

**Metro**Los Angeles County  
Metropolitan Transportation AuthorityOne Gateway Plaza  
Los Angeles, CA 90012-2952213.922.2000 Tel  
metro.net

FTIP#: LAF3170

CFP# F3170  
LOA.P00F3170

November 7, 2011

City of Los Angeles Harbor Department  
Engineering Division  
425 S. Palos Verdes Street  
San Pedro, CA 90731  
Attn: Antonio V. Gioiello – Chief Harbor Engineer

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

Dear Sir/Madam:

As part of the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) 2009 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2009, authorized the programming of funds to City of Los Angeles Harbor Department (“Project Sponsor”) for Port Truck Traffic Reduction Program: West Basin Rail Yard – LACMTA Call for Projects ID# F3170, FTIP# LAF3170, (the “Project”) subject to the terms and conditions contained in this Letter of Agreement (“LOA”).

The terms and conditions of this LOA consist of the following and each is incorporated by reference herein as if fully set forth herein: Specific Terms of the LOA, General Terms of the LOA; Attachment A - the Project Funding, Attachment B - intentionally omitted, Attachment C - the Scope of Work, Attachment D - the Reporting & Expenditure Guidelines, Attachment E - Federal Transportation Improvement Program (FTIP), and Attachment F - Caltrans Document List.

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

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

Very truly yours,

Arthur T. Leahy  
Chief Executive Officer

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

City of Los Angeles Harbor Department

By: \_\_\_\_\_  
Geraldine Knatz, Ph.D.  
Executive Director

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

APPROVED AS TO FORM AND LEGALITY

Dec 6 2011  
CARMEN A. TRUFANICH, City Attorney

By [Signature]  
Deputy City Attorney

**CALL FOR PROJECTS  
LETTER OF AGREEMENT**

**PART I  
SPECIFIC TERMS OF THE LOA**

1. Title of the Project (the "Project"): Port Truck Traffic Reduction Program: West Basin Rail Yard - LACMTA Call for Projects ID# F3170, FTIP # LAF3170
2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors' action of September 24, 2009, programmed \$8,584,700 (the "Funds") to Project Sponsor for the Project. The LACMTA funding plan reflects the programming of Funds over two years, Fiscal Years (FY) 2011-12 and 2012-13. LACMTA Board of Directors' action recertified the Funds for FY 2011-12 only in the amount of \$2,417,300. 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 C. 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. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at [www://program.metro.net](http://www://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

amendment or adoption. Project Sponsor will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Project Sponsor is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Project Sponsor fail to meet this date, it may affect Project Sponsor's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

7. 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.
8. LACMTA's Address:  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Philbert Wong, MS: 99-22-6
9. Project Sponsor's Address:  
City of Los Angeles Harbor Department  
425 S. Palos Verdes Street  
San Pedro, CA 90731  
Attention: Ron Groves  
[RGroves@@portla.org](mailto:RGroves@@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 LOA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
  - (ii) obligating the Funds programmed under this LOA for allowable costs within 36 months from July 1 of the first Fiscal Year in which the Funds are programmed. All Funds programmed for FY 2011-12 are subject to lapse on June 30, 2014. All Funds programmed for FY 2012-13 are subject to lapse on June 30, 2015.

If Project Sponsor fails to meet any of the above conditions, the Project shall be considered lapsed and will be submitted to the LACMTA Board of Directors for deobligation.

6.2 Project Sponsor must demonstrate evidence of timely use and obligation of Funds programmed for the Project within the time period described in Part II, Section 6.1 of this LOA. Evidence of timely obligation will be either an executed "Authorization To Proceed" document (Caltrans Version E-76).

6.3 In the event this LOA is not executed and/or evidence of timely obligation of Funds is not provided as described in Part II, Sections 6.1 and 6.2 of this LOA, the Project will be reevaluated by LACMTA as part of the annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Project Sponsor does not complete one element of the Project, as described in the FTIP Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event the Funds are reprogrammed, this LOA shall automatically terminate without further action by either party.

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

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

7.2 Project Sponsor shall fully fund and contribute the Project Sponsor Funding Commitment, as identified in the Project Funding (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. Project Sponsor shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by Metro" or alternative acceptable minimum language; and (ii) the Metro logo, with the exception of press releases, which do not require a Metro logo.

8.2 If Project Sponsor produces any Communication Materials that do not contain the information set forth in Section 8.1 above, Project Sponsor must provide an opportunity for the prior review and written comment by the Chief Communications Officer of LACMTA or its designee before such materials can be produced. If Project Sponsor does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Project Sponsor may proceed with producing the Communications Materials as proposed.

8.3 For purposes of this LOA, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

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

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

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

8.7 Project Sponsor shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 8.

**9. OTHER TERMS AND CONDITIONS:**

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

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

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

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

9.5 Project Sponsor shall comply with and insure that work performed under this LOA is done in compliance with Federal Agency Regulations (FAR), Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and the applicable requirements and regulations of the Agency 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 [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm) 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 [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).)

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 C SCOPE OF WORK

### PROJECT LIMITS:

The project is located in the West Basin district of the Port of Los Angeles, and accessed via Alameda Street, which is the eastern boundary of the Wilmington community (Alameda Street/Harry Bridges Boulevard is also a federally designated National Highway System Intermodal Connector Route).

### PROJECT DESCRIPTION:

The Port of Los Angeles is a major seaport serving as a gateway both to the Southern California region and the nation as a whole. The Port is considering relocating the Pier A railroad switching and classification yard to accommodate the proposed expansion the Berths 142-147 container terminal.

The existing Pier A Yard occupies approximately 30 acres of property adjacent to Berths 142-147 container terminal. Pacific Harbor Line (PHL) operates out of Pier A Yard and is currently under contract with the Port to maintain Port owned trackage, dispatch trains and provide rail service to Port customers. The Port is in negotiations with a prospective tenant for a proposed Berths 142-147 expanded container terminal area, which includes the Pier A Yard site. The rail switching / storage operations at Pier A Yard are therefore proposed to be relocated to a new area in the vicinity of Berth 200. This site is currently developed and operating as an auto storage support terminal to the north and active railroad mainline and storage yard tracks to the south. The auto storage yard is approximately 38 acres of open, paved area surrounded by security fencing.

This project will include the demolition of all existing improvements at the Pier A yard, site preparation and development of an intermodal railyard of similar utility to the existing Pier A Yard located approximately 1 mile to the southwest. The new West Basin (also known as Berth 200) railyard will be a critical link between the Port's container terminals and the Alameda Corridor, providing a staging and railcar storage area for trains entering from or departing to the Corridor. Once the West Basin railyard is constructed, the existing Pier A Yard will be demolished with land used for a proposed port terminal expansion project. The design for the demolition of the existing Pier A Yard is not a part of this scope of work. In addition to the construction of the West Basin railyard, mainline track improvements and new intermodal storage yard tracks supporting West Basin area on-dock ICTF's will also be included. Metro funding is for construction activities only.

**PROJECT SCHEDULE:**

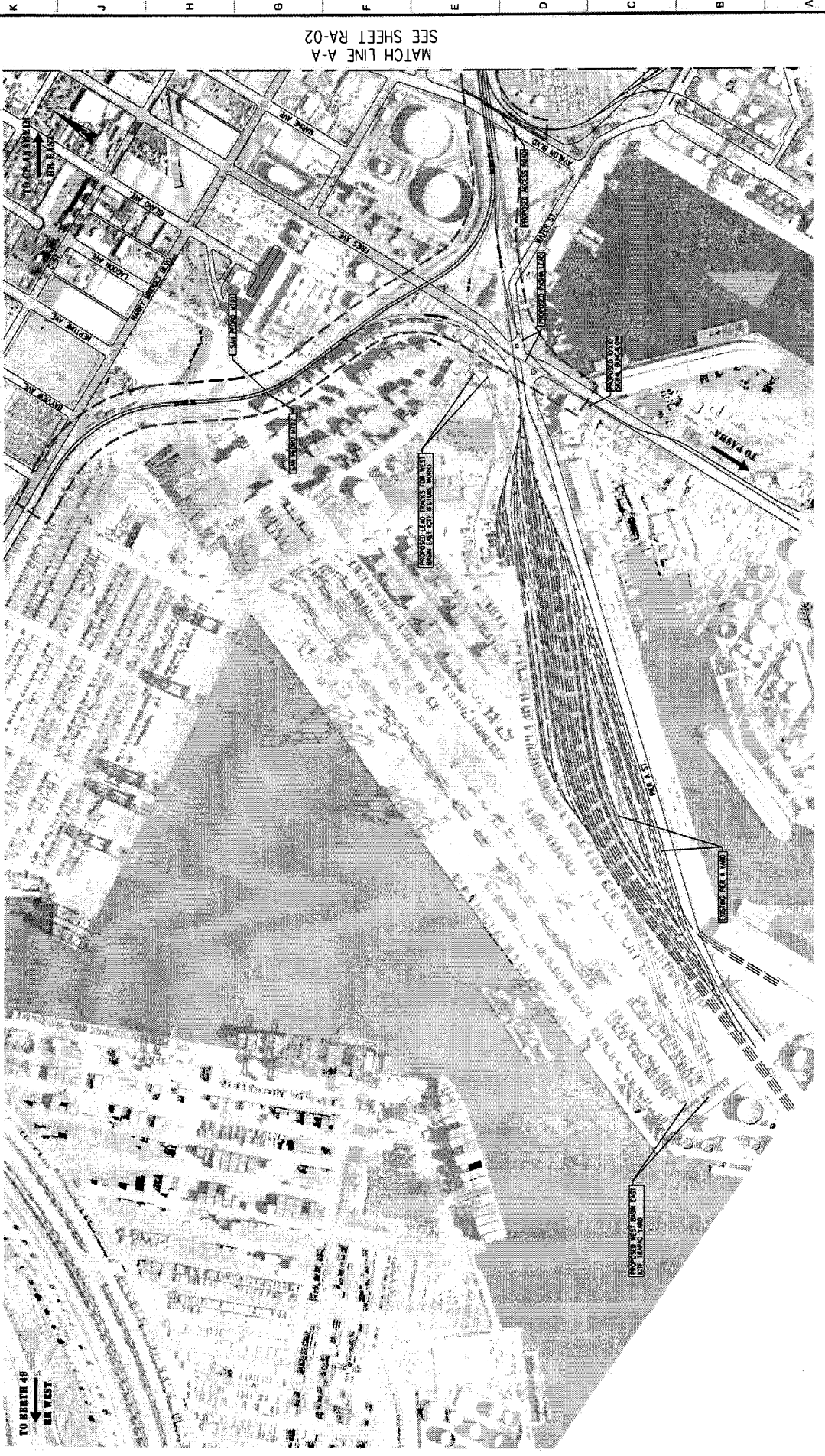
PS&E:	April 2008 to January 2012
Bid / Award:	February 2012 to May 2012
Construction:	June 2012 to June 2013



CONCEPTUAL CONSTRUCTION COST ESTIMATE

PORT TRUCK TRAFFIC REDUCTION PROGRAM: WEST BASIN RAIL YARD

	Description	Costs
<b>A</b>	<b>RAIL YARD IMPROVEMENTS</b>	
	Removals / Earthwork	\$ 5,563,852
	Trackwork	\$ 22,113,050
	Internal Yard Roadways	\$ 1,966,548
	Signage / Striping	\$ 50,442
	Fencing	\$ 691,986
	Landscaping / Irrigation	\$ 2,829,479
	Concrete Walkways - Curb & Gutter	\$ 172,436
	Railroad Signaling	\$ 3,727,420
	Yard Electrical / Lighting	\$ 2,407,836
	Yard Office / Service Buildings	\$ 6,368,336
<b>B</b>	<b>TERMINAL ACCESS ROAD IMPROVEMENTS</b>	
	Grading, Drainage Paving, Striping, Lighting	\$ 5,115,522
<b>C</b>	<b>UTILITIES</b>	
	Utility Relocation / New Site Utilities	\$ 13,216,665
<b>D</b>	<b>ENVIRONMENTAL MITIGATION</b>	
	Contaminated Soil & Ground Water Handling / Disposal	\$ 8,748,108
<b>E</b>	<b>Construction Management Services</b>	\$ 7,000,000
	<b>SUBTOTAL</b>	\$ 79,971,680
	Mobilization (5%)	\$ 3,998,584
	Subtotal	\$ 83,970,264
	Contingency (15%)	\$ 12,595,540
	<b>TOTAL</b>	\$ 96,565,804



MATCH LINE A-A  
SEE SHEET RA-02

DATE	DESIGN	APPROVED	DATE	DESIGN	APPROVED

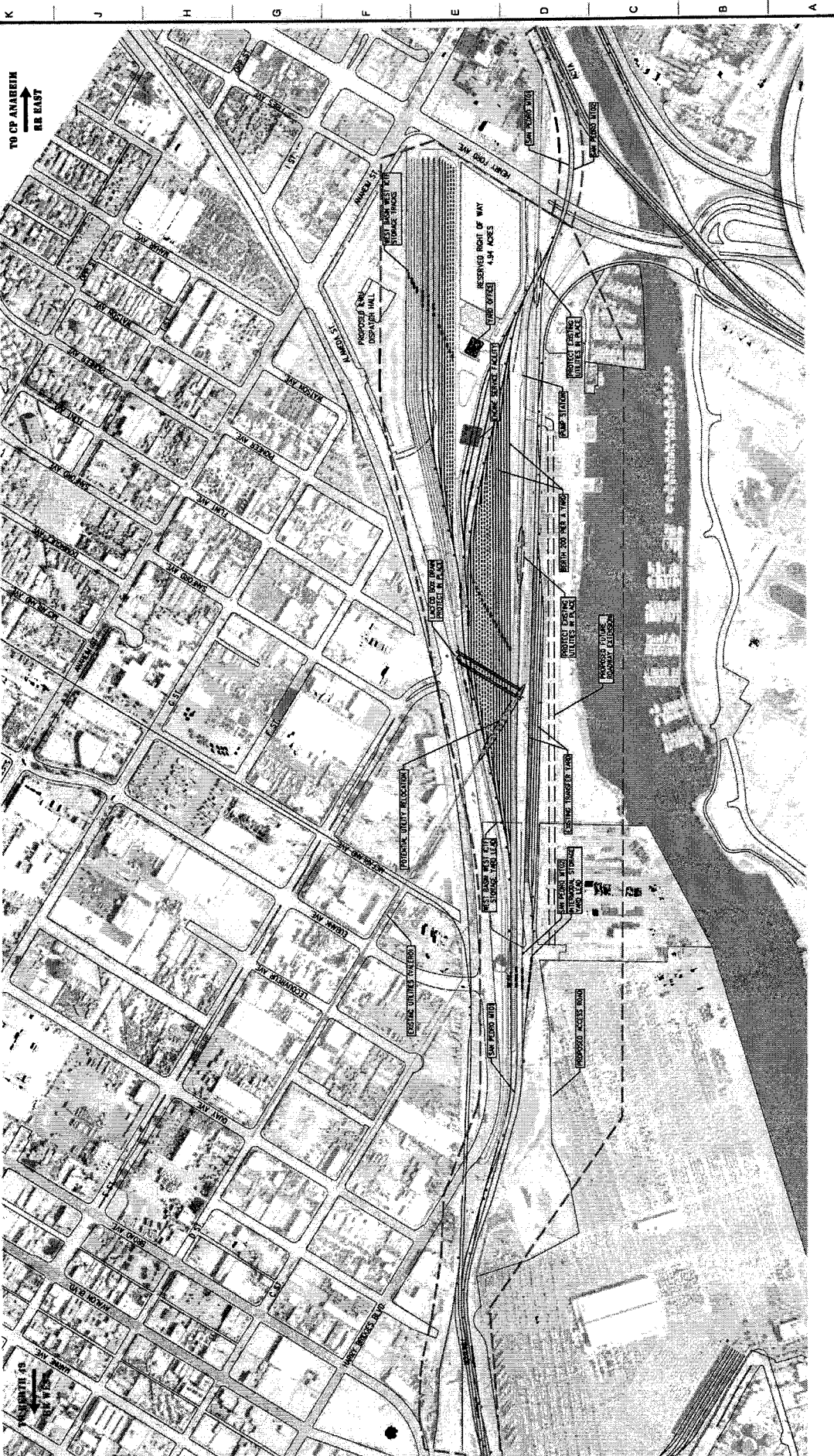
SCALE: 1" = 250'	ONLY OF DESIGN
DATE: 11-1-2007	DATE: 11-1-2007
DESIGNED BY: K. C. PATTERSON	DESIGNED BY: K. C. PATTERSON
CHECKED BY: M. A. CHAVIS	CHECKED BY: M. A. CHAVIS
ESTIMATED DATE OF COMPLETION: MARCH 2011	ESTIMATED DATE OF COMPLETION: MARCH 2011

PROJECT NUMBER: RA-01	SHEET NUMBER: 102
<b>BERTH 200 RAIL YARD - PHASE 1 &amp; 2</b> THE STATE OF CALIFORNIA <b>ENGINEERING DIVISION</b> CIVIL & MECHANICAL ENGINEERS REGISTERED PROFESSIONAL ENGINEERS	

PASHA TRACKS SAN PEDRO MAIN LINE WEST BASIN EAST TRACKS EXISTING TRACK TO RETIRE EXISTING TRACK TO REMAIN	PHASE 1 PHASE 2
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TO CP ANAHEIM  
↑  
RR EAST

MATCH LINE A-A  
SEE SHEET RA-01

NO.	DATE	BY	REVISION	DATE	APP'D.

		SCALE: 1" = 500' DRAWN: K. C. HOUTSCOFF CHECKED: K. C. HOUTSCOFF DATE: OCTOBER 8, 2010	CHIEF OF DESIGN: ASSISTANT CHIEF: DESIGNER:	CHECKED:
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PHASE 1: - - - - -  
 PHASE 2: - - - - -

PASHA TRACKS  
 SAN PEDRO MAIN LINE  
 WEST BASIN EAST TRACKS  
 EXISTING TRACK TO RETIRE  
 EXISTING TRACK TO REMAIN

**BERTH 200 RAIL YARD - PHASE 1 & 2**  
 THE PORT OF LOS ANGELES DIVISION  
 425 S. MAIN STREET, LOS ANGELES, CA 90013-1399  
 RA-02  
 SHEET 2 OF 2

LOA ATTACHMENT D  
**REPORTING & EXPENDITURE GUIDELINES**

**REPORTING PROCEDURES**

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

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

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

## EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (LOA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the LOA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The LOA is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

## DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
  - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
  - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
  - Donations of volunteer services dedicated to the project.
  - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

# LACMTA LOA ATTACHMENT D1

## QUARTERLY PROGRESS REPORT

Grantee To Complete
LOA#
Quarterly Report #

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO 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: Port Truck Traffic Reduction Program: West Basin Railyard  
 LOA#: LOA.P00F3170

#### QUARTERLY REPORT SUBMITTED FOR:

*Fiscal Year :*     2010-2011     2011-2012     2012-2013  
                           2013-2014     2014-2015     2015-2016

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

**(Attach photos of key components & milestones)**

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

#### LACMTA MODAL CATEGORY:

Freeway             RSTI             Signal Synchronization  
 TDM                 Bikeway         Pedestrian  
 Transit              TEA

<b>LACMTA Area Team Representative / Project Mgr.</b>	Name:	
	Area Team:	
	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**

<b>1. Project-to-Date Expenditure</b>	
<b>% of Project Budget Expended to Date</b>	
<b>% of Project Completion</b>	

**2. 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 schedule |
| <input type="checkbox"/> Between 12-24 months behind original schedule | <input type="checkbox"/> More than 24 months behind original schedule |

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

**3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this quarter.

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**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.

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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

MAIN MENU > PROJECT SEARCH > PROJECT INFO

CHANGE PASSWORD | LOGOUT | METRO | SCAG



Metro

Los Angeles County  
Metropolitan Transportation Authority

**VIEWING A PROJECT (READ-ONLY MODE)**  
IF YOU WOULD LIKE TO MAKE CHANGES TO THIS PROJECT, PLEASE PROCEED THROUGH AN AMENDMENT.

VIEW PREVIOUS VERSIONS OF THIS PROJECT      DOWNLOAD PDF REPORT      VIEW PROJECT DOCUMENTS

<b>PROJECT ID:</b> LAF3170	<b>VERSION:</b> 4	<b>SCAG VERSION:</b>
<b>CTIPS ID:</b> n/a	<b>FTIP:</b> 11-18	<b>TOTAL COST</b> \$119,079
<b>PPNO:</b> n/a	<b>FTIP STATE APPROVED:</b>	<b>OBLIGATED COST</b> \$0
<b>EA NUMBER:</b> n/a	<b>FTIP FEDERAL APPROVE DATE:</b> N/A	

LAST MODIFIED BY: Guillermo Martinez Jr (10/26/2011)    APPROVED BY: N/A    HISTORY [+]  
(DETAILS CHANGED)

**ADMINISTRATIVE EDIT**

<b>PROGRAM SOURCE</b> Septemeber 2011 - Formal -	<b>TIP PROJECT ID</b>	<b>SCAG MODELING #</b>	<b>CAPACITY INC</b>	<b>REGN SIGNIFICANT</b>	<b>MODE NO</b>	<b>IS MODELING YES</b>
<b>GROUP PROJ</b> No	<b>GROUP NAME</b>	<b>CONFORMITY CATEGORY</b> TCM				
<b>ES_FUND CATEGORY</b>						

**PROJECT INFORMATION**

<b>PROGRAM / AUTHORIZATION TYPE</b> SCAG RTP PROJECT #	<b>ID</b> 101001	<b>*IMPLEMENTING AGENCY</b> Port of Los Angeles
<b>CFP ID</b>	F5204	<b>*PROJECT MANAGER</b> Guillermo Martinez
		<b>*PHONE (10-DIGIT)</b> 3107323090
		<b>*EMAIL</b> gmartinez@portla.org
		<b>*CFP MODE</b> Regional Surface Transportation Improvements

**\*PROJECT DESCRIPTION - GUIDELINES**  
Port Truck Traffic Reduction Program: West Basin Railyard. Intermodal railyard connecting Port of LA with Alameda Corridor to accommodate increased loading of trains at the Port, thereby reducing truck trips to off-dock railyards..

**\*PRIMARY PROGRAM CODE - Look up Program Code**  
TRN14 - TRACK STRUCTURES-NEW  
**#1 SECONDARY PROGRAM CODE**  
RAN92 - RAIL EXTENSION  
**#2 SECONDARY PROGRAM CODE**  
TRN92 - TRACK EXTENSION

<b>*SYSTEM</b> Local Hwy	<b>ROUTE</b>	<b>SUFFIX</b>	<b>*LOCAL STREET NAME</b> West Basin Railyard	<b>*FROM</b> N/A	<b>*TO</b> N/A
			<b>*LANE # EXISTED</b> NA	<b>*LANE # PROPOSED</b> NA	<b>*IMPROVEMENT DESC</b> Improvements to an intermodal rail yard. See modelin
			<b>HOV ACCESS</b>	<b>EGRESS LOC</b>	<b>TOLL RATE</b> \$
			<b>TOLL COLLECT LOC</b>	<b>TOLL METHOD</b>	

**(ADD NEW MODELING SECTION)**

<b>*FEDERAL UZA</b> Los Angeles-Long Beach-Santa Ana	<b>SCAG SUB-AREA</b> Central Area Team	<b>MTA SUB-REGION</b> South Bay Area
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**ENVIRONMENTAL INFORMATION**

\*AIR BASIN - MAP SCAB      \*ENVIRONMENTAL DOCUMENT FINAL ENVIRONMENTAL IMPACT REPORT      \*ENV DOC COMPLETION DATE 9/30/2009

**PROGRAMMING INFORMATION (\$000)**

[HISTORICAL REVENUES] [GRAPH REVENUES]

\*EST TOTAL PROJECT COST  
\$119,079

FISCAL YEAR	FUND TYPE (PROGRAMMED REVENUE SOURCE) - FUND HELP	PA&ED/PS&E	ROW	CON	TOTAL	
11/12	CMAQ - Congestion Mitigation Air Quality	\$0	\$0	\$7,050	\$7,050	X
15/16	CMAQ - Congestion Mitigation Air Quality	\$0	\$0	\$6,503	\$6,503	X
12/13	STPL-R - STP Local Regional	\$0	\$0	\$8,584	\$8,584	X
11/12	ARRA-TIGGER	\$0	\$0	\$250	\$250	X
12/13	ARRA-TIGGER	\$0	\$0	\$8,000	\$8,000	X
13/14	ARRA-TIGGER	\$0	\$0	\$7,750	\$7,750	X
11/12	TCIF - State Bond - Trade Corridor Program	\$0	\$0	\$250	\$250	X
12/13	TCIF - State Bond - Trade Corridor Program	\$0	\$0	\$23,050	\$23,050	X
13/14	TCIF - State Bond - Trade Corridor Program	\$0	\$0	\$27,930	\$27,930	X
11/12	PORT - Port Funds	\$0	\$0	\$2,856	\$2,856	X
12/13	PORT - Port Funds	\$0	\$0	\$15,385	\$15,385	X
13/14	PORT - Port Funds	\$0	\$0	\$11,471	\$11,471	X
<b>Update Subtotals</b>						
<b>GRAND TOTAL</b>		\$0	\$0	\$119,079	\$119,079	

**SCHEDULE INFORMATION**

\*PROJECT COMPLETION DATE 12/1/2014      \*CURRENT IMPLEMENTATION STATUS Engineering/Plans, Specifications and Estimates (PS&E)      LAST UPDATED 10/26/2011 3:05:30 PM

	SCHEDULED START		ACTUAL START		SCHEDULED COMPLETION		ACTUAL COMPLETION	
	MONTH	YEAR	MONTH	YEAR	MONTH	YEAR	MONTH	YEAR
PA&ED	APR	2003	APR	2003	DEC	2007	DEC	2007
PS&E	APR	2008	APR	2008	JAN	2012		
ROW								
CON	AUG	2012			AUG	2014		

Do you have an E-76 (or an approved grant) for the design/engineering phase of the project? N  
 Do you have an E-76 (or an approved grant) for the right-of-way phase of the project? NA  
 Do you have an E-76 (or an approved grant) for the construction phase of the project? N

**CHANGE REASON**

HISTORICAL COMMENTS

- SCHEDULE / FUNDING / SCOPE CHANGE
- COMPLETE PROJECT
- DELETE PROJECT

WILL YOU OBLIGATE YOUR PROJECT WITHIN 120 DAYS  
 PROJECT PRIORITY RANK  
 SELECT THE PRIORITY RANK NUMBER FOR THIS PROJECT AS COMPARED TO OTHER PROJECTS THAT ARE REQUESTING ECONOMIC STIMULUS (ES) FUNDS.

Local/ State Highway Project (Check all that apply)

THIS PROJECT IS SPLIT FROM ANOTHER PROJECT. THE TIP ID IS

THE PROJECT INCLUDES NEW TRAVEL LANES. DISTANCE OF LANES IS

TOTAL # OF LANES: BEFORE [ ] AFTER [ ]

- THE PROJECT INCLUDES ROAD WIDENING. DISTANCE OF WIDENING IS [ ]
- THE PROJECT INCLUDES INTERSECTION IMPROVEMENTS.
- THE PROJECT INCLUDES A TRANSITIONAL LANE ONTO OR OFF THE HIGHWAY.
- THE PROJECT WILL RECONFIGURE AN INTERCHANGE. NO LANE ADDITION.
- THE PROJECT INCLUDES AN EXTENSION OF AN INTERCHANGE RAMP ACCELERATION/DECELERATION LANE.  
DISTANCE OF RAMP LANE: [ ]
- THIS PROJECT INCLUDES INTERSECTION TURN LANES.
- THIS IS A BRIDGE PROJECT
  - REPLACEMENT (SAME # OF LANES)
  - REPLACEMENT WITH ADDITIONAL LANES  
TOTAL # OF LANES: BEFORE [ ] AFTER [ ]
  - NOT REPLACEMENT (NEW BRIDGE)

THIS PROJECT DOES NOT FALL INTO ANY CATEGORY. THIS PROJECT IS a rail improvement. [ ]

**Federal, Federal Misc, State Misc and Local Fund (PC25)**

AUTHORIZED THESE FUNDS BY [ ]  
PLEASE PROVIDE DOCUMENTED EVIDENCE OF RECEIVING THESE FUNDS. THIS EVIDENCE MAY BE ATTACHED TO THE PROJECT.

GENERAL COMMENTS - LAST UPDATED: 10/26/2011  
Project received new funds from the 2011 CFP # F5204. The cost of the project was updated to \$119 M which includes Construction Management. The FTIP did not include CM services costs previously. The cost of the project for construction only was \$108,200,000 in 2009 during the early stages of design. A cost estimate increase was encountered as design progressed during the past two years.

MODELING COMMENTS - LAST UPDATED: 10/26/2011  
No significant changes made

TGM COMMENTS - LAST UPDATED: 10/26/2011  
No significant changes made

NARRATIVE

Project cost increased by \$8,568 and by 7.75%

Change Project Title:

- from "Port Truck Traffic Reduction Program: West Basin Railyard. Intermodal railyard connecting Port of LA with Alameda Corridor to accommodate increased loading of trains at the Port, thereby reducing truck trips to off-dock railyards.."

to "Port Truck Traffic Reduction Program: West Basin Railyard. Intermodal railyard connecting Port of LA with Alameda Corridor to accommodate increased loading of trains at the Port, thereby reducing truck trips to off-dock railyards.., Port Truck Traffic Re, Port Truck Traffic Reduction Program: West Basin Railyard. Intermodal railyard connecting Port of LA with Alameda Corridor to accommodate increased loading of trains at the Port, thereby reducing truck trips to off-dock railyards.., Port Truck Traffic Re"

Increase Funding

CMAQ:

- ▶ Add funds in 11/12 in CON for \$7,050
- ▶ Add funds in 15/16 in CON for \$6,503

PORT:

- ▶ Add funds in 11/12 in CON for \$2,856
- + Increase funds in 12/13 in CON from \$2,112 to \$15,385
- Decrease funds in 13/14 in CON from \$32,585 to \$11,471

Total project cost increased from \$110,511 to \$119,079

fGN

CONTACT METRO

3.13s

EMAIL PROGRAMMETROHELP@ECONINTERACTIVE.COM

**ATTACHMENT F**  
**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.