



## Board Report

File #: 2017-0344, File Type: Agreement

Agenda Number: 22

### PLANNING AND PROGRAMMING COMMITTEE JULY 19, 2017

**SUBJECT: TAYLOR YARD BRIDGE CONSTRUCTION  
FUNDING AGREEMENT**

**ACTION: AUTHORIZE EXECUTION OF TAYLOR YARD BRIDGE CONSTRUCTION FUNDING  
AGREEMENT WITH THE CITY OF LOS ANGELES**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to negotiate and execute a Construction Funding Agreement with the City of Los Angeles for the Taylor Yard Bridge with a not-to-exceed amount of \$21,700,000.

#### **ISSUE**

In a 1992 settlement agreement pertaining to the development of the Taylor Yard Commuter Rail Facility (1992 Settlement), the former Los Angeles County Transportation Commission (LACTC), a predecessor agency to Metro, agreed to design, finance, and construct a pedestrian access system linking the communities to the east and west of Taylor Yard over the Los Angeles River.

In January 2012, the Metro Board approved the award of funds to the City of Los Angeles (City) for the design of the Taylor Yard Bicycle/Pedestrian Bridge over Los Angeles River (Bridge). The 2012 Board Report is included as Attachment A. Accordingly, Metro has provided the funds for the design of the Bridge, the City has completed 50% design, and the City will complete design from the remaining balance of the design grant and City funds by the end of this calendar year. A site plan and rendering are included in Attachment B.

Execution of the Construction Funding Agreement and completion of the Bridge by the City would fulfill Metro's commitment as part of the 1992 Settlement.

The Bridge will be funded by Metro, subject to terms in the Construction Funding Agreement, programmed over three years, starting Fiscal Year (FY) 2019. The City will construct, own, operate, and maintain the Bridge. The preliminary budget and schedule for the construction of the Bridge are included as Attachments C and D.

#### **DISCUSSION**

### Background

Following the 1992 Settlement, the parties agreed that the City would design and construct the Bridge with funding from Metro via a grant mechanism. Metro granted the City various Call for Projects grants to build the Bridge and a related bike path, however all funds were subsequently deobligated due to delay in performance by the City.

At the January 2012 meeting of the Metro Board, Metro awarded \$1,073,000 to the City for the design of the Bridge, programmed for FY 2011-12 and FY 2012-13 through a Design Funding Agreement which included preliminary conceptual design, environmental documentation, right-of-way, environmental clearance permits, and final design and bid package preparation. The Design Funding Agreement was extended twice and now expires June 30, 2018.

The City has completed 50% drawings for the Bridge design and is responsible for all required permits and rights-of-way required for the construction of the Bridge as a part of the 2012 funding agreement.

### Agreement Terms

- The Bridge will be funded by Metro, with funds advanced every six months based on expected expenditures, and recalculated every six months based on actual expenditures reflected in quarterly progress reports
  - Up to \$21,700,000 will be programmed over three fiscal years starting with FY 2019.
  - The City will provide supporting documentation in the form of Quarterly Progress/Expenditure Reports documenting expenditures from each advance.
- The City is responsible for the construction and completion of the Bridge as described in the Scope of Work of the Construction Funding Agreement.
- Metro will review the Bridge design before the City bids the construction, for purposes of ensuring the project is consistent with the limited scope of the Bridge.
- In the event the final budget (based upon approved bids) exceeds the current estimate of \$21,700,000, Staff will return to the Metro Board for its approval or disapproval.
- Metro shall be responsible for costs overruns due to unforeseen conditions associated with construction.
- The City shall be responsible for cost overruns due to avoidable delays in the project schedule or changes to the project scope initiated by the City.
- Metro will have the right to approve any change orders over \$100,000, following a procedure agreed to by Metro staff.
- The Bridge will be owned, operated, and maintained by the City at no cost to Metro.

### DETERMINATION OF SAFETY IMPACT

Approval of this item will have no impact on safety.

### FINANCIAL IMPACT

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Adoption of the Construction Funding Agreement will require up to \$21,700,000 over three fiscal years. Because the Bridge will be owned and operated by the City, the project will not be considered as a Metro capital project.

Impact to Budget

There will be no impact to the FY 2018 budget. Since this is a multi-year agreement, the Chief Program Management Officer will ensure the project construction funding is included in future annual budget requests.

**ALTERNATIVES CONSIDERED**

The Board could choose not to authorize negotiation and execution of the Construction Funding Agreement. This is not recommended because it does not support Metro's legal commitment made in the 1992 Settlement.

**NEXT STEPS**

Upon Board approval, negotiations will be finalized and the Construction Funding Agreement executed.

**ATTACHMENTS**

Attachment A - Design Funding Board Report (January 18, 2012)

Attachment B - Site Plan and Rendering

Attachment C - Preliminary Project Design and Construction Schedule

Attachment D - Preliminary Project Budget

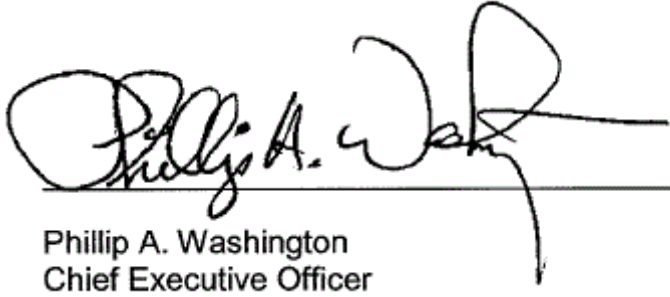
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Phillip A. Washington  
Chief Executive Officer

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**PLANNING & PROGRAMMING COMMITTEE  
JANUARY 18, 2012****SUBJECT: TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LOS ANGELES RIVER****ACTION: AWARD FUNDS FOR DESIGN****RECOMMENDATION**

- A. Approve grant of \$1,073,000 to the City of Los Angeles (City) for design of Taylor Yard Bikeway/Pedestrian Bridge over Los Angeles River with the City providing \$327,000 in matching funds.
- B. Authorize the Chief Executive Officer (CEO) to enter into a Memorandum of Understanding (MOU) with the City for Taylor Yard Bikeway/Pedestrian Bridge; and
- C. Add \$400,000 to the FY12 budget for the Taylor Yard Bikeway/Pedestrian Bridge project.

**ISSUE**

The City recently requested funding for the design of the Taylor Yard Bikeway/Pedestrian Bridge project. The funds requested would fulfill our commitment as part of a 1992 settlement agreement pertaining to the development of the Taylor Yard Commuter Rail Facility for the Southern California Regional Rail Authority (SCRRA).

As part of that settlement agreement, the former Los Angeles County Transportation Commission (LACTC), one of our precursor agencies, agreed to design, finance and construct a pedestrian access system, linking the communities to the east and west of Taylor Yard and providing access to rail service, including a pedestrian bridge across the Los Angeles River.

Based on discussions with the City, it was agreed that the requested grant would provide funding for the design of the Taylor Yard Bikeway/Pedestrian Bridge. We are requesting Board approval of a grant of \$1,073,000 to the City, authorizing the CEO to enter into the necessary MOU for the grant funds and adding \$400,000 to the FY 12 budget, to allow the City to complete the design for the project.

## **DISCUSSION**

As part of the 1993-94 Call for Projects and in an effort to meet the conditions of the settlement agreement, we were awarded \$2,000,000 to construct a bikeway/pedestrian bridge over the Los Angeles River.

As part of the 1995 Call for Projects, the Board programmed an additional \$843,000 to the City of Los Angeles Department of Transportation (LADOT) to construct a 3 mile long bike path between the Golden State Freeway, the SCRRA Central Maintenance Facility, and Fletcher Drive Bridge. Attachment B of Exhibit A shows the project area.

In November 2000, we proposed that LADOT assume management responsibility for the bikeway/pedestrian bridge project as well as the bike path. LADOT agreed.

Due to circumstances beyond their control regarding the Union Pacific railroad right of way, LADOT was unable to meet the timely use of funds provision and the funding was first lapsed by the California Transportation Commission (CTC) and subsequently by the Board in July 2010. (Call for Projects #738 & #2077).

The requested funding of \$1,073,000 will enable the City of Los Angeles to complete the design portion for this project. The funds will be programmed in FY 12 and 13. The project will fill a critical bicycle and pedestrian gap between the communities on the east and west sides of the Los Angeles River and help fulfill our commitment to the project. As part of the project, the City will provide \$327,000 in matching funds. Completion of design will provide an accurate estimate of the bridge's construction cost. Nothing in this MOU precludes or commits us to providing funding for the bridge's construction.

## **FINANCIAL IMPACT**

The funding of \$400,000 for the Taylor Yard Bikeway/Pedestrian Bridge will be added to cost center 0441 NON-DEPARTMENTAL- CDP in FY12. Since this is a multi-year project, the cost center manager and Executive Director, Countywide Planning will be accountable for budgeting the remaining \$673,000 in FY13.

### **Impact to Budget**

The General Funds (FAU Cash) funding requested for this purpose will be added to the FY 12 budget from our fund balance and not diverted from any existing program.

The funds in the recommended programming action are eligible for bus and rail capital and operating projects.

We are exploring eligibility and availability of other sources of funding for future bike related projects.

## **ALTERNATIVES CONSIDERED**

The Board could choose not to provide funding for this project. This is not recommended because this bicycle/pedestrian bridge is a critical link in the regional bike and pedestrian network and because of our settlement agreement commitment.

## **NEXT STEPS**

Upon Board approval, CEO will execute the attached MOU.

## **ATTACHMENTS**

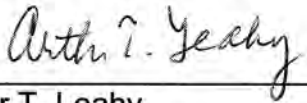
Exhibit A (Memorandum of Understanding)  
Attachment B of Exhibit A (Project Site Map)

Prepared by: Silva Mardrussian, Transportation Planning Manager  
Shahzad Amiri, Deputy Executive Officer, Countywide Planning  
Diego Cardoso, Executive Officer, Countywide Planning



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Martha Welborne, FAIA  
Executive Director, Countywide Planning



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Arthur T. Leahy  
Chief Executive Officer



**TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LOS ANGELES RIVER  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is dated for reference purposes only November 1, 2011, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Los Angeles ("Grantee") for the design of Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles River.

WHEREAS, in July 1992, as part of a settlement agreement pertaining to the development of the Taylor Yard Commuter Rail Facility, the Los Angeles County Transportation Commission (LACTC), the precursor agency to LACMTA, agreed to design, finance and construct a pedestrian access system, linking the communities to the east and west of Taylor Yard and providing access to rail service, including a pedestrian bridge across the Los Angeles River; and

WHEREAS, as part of the 1993-94 Call for Projects, LACMTA was awarded over \$2 million to construct a bikeway/pedestrian bridge over the Los Angeles River (Call for Projects #738); and

WHEREAS, as part of the 1995 Call for Projects, LACMTA awarded \$843,000 to the City of Los Angeles Department of Transportation (LADOT) to construct Phase I, a 1.5 mile long bike path between the Golden State Freeway crossing at the south and the existing bike path access to the Metrolink Central Maintenance Facility at the north; and Phase II an additional 1.5 mile bike path between the existing bike path access to the Metrolink Central Maintenance and Fletcher Drive Bridge at the north (Call for Projects #2077); and

WHEREAS, LACMTA worked with the City to refine the project cost and identify sources for the approximately \$2 million in additional funding that was determined to be needed and requested that the City of Los Angeles apply for grant funds through future Calls; and

WHEREAS, as part of the 2006 Supplemental Call for Projects, at the request of LACMTA, LADOT applied for funds for the Taylor Yard Bridge on behalf of LACMTA with no local match requirement; and

WHEREAS, \$4.5 million was awarded to LACMTA with a 10% match requirement from LADOT; and

WHEREAS, a portion of this grant funding was \$744,000 in State Transportation Improvement Program dollars programmed for 2006-07 for engineering work, which could not be obligated by the deadline due to the inability to obtain at-grade crossing approval by Union Pacific Railroad; and

WHEREAS, during this period, LACMTA requested that the City of Los Angeles enter into an agreement to cover project responsibilities and funding, however, when the grant funds were deobligated, the agreement was abandoned; and

WHEREAS, an accurate engineering estimate is necessary to determine costs to construct the pedestrian bridge and the City of Los Angeles has identified \$1.4 million as necessary to complete the design of the project and will include preliminary conceptual design; and environmental documentation; right-of-way agreements and environmental clearance; and final design and bid package preparation;

WHEREAS, LACMTA Board of Directors, at its meeting on January 26, 2012, authorized a grant to Grantee, subject to the terms and conditions contained in this MOU.

NOW, THEREFORE, the parties hereby agree as follows:

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

1. Part I - Specific Terms of the MOU
2. Part II - General Terms of the MOU
3. Attachment A - Project Funding
4. Attachment B - intentionally omitted
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Quarterly Progress/Expenditure Report
8. Attachment E - Federal Transportation Improvement Program (FTIP) Sheet
9. Any other attachments or documents referenced in the above documents

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

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

APPROVED AS TO FORM:

Andrea Sheridan Ordin  
County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy

GRANTEE:

City of Los Angeles Department of Transportation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jaime de la Vega  
General Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carmen A. Trutanich  
City Attorney

PART I  
**SPECIFIC TERMS OF THE MOU**

1. Title of the Project (the "Project"): Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles River.
2. To the extent the Funds are available, LACMTA shall make to Grantee a one-time grant of the General Funds in the amount of \$1,073,000 (the "Funds") for the design. LACMTA Board of Directors' action of January 26, 2012, granted the Funds to Grantee for the Project. The Funds are programmed over 2 years, Fiscal Years FY 2011-12 and FY 2012-13. LACMTA Board of Directors' action approved Funds for FY 2011-12 only in the amount of \$400,000. LACMTA Board of Directors' action approved Funds for FY 2012-13 only in the amount of \$673,000. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to Grantee.
3. This one time grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. Grantee Funding Commitment must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold 'five percent (5%)' of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.
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 Grantee Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Grantee shall complete the Project as described in the "Scope of Work." The Scope of Work for the Project is attached to this MOU as **Attachment C**. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this MOU for default as described in Part II, Section 9. **Any changes in the Scope of Work must be made by amendment.**
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 ProgamMetro FTIP database under the reports section at <http://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.

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

7. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this MOU, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this MOU, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, Project Funding, Financial Plan, the Scope of Work, including schedule, or the lapse date of the Funds.

8. LACMTA's Address:  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Silva Mardrussian, Mail Stop 99-22-65

9. Grantee's Address:  
City of Los Angeles  
1149 S. Broadway Street, Suite 740  
Los Angeles, CA 90015  
Tim Fremaux, 213-972-4957, Tim.Fremaux@lacity.org



PART II  
**GENERAL TERMS OF THE MOU**

1. **TERM:**

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

1.2 **Should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this MOU by giving written notice to Grantee at least thirty (30) days in advance of the effective date of such termination. If this MOU is terminated pursuant to this section, LACMTA will not reimburse Grantee any costs incurred after the termination date, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be consistent with the established funding percentages outlined in the MOU.**

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this MOU, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Sections 5.1 of this MOU, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:

**Los Angeles County Metropolitan Transportation Authority**

**Accounts Payable**

**P. O. Box 512296**

**Los Angeles, CA 90051-0296**

Re: LACMTA Project: Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles River

Silva Mardrussian, MS 99-22-65

3. **USE OF FUNDS:**

3.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines.

3.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this MOU, can only be used towards the completion of the Scope of Work originally adopted by the LACMTA Board of Directors and detailed in Attachment C.

3.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this MOU. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the MOU approved and signed by the LACMTA Chief Executive Officer or his designee.

3.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If Grantee desires to use the Funds to purchase/lease equipment (i.e., vehicles, computers, etc.) necessary to perform or provide the services disclosed in the Scope of Work, Grantee must obtain LACMTA's written consent prior to purchasing/leasing specific equipment. Equipment purchased/leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: Grantee will be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to Grantee Funding Commitment ratio.

4. **DISBURSEMENT OF FUNDS:** Disbursements shall be based on a reimbursement basis in accordance with the Quarterly Progress/Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [www.metro.net/projects\\_studies/call\\_projects/ref\\_docs.htm](http://www.metro.net/projects_studies/call_projects/ref_docs.htm). Grantee must provide detailed supporting documentation with its Quarterly

Progress/Expenditure Report. Grantee Funding Commitment must be spent in direct proportion to the Funds with each quarter's payment.

**5. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:**

5.1 Grantee shall submit the Quarterly Progress/Expenditure Report (Attachment D1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

5.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the MOU period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions as defined by this MOU. Grantee's expenditures submitted to LACMTA for this project shall be in compliance with Federal Acquisition Regulations, Subpart 31 (FAR). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

5.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to



audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 5.2 and 5.3 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

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

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

5.7 In addition to LACMTA's other remedies as provided in this MOU, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this MOU, including the access to records provisions of Part II, Section 5.

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

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

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

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, this MOU shall be void and have no further force and effect, and LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 Grantee shall fully fund and contribute the Grantee 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, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 Grantee shall be responsible for any and all cost overruns for the Project.

7.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this MOU subject to the terms and conditions contained herein. **Any Funds expended by Grantee prior to the execution of this MOU (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.**

7.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this MOU shall be amended to reflect such additional funding. If, at the time of final voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this MOU as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

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

8.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this MOU within ninety (90) days of receiving formal transmittal of the MOU from LACMTA, or by

- December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this MOU. Contracts for construction or capital purchase shall be executed 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. Funds programmed by LACMTA for Project development or right-of-way costs must be expended by the end of the second fiscal year following the year the Funds were first programmed; and
  - (iii) submitting the Quarterly Progress/Expenditure Report as described in Part II, Section 5.1 of this MOU; and
  - (iv) expending the Funds granted under this MOU for allowable costs within 36 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this MOU. All Funds programmed for FY 2011 - 12 are subject to lapse by June 30, 2014. All Funds programmed for FY 2012 - 13 are subject to lapse by June 30, 2015.

If Grantee 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. **Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.**

8.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 8.1 of this MOU, the Project will be reevaluated by LACMTA as part of its 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 Grantee 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 reprogrammed, this MOU shall automatically terminate.

9. **DEFAULT:** A Default under this MOU is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

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

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

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

11. **COMMUNICATIONS:**

11.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. Grantee 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.

11.2 If Grantee produces any Communication Materials that do not contain the information set forth in Section 11.1 above, Grantee must provide an opportunity for prior review and written comment by the Chief Communications Officer of LACMTA or its designee before such materials can be produced. If Grantee does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Grantee may proceed with producing the Communications Materials as proposed.

11.3 For purposes of this MOU, "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.

11.4 For signage on Project structures, facilities, vehicles and construction sites, Grantee 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.

11.5 Grantee 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.

11.6 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.

11.7 Grantee 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 11.

12. **OTHER TERMS AND CONDITIONS:**

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

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

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

12.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or

committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this MOU. Grantee 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 Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this MOU; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this MOU.

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

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

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

12.8 Grantee shall not assign this MOU, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

12.9 This MOU shall be governed by California law. If any provision of this MOU 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.

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

12.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee 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 Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

12.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA 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. For the ITS policy and form, see [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).

12.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).

12.14 Grantee will advise LACMTA prior to any key Project staffing changes.

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

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

**ATTACHMENT A - PROJECT FUNDING**

CFP#  
FTIP#:

MOU.P000F  
PPNO:

**MEMORANDUM OF UNDERSTANDING**

**PROJECT TITLE:TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LOS ANGELES RIVER**

**GRANTEE/ PROJECT SPONSOR:**

(\$ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:								
SELECT:								
Proposition C 5%								
Proposition C 10%								
Proposition C 25%								
Proposition C 40%								
FAU CASH					400,000	673,000	1,073,000	76.6%
<b>LACMTA SUBTOTAL</b>							<b>1,073,000</b>	<b>76.6%</b>
GRANTEE/SPONSOR MATCH:								
Grantee Funding Commitment (specify type)								
(Write specific type of funding match)								
SELECT:								
City General Fund								
Prop A or C Local Return								
STPL								
Other *						327,000	327,000	23.4%
<b>GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL</b>							<b>327,000</b>	<b>23.4%</b>
<b>TOTAL PROGRAMMED FUNDING</b>					<b>\$400,000</b>	<b>\$1,000,000</b>	<b>\$1,400,000</b>	<b>100.0%</b>

\*LADWP has committed funding

Rev: 12.15.08

√

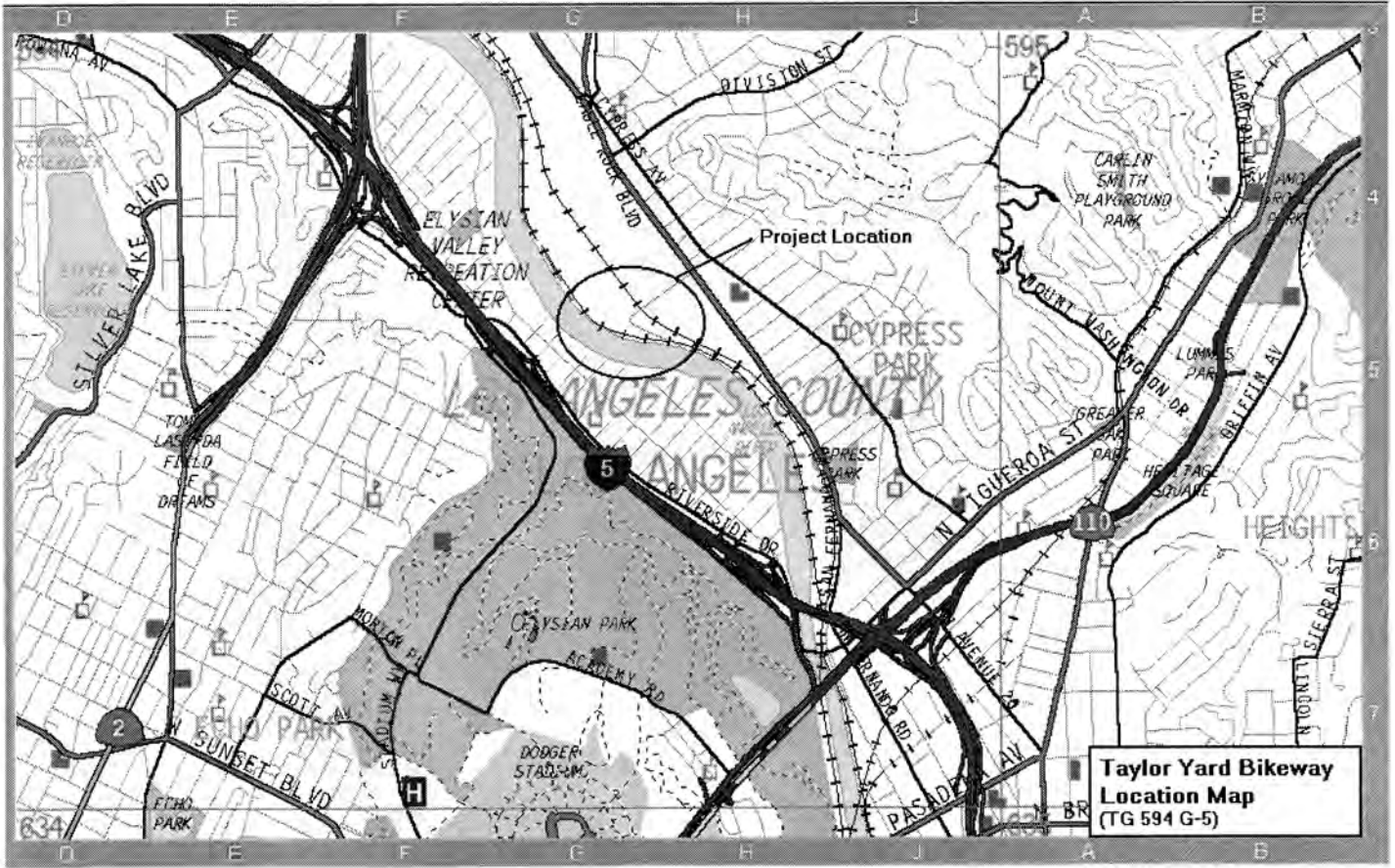
1,400,000

MOU Attachment A



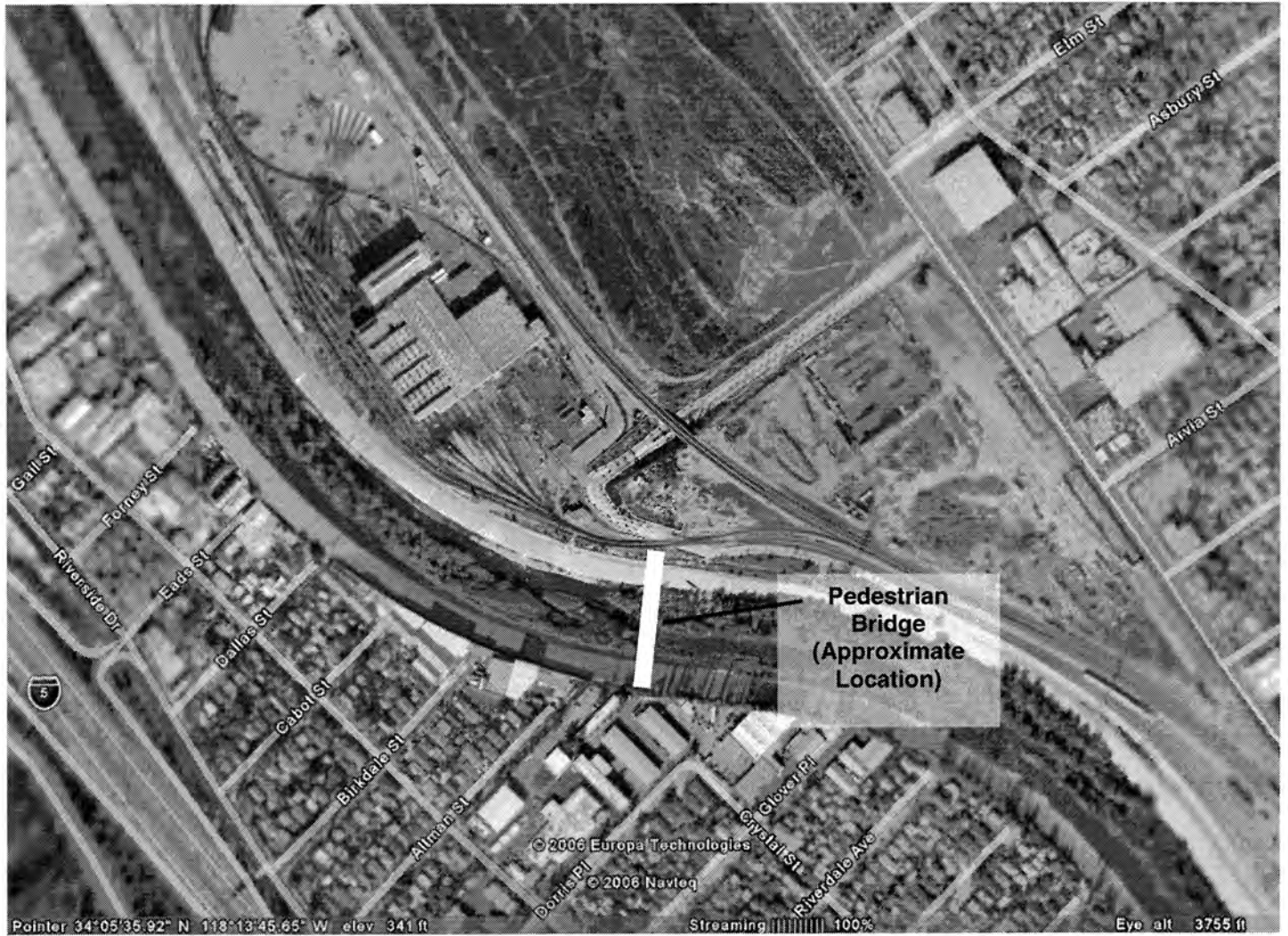
ATTACHMENT B

Figure 1: Vicinity Map



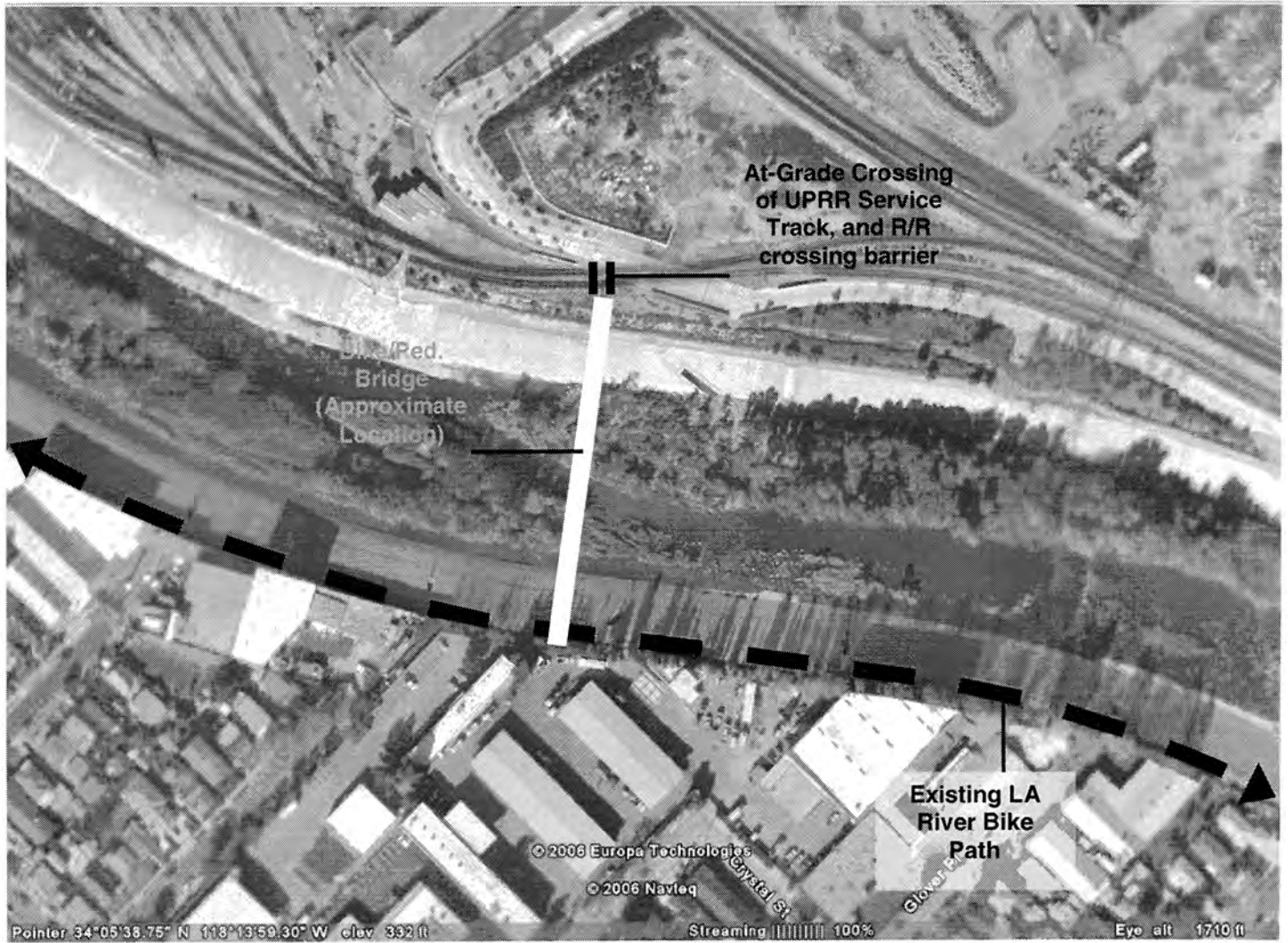
Source: Thomas Brothers Maps

Figure 2: Site Map (with approximate location of bridge)



Source: Google Earth

Figure 3: Bridge Detail (Approximate Location)



Source: Google Earth



**SCOPE OF WORK**  
**Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles**

**River**

**Location**

The Taylor Yard Bikeway/Pedestrian Bridge over Los Angeles River (LAR) Project (the "Project") is located within the City of Los Angeles (the "city") in the community of Cypress Park. The bridge will cross the LAR, between the Metrolink railroad maintenance facility in Taylor Yard on the east bank and the city-owned property on the west bank. The proposed project right of way will be crossing properties owned by Union Pacific Railroad (UPRR), Metro, City of Los Angeles, and possibly private entities.

**Project Description**

The funds identified in this agreement will enable the completion of design for this project. The project will provide a gap closure between communities on the east and west sides of the LAR. The project features an approximately 400-foot bikeway/pedestrian and shared-use bridge across the LAR linking the existing Taylor Yard access road with the western bank of the LAR. The clear width of the bridge will be approximately 17 feet. The vertical clearance of the bridge at the centerline of the river will be determined jointly with Army Corp of Engineers, Los Angeles County Flood Control and other appropriate governmental agencies. The City will be the owner of this bridge.

The abutment location on both banks of the LAR, will be finalized after completion of the detailed engineering survey and the functionality for the bicyclists and pedestrians.

Between the existing Taylor Yard service road and the proposed bridge there will be a new at-grade crossing required for UPRR service track.

The Project's funding will complete the following services and activities: engineering design; preparation of plans, specifications and estimates (PS&E); right-of-way engineering; environmental impact analysis of the river and railroad crossings;

The design of the Project will be in conformity with the following governmental standards: City of Los Angeles; State of California Department of Transportation; and the *American Association of State Highway and Transportation Officials (AASHTO)*.

**Project Funding**

The City of Los Angeles has responsibility for the milestones, and MTA has the responsibility of the funding allocations.

<b>Milestones</b>	<b>Duration (months)</b>	<b>Cost</b>
<b>Project Kick-off (Execute MOU Field Review.)</b>	3	\$100,000
Preliminary Conceptual Design & Environmental documentation <i>(City will consult with Metro for various elements of the design)</i>	12	\$400,000
R/W Agreements (primarily air rights) & Environmental Clearance <i>(City will consult with Metro on the Environmental Documentation)</i>	12-18	\$500,000
Final Design and Bid Package	16	\$400,000
Total	36	\$1,400,000

- LACMTA Contribution: \$1,073,000
- LADWP Contribution: \$327,000

**MOU ATTACHMENT D**  
**REPORTING & EXPENDITURE GUIDELINES**

**REPORTING PROCEDURES**

- Quarterly Progress/Expenditure 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 at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee 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 (MOU 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 MOU, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The MOU 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 MOU ATTACHMENT D1  
 QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
MOU#	
Quarterly Report #	

**GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO  
 P.O. Box #512296, Los Angeles, CA 90051-0296** after the close  
 of each quarter, but no later than November 30, February 28,  
May 31 and August 31. Please note that letters or other forms  
 of documentation may **not** be substituted for this form. Refer to the  
 Reporting and Expenditure Guidelines (Attachment D) for further information.

**SECTION 1: QUARTERLY EXPENSE REPORT**

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

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
<b>Project Quarter Expenditure</b>				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
<b>Project-to-Date Expenditure</b>				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

**SECTION 2: GENERAL INFORMATION**

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

**MOU #:** \_\_\_\_\_

**QUARTERLY REPORT SUBMITTED FOR:**

- Fiscal Year :**     2004-2005     2005-2006     2006-2007  
                           2007-2008     2008-2009     2009-2010
- Quarter :**         Q1: Jul - Sep     Q2: Oct - Dec  
                           Q3: Jan - Mar     Q4: Apr - Jun

**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 3 : QUARTERLY PROGRESS REPORT**

**1. DELIVERABLES & MILESTONES**

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

Grantees must make every effort to accurately portray milestone dates in the original MOU 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 MOU 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 MOU. **PER YOUR MOU AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

MOU Milestones	Original MOU Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
<b>Total Project Duration (Months)</b>				

**2. PROJECT COMPLETION**

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

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

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

- Yes
- No
- Not Applicable

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

- Yes
- No
- Not Applicable

**3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this quarter.

**4. PROJECT DELAY**

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

**5. ACTION ITEMS TO RESOLVE DELAY**

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

**SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

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

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
<b>TOTAL</b>				

**Notes:**

- Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
- All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**

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

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

## ATTACHMENT E

### Federal Transportation Improvement Program (FTIP) Project Sheet Instructions

PLEASE GO TO THE **ProgramMetro** FTIP DATABASE LINK BELOW:

<http://program.metro.net>

- ✓ Review & Update your projects in the FTIP through the ProgramMetro database
- ✓ Click on the **REPORTS** link -----<http://program.metro.net/reports.asp>
- ✓ Click on the **FTIP PROJECT SHEET (PDF)** link
- ✓ Under the File menu select "**Save As**" and save the PDF on your computer or network
- ✓ Attach your FTIP PROJECT SHEET (PDF) to the MOU/LOA as Attachment E
- ✓ Use typewriter tool in Adobe to Label Attachment accordingly as "Attachment E"

### FTIP CONTACTS

Contact Person	Phone/FAX Information	Email:
Herman Cheng	213.922.2453 FAX 213.922.2476	<a href="mailto:Chengh@metro.net">Chengh@metro.net</a>
Nancy Marroquin	213.922.7237 FAX: 213.922.2476	<a href="mailto:Marroquinn@metro.net">Marroquinn@metro.net</a>
Avital Shavit	213.922.7518 FAX: 213.922.2476	<a href="mailto:Shavita@metro.net">Shavita@metro.net</a>

### SAMPLE FTIP PROJECT SHEET (PDF)

**Los Angeles Metropolitan Transportation Authority**  
2009 Federal Transportation Improvement Program (\$000)

Submitting Agency: **Burbank, City of**

Form ID: <b>LAE0119</b> BCAD RTP Project #: _____ FTRC: _____ SA Number: _____ BCAD Model #: <b>T267</b>		Project Title: <b>CNG TRANSIT VEHICLES PURCHASE FOR LOCAL TRANSIT NETWORK EXPANSION</b> Project Description: <b>CNG TRANSIT VEHICLES PURCHASE FOR LOCAL TRANSIT NETWORK EXPANSION</b>																																										
System: <b>Transit</b> Route: _____ Facility: _____ Program Code: <b>BUN94 - BUSES-EXPANSION-ALTERNATIVE FUEL</b> Environmental Document: <b>CATEGORICALLY EXEMPT - 10/20/2005</b> Consistency Category: <b>NON-EXEMPT</b> Air Basin: SCAB Project Completion Date: <b>12/31/2011</b> Current Implementation Status: No Project Activity - 05/24/2007 Project Manager: _____ Last Modified By: _____	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Fiscal Year</th> <th>Revenue Source</th> <th>Engineering</th> <th>Right of Way</th> <th>Construction</th> <th>Total Revenue</th> </tr> </thead> <tbody> <tr> <td>06/07</td> <td>5309c - FTA Bus Discretionary</td> <td></td> <td></td> <td>\$177</td> <td>\$177</td> </tr> <tr> <td>07/08</td> <td>5309c - FTA Bus Discretionary</td> <td></td> <td></td> <td>\$98</td> <td>\$98</td> </tr> <tr> <td>08/09</td> <td>5309c - FTA Bus Discretionary</td> <td></td> <td></td> <td>\$102</td> <td>\$102</td> </tr> <tr> <td>09/07</td> <td>CITY - City Funds</td> <td></td> <td></td> <td>\$18</td> <td>\$18</td> </tr> <tr> <td>09/07</td> <td>054 - General Funds - Locally Generated</td> <td></td> <td></td> <td>\$225</td> <td>\$225</td> </tr> <tr> <td></td> <td></td> <td><b>\$0</b></td> <td><b>\$0</b></td> <td><b>\$640</b></td> <td><b>\$640</b></td> </tr> </tbody> </table>	Fiscal Year	Revenue Source	Engineering	Right of Way	Construction	Total Revenue	06/07	5309c - FTA Bus Discretionary			\$177	\$177	07/08	5309c - FTA Bus Discretionary			\$98	\$98	08/09	5309c - FTA Bus Discretionary			\$102	\$102	09/07	CITY - City Funds			\$18	\$18	09/07	054 - General Funds - Locally Generated			\$225	\$225			<b>\$0</b>	<b>\$0</b>	<b>\$640</b>	<b>\$640</b>	Total Cost: <b>\$640</b>
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Wednesday, October 2, 2007



Site Plan and Rendering

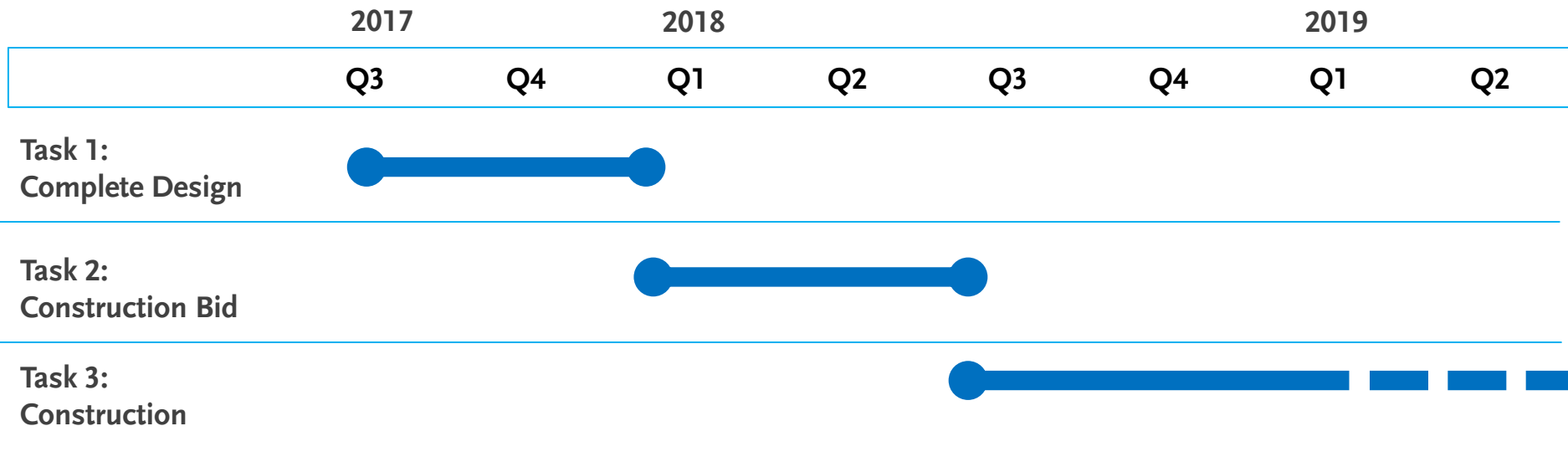


Site Plan and Rendering





# Project Schedule



## Project Budget

Date: 05/25/2017

To: Marie Sullivan  
Metro, Principal Transportation Planner

From: Nur Malhis  
Bureau of Engineering, Architectural Division

Subject: **TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LA RIVER  
CONSTRUCTION FUNDING OUTLOOK**

FUNDS NEEDED FOR CONSTRUCTION		
Item	Cost	Comments
<b>TAYLOR YARD BRIDGE (ORIGINAL SCOPE)</b>		
Construction Cost	\$16 M	Escalation at 5% / Year, assuming construction mid point date of Nov 2019
Construction Contingency	\$3.2 M	20% of Construction Cost
<b>TOTAL Construction (Hard Cost)</b>	<b>\$19.2 M</b>	
<b>TOTAL Construction Engineering-Administration /Indirect Costs</b> (PM, CM, Consultant, Inspection, Mitigation Monitoring)	\$2.5 M	Approximately 15% of Total Construction Cost
<b>TOTAL Construction Cost</b>	<b>\$21.7 M</b>	
<i>Assuming July 2018 Start Date</i>		