

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
From: William E. Murray
Dept.: City Manager
Dept.: Public Works
Subject: COOPERATIVE AGREEMENT NO. C-2-1830 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE PROPOSITION 1B STATE-LOCAL PARTNERSHIP PROGRAM
Date: November 13, 2012

OBJECTIVE

For City Council to approve Cooperative Agreement No. C-2-1830 with the Orange County Transportation Authority (OCTA) for the Proposition 1B State Local Partnership Program (SLPP).

BACKGROUND/DISCUSSION

In 2006, California voters approved Proposition 1B, making State-Local Partnership Program funds available to the OCTA. On April 27, 2012, OCTA issued the 2012 SLPP Formula Grant Call for Projects. The formula allocation for Garden Grove has been set at \$841,665.

On May 22, 2012, City Council nominated Garden Grove Boulevard (Magnolia-Gilbert), Westminster Avenue (Brookhurst-Bowen), and Chapman Avenue (Nelson-Euclid) for rehabilitation work. The following step is to execute the attached cooperative agreement, which details responsibilities for all parties involved and establishes grant reporting requirements and project deadlines.

FINANCIAL IMPACT

There is no impact to the General Fund. Project cost is estimated at \$1.9M, and of this cost, \$841,665 will be funded by SLPP funds and the remaining with Measure M2 funds.

RECOMMENDATION

It is recommended that the City Council:


- Approve the attached Cooperative Agreement No. C-2-1830 with the Orange County Transportation Authority for the Proposition 1B State Local Partnership Program (SLPP); and
- Authorize the Mayor to execute the Agreement on behalf of the City.


WILLIAM E. MURRAY, P.E.
Public Works Director/City Engineer

By: Ana Neal
Administrative Analyst

Attachment: Cooperative Agreement

Recommended for Approval


Matthew Fertal
City Manager

COOPERATIVE AGREEMENT C-2-1830

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF GARDEN GROVE

FOR

PROPOSITION 1B STATE-LOCAL PARTNERSHIP PROGRAM CALL FOR PROJECTS

THIS AGREEMENT is effective this _____ day of _____ 2012, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, California 92840, a municipal corporation duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY"), mutually referred to herein as "PARTIES" or each individually as a "PARTY".

RECITALS:

WHEREAS, AUTHORITY and CITY desire to enter into a Cooperative Agreement to define the roles and responsibilities related to funding between AUTHORITY and CITY for the Garden Grove Rehabilitation Project (hereinafter referred to as "PROJECT") as defined by the project description provided by CITY in its application for the State-Local Partnership Program Formula Grant Call for Projects, incorporated herein by reference; and

WHEREAS, the California Transportation Commission (CTC) programs and allocates the Proposition 1B Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006; (Proposition 1B) State-Local Partnership Program (SLPP) funds on behalf of the State of California; and

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1 **WHEREAS**, the California Department of Transportation (Caltrans) administers the SLPP
2 program on behalf of the State of California and the California Transportation Commission (CTC),
3 including direct reimbursement of SLPP funds to the CITY for project activities.

4 **WHEREAS**, AUTHORITY is responsible for programming the formula SLPP funds to specific
5 projects within Orange County; and

6 **WHEREAS**, the CITY will be the direct recipient of SLPP funds from the State and will act as
7 lead agency for environmental, engineering, right-of-way, construction and construction
8 management of the PROJECT; and

9 **WHEREAS**, CITY is responsible to request and receive approvals from the appropriate State
10 and Local agencies in order to proceed or commence each phase of PROJECT for performance
11 under this Agreement; and

12 **WHEREAS**, SLPP funding for PROJECT is contingent upon funding being available through
13 both allocation by the CTC and availability of SLPP funds, and CITY maintaining eligibility for this
14 funding for PROJECT and maintaining eligibility under Ordinance No. 3 to provide match funding;
15 and

16 **WHEREAS**, CITY combined the Garden Grove Boulevard Rehabilitation from Magnolia
17 Avenue to Gilbert Street for Three Hundred Twelve Thousand One Hundred Sixty Five dollars
18 (\$312,165) of SLPP funds and Three Hundred Thirteen Thousand Three Hundred Thirty Five dollars
19 (\$313,335) of SLPP funds of Measure M1 Turnback (M1 Turnback) or Measure M2 Fair Share (M2
20 Fair Share) local match, the Westminster Avenue rehabilitation from Brookhurst Street to Bowen
21 Street for Three Hundred Ten Thousand Dollars (\$310,000) of SLPP funds and Three Hundred Ten
22 Thousand Dollars (\$310,000) of M1 Turnback or M2 Fair Share local match, and the Chapman
23 Avenue rehabilitation from Nelson Street to Euclid Street for Two Hundred Nineteen Thousand Five
24 Hundred Dollars (\$219,500) of SLPP funds and Two Hundred Nineteen Thousand Five Hundred
25 Dollars (\$219,500) of M1 Turnback or M2 Fair Share local match into PROJECT for a total SLPP of
26 Eight Hundred Forty Two Thousand Dollars (\$842,000) and a total M1 Turnback or M2 Fair Share

1 local match of Eight Hundred Forty Two Thousand Eight Hundred Thirty Five Dollars (\$842,835);
2 and

3 **WHEREAS**, on July 23, 2012 AUTHORITY's Board of Directors, approved programming of
4 Eight Hundred Forty One Thousand Six Hundred Sixty Five Dollars (\$841,665) in SLPP funds for the
5 construction phase of PROJECT, to be matched with Eight Hundred Forty Two Thousand Eight
6 Hundred Thirty Five Dollars (\$842,835) of Measure M2 Fair Share (M2 Fair Share) local match for a
7 total construction phase cost of One Million Six Hundred Eighty Four Thousand Five Hundred
8 Dollars (\$1,684,500) the construction phase of PROJECT in accordance with Exhibit A titled "SLPP
9 Funding Plan", which is attached herein and incorporated by reference; and

10 **WHEREAS**, PARTIES agree CITY will adhere to M2 Comprehensive Transportation Funding
11 Programs Master Funding Agreement C-1-2764 executed between CITY and AUTHORITY; and

12 **WHEREAS**, PARTIES agree that CITY's SLPP local match funding requirements for
13 PROJECT will be provided from CITY's Measure M Turnback or M2 Fair Share distribution and shall
14 be used as a dollar-for-dollar match for the SLPP funds approved for PROJECT; and

15 **WHEREAS**, this Cooperative Agreement (Agreement) defines the specific terms and
16 conditions and funding responsibilities between AUTHORITY and CITY for completion of the
17 PROJECT; and

18 **WHEREAS**, AUTHORITY's Board of Directors approved this Cooperative Agreement on
19 July 23, 2012; and

20 **WHEREAS**, CITY's Council approved this Cooperative Agreement on this _____ day of
21 _____ 2012; and

22 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as
23 follows:

24 **ARTICLE 1. COMPLETE AGREEMENT**

25 A. This Agreement, including any attachments incorporated herein and made applicable
26 by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of

1 this agreement between PARTIES and it supersedes all prior representations, understandings, and
2 communications. The invalidity in whole or in part of any term or condition of this Agreement shall
3 not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced
4 Recitals are true and correct and are incorporated by reference herein.

5 B. AUTHORITY'S failure to insist on any instance(s) of CITY's performance of any
6 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
7 AUTHORITY's right to such performance or to future performance of such term(s) or condition(s),
8 and CITY's obligation in respect thereto shall continue in full force and effect. Changes to any
9 portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed
10 in writing by an authorized representative of AUTHORITY by way of a written amendment to this
11 Agreement and issued in accordance with the provisions of this Agreement.

12 C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any
13 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
14 CITY's right to such performance or to future performance of such term(s) or condition(s), and
15 AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any
16 portion of this Agreement shall not be binding upon CITY except when specifically confirmed in
17 writing by an authorized representative of CITY by way of a written amendment to this Agreement
18 and issued in accordance with the provisions of this Agreement.

19 **ARTICLE 2. SCOPE OF AGREEMENT**

20 This Cooperative Agreement specifies the terms and conditions, roles and responsibilities of
21 the PARTIES as they pertain to the subjects and projects addressed herein. PARTIES agree that
22 each will cooperate and coordinate with the other in all activities covered by this Agreement and any
23 other supplemental agreements that may be required to facilitate purposes thereof.

24 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

25 AUTHORITY agrees to the following responsibilities for PROJECT:

26 A. AUTHORITY shall formally request on behalf of CITY that the Southern California

1 Association of Governments (SCAG) amend the Federal Transportation Improvement Program
2 (FTIP) to program PROJECT in accordance with the funding plan outlined in Exhibit A, whereby
3 AUTHORITY's performance under this Agreement is contingent upon SCAG, Caltrans, and Federal
4 Highways Administration (FHWA) approval.

5 B. AUTHORITY shall request that the CTC program Eight Hundred Forty One Thousand
6 Six Hundred Sixty Five Dollars (\$841,665) in SLPP funds for the construction phase of PROJECT
7 contingent on the availability of funds, and is not obligated to program or provide any amount above
8 the funding identified in this Article.

9 C. AUTHORITY shall provide assistance to CITY in securing the SLPP funds.

10 D. AUTHORITY shall review and approve CITY's request for allocation prior to submittal
11 to Caltrans District 12.

12 E. AUTHORITY shall cancel PROJECT if CITY has not submitted a completed CTC
13 allocation request to the AUTHORITY by December 31, 2012.

14 F. AUTHORITY shall cancel PROJECT if CITY has not completed preconstruction
15 activities, including California Environmental Quality Act (CEQA) environmental approval and any
16 required right of way certification allowing project to be ready to advertise by December 31, 2012.

17 G. AUTHORITY shall cancel project if CITY has not awarded a construction contract for
18 project(s) within six (6) months of CTC allocation and has not received an approved extension from
19 the CTC.

20 H. AUTHORITY shall cancel PROJECT if the CITY receives an approved extension from
21 the CTC and does not award the project within the award extension deadline. If PROJECT is
22 cancelled, CITY is not entitled to the SLPP funds.

23 **ARTICLE 4. RESPONSIBILITIES OF CITY**

24 CITY agrees to the following responsibilities for PROJECT:

25 A. CITY is the direct recipient of SLPP funds and will act as the lead agency for the
26 environmental, engineering, right-of-way, construction, and construction management of PROJECT.

1 B. CITY agrees that AUTHORITY is responsible for programming Eight Hundred Forty
2 One Thousand Six Hundred Sixty Five Dollars (\$841,665) in SLPP funds for the construction phase
3 of PROJECT and is not obligated to program or provide any amount beyond the amount identified in
4 this Article.

5 C. CITY is responsible for adhering to Chapter 378, Statutes of 2011 (Assembly Bill 436)
6 Compliance Monitoring Unit.

7 D. CITY is responsible for preparing and submitting to AUTHORITY
8 all CTC documentation needed for allocation vote for SLPP funds and completing all tasks required
9 in order to legally advertise the project for construction ninety (90) calendar days prior to CTC
10 meeting and no later than December 31, 2012.

11 E. CITY is responsible for notifying AUTHORITY immediately of any expected delays or
12 changes to PROJECT that deviate from Exhibit A.

13 F. CITY is responsible for preparing and submitting all necessary CTC and Caltrans
14 documentation including the allocation request. All prior approvals, including but not limited to CTC
15 environmental approval by December 31, 2012 and right-of-way certification (if applicable) by
16 December 31, 2012, must be attained prior to submittal of the construction allocation request.

17 G. CITY may proceed with advertisement of PROJECT prior to CTC allocation approval,
18 but may not award any project contract or start any construction phase work prior to CTC allocation
19 of SLPP funds or Letter of No Prejudice (LONP) approval.

20 H. CITY is required to award a contract within six (6) months following the date of CTC
21 allocation but may request one six (6) month extension for contract award. Extension request must
22 be submitted 90 calendar days before contract award deadline. If an extension is granted, CITY
23 agrees to award a contract within the award extension deadline.

24 I. CITY agrees to provide a dollar-for-dollar match within the construction phase to
25 match SLPP funding in CITY's Measure M1 Turnback or M2 Fair Share revenues. Based on the
26 existing budget, this amount is estimated to be Eight Hundred Forty Two Thousand Eight Hundred

1 Thirty Five Dollars (\$842,835). Actual funding amount will be determined at CTC allocation and at
2 contract award.

3 J. CITY agrees that the overall construction and construction management budget for
4 PROJECT is One Million Six Hundred Eighty Four Thousand Five Hundred Dollars (\$1,684,500);
5 contingent on availability of SLPP funding and CTC allocation.

6 K. CITY agrees that any cost overruns or any additional funding required to complete
7 the project(s) shall be the responsibility of CITY and not the responsibility of AUTHORITY.

8 L. CITY will submit semi-annual project status reports for the PROJECT to the
9 AUTHORITY due on January 15 for the prior six (6) month period, beginning on July 1, and ending
10 on December 31, and due on July 15 for the prior six (6) month period, beginning on January 1 and
11 ending on June 30 with Exhibit B titled "Semi-Annual Report".

12 M. CITY will submit a final project report to the CTC within six months of project
13 becoming operable in accordance with the 2011-2013 CTC SLPP Guidelines and Proposition 1B
14 Project Close Out Process.

15 N. CITY will submit a final report to AUTHORITY within six (6) months of Caltrans
16 payment of final billing for PROJECT in accordance with Exhibit C titled "Final Project Report Form."

17 O. CITY is responsible for completing PROJECT in accordance with the funding plan
18 (EXHIBIT A), timely use of funds requirements, and for abiding by all 2011-2013 CTC SLPP
19 Guidelines, OCTA SLPP Formula Grant Call for Projects program guidelines and procedures, State
20 Transportation Improvement Program Guidelines, and any and all other requirements of the State,
21 CTC, and Caltrans related to SLPP funding, including but not limited to the Caltrans Local
22 Assistance Program Guidelines and Local Assistance Procedures Manual.

23 P. CITY is responsible for submitting quarterly review reports for PROJECT to Caltrans.
24 Reports must be copied to AUTHORITY.

25 Q. CITY understands that if PROJECT is cancelled or cannot meet the
26 December 31, 2012 allocation submittal deadline or allocate funds to a project by June 30, 2013, the

1 SLPP funding will be withdrawn from CITY and will be redistributed to other AUTHORITY's projects.

2 **ARTICLE 5. DELEGATED AUTHORITY**

3 The actions required to be taken by CITY in the implementation of this Agreement are
4 delegated to each Director of Public Works, or designee, and the actions required to be taken by
5 AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief
6 Executive Officer, or designee.

7 **ARTICLE 6. AUDIT AND INSPECTION**

8 PARTIES shall maintain a complete set of records in accordance with generally accepted
9 accounting principles. Upon reasonable notice, CITY shall permit the authorized representatives of
10 AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and other data and
11 records of CITY for a period of four (4) years after final payment, or until any on-going audit is
12 completed. For purposes of audit, the date of completion of this Agreement shall be the date of
13 Caltrans' payment of CITY's final billing (so noted on the invoice) under this Agreement.
14 AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above
15 provision with respect to audits shall extend to and/or be included in construction contracts with
16 CITY's contractor.

17 **ARTICLE 7. INDEMNIFICATION**

18 A. CITY shall each indemnify, defend and hold harmless AUTHORITY, its officers,
19 directors, employees and agents from and against any and all claims (including attorney's fees and
20 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including
21 death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be
22 caused by the negligent acts, omissions or willful misconduct by either CITY, its officers, directors,
23 employees or agents in connection with or arising out of the performance of this Agreement.

24 B. AUTHORITY shall indemnify, defend and hold harmless both CITY, its officers,
25 directors, employees and agents from and against any and all claims (including attorney's fees and
26 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including

1 death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be
2 caused by the negligent acts, omissions or willful misconduct by either AUTHORITY, its officers,
3 directors, employees or agents in connection with or arising out of the performance of this
4 Agreement.

5 C. The indemnification and defense obligations of this Agreement shall survive its
6 expiration or termination.

7 **ARTICLE 8. ADDITIONAL PROVISIONS**

8 PARTIES agree to the following mutual responsibilities:

9 A. Term of Agreement: This Agreement shall continue in full force and effect through
10 PROJECT completion, final acceptance by AUTHORITY, Caltrans' payment of the CITY's final
11 billing, or 42 months from the date of CTC allocation, whichever is earlier. This Agreement may be
12 extended at the mutual consent of all PARTIES.

13 B. Termination: This Agreement is null and void if PROJECT is not funded. AUTHORITY
14 shall cancel PROJECT for which CITY has not awarded a contract twelve months after the date of
15 CTC allocation, or has not advanced the PROJECT to ready to list stage as determined by
16 AUTHORITY. This Agreement may be terminated by either PARTY after giving thirty (30) calendar
17 days written notice. This Agreement shall not be terminated without mutual agreement of all
18 PARTIES.

19 C. This Agreement may be amended in writing at any time by the mutual consent of all
20 PARTIES. No amendment shall have any force or effect unless executed in writing by all PARTIES.

21 D. PARTIES shall comply with all applicable federal, state, and local laws, statutes,
22 ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

23 E. Legal Authority: PARTIES hereto consent that they are authorized to execute this
24 Agreement on behalf of said PARTIES and that, by so executing this agreement, the PARTIES
25 hereto are formally bound to the provisions of this Agreement.

26 F. Severability: If any term, provision, covenant or condition of this Agreement is held to

1 be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
2 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
3 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4 G. Counterparts of Agreement: This Agreement may be executed and delivered in any
5 number of counterparts, each of which, when executed and delivered shall be deemed an original
6 and all of which together shall constitute the same agreement. Facsimile signatures will be
7 permitted.

8 H. Force Majeure: Each of the PARTIES shall be excused from performing its
9 obligations under this Agreement during the time and to the extent that it is prevented from
10 performing by an unforeseeable cause beyond its control, including but not limited to; any incidence
11 of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal,
12 state or local government; national fuel shortage; or a material act or omission by the other PARTY;
13 when satisfactory evidence of such cause is presented to the other PARTY, and provided further
14 that such nonperformance is unforeseeable, beyond the control and is not due to the fault or
15 negligence of the PARTY not performing.

16 I. Assignment: Neither this Agreement, nor any of the PARTIES' rights, obligations,
17 duties, or authority hereunder may be assigned in whole or in part by any PARTY without the prior
18 written consent of the other PARTIES in their sole and absolute discretion. Any such attempt of
19 assignment shall be deemed void and of no force and effect. Consent to one assignment shall not
20 be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such
21 subsequent assignment.

22 J. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to
23 authorize or require any PARTY to issue bonds, notes or other evidences of indebtedness under the
24 terms, in amounts, or for purposes other than as authorized by local, state or federal law.

25 K. Governing Law: The laws of the State of California and applicable local and federal
26 laws, regulations and guidelines shall govern this Agreement.

L. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing PARTY.

M. Notices: Any notices, requests, or demands made between the PARTIES pursuant to this Cooperative Agreement are to be directed as follows:

To CITY:	To AUTHORITY:
City of Garden Grove	Orange County Transportation Authority
11222 Acacia Parkway Garden Grove, CA 92840	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Ana Neal Tel: 714-741-5176 E-mail: anan@garden-grove.org Cc:	Attention: Meena Katakia Manager, Capital Projects Tel: 714-560-5694 E-mail: mkatakia@octa.net Cc: Louis Zhao, Associate Transportation Funding Analyst

N. Successors and Assigns: The provisions of this Agreement shall bind and inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.

O. Time is of the Essence: Time is of the essence for the work identified in Exhibit A. All work must be completed no later than 36 months from contract award or consistent with CTC timely use of funds requirements.

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This Cooperative Agreement shall be effective upon execution by all PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement No. C-2-1830 to be executed on the date first above written.

CITY OF GARDEN GROVE

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
William Dalton
Mayor

By: _____
Will Kempton
Chief Executive Officer

ATTEST:

APPROVAL RECOMMENDED:

By: _____
Kathy Bailor
City Clerk

By: _____
Kia Montazavi
Executive Director, Planning

Dated: _____

Attachments:

Exhibit A: SLPP Funding Plan

Exhibit B: Semi Annual Report Form

Exhibit C: Final Project Report Form

SLPP FUNDING PLAN

**PROPOSITION 1B STATE-LOCAL PARTNERSHIP PROGRAM
CALL FOR PROJECTS**

Garden Grove Rehabilitation Project

Project Schedule and Funding

Schedule	Completion Date
Final Environmental Document	8/30/2012
Begin Design Engineering	3/1/2012
Plans, Specifications, and Cost Estimates complete	12/31/2012
Start Right-of-Way Acquisition	N/A
Right-of-Way Certification	N/A
California Transportation Commission Allocation	3/5/2013
Award Construction Deadline	9/5/2013
Project Completion (open for use)	6/30/2014

Construction funding authorized through this agreement:

Funding

P1B SLPP: **\$841,665**

M1 or M2 Fair Share: **\$842,835**

Preliminary Engineering

Fund Source	Fiscal Year	Original Planned Allocation	Proportion
N/A	N/A	\$0	N/A
TOTAL		\$0	N/A

Right-of-Way

Fund Source	Fiscal Year	Original Planned Allocation	Proportion
N/A	N/A	N/A	N/A
TOTAL		\$0	N/A

Construction

Fund Source	Fiscal Year	Original Planned Allocation Range	Proportion
P1B SLPP ¹	2012-2013	\$841,665	50%
M2 Fair Share ¹	2012-2013	\$842,835	50%
TOTAL		\$1,684,500	100%

1. P1B SLPP and M1 or M2 Fair Share will remain equal. If needed, amounts will be reduced proportionally.

SEMI ANNUAL REPORT FORM

Project Title: _____

Agency: _____ Date: _____

Schedule	Original Completion Date	Current Completion Date
Draft Environmental Document		
Final Environmental Document		
Begin Design Engineering		
Plans, Specifications, and Cost Estimates complete		
Start Right-of-Way Acquisition		
Right-of-Way Certification		
Submit Request for Authorization for Const (E-76)		
Ready to Advertise		
Award Construction		
Project Completion (open for use)		

Funding Table:

Preliminary Engineering (\$000's)

Fund Source	Fiscal Year	Planned Obligation	Current Estimates	Actual Expended	Remaining Allocation

Right-of-Way (\$000's)

Fund Source	Fiscal Year	Planned Obligation	Current Estimates	Actual Expended	Remaining Allocation

Construction (\$000's)

Fund Source	Fiscal Year	Planned Obligation	Revised Allocation	Actual Expended	Remaining Allocation

Major Activities: _____

Status: _____

Issues: _____

Name/Title: _____
Phone: _____ Email: _____



EXHIBIT C: FINAL PROJECT REPORT FORM

Date _____

Instructions

The responsible agency should fill out the following: 1) Final Project Form, 2) Final Cost, 3) Certificate of Completion. In addition, the agency must attach before (if available) and after **photographs** of the project site and the address or location of the site under the Location and Scope of work section.

Agency

Project

Location and Scope of Work

Verification of Match
(Actual Expenditures)

Phase	Local Match			SLPP Formula	Other OCTA Funding	Total
	(ENTER SOURCE)	(ENTER SOURCE)	(ENTER SOURCE)			
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right-of-Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Match Rate
0%

Project Schedule

Phase	Proposed	Actual
Draft Environmental Document		
Final Environmental Document		
Begin Design Engineering		
Plans, Specifications, and Cost Estimates complete		
Start Right-of-Way Acquisition		
Right-of-Way Certification		
Ready to Advertise		
Award Construction		
Project Completion (open for use)		



SLPP: FINAL COST

Item #	Description	Unit	Quantity	Unit Price	Amount
				\$	-
				\$	-



SLPP: FINAL COST

I hereby certify that the statements provided here are true and correct.

Project Title

	Yes	No	N/A
1 The project is designed to city/county and other participating jurisdictions' standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 The project contract was awarded on: <input type="text" value="ENTER DATE"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 The total cost of the contract is equal to or less than the total TE funds awarded and matching funds provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 The city/county provided matching funds to the project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Right-of-way was acquired in conformance with city/county procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 All required environmental documentation is complete and certified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 An updated project schedule is included with the final invoice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 The final invoice is attached with all the necessary documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name

Title

Signature

Date