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget	\$ 4,050,000.00	\$ 786,537.00	\$ 2,564,463.00	\$ 7,401,000.00
% of Project Budget Expended to Date				
Balance Remaining	\$ 4,050,000.00	\$ 786,537.00	\$ 2,564,463.00	\$ 7,401,000.00

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: El Segundo Boulevard

FA #: 9200000000M460202

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2019-20 2020-21 2021-22
 2022-23 2023-24 2024-25

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

DATE SUBMITTED: _____

Measure M Multi-Year Subregional Program Type: Transportation System & Mobility Improvements Program (Line 50)

LACMTA Project Manager	Name:	Annie Chou
	Phone Number:	213.418.3453
	E-mail:	choua@metro.net

Grantee Contact / Project Manager	Contact Name:	Cheryl Ebert P.E.
	Job Title:	Engineer
	Department:	Public Works
	City / Agency:	City El Segundo
	Mailing Address:	350 Main Street El Segundo, CA 90245
	Phone Number:	310.524.2321
	E-mail:	cebert@elsegundo.org

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

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

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

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

2. PROJECT COMPLETION

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

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

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

- Yes
- No
- Not Applicable

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

- Yes
- No
- Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

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

5. ACTION ITEMS TO RESOLVE DELAY

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

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

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

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT	TOTAL EXPENSES CHARGED TO EARMARK GRANT	TOTAL EXPENSES CHARGED TO OTHER
1		-	-	-
2		-	-	-
3		-	-	-
4		-	-	-
5		-	-	-
6		-	-	-
7		-	-	-
8		-	-	-
9		-	-	-
10		-	-	-
11		-	-	-
12		-	-	-
13		-	-	-
TOTAL		\$ -	\$ -	\$ -

Note:

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

Invoice Payment Information:

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

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

Signature

Date

Name

Title

ATTACHMENT E- FTIP SHEET

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

TIP ID LA9918809		Implementing Agency El Segundo, City of													
Project Description: Existing pavement shows widespread signs of deterioration throughout the corridor which constitutes a need for rehabilitation. Existing conditions on El Segundo Boulevard are missing ADA compliant curb ramps, larger traffic signal poles, dedicated bicycle facilities including bicycle detection, and adequate pedestrian crossings which will be addressed at specific locations as part of the project. 12,000 linear feet of bike lanes (Class II and Class III) will be installed.							SCAG RTP Project #: 1AL04 Study: N/A Is Model: Model #: PM: Lifan Xu - (310)524-2368 LS: N LS GROUP#: Conformity Category: TCM Committed								
System :Local Hwy		Route :	Postmile:	Distance:	Phase: No Project Activity			Completion Date 11/15/2026							
Lane # Extd:	Lane # Prop:	Imprv Desc:			Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 10/30/2019										
Toll Rate:	Toll Calc Loc:	Toll Method:	Hov acs eg loc:		Uza: Los Angeles-Long Beach-Santa Ana		Sub-Area:	Sub-Region: South Bay Cities COG							
0.00							CTIPS ID:	EA #:	PPNO:						
Program Code: NCR25 - BICYCLE & PEDESTRAIN FACILITIES-UPGRADE Stop Loc:															
					PHASE	PRIOR	20/21	21/22	22/23	23/24	24/25	25/26	BEYOND	PROG TOTAL	
2016 Earmark Repurposing					PE			\$0						\$0	
					RW			\$0						\$0	
					CON			\$786						\$786	
					SUBTOTAL			\$786						\$786	
CITY - City Funds					PE			\$40						\$40	
					RW			\$0						\$0	
					CON			\$2,525						\$2,525	
					SUBTOTAL			\$2,565						\$2,565	
MEASURE M MYSP (Multi Year Subregional Program)					PE		\$465	\$0						\$465	
					RW		\$0	\$0						\$0	
					CON		\$0	\$3,585						\$3,585	
					SUBTOTAL		\$465	\$3,585						\$4,050	
					TOTAL		\$465	\$6,936						\$7,401	
					TOTAL PE:	\$505			TOTAL RW:	\$0					
									TOTAL CON:	\$6,896				TOTAL PROGRAMMED:	\$7,401
- General Comment: Added Nash Street pavement overlay, to be paid for with City local return. Updated project cost information. - Modeling Comment: - TCM Comment: - Amendment Comment: - CMP Comment: - Narrative:															
Last Revised Amendment 21-16 - In Progress					Change reason: MINOR CHANGE					Total Project Cost \$7,401					

ATTACHMENT F BOND REQUIREMENTS

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

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

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

ATTACHMENT D

RFP NO. 22-06

EL SEGUNDO BOULEVARD IMPROVEMENTS PROJECT

PROFESSIONAL SERVICES AGREEMENT TEMPLATE



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND**

This AGREEMENT is made and entered into this ____ day of _____, 201____, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and P2S _____ [name] _____, _____ [type of organization] _____ ("CONSULTANT"). The parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed _____ dollars (\$_____) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "____," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to

cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit " ") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

7. **TERM.** The term of this Agreement will be from _____, to _____. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";

- B. Termination as stated in Section 15.

8. TIME FOR PERFORMANCE.

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 22 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

9. TIME EXTENSIONS. Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight (48) hours, in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

10. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit: [redacted] : Scope of Work.
- B. Exhibit: [redacted] : Budget
- C. Exhibit: [redacted] Proposal for Services

11. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

12. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

13. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

14. WAIVER. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

17. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

18. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.**
- ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 22, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

19. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

20. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

21. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

22. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000

Workers compensation

Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 155.

23. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY’s prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

24. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

25. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

If to CITY:

[Name]
[address]

City of El Segundo
350 Main Street
El Segundo, CA

Attention:
Phone:
Email:

Attention:
Phone:
Email:

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

26. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY’s conflict of interest regulations.

27. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

28. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or CITY’s obligations under this Agreement.

29. INTERPRETATION. This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

30. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

31. ENTIRE AGREEMENT. This Agreement, and its Exhibit(s), sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

32. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

33. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

34. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment.

35. ACCEPTANCE OF ELECTRONIC SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic (.pdf) or facsimile transmission. Such electronic or facsimile signature will be treated in all respects as having the same effect as an original signature.

36. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

37. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

38. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable

control, then the Agreement will immediately terminate without obligation of either party to the other.

39. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on next page]

Agreement No. ____*[City Clerk assigns]*__

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF EL SEGUNDO

____*[consultant company name]*____

Darrell George,
City Manager

[signature]

[type name]

[type title]

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley,
City Attorney