



## Board Report

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File #: 2016-0221, File Type: Agreement

Agenda Number: 18.

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### CONSTRUCTION COMMITTEE NOVEMBER 17, 2016

**SUBJECT: WESTSIDE PURPLE LINE EXTENSION PROJECT - SECTION 1**

**ACTION: AUTHORIZE THE CHIEF EXECUTIVE OFFICER (CEO) TO REIMBURSE THE CITY OF BEVERLY HILLS AND TO EXECUTE AN ANNUAL WORK PLAN**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. REIMBURSE the City of Beverly Hills for valid costs incurred to review the design and construction of the Design-Build elements of the Project within the City as provided in the attached excerpt from the draft Memorandum of Agreement (MOA) for design/build construction between Metro and the City; and
- B. EXECUTE the Annual Work Plan for Fiscal Year 2017 with the City of Beverly Hills, in an amount not-to-exceed \$4,859,611, for the **Westside Purple Line Extension - Section 1 C1045 Contract**.

#### **ISSUE**

The Metro Board approved an MOA for the Westside Purple Line Extension Project - Section 1 for the Advanced Utility Relocation work in the City of Beverly Hills in October 2014. As stated in that Board Report, Metro staff was to begin to draft and negotiate an agreement with the City of Beverly Hills for the Design-Build elements of the Project that are located within the City of Beverly Hills. As the MOA negotiations have not yet concluded and construction of the Design-Build elements of the Project have begun within the City of Beverly Hills, the attached Reimbursement provisions sets forth the manner in which the City of Beverly Hills will be reimbursed for costs.

The Annual Work Plan process is per the terms of the MOA, which serves as a commitment from Metro for the reimbursement of services to be provided by the City of Beverly Hills.

#### **DISCUSSION**

Support of the design and construction of the Wilshire/La Cienega Station by various departments

within the City of Beverly Hills is extremely critical to the success of the Project.

The Reimbursement provisions in the draft MOA describes the cost reimbursement process with the City of Beverly Hills for its permitting process, design reviews, coordination efforts, meeting attendance, inspections, reviewing traffic control and staging requirements, establishing allowable work hours, environmental mitigations and other essential elements

### **DETERMINATION OF SAFETY IMPACT**

This Board action will not have an impact on established safety standards for Metro's construction projects.

### **FINANCIAL IMPACT**

Funds are included in the FY17 budget under Project 865518 Westside Purple Line Extension Project - Section 1, in Cost Center 8510 (Construction Project Management), and Account No. 50316 (Professional and Technical Services). The approval of the Reimbursement provisions in the draft MOA does not negatively impact the life-of-project budget. Since this is a multi-year project, the Chief Program Management Officer and the Project Manager will be responsible for budgeting costs in future years.

#### **Impact to Budget**

The sources of funds for the recommended action are Federal 5309 New Starts, Measure R 35% and TIFIA Loan Proceeds. The approved FY17 budget is designated for the Westside Purple Line Extension Project - Section 1 and does not have an impact to operations funding sources. These funds were assumed in the Long Range Transportation Plan for the Westside Purple Line Extension Project. This Project is not eligible for Propositions A and C funding due to the proposed tunneling element of the Project. No other funds were considered.

### **ALTERNATIVES CONSIDERED**

The Board may choose not to authorize the attached Reimbursement provisions, however if reimbursement is not authorized, the City of Beverly Hills may not issue permits to the C1045 Design-Build Contractor to begin construction of the Wilshire/La Cienega Station. This would potentially delay the Project.

### **NEXT STEPS**

Metro and the City of Beverly Hills staff will continue to work diligently to conclude the negotiations on the MOA and bring the MOA forward for Board approval. After Board approval of the MOA, staff will

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begin negotiations with the C1045 Design-Build Contractor and return to the Board requesting execution of a Contract Modification that will reflect the incorporation of the terms of the MOA into the C1045 Contract.

Upon approval and execution of the Annual Work Plan, Metro staff will issue the applicable work orders to the City of Beverly Hills.

**ATTACHMENTS**

Attachment A - Manner In Which The City Will Be Reimbursed For Costs

Attachment B - FY17 Annual Work Plan for the City of Beverly Hills

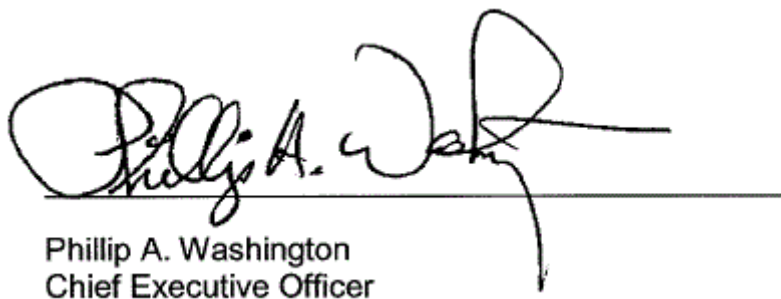
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Reviewed by:

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Phillip A. Washington  
Chief Executive Officer

**ATTACHMENT A**  
**Manner In Which The City Will Be Reimbursed For Costs**

The LACMTA agrees to reimburse the City in the manner provided by this Agreement for its Costs (Direct and Indirect) for all staff and Consultants performing work associated with the C1045 Contract consistent with this Agreement. Indirect Costs shall be computed based upon the maximum rates allowable under federal and/or state law. Unless the Internal Revenue Service or the California Public Utilities Commission issues regulations or rulings to the contrary, reimbursable Costs will not include taxes purportedly arising or resulting from the LACMTA's payments to the City under this Agreement.

The City agrees to procure, and the LACMTA agrees to reimburse the City for, a third-party Consultant or Consultants who will assist the City in meeting its obligations under this Agreement. The Consultant(s) may include a team of individuals who provide a variety of services on behalf of the City, which, at minimum, shall include the following: 1) coordinating and facilitating plan review/approval and Construction management/observation; 2) observing and approving the installation of City Facilities; and 3) monitoring and enforcing the mitigation control measures provided in the Final Environmental Impact Report, this Agreement and its attachments and exhibits. In order to perform all services at a sufficient level, with the City's approval, the Consultant may hire a sub-consultant or sub-consultants to perform specific services when necessary. The LACMTA shall only reimburse the City for Consultant(s) work that is performed in furtherance of the C1045 Contract.

City staff may oversee, review or comment on the work of the Consultant(s) and the City shall be entitled to reimbursement for such work. The LACMTA agrees to reimburse the City for Direct and Indirect Costs of City staff performing work or providing services associated with the C1045 Contract.

Notwithstanding the other provisions of this Article, LACMTA agrees that it will continue the current reimbursement procedure it has with the City whereby it deposits funds in the amount of \$250,000 into a City account for the City to draw down upon for the work it has performed in conjunction with the obligations set forth in this Agreement so long as the City provides an adequate accounting of its work. The LACMTA shall replenish said fund on a monthly basis so that \$250,000 is available in the City account from month-to-month. This reimbursement practice shall apply up until the annual work plan for the Fiscal Year ending June 30, 2017 is implemented, unless the Parties otherwise agree to continue or discontinue the current reimbursement practice. Upon discontinuance of this reimbursement practice, reimbursement for Costs to the City shall be in accordance with the provisions detailed below in this Article for work covered by an annual work plan for Fiscal Year 2016-17 and all subsequent years.

To assist the LACMTA and the City in estimating the level of service to be provided for work associated with the C1045 Contract which will require work by the City and its Consultant(s) pursuant to this Agreement, the LACMTA and the City will cooperate to develop a mutually agreeable annual work plan for each Fiscal Year starting with Fiscal Year 2016-17 for which such work by the City will be required, in accordance with the following provisions:

- (a) Not later than February 28 of 2016 and each calendar year thereafter during the term of this Agreement, the LACMTA shall provide City with information regarding anticipated C1045 Contract requirements. The LACMTA's provided information shall include a list of each item of work that the LACMTA anticipates to request from the City for the C1045 Contract during the upcoming Fiscal Year and the estimated start and finish dates for the work item that the LACMTA anticipates to request from the City. Within thirty (30) Working Days after receiving the required information from the LACMTA, the City shall submit a preliminary annual work plan to the LACMTA for required work by the City during the upcoming Fiscal Year, which would include an estimated amount of money, via a Form 60 (a copy of which is attached as Exhibit B to this Agreement), that the City will require for reimbursement of work performed and purchase of requested items.
- (b) For each Fiscal Year, following the LACMTA's receipt of the preliminary annual work plans, the City and the LACMTA shall each negotiate in good faith such issues as are necessary in order to attempt to finalize such annual work plans, not later than April 30 prior to the commencement of such Fiscal Year.
- (c) For each Fiscal Year, within sixty (60) Days after the City's submittal to the LACMTA of the final annual work plans agreed upon by the Parties, the LACMTA shall issue to the City a Work Order identifying each item of work the LACMTA anticipates the City will perform through the end of the Fiscal Year, the amount of money the City and the LACMTA estimate that the City will be reimbursed therefore, and the anticipated schedule for performance of such work. For funding purposes, such Work Orders may be made effective as of the estimated work start date for the described activities upon the City's sign-off of the Work Order. The City and the LACMTA acknowledge that, due to the dynamics of the Project and related Construction, such Work Orders will be subject to amendments (including additions, deletions and modifications), and additional Work Orders may be issued throughout the Fiscal Year as deemed appropriate by the Parties and as approved by the LACMTA and the City by signing off the amendment to the Work Order or additional Work Order.

The LACMTA shall issue Work Orders to the City, following the City's submittal of an estimate in the form of a Form 60. Completion of the Form 60 is required by the LACMTA to authorize the performance of all work and the purchase of all materials and equipment required under the terms and conditions of this Agreement. The City and the Consultant(s) may perform any work so authorized. Each Work Order shall specify the work to be performed, including the work by City staff and the City's Consultant described in this Article, and any materials or equipment to be acquired, the amount of money that the City will be reimbursed therefore, and a schedule, including the estimated starting and finishing dates for work so authorized. Work Orders shall include estimated schedules. The City shall not be authorized to do any work, and shall not be paid, credited or reimbursed for Costs or expenses associated with any work, not requested by a Work Order, unless otherwise mutually agreed in writing. The City shall not be required to perform any work not requested by a Work Order or not otherwise to be reimbursed pursuant to

written agreement. The City shall be reimbursed for all Costs for work requested by a Work Order, regardless of whether such Costs exceed the agreed upon estimate.

The City shall submit billings for reimbursement of Costs as soon as practicable. Each billing shall be addressed to the LACMTA Representative, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid. The LACMTA shall reimburse the City for each submitted billing within sixty (60) Days of receipt.

City shall be reimbursed for all Costs incurred in developing and executing this Agreement and Consultant(s) contracts within sixty (60) Days of the date of this Agreement. City shall be reimbursed for all Costs incurred for work related to preparing and implementing the annual work plans within sixty (60) Days of the approval of the annual work plan by both the LACMTA and the City.

ATTACHMENT B

<b>CONTRACT PRICING PROPOSAL (Professional Services)</b>		<b>LACMTA "FORM 60"</b>	<b>PAGE</b>	
Name of Proposer: City of Beverly Hills		Service to be Furnished Reimbursable services for the City and City Consultants		
Home Office Address 455 N. Rexford Dr. Beverly Hills, CA 90210				
Project/Location(s) Where Work is to be Performed La Cienega Station City of Beverly Hills		Total Amount of Proposal \$4,859,611	Contract No. C1045	
<b>DETAILED DESCRIPTION OF COST ELEMENTS</b>				
	Est. Hours	Rate/ Hour	Est. Cost(\$)	Total Est. Cost
1a. Direct Labor (Specify)				
City Staff (Exhibit 1)	21,579	Various	1,971,696	\$ 1,971,696
1b. Overtime				
Total Direct Labor				\$ 1,971,696
2. Labor Overhead	O.H. (%)	x Base=	Est. Cost(\$)	
	54.50%	1,971,696	1,074,574	
Total Labor Overhead				\$ 1,074,574
3. Travel*			Est. Cost(\$)	
a. Transportation				
b. Per Diem or Subsistence				
Total Travel				\$ -
4. Subcontractors/Subconsultants **			Est. Cost(\$)	
Cordoba Corporation			\$ 1,111,415	
Richards   Watson   Gershon (City Attorney)			\$ 67,560	
Independent Compliance Monitor (Est.)			\$ 380,000	
BHFD Added Local Emergency Response			\$ 67,280	
Emergency repairs (material and outside vendors)			\$ 100,000	
Total Subcontractors				\$ 1,726,256
Fee on Subcontractors				
5. Other Direct Costs *				\$ 87,085
6. General & Admin. Expenses				
<b>TOTAL ESTIMATED COST</b>				\$ 4,859,611
7. Fee				
<b>TOTAL ESTIMATED COST AND FEE</b>				\$ 4,859,611
* Itemize on "Form 60" - Continuation Page				
** Attach LACMTA "Form 60" for all proposed subcontractors/subconsultants				





**EXHIBIT 1**  
**Direct Labor (City Staff Support Services)**

<b>DEPARTMENT</b>	<b>TOTAL</b>
<b>ASD-BUDGET/CUSTOMER SERVICE/US</b>	<b>\$ 871.85</b>
<b>ASD-FINANCE/ACCOUNTING/PAYROLL</b>	<b>\$ 56.16</b>
<b>ASD-RISK MANAGEMENT</b>	<b>\$ 782.56</b>
<b>CD-BUILDING &amp; SAFETY</b>	<b>\$ 21,021.93</b>
<b>CD-PLANNING</b>	<b>\$ 13,178.07</b>
<b>CD-TRANSPORTATION</b>	<b>\$ 36,770.88</b>
<b>COMM SVCS-LIBRARY</b>	<b>\$ 2,023.92</b>
<b>COMMUNITY SERVICES</b>	<b>\$ 9,550.59</b>
<b>FIRE DEPARTMENT</b>	<b>\$ 457,618.03</b>
<b>POLICE DEPARTMENT</b>	<b>\$ 821,888.34</b>
<b>POLICY AND MANAGEMENT</b>	<b>\$ 188,965.08</b>
<b>PUBLIC WORKS SERVICES DEPT</b>	<b>\$ 228,446.27</b>
<b>CAPITAL ASSET DEPARTMENT</b>	<b>\$ 190,522.34</b>
<b>TOTAL:</b>	<b>\$ 1,971,696.02</b>