

Board Report

Los Angeles County
Metropolitan Transportation
Authority
One Gateway Plaza
3rd Floor Board Room
Los Angeles, CA

File #: 2024-0993, File Type: Contract Agenda Number: 20.

CONSTRUCTION COMMITTEE OCTOBER 23, 2024

SUBJECT: GOLD LINE FOOTHILL EXTENSION PHASE 2B2

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE execution of Amendment No. 4 to the Funding Agreement between the Metro Gold Line Foothill Extension Construction Authority ("Authority") and the Los Angeles County Metropolitan Transportation Authority ("Metro") to reflect the allocation of \$798,000,000 of the California State Transportation Agency ("CalSTA") Transit and Intercity Rail Capital Program ("TIRCP") formula funding authorized by Senate Bill 125 ("SB125 Funds").

<u>ISSUE</u>

The Authority is responsible for the design and construction of the Gold Line Foothill Extension Phase 2B2 Project ("Project"), a proposed extension of the Metro A Line from Pomona to Montclair, which will directly serve two counties. At its December 2022 meeting, the Board prioritized the ranking of projects for state discretionary funding and identified a need for \$798 million for the Los Angeles County portion of the Project. Funding for the Project in San Bernardino County is to be provided by the San Bernardino County Transportation Authority ("SBCTA"). Upon completion of the Project, the Construction Authority is to handover the Project to Metro to operate and maintain. Responsibilities and guidelines for allocation of the funds and the specific commitments by the Authority and Metro are established by a Funding Agreement and a Master Cooperative Agreement (MCA) between the two agencies.

The Authority's procurement process for Phase 2B2 to seek a potential Design-Build Contractor for the design and construction of the Project is ongoing, and an amendment to the Funding Agreement is needed to document the allocation of the award of SB 125 Funds to Metro for this Project.

BACKGROUND

Los Angeles County voters overwhelmingly approved Measure R (2008) and M (2016) to provide a significant source of local funding to support the delivery of a transformative, multimodal set of transportation projects to improve mobility, decrease air pollution, and increase the quality of life for all 10 million county residents. These local sales tax measures were designed to provide local match to leverage significant state and federal funds to fully fund and implement the priority projects found

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in their respective expenditure plans.

The Metro Gold Line Foothill Extension Phase 2B project extends 12.3 miles from Glendora to Montclair and includes six stations. The overall Phase 2B project is divided into two sections: Phase 2B1 extends from Glendora to Pomona, and Phase 2B2 (the Project) extends from Pomona to Montclair.

The Project includes stations and parking facilities in the two cities along the alignment and shares right of way with Southern California Regional Rail Authority (Metrolink) and the Burlington Northern Santa Fe (BNSF) freight line. A portion of the project extends approximately 1.5 miles into San Bernardino County, terminating at the Montclair Station.

At its July 2019 meeting, the Metro Board approved additional funding of \$126,000,000 for the project to Pomona, making the total Metro contribution \$1,531,667,000. This amount includes a \$290,200,000 TIRCP grant award, of which \$41,000,000 was ultimately withheld by the State of California due to the reduction of the project scope at the time to terminate in Pomona. Metro anticipates the \$41,000,000 will be available for use on the Project, as the Authority and Metro intend to revive the original project scope, including construction to Montclair.

In June 2022, the State approved AB 180, which appropriated \$3.63 billion for the Transit and Intercity Rail Capital Program (TIRCP). In November 2022, the State targeted \$900 million to \$1.35 billion for existing TIRCP projects in Southern California through a competitive TIRCP Cycle 6 process. Metro applied for TIRCP Cycle 6, requesting funds for the East San Fernando Valley LRT, A Line/Gold Line to Montclair (the Project), and the Southeast Gateway Line. Metro received \$600 million in funding only for the East San Fernando Valley LRT.

The fiscal year 2022-23 (FY23) State budget process also included SB 198, which identified \$4 billion of formula funding for transportation projects statewide that would be funded in FY24 and FY25. In March 2023, the Metro Board reaffirmed that the Project and the Southeast Gateway Line were the first and second priorities for the SB 198 funds, respectively. The State enacted SB 125 in July 2023, which respectively identified \$495.65 million in FY24 and \$499.9 million in FY25 for Metro.

In December 2023, Metro submitted a required "allocation package" to the State, formally requesting \$798,000,000 for the Project (presuming \$41,000,000 of TIRCP remaining for the project from Pomona to Montclair would be used entirely for costs in San Bernardino County as described in Amendment No. 3 of the Agreement). The State approved Metro's allocation package in July 2024 and allocated \$798,000,000 to the Project (the "SB125 Funds")

DISCUSSION

In November 2022, the Authority informed Metro that the estimated cost of the Project was \$878,000,000, with \$798,000,000 attributable to costs in Los Angeles County and \$80,000,000 to costs in San Bernardino County. As of October 2024, Metro has been allocated and received \$498,650,905 of the SB125 Funds; Metro has also been allocated and has not yet received an additional \$299,349,095 of the SB125 Funds. Metro anticipates the \$41,000,000 that was awarded to Metro in 2018 and subsequently withheld when the project extended only to Pomona will be allocated from CalSTA pursuant to a 2018 TIRCP grant for use on the Project. Due to the funding made

available by SB 198 and the Metro Board action to prioritize the funding for the Project, the Authority initiated a procurement for a design build contractor. The Authority issued a request for qualifications for the design build contractor in March 2024 and shortlisted one contractor to submit a response to the Authority's Request for Proposals in July 2024. The Authority is requesting the execution of Amendment No. 4 to demonstrate the financial commitment for the design build contract. The Authority expects to receive a firm, fixed price proposal from its design build contractor in early 2025. The draft Fourth Amendment to the Funding agreement is included as Attachment A, a project funding matrix is included as Attachment B, the expenditure plan is included as Attachment C, and the Scope of Work is included as Attachment D.

DETERMINATION OF SAFETY IMPACT

There is no safety impact for the Foothill Extension as a result of this action.

FINANCIAL IMPACT

The recommendation to approve the amendment to the Funding Agreement will document the Metro Board's action to allocate the SB125 Funds to the Los Angeles County portion of the Project. Staff will return to the Board upon the Authority's receipt of a design build price proposal and request a FY25 Budget amendment, an LOP for the Project, and amendments to the agreements with SBCTA. Since this is a multi-year project, the Project Manager, Cost Center Manager and Chief Program Management Officer is responsible for budgeting for future project costs.

EQUITY PLATFORM

By having affordable transportation options, the population along the project corridor can access the job opportunities within the San Gabriel Valley and Los Angeles County and beyond. Twenty five percent (25%) of the project corridor is within Equity Focus Communities (EFCs) such as Azusa and Pomona. The Project will increase access for EFCs along the corridor that use the Metro transit system to access housing, jobs, educational, medical and entertainment needs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This Board Action is related to the Metro Strategic Plan by updating the project Funding Agreement and providing needed TIRCP grant funds authorized by SB 125 to a portion of the Gold Line Foothill Extension Phase 2B2 project.

ALTERNATIVES CONSIDERED

The Board may decide to forego amending the Funding Agreement, however this would be contrary to previous Metro Board actions and priorities. Staff recommendation is to proceed with the Amendment in order to assure grant funds are accounted for as a requirement of the Funding Agreement, between Metro and the Authority.

NEXT STEPS

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Upon Board approval, the terms of the Funding Agreement Amendment will be finalized and will be circulated for execution.

ATTACHMENTS

Attachment A - DRAFT Project Funding Agreement Amendment No. 4

Attachment B - Project Funding Attachment C - Expenditure Plan Attachment D - Scope of Work

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Reviewed by:

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Stephanie N. Wiggins (Chief Executive Officer

FOURTH AMENDMENT TO FOOTHILL EXTENSION PHASE 2B FUNDING AGREEMENT

This Fourth Amendment ("Fourth Amendment") to Foothill Extension Phase 2B Funding Agreement Glendora to Claremont ("Agreement") is dated for reference purposes only ______, 2024 and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the Metro Gold Line Foothill Extension Construction Authority ("Recipient"), FTIP # LA29212XY.

WHEREAS, in December 2023, LACMTA applied to the California State Transportation Agency ("CalSTA") for \$798,000,000 of funding from the Transit and Intercity Rail Capital Program ("TIRCP") formula funding authorized by Senate Bill 125 ("SB125") for the Project (the "SB125 Funds").

WHEREAS, as of the date of this Fourth Amendment, LACMTA has been allocated and received \$498,650,905 of the SB125 Funds, and has been allocated but has not yet received an additional \$299,349,095 of the SB125 Funds.

WHEREAS, LACMTA anticipates an additional \$41,000,000 will be allocated from CalSTA pursuant to a 2018 TIRCP grant for use on the Project (**"2018 TIRCP Funds"**).

WHEREAS, the parties desire to increase funding to the Project to allow the Project to extend further east from the City of Pomona to the City of Claremont and, additionally, to revise the Project and Phase 2B definition and scope of work and to increase the funding to the Project to allow the Project to extend from the City of Claremont to the City of Montclair, all subject to the limits of the available funding as described in this Agreement.

WHEREAS, the portion of the Project from Pomona to Montclair is "**Phase 2B2**" and, as defined in the Agreement, the portion of the Project to be constructed in San Bernardino County is the "**Montclair Extension**."

NOW, THEREFORE, the parties hereby agree as follows:

- 1. The defined terms herein, as identified by initial capitalization, shall have the meanings ascribed to them in the Agreement, unless otherwise indicated.
- 2. The terms "**Phase 2B**" and "**Project**" are hereby revised to be: "the Metro Gold Line Foothill Extension Phase 2B (Glendora to Montclair)".
- 3. LACMTA expects to enter into a funding agreement with San Bernardino County Transportation Authority ("SBCTA") ("SBCTA-LACMTA Funding Agreement") pursuant to which \$80,000,000, subject to change as described herein, will be provided to construct the Project including the Montclair Extension ("Total SB County Funds," and any part thereof, the "SB Funds"), which is comprised of \$41,000,000 in 2018 TIRCP Funds or other SBCTA funding and an additional \$39,000,000 of funding previously approved by and to be provided by SBCTA, with the understanding that the amount of Total SB County Funds and the cost breakdown between LACMTA and SBCTA for their respective intended construction costs may be revised after the design builder for the Phase 2B2 Pomona to Montclair Design/Build Project is under contract with Recipient and the contracted costs of Phase 2B2 including the Montclair Extension are better known. Once Recipient identifies, subject to LACMTA review and acknowledgement of, the contracted cost of the design-builder, and only if SBCTA and LACMTA agree in

writing that changes in funding allocations and amounts for construction of Phase 2B2 including the Montclair Extension are required to reflect the contracted cost of the design-builder, the Chief Executive Officers of LACMTA and Recipient will amend the Agreement to reflect such changes.

- 4. Section A2.1 is hereby amended and restated to read as follows: "Pursuant to LACMTA Board Action on June 22, 2017, LACMTA has approved (a) \$1,364,664,635 for use on the Project less LACMTA Project Costs, as defined in Section B7, and subject to the provision of Sections A2.2 and its subsections below; (b) plus an increase in the amount of \$41,002,365 to accommodate amounts included in the TIRCP grant application awarded funding in 2018, of which \$41,000,000 was subsequently withheld and is now anticipated to be available for the Project as further described below; (c) plus an increase in the amount of \$97,000,000 in January 2019 as part of the Second Amendment; (d) plus an increase in the amount of \$29,000,000 as part of the Third Amendment; (e) plus an increase in the amount of \$798,000,000 as part of the Fourth Amendment; (f) plus an anticipated contribution of \$39,000,000 from SBCTA as part of the Fourth Amendment, for a total amount of \$2,368,667,000 for the Project less LACMTA Project Costs, as defined in Section B7, and less SBCTA Project Costs, as defined in Section B7 of the SBCTA-LACMTA Funding Agreement, and subject to the provision of Section A2.2 and its subsections below. The amounts identified above in clauses (a) through (f), are referred to herein collectively as the "Funds". The amount of the Funds less the LACMTA Project Costs and SBCTA Project Costs is referred to as the "Gold Line Fund Amount". Except as specifically provided otherwise in the Agreement, the Parties are not required to further amend this Agreement before Recipient is entitled to invoice against the Gold Line Fund Amount."
- 5. The "\$1,364,664,635" referenced in the initial clause of **Section A2.2** that was revised by the First Amendment to be "\$1,405,667,000" and thereafter revised by the Second Amendment to be "\$1,502,667,000" and thereafter revised by the Third Amendment to be "\$1,531,667,000" is hereby revised by this Fourth Amendment to be \$2,368,667,000.
- 6. The first paragraph of **Section A2.2.2** is hereby amended and restated to read as follows: "LACMTA previously requested \$290,200,000 in Cap and Trade Funds from the State of California for the Project ("**Cap and Trade Funds**"); \$249,200,000 from Cap and Trade Funds was allocated and is eligible for use on the Project to the City of Pomona as well as within Los Angeles County. The additional \$41,000,000 from Cap and Trade Funds was withheld by the State of California due to the reduction of the Project scope at the time to construct only to Pomona. LACMTA anticipates the \$41,000,000 in additional Cap and Trade Funds will be available for use on the Project, as the parties intend to revive the original Project scope, including the Montclair Extension. The Cap and Trade Funds grant amount is sufficient to cover \$78,000,000 of planned funding referenced in the Ordinance as 2016-2067 Local, State, Federal, Other Funding, \$33,197,635 needed for LACMTA Project Costs in excess of what was needed in Phase 2A and \$138,000,000 of additional funding ("**Additional Funding**") requested by Recipient."
- 7. The first sentence of the second paragraph of **Section A2.2.2** is hereby deleted and replaced as follows: "If the Funds are not sufficient to cover the entire cost of the Project to Claremont or if, after Recipient exercises the Montclair Option as such term is defined

in Recipient's design-build contract "C3001 Phase 2B2 Pomona to Montclair Design-Build Contract", SBCTA or another source who is not LACMTA does not agree to provide additional funding should the anticipated costs of constructing the Montclair Extension exceed the Total SB County Funds, then Recipient and LACMTA agree to (i) meet with one another and attempt to meet with SBCTA regarding the Montclair Extension, if applicable, and (ii) use good faith efforts to review the budgets for the Project including the Montclair Extension, if applicable, and (iii) identify cost savings achievable through value engineering, elimination of any project scope or services agreed to be unnecessary including potentially terminating the Project at the Claremont station, or other mutually agreeable cost-saving methods. Recipient shall not authorize the use of Funds for the construction of the Project beyond the Claremont station, except as may be required for the functionality of the light rail system or as necessary to make Claremont a terminus station, if applicable, nor any part of the Montclair Extension unless LACMTA has obtained full and binding funding commitments for the total cost of the Montclair Extension from a source or sources other than LACMTA. Nothing in this Agreement shall create an obligation on the part of LACMTA to fund any portion of the Montclair Extension."

- 8. The first \$20,000,000 of the Funds has already been paid by LACMTA to Recipient in accordance with **Section A3.2** of the Agreement as the Phase 2B Working Capital Advance. In addition, LACMTA anticipates that SBCTA will be providing an additional \$7,000,000 to LACMTA for the "**SBCTA Working Capital Advance**," consistent with Section A3.2 of the SBCTA-LACMTA Funding Agreement, which funds LACMTA will provide to Recipient once received. Upon LACMTA's receipt of Recipient's invoice for the SBCTA Working Capital Advance, LACMTA shall within two (2) business days forward the invoice to SBCTA. Pursuant to Section A3.2 of the SBCTA-LACMTA Funding Agreement, SBCTA shall pay the invoice within ten (10) days. The SBCTA Working Capital Advance will be held by Recipient in a separate account from the Phase 2B Working Capital Advance.
- 9. The third sentence of **Section A3.2** of the Agreement is replaced with the following: "Recipient shall submit the Monthly Progress/Expenditure Report which shall clearly delineate which funds are for Los Angeles County expenses (to be paid by LACMTA funding sources) and which are for the Montclair Extension (to be paid by SB Funds) and, notwithstanding the approval process in **Section B.5.1**, will be reimbursed by LACMTA for Los Angeles County expenses within thirty (30) days after LACMTA's receipt of each Monthly Progress/Expenditure Report submittal, except that for costs to be paid by SB Funds. Recipient shall be reimbursed within a number of days to be determined in the SBCTA-LACMTA Funding Agreement and in no circumstances more than forty-five (45) days, provided, however, that if LACMTA for any reason does not receive the SB Funds from SBCTA with sufficient time to meet this timeframe, LACMTA will provide timely notice to Recipient of such delay and will pay only the LACMTA Funds and will forward the SB Funds to Recipient upon receipt. LACMTA shall submit the portion of each Monthly Progress/Expenditure Report that delineates expenses for the Montclair Extension (if any) to SBCTA within two (2) business days after receipt from the Recipient."
- 10. **Section A9** of the Agreement is revised by changing "Phase 2B Revenue Operations Date" to "Phase 2B2 Revenue Operations Date."

- 11. Pursuant to Section B3.3 of the SBCTA-LACMTA Funding Agreement, LACMTA informs Recipient that Recipient is required to spend all Total SB County Funds in accordance with applicable law.
- 12. **Section B6.8** of the Agreement is revised to read: "Notwithstanding anything in this Agreement to the contrary, the provisions of this **Section B6** shall not apply to any contractor, consultant, or supplier performing work pursuant to (i) a fixed-rate or time and materials contract (except for any cost reimbursement portion of the contract) or (ii) a fixed price contract that has been procured competitively or to which an exception to competitive procurement applies; provided, however, that this **Section B6** shall apply to the costs and records of any contractor, consultant, and supplier to the extent that such costs and records directly relate to a change order, claim, or formal dispute and for any audit-related requests or other requirements originating from the State of California."
- 13. Section B6.10 of the Agreement is revised to read: "Recipient shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement as well as to ensure all Montclair Extension costs are in compliance with all applicable funding source requirements and the applicable terms and conditions of the SBCTA-LACMTA Funding Agreement; provided, however, that Recipient's obligation to ensure that all Montclair Extension costs are in compliance with all applicable funding source requirements and the applicable terms and conditions of the SBCTA-LACMTA Funding Agreement is conditioned upon (a) LACMTA having provided such funding source requirements and terms and conditions of the SBCTA-LACMTA Funding Agreement to Recipient and (b) Recipient having provided written concurrence to LACMTA. Notwithstanding anything in the Agreement to the contrary, LACMTA's obligation to disburse SB Funds is conditioned on LACMTA's receipt of such written concurrence."
- 14. **Section B6.11** of the Agreement is revised to read: "Recipient shall also certify final costs of the Project to ensure all costs are in compliance with Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement as well as to ensure all Montclair Extension costs are in compliance with all applicable funding source requirements and the applicable terms and conditions of the SBCTA-LACMTA Funding Agreement; provided, however, that Recipient's obligation to ensure that all Montclair Extension costs are in compliance with all applicable funding source requirements and the applicable terms and conditions of the SBCTA-LACMTA Funding Agreement is conditioned upon (a) LACMTA having provided such funding source requirements and terms and conditions of the SBCTA-LACMTA Funding Agreement to Recipient and (b) Recipient having provided written concurrence to LACMTA. Notwithstanding anything in the Agreement to the contrary, LACMTA's obligation to disburse SB Funds is conditioned on LACMTA's receipt of such written concurrence."
- 15. Pursuant to LACMTA Board action on January 24, 2019, the LACMTA Project Costs were reduced from \$221,164,635 to \$142,200,000, and by this Fourth Amendment are now increased by \$64,000,000. Accordingly, **Section B7.4** of the Agreement is revised by changing "\$221,164,635" to "\$206,200,000," and **Section B7.3.5** is revised by changing "\$10,000,000" to "\$7,500,000."

- 16. The last sentence of the first paragraph of **Section B8.1** is hereby amended and restated to read as follows: "For accounting purposes only, adding the Recipient Funding Commitment of \$42,206,122 to the Funds of \$2,368,667,000 makes the total project cost equal to \$2,410,873,122."
- 17. **Section B12.14** of the Agreement is revised by changing "date that the RFP for the Alignment Design/Build Contract" to "date that the RFP for the parking facilities associated with the Phase 2B2 Pomona to Montclair Design/Build Project."
- 18. Attachment B is hereby amended and restated as set forth in the attached "Revised Attachment B."
- 19. Attachment C is hereby amended and restated as set forth in the attached "Revised Attachment C."
- 20. Attachment D is hereby amended and restated as set forth in the attached "Revised Attachment D."

[Signature Page Follows]

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

LACMTA:	Recipient
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY	METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY
By: Stephanie N. Wiggins Chief Executive Officer	By: Habib F. Balian Chief Executive Officer
Date:	Date:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
DAWYN R. HARRISON County Counsel	
By:	Ву:

ATTACHMENT B

PROJECT FUNDING

Metro Gold Line Foothill Extension Phase 2B Glendora to Montclair

(in millions of dollars escalated to the year of the expenditure) 10-09-2024

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Capital Project 865202	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	Total
Sources of Funds	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Measure R 35%	4.1	3.2	9.1	14.1	21.0	45.0											96.5
Measure M						92.0	210.0	210.1	126.0	0.3	150.0	160.6	70.0				1,019.0
Transit and Intercity Rail Capital Program (TIRCP 2018) LA									82.0	167.2							249.2
Transit and Intercity Rail Capital Program (TIRCP 2018) SB												10.0	10.0	11.0	10.0		41.0
LACMTA													69.8	27.2			97.0
LACMTA														16.1	12.9		29.0
SB125 FUNDS (TIRCP 2024) LA												160.0	180.0	190.0	188.0	80.0	798.0
OTHER SBCTA FUNDS (SB)												10.0	10.0	10.0	9.0		39.0
Local Contributions						6.0	6.0	6.0	6.0	6.0	6.0	6.2					42.2
Total Project Funding	4.1	3.2	9.1	14.1	21.0	143.0	216.0	216.1	214.0	173.5	156.0	346.8	339.8	254.3	219.9	80.0	2,410.9

ATTACHMENT C

EXPENDITURE PLAN - COST AND CASHFLOW BUDGET

Metro Gold Line Foothill Extension Phase 2B Glendora to Montclair

(in millions of dollars escalated to the year of the expenditure) 10-09-2024

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Capital Project 865202	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY	Total
Uses of Funds	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Pre-Construction	4.1	3.2	9.1	14.1	9.5												40.0
MCA						0.3	1.0	0.7	0.3	3.0	1.0	5.5					11.8
Construction DB2 2B						105.9	171.9	164.6	178.1	108.6	78.6						807.7
Construction DB3 2B										30.0	35.0						65.0
Right of Way					0.5	15.5	17.5	29.8	12.5	4.7	1.0	1.0	17.5				100.0
Professional Services					11.0	15.3	19.6	15.0	17.1	19.2	19.0	19.0	43.8	8.5	8.5		196.0
Project Contingency 2B										2.0	6.4	11.8	12.8	3.0	4.0		40.0
Metro Costs												110.3	12.7	18.8	0.4		142.2
Planning											9.0	13.0	13.0	13.0			48.0
New Work Sub Projects													40.0				40.0
Construction 2B2 LA												166.0	180.0	184.0	193.0	75.0	798.0
Construction 2B2 SB												14.0	20.0	27.0	14.0	5.0	80.0
Local Contributions						6.0	6.0	6.0	6.0	6.0	6.0	6.2					42.2
Total Project Costs	4.1	3.2	9.1	14.1	21.0	143.0	216.0	216.1	214.0	173.5	156.0	346.8	339.8	254.3	219.9	80.0	2,410.9

ATTACHMENT D

SCOPE OF WORK

The Phase 2B project will provide a light rail transit (LRT) system linking the cities of Azusa, Glendora, San Dimas, La Verne, Pomona, Claremont, and Montclair, and will involve relocation and reconfiguration of existing freight and Metrolink commuter rail track. The Project includes approximately 12.3 miles of double light rail main track; tail tracks beyond the Montclair platform; new bridges; improvements to existing culverts; retaining walls and sound walls; embankment improvements; drainage and storm water improvements; six at-grade passenger stations; one parking structure, five parking lots; intermodal interfaces; traction electrification system comprised of traction power supply substations (TPSS) and overhead contact system (OCS); grade crossings and adjacent roadway/traffic signal improvements; station equipment; wayside equipment; communications systems; approximately 10.2 miles of freight rail track and signal system upgrades; light rail train control/signaling system; approximately 1.9 miles of Metrolink track relocation and signaling, including Positive Train Control (PTC); a new Claremont Metrolink platform on the Metrolink Corridor; landscaping; and all related appurtenances, accessories, subsystems, documentation, procedures, spare parts, manuals, and special tools.

Light rail vehicles (LRV), universal fare system (UFS) equipment, the radio system for the LRT system, the rail operations control (ROC) facility, and the light rail supervisory control and data acquisition (SCADA) system will be provided by Metro.

A general overview of the Project alignment is provided below:

Foothill Gold Line Pasadena to Azusa Tail Track to Gladstone Avenue Segment

This segment of the alignment is approximately 4.4 miles, runs mainly at-grade, and includes eight at-grade crossings at Barranca Avenue, Foothill Boulevard/Grand Avenue (freight only), Vermont Avenue, Glendora Avenue, Pasadena Avenue, Elwood Avenue, Loraine Avenue and Lonehill Avenue (freight only); grade separations at Foothill Boulevard/Grand Avenue (LRT only), U.S. Route 66 (LRT only), San Dimas Wash, Lone Hill Avenue (LRT only); multiple channel crossings; and modifications to the existing 1- 210 undercrossing. This segment of the alignment contains an existing freight track which will be relocated and remain active during the entire construction of the Project. The Work of this segment includes interfacing with the existing operating Metro Gold Line (MGL) at the eastern end of the existing LRT and freight alignment. LRT universal crossovers are to be located west of Vermont Avenue and east of Loraine Avenue.

This segment of the Project has one center platform station in Glendora between Vermont Avenue and Glendora Avenue and one new parking lot. The Glendora station will have a pedestrian undercrossing from the station platform to the parking lot.

Gladstone Avenue to White Avenue Segment

This segment of the alignment is approximately 3.9 miles, runs mainly at-grade, and includes at-grade crossings at Gladstone Avenue, Eucla Avenue, Bonita Avenue/Cataract Avenue (freight only), San Dimas Avenue, Walnut Avenue, San Dimas Canyon Road, Wheeler Avenue, A Street, D Street, and E Street; a grade separation at Bonita Avenue/Cataract Avenue (LRT only); multiple channel crossings; and modifications to the existing undercrossing at SR-57. LRT universal crossovers are to be located east of Eucla Avenue and west of Wheeler Avenue. This segment of the alignment

contains an existing freight track that will be relocated and remain active during the entire Project.

This segment of the Project has one center platform passenger station in San Dimas (east of San Dimas Avenue), one center platform passenger station in La Verne (east of E Street), one new parking lot in San Dimas, and one new parking lot in La Verne. The San Dimas station will have an at-grade pedestrian crossing on the west end of the station platform. The La Verne station will have at-grade pedestrian crossings on both ends of the platform.

White Avenue to Freight/Metrolink Tie-in Segment

This segment of the alignment is approximately 1.9 miles, runs mainly at-grade, and includes at-grade crossings at White Avenue, Fulton Avenue, Garey Avenue (freight and Metrolink commuter rail only), and Towne Avenue (freight and Metrolink commuter rail only); one grade separation at Garey Avenue (LRT only), and an LRT/freight flyover at Towne Avenue; a diamond crossover located east of Fulton Avenue; an SCRRA maintenance of way facility east of Garey Avenue with connecting track to the Metrolink commuter rail tracks; and a channel crossing. This segment of the alignment contains an existing single track freight alignment and existing sidings that will be relocated and remain active during the entire Project. The Metrolink commuter rail tracks are immediately to the south of the LRT tracks in this segment and will not be disturbed with the exception of improvements to the grade crossings.

This segment of the Project has one center platform station in Pomona (west of Garey Avenue) and one new parking lot. The existing surface lot at the Metrolink station will be modified to maximize the remaining number of spaces.

Freight/Metrolink Tie-in to Montclair

This segment of the alignment is approximately 2.1 miles, runs mainly at-grade, and includes three LRT at-grade crossings at Cambridge Avenue, College Avenue, and Claremont Boulevard; two LRT grade separations, one at Indian Hill Boulevard and a second at Monte Vista Avenue; four freight/Metrolink commuter rail at-grade crossings at Cambridge Avenue, Indian Hill Boulevard, College Avenue, and Claremont Boulevard; as well as a channel crossing. This segment of the alignment contains an existing freight/Metrolink commuter rail track which will be relocated and remain active during the entire Project.

This segment of the Project has two center platform LRT stations, one in Claremont (west of College Avenue) and one in Montclair (east of Monte Vista Avenue at the existing Transit Center). The Claremont LRT and Montclair LRT stations will have at-grade pedestrian connections from both ends of the platform. The Claremont parking facility will consist of a parking structure located east of College Avenue and north of the LRT tracks as well as modifications to the existing Claremont parking lot. The new Metrolink platform will be constructed approximately 800 feet east of College Avenue with a pedestrian undercrossing that connects to the Claremont parking facility to the north and the recreational area to the south. The existing Montclair Transit Center parking lot will be reconfigured to allow space for the new LRT platform. An LRT operator layover building shall be provided. The existing Metrolink platforms will be accessed via a new pedestrian undercrossing beneath the LRT tracks. At the Montclair LRT station, the TVMs, fare gate array, TVM canopies, and emergency exit gates will be located off the platform. A pedestrian connection between the LRT and Metrolink platform will be included.



GOLD LINE FOOTHILL EXTENSION PHASE 2B2

RECOMMENDATION:

AUTHORIZE execution of Amendment No. 4 to the Funding Agreement between the Metro Gold Line Foothill Extension Construction Authority and the Los Angeles County Metropolitan Transportation Authority to reflect the allocation of \$798,000,000 of the California State Transportation Agency ("CalSTA") Transit and Intercity Rail Capital Program ("TIRCP") formula funding authorized by Senate Bill 125 ("SB125 Funds").



GOLD LINE FOOTHILL EXTENSION PHASE 2B2





Background

- > November 2022: Estimated cost of extending the line from Pomona to Montclair \$878,000,000 (\$798,000,000 attributable to costs in LA County and \$80,000,000 to costs in San Bernardino County).
- > October 2024: Metro allocated and received \$498,650,905 of the SB125 Funds; Metro has also been allocated and has not yet received an additional \$299,349,095 of the SB125 Funds.
- > Metro anticipates the \$41,000,000 of the 2018 TIRCP grant withheld when the project scope was reduced to Pomona will be allocated from CalSTA for use on the Project.
- > Due to the funding made available by SB 198 and the Metro Board action to prioritize the funding for the Project, the Authority initiated a procurement for a design build contractor.
- > The Authority is requesting the execution of Amendment No. 4 to demonstrate the financial commitment for the design build contract.



Project Funding

Metro Gold Line Foothill Extension Phase 2B Pomona to Montclair

SOURCE OF FUNDS* (In Millions)							
Transit and Intercity Rail Capital Program (TIRCP 2018) SB**	\$41.0						
SB125 FUNDS (TIRCP 2024) LA	\$798.0						
OTHER SBCTA FUNDS (SB)	\$39.0						
Total Project Funding	\$878.0						

^{*}in millions of dollars escalated to the year of the expenditure



^{**}Metro anticipates the \$41,000,000 of the 2018 TIRCP grant withheld when the project scope was reduced to Pomona will be released and allocated from CalSTA for use on the Project.

Next Steps

Upon Board approval:

> The Funding Agreement Amendment will be circulated for execution

