

# Transmittal 1



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

FTIP#: LAF9201  
PPNO: N/A

CFP# F9201  
LOA.P00F9201

October 18, 2016

Port of Los Angeles  
425 South Palos Verdes  
San Pedro, CA 90731  
Attn: Eugene Seroka

**RE: LETTER OF AGREEMENT FOR FEDERAL PROJECTS PROGRAMMED THROUGH  
THE LACMTA CALL FOR PROJECTS**

Dear Sir/Madam:

As part of the Los Angeles County Metropolitan Transportation Authority ("LACMTA") 2015 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2015, authorized the programming of funds to the City of Los Angeles ("Project Sponsor") for YTI Terminal Trip Reduction Program – LACMTA Call for Projects ID# F9201, FTIP# LAF9201, (the "Project") subject to the terms and conditions contained in this Letter of Agreement ("LOA").

Whereas, LACMTA Board on August 25, 2016, approved project scope change to revise the proposed track alignment with total project cost reduced to \$3,124,000. LACMTA's Programmed Funds (the "Funds") is reduced to \$1,992,000 while Project Sponsor's local match commitment is increased to \$1,132,000.

The terms and conditions of this LOA consist of the following and each is incorporated by reference herein as if fully set forth herein: Specific Terms of the LOA, General Terms of the LOA; Attachment A - the Project Funding, Attachment B - the Scope of Work-, Attachment C - the Reporting Guidelines, Attachment D - Federal Transportation Improvement Program (FTIP), Attachment E - Caltrans Document List, Attachment F - Sustainable Design Elements Requirements Special Grant Conditions, and Attachment G - Project Readiness Certification and any other attachments or documents referenced therein.

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

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

Very truly yours,

Philip A. Washington  
Chief Executive Officer

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

CITY OF LOS ANGELES HARBOR DEPARTMENT

By: \_\_\_\_\_  
Eugene D. Seroka  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM.

By: \_\_\_\_\_  
Michael N. Feuer, City Attorney  
Justin Houterman, Deputy City Attorney

Date: 11/2/16

**CALL FOR PROJECTS  
LETTER OF AGREEMENT**

**PART I**  
**SPECIFIC TERMS OF THE LOA**

1. Title of the Project (the "Project"): YTI Terminal Trip Reduction Program - LACMTA Call for Projects ID# F9201, FTIP # LAF9201.
2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors' action of September 24, 2015, programmed \$4,069,188 (the "Funds") to Project Sponsor for the Project. LACMTA Board of Directors' action of August 25, 2016 approved scope of work change which resulted in a reduction of programmed amount to \$1,992,000 to Project Sponsor for the Project. The LACMTA funding plan reflects the programming of Funds over two years, Fiscal Years (FY) 2016-17 and FY 2017-18. LACMTA Board of Directors' action recertified the Funds for FY 2016-17 only in the amount of \$608,618. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being obligated by Project Sponsor.
3. The Funding Agency for this Project (the "Agency") is CALTRANS. The Programming Agency for this Project is LACMTA.
4. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment A**. The Project Funding includes the total programmed budget for the Project, including the Funds programmed by LACMTA and the Project Sponsor Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Project Sponsor shall complete the Project as described in the Scope of Work. The "Scope of Work" for the Project is attached to this LOA as **Attachment B**. The Scope of Work includes a general description of the Project and a detailed description of the work to be completed. The Scope of Work also includes a set schedule including Project milestones consistent with the lapsing policy described in Part II below. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing.
6. **Attachment C** - the Reporting Guidelines; Project Sponsor shall complete the "Quarterly Progress Report." The Quarterly Progress Report is attached to this LOA as Attachment C1 in accordance with Attachment C - Reporting Guidelines.
7. The "FTIP PROJECT SHEET (PDF)" is attached as **Attachment D** and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgamMetro FTIP database under the reports section at <https://program.metro.net>. All projects that receive funding

through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Project Sponsor shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Project Sponsor will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Project Sponsor is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Project Sponsor fail to meet this date, it may affect Project Sponsor's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

8. Attachment E - Caltrans Document List, are attached to this LOA as Attachment E for reference purposes only and however a more current listing may be found on <http://www.dot.ca.gov/hq/LocalPrograms/> or <http://www.dot.ca.gov/hq/LocalPrograms/public.htm>
9. The "Sustainable Design Elements Requirements Special Grant Conditions" is attached as Attachment F. Project Sponsor shall comply with the Special Grant Conditions set forth in Attachment F.
10. An executed "Project Readiness Certification" is attached as Attachment G, which is evidence that Project Sponsor can appropriately fund and staff the Project so that the Project can be completed in a timely manner.
11. Prior to the obligation of the Funds, no material changes to the Project Funding or the Scope of Work shall be funded or allowed without prior written approval of LACMTA and Project Sponsor. Such prior approval shall be evidenced by an amendment to this LOA, approved and signed by the LACMTA Chief Executive Officer or his designee and Project Sponsor. After the Funds have been obligated, no material changes will be allowed.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Teresa Wong  
Mail Stop 99-22-4  
(213) 922-2854  
[wongte@metro.net](mailto:wongte@metro.net)

13. Project Sponsor's Address:

Edward Han  
Port of Los Angeles  
425 South Palos Verdes  
San Pedro, CA 90731

FTIP#: LAF9201  
PPNO: (If applicable)

CFP# F9201  
LOA.P00F9201

(310) 732-3090  
[ehan@portla.org](mailto:ehan@portla.org)

**PART II**  
**GENERAL TERMS OF THE LOA**

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

2. **TERM:**

2.1 The term of this LOA shall commence upon the date of this LOA, and shall terminate upon completion of the Scope of Work and LACMTA's receipt of Caltrans' final voucher paid for the Project.

2.2 Prior to the obligation of the Funds, should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this LOA by giving written notice to Project Sponsor at least thirty (30) days in advance of the effective date of such termination.

3. **USE OF FUNDS:**

3.1 Project Sponsor shall utilize the Funds to complete the Project as described in the Scope of Work and as approved by LACMTA and in accordance with the applicable requirements of the Agency.

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

4. **REPORTING AND AUDIT REQUIREMENTS:**

4.1 Project Sponsor shall be subject to and comply with all applicable requirements of the Agency regarding Project reporting and audit requirements. *Project Sponsor shall use the Federal Transportation Improvement Program ("FTIP") No., Expenditure Authorization ("EA") No., and LACMTA Call for Projects Project ID# on all correspondence.*

4.2 Since the Project is funded exclusively with Federal funds and contains no LACMTA local funding, LACMTA has no audit responsibilities for this Project. Project Sponsor shall comply with all Agency compliance, pre-award and performance audit requirements as deemed necessary to assure that funding expenditures conform to all applicable Project funding guidelines, laws and regulations. LACMTA, as the programming agency, shall have the right, at its sole discretion, to audit the Project for compliance with the terms of this LOA and to assure that funding expenditures conform to the terms of this LOA. LACMTA shall have the same audit rights as the Agency to audit the Project.

4.3 Project Sponsor shall submit the Quarterly Progress Report within 60 days after the close of each quarter on the last day of the months November, February, May and August. Annually with the 4th quarter Progress Report, Project Sponsor also shall submit photos of key components and milestones demonstrating Project progress or completion.

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

5.1 The expenditure and disposition of the Funds by Project Sponsor shall be subject to and in accordance with the terms and conditions of this LOA and the applicable requirements of the Agency. Project Sponsor shall not utilize the Funds in any other way or on any project other than that specified in this LOA and the applicable requirements of the Agency.

5.2 Project Sponsor shall be responsible for any and all cost overruns for the Project.

5.3 Project Sponsor shall be eligible for the Funds up to the programmed amount specified in Part I, Section 2 of this LOA subject to the terms and conditions contained herein and in all applicable requirements of the Agency.

5.4 Subject to the requirements and regulations of the Agency, and to the extent allowed by the Agency, any underruns to the funds shown in **Attachment A** shall be apportioned between LACMTA and Project Sponsor in the same proportion as the Sources of Funds from each party to this LOA as specified in **Attachment A** to this LOA. Upon completion of the Project described in the Scope of Work and subject to the requirements and regulations of the Agency, and to the extent allowed by the Agency, any unused obligation of the Funds shall revert back to LACMTA for future programming at LACMTA's discretion.

5.5 The programming of the Funds does not imply nor obligate any future funding commitment on the part of LACMTA or the Agency.

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

6.1 Project Sponsor must demonstrate timely use of the Funds by:

- (i) executing this LOA within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31<sup>st</sup> of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestone due dates as agreed upon by the LACMTA and Project Sponsor in the LOA; milestones include, but are not limited to the following:
  - a. for project development, Project Sponsor must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
  - b. for right-of-way, Project Sponsor must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and Project Sponsor prior to LOA execution; and
  - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) obligating the Funds granted under this LOA for allowable costs by June 30, 2020 (lapse date), within 36 months from July 1 of the FY 2017-18, final Fiscal Year in which funds are programmed.

6.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the LOA. If the Project does not meet the milestone due dates as agreed upon in the LOA, the Project Sponsor will be required to develop a written Recovery Plan illustrating in detail the Project Sponsor's actions to resolve the delay and to meet the Project completion date agreed upon in the LOA. If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the LOA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If Project Sponsor fails to submit within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the project will not meet the lapse date in the LOA, LACMTA may recommend potential

deobligation of the funds as part of its annual Call for Projects Recertification/Deobligation process. Project Sponsor will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date. The request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

6.3 Recertification of funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the LOA.

6.4 If Project Sponsor does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this LOA shall automatically terminate.

6.5 If the Project Sponsor fails to meet any of the conditions in paragraph 6.1 above, the Project shall be considered lapsed and will be subject to the LACMTA Board for deobligation. Evidence of timely obligation will be either an executed "Authorization To Proceed" document (Caltrans Version E-76).

## 7. SOURCES AND DISPOSITION OF FUNDS:

7.1 The obligation for LACMTA to program the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors, the United States Government or the State of California, as applicable. If such Funds are not made available for the Project, this LOA shall be void and have no further force and effect, and LACMTA shall have no obligation to program the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

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

## 8. COMMUNICATIONS:

8.1 Project Sponsor shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Project Sponsor shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

8.2 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 Agreement Communications Materials Guidelines.

8.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

8.4 Project Sponsor 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.

8.5 The LACMTA Project Manager shall be responsible for monitoring Project Sponsor compliance with the terms and conditions of this Section. Project Sponsor 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.

9. **OTHER TERMS AND CONDITIONS:**

9.1 This LOA, along with the applicable requirements of the Agency, constitutes the entire understanding between the parties, with respect to the subject matter herein. The LOA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original LOA or the same level of authority.

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

9.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Project Sponsor under or in connection with any work performed by and or service provided by Project Sponsor, its officers, agents, employees, contractors and subcontractors under this LOA. Project Sponsor shall fully indemnify, defend and hold LACMTA, and its subsidiaries and their respective 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 Project Sponsor, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Project Sponsor's obligations under this LOA; or (iii) any act or omission of Project Sponsor, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services in connection with the Project, including, without limitation,

the Scope of Work, described in this LOA.

9.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this LOA.

9.5 Project Sponsor shall comply with and insure that work performed under this LOA is done in compliance with Federal Agency Regulations (FAR), Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and the applicable requirements and regulations of the Agency and LACMTA.

9.6 Project Sponsor shall not assign this LOA, or any part thereof, without written consent and prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

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

9.8 The terms of this LOA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

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

9.10 If applicable, implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with LACMTA's Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form, in the form of Attachment F-1. (See [http://www.metro.net/projects/call\\_projects/](http://www.metro.net/projects/call_projects/) for a copy of LACMTA's Countywide ITS Policy and Procedures.)

9.11 If any parking facilities are designed and/or constructed using the Funds, Project Sponsor shall coordinate with LACMTA parking program staff in the

planning, design and management of the facility and shall ensure that its implementation is consistent with LACMTA-adopted parking policy. (For LACMTA's Parking Policy and contact information, see [http://www.metro.net/projects/call\\_projects/](http://www.metro.net/projects/call_projects/) .)

9.12 Project Sponsor agrees that the disposal of property purchased with the Funds shall be disposed of in accordance with the Agency's guidelines.

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

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

9.15 Project Sponsor shall notify LACMTA in advance of any key Project staffing changes.



ATTACHMENT B

SCOPE OF WORK

**YTI TERMINAL TRIP REDUCTION PROGRAM**

**LOCATION:**

The project is located in the Terminal Island Container Transfer Facility (TICTF) at 701 New Dock Street, San Pedro 90731.

**PROJECT DESCRIPTION:**

The project consists of one new loading track (approximately 2900 linear feet), two turnouts, utility modifications/protections/relocations, and pavement resurfacing. The project provides a vital link in the movement of goods by rail between the Port of Los Angeles and the National Rail system. The project will result in the elimination of truck trips from the National Highway system as well as reduced emissions.

**PROJECT SCHEDULE:**

<b>ACTIVITIES</b>	<b>START DATE</b>	<b>COMPLETION DATE</b>
Planning/Environmental	February 6, 2013	November 7, 2014
Design	April 15, 2013	June 1, 2016
Advertise/Bid/Award Phase	June 2, 2016	October 31, 2016
Construction	November 1, 2016	September 1, 2017

**PROJECT FUNDING:**

		<b>% of Budget</b>
Metro Call Funds	\$ 1,992,000	63.8%
Project Sponsor Funds (Port Funds)	\$ 1,132,000	36.2%
Total	\$ 3,124,000	100%



# LOA ATTACHMENT C

## REPORTING GUIDELINES FOR FEDERAL FUNDS

### REPORTING PROCEDURES

- The Quarterly Progress Report (Attachment C1) is required for all projects. The Project Sponsors shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Project Sponsor will submit a quarterly report to the LACMTA PROJECT MANAGER. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress Report covers all activities related to the project and lists all costs incurred. It is essential that Project Sponsors provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Project Sponsors are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

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

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

# LACMTA LOA ATTACHMENT C1

## QUARTERLY PROGRESS REPORT

Project Sponsor to Complete
LOA#
Quarterly Report #

Project Sponsors are requested to mail this report to the LACMTA PROJECT MANAGER.  
 Please submit Quarterly Progress Report with 60 days after the close of each quarter.  
 No later than November 30, February 28, May 31, and August 31.

### SECTION 1: GENERAL INFORMATION

PROJECT TITLE: \_\_\_\_\_

LOA#: \_\_\_\_\_

QUARTERLY REPORT SUBMITTED FOR:

**Fiscal Year :**       2013-2014       2014-2015       2015-2016  
                           2016-2017       2017-2018       2018-2019

**Quarter :**             Q1: Jul - Sep       Q2: Oct - Dec  
                           Q3: Jan - Mar       Q4: Apr - Jun  
 (Attach photos of key components & milestones)

DATE SUBMITTED: \_\_\_\_\_

LACMTA MODAL CATEGORY:

RSTI                       Pedestrian       Signal Synchronization  
 TDM                         Bicycle       Goods Movement  
 Transit                       TEA

<b>LACMTA Project Mgr.</b>	Name:	_____
	Project Mgr:	_____
	Mailing Address:	_____
	Phone Number:	_____
	e-mail:	_____

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

## SECTION 2: Quarterly PROGRESS REPORT

### 1. Project-to-Date Expenditure

<b>% of Project Budget Expended to Date</b>	
<b>% of Project Completion</b>	

### 2. DELIVERABLES & MILESTONES

*duration. DO NOT CHANGE THE ORIGINAL LOA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.*

Project sponsors must make every effort to accurately portray milestone dates in the original LOA 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 LOA 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 LOA. *PER YOUR LOA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE*

LOA Milestones	Original LOA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
<b>Total Project Duration (Months)</b>				

### 3. PROJECT COMPLETION

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

- |  |   |
|--|---|
| <input type="checkbox"/> On schedule per original LOA schedule         | <input type="checkbox"/> Less than 12 months behind original sc |
| <input type="checkbox"/> Between 12-24 months behind original schedule | <input type="checkbox"/> More than 24 months behind original sc |

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

- 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

#### **4. TASKS / MILESTONES ACCOMPLISHED**

**List tasks or milestones accomplished and progress made this quarter.**

#### **5. 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."**

**6. 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.

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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  
LIST OF DOCUMENTS TO BE SUBMITTED TO CALTRANS  
(FOR FEDERAL FUNDED PROJECTS)**

NOTE: Refer to the Local Assistance Procedure Manual (LAPM) for the Exhibits.

**Request for Authorization for Preliminary Engineering (PE)**

1. Copy of approved FTIP sheet.
2. Copy of LOA with LACMTA (only if RSTP, CMAQ, or Federal STIP funds are involved).
3. Field Review Form – Exhibit 7-B.
4. Preliminary Environmental Study Form (PES) – Exhibit 6-A.
5. A field review should be conducted at this stage and then the remaining documents could be submitted. During the field review all issues of the project such as Environmental & Right-of-Way (R/W) should be identified and addressed.
6. Request for Authorization to Proceed with PE – Exhibit 3-A.
7. Request for Authorization – Data Sheets – Exhibit 3-G.
8. Local Programs Agreement – Exhibit 4-A (only if the agency plans to begin invoicing for PE Phase prior to contract award).

NOTE: The portion of PE work done prior to authorization is ineligible for federal participation. The Master Agreement (if needed), Supplemental Agreement and PR2 will be initiated upon receiving Exhibit 4-A. Invoices will be accepted only after execution of all of these agreements. Caltrans Encroachment permit must be obtained before the Request to Proceed with Construction Phase if Caltrans R/W is involved.

**Request for Authorization for Utility Relocation**

1. Request for Authorization to Proceed with Utility Relocation – Exhibit 3-L.
2. Completed Project Prefix Checklist – Exhibit 3-E (if previously not submitted).
3. Finance Letter – Exhibit 3-F.
4. Request for Authorization – Data Sheets – Exhibit 3-G.
5. Local Programs Agreement Checklist – Exhibit 4-A (if not submitted previously).
6. Approved Environmental Document. (After the authorization, the following documents should be submitted).
7. Request for Specific Authorization: See Exhibit 14-A. (Utility relocation work can commence only after the approval of Specific Authorization).
8. Fully executed Utility Agreement.

**Request for Authorization for R/W Phase**

1. Request for Authorization to Proceed with R/W – Exhibit 3-B.
2. Completed Project Prefix Checklist – Exhibit 3-E (if previously not submitted).
3. Finance Letter – Exhibit 3-F.
4. Request for Authorization – Data Sheets – Exhibit 3-G.
5. Local Programs Agreement Checklist – Exhibit 4-A (if not submitted previously).
6. Approved Environmental Document (if not submitted previously).

**Request for Authorization for Construction**

1. Environmental Clearance Document.
2. R/W Certification – LAPM, Chapter 13.
3. PS&E Certification – Exhibit 12-C.
4. PS&E Checklist – Exhibit 12-D.
5. Request for Authorization to Proceed with Construction – Exhibit 3-C.
6. Project Prefix Checklist – Exhibit 3-E (if not previously submitted).
7. Preliminary Estimate.
8. Finance Letter – Exhibit 3-F.
9. Request for Authorization – Data Sheets – Exhibit 3-G.
10. Local Programs Agreement – Exhibit 4-A.

NOTE: The Local Agency shall not advertise the project until they receive the authorization to proceed with construction. Every local agency must also have Quality Assurance Program (QAP) – LAPM, Chapter 16.14, before advancing to Construction Phase. After a Program Supplemental Agreement, Exhibit 4-A, which includes all the phases of the project, will be mailed to the Local Agency.

**ATTACHMENT F  
SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS  
SPECIAL GRANT CONDITIONS**

1. Project Sponsor shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:
  - a. Project Sponsor shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Project Sponsor shall be responsible for contacting the LACMTA Sustainability Policy Manager.
  - b. Project Sponsor shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:
    1. A list of the sustainable design elements which will be included in the Project.
    2. A summary description of mitigation measures committed through project environmental review.
    3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Project Sponsor desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Project Sponsor intends to use.
    4. A description of how Project Sponsor will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

The "Alternative Metrics" is defined as any alternative metrics that exceeds business-as-usual performance in the following areas: energy and water use; waste reduction; stormwater management; and reduction of urban heat island effects, as applicable to the Scope of Work. Project Sponsor may cite performance metrics from standardized sources including but not limited to LEED, LEED-ND, Envision, and Sites Initiative.

2. Prior to initiation of the construction phase of the Project, Project Sponsor must be found in compliance with the Plan. Project Sponsor's compliance with the Plan can be determined in one of two ways: the LACMTA Sustainability Policy Manager shall determine and certify Project Sponsor's compliance with the Plan or the Project Sponsor must provide written self-certification of compliance to the LACMTA Sustainability Policy Manager with these conditions found in Section 1(b).





Eric Garcetti Mayor, City of Los Angeles

Board of Harbor Commissioners

Ambassador Vilma S. Martinez President

David Arian Vice President

Patricia Castellanos

Anthony Pirozzi, Jr.

Edward R. Renwick

Eugene D. Seroka

Executive Director

## LOA Attachment G PROJECT READINESS CERTIFICATION

As part of the 2015 Call for Projects, the LACMTA Board of Directors, authorized a grant to Project Sponsor for the YTI Terminal Trip Reduction Program (the "Project").

Prior to execution of Letter of Agreement for the Project, Project Sponsor must assure LACMTA that Project Sponsor has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as Executive Director for the City of Los Angeles Harbor Department, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- 1) Project Sponsor has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption
March 4, 2015

- 2) Project Sponsor hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost
\$1,992,000	\$1,132,000	\$3,124,000

3) Project Sponsor hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility
Ed Han	Project Manager	50%
Kosta Mallakis	Construction Manager	50%

4) Project Sponsor hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2020

5) Project Sponsor has submitted all of the foregoing to the Governing Authority of Project Sponsor for approval in the date set forth below.

Date of Governing Authority Approval

(Submit Governing Authority Clerk stamped agenda/minutes)