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

File #: 2026-0743, **File Type:** Agreement **Agenda Number:** 17.

EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 19, 2026

SUBJECT: CITY OF LOS ANGELES MASTER COOPERATIVE AGREEMENT AMENDMENT

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute the Amended Master Cooperative Agreement (MCA) between the City of Los Angeles (City) and the Los Angeles County Metropolitan Transportation Authority (LACMTA, collectively 'the Parties'), which amends the MCA executed in 2023 (Attachment A).

ISSUE

The Master Cooperative Agreement (MCA) establishes the Parties' obligations, roles and responsibilities, and processes and procedures to support the efficient, timely and safe delivery of LACMTA's transportation projects. This includes the design and construction of the rearrangements of City facilities arising from those projects. The Parties executed the current MCA <https://boardagendas.metro.net/board-report/2023-0560/> in 2023. Staff requests Board authorization for the Chief Executive Officer to execute an amended MCA that updates several aspects, most significantly by adding a process under which the City may delegate to LACMTA the authority to approve temporary traffic control plans for LACMTA's projects.

BACKGROUND

The design and construction of some transportation projects undertaken by LACMTA traverse portions of the City and require the removal, replacement, restoration, alteration, reconstruction and relocation of all or a portion of City facilities in the Right of Way. The approval of Measure M has expanded LACMTA's capital projects program and increased investment in public transportation projects, sparked ambitious public policy goals to address climate change with an emphasis on equitable public transportation solutions, and set forth aggressive project timelines. This aggressive project scheduling means the Parties must partner more efficiently to deliver projects in a more cost-effective manner.

On September 26, 1991, the City and LACMTA executed an MCA to design and construct the City facilities necessary to accommodate the development of rail transit systems and busway transit systems delivered under the Design/Bid/Build delivery method. On January 21, 2003, a subsequent

MCA for systems delivered under the Design/Build delivery method was executed. On September 30, 2020, LACMTA's CEO terminated the 2003 MCA, citing the reason being that the agreement was then 20 years old and no longer suited for the agency's desire to implement contemporary alternative delivery models for capital projects. The City then committed to negotiating a new agreement. The Parties executed the current MCA in 2023.

Since the current MCA took effect, the Parties identified refinements to improve its implementation, including a mechanism for delegated approval of traffic control plans. The City agreed, and in August of 2026 they adopted Ordinance 188966 amending the Los Angeles Municipal Code (Sec. 80.07) to allow the Los Angeles Department of Transportation to delegate its sole authority to regulate traffic within City limits to LACMTA.

DISCUSSION

The proposed amendments are intended to streamline project delivery, improve coordination between Metro and the City, and reduce administrative delays while maintaining applicable safety requirements and City oversight. The most significant amendment establishes a process through which LADOT may delegate authority to Metro to approve temporary traffic control plans and install and remove associated temporary traffic control devices for Metro construction projects. This change is intended to reduce delays associated with City approvals and provide Metro greater flexibility in managing construction activities.

Delegation would require City approval of a project-specific request and compliance with established guidelines. Metro would assume responsibility, risk, and liability for self-approved traffic control plans and associated installation and removal activities under the MCA's indemnification provisions. LADOT would retain the ability to request field checks and require adjustments to ensure compliance with applicable requirements.

The amendments also include the following changes:

1. **Streamlined Construction Coordination**: Replaces the existing Construction Traffic Management Impact Area process with a coordinated process for construction activities on designated Streets of Significance. The amendments also clarify requirements for street closures, extended working hours, advance notification, and construction staging to improve coordination of construction activities and their impacts.

2. **Updated Administrative and Review Procedures**: Clarifies project documentation and submittal requirements, including the use of the Metro-City Exchange portal, and modifies certain review periods. Specifically, the City's response period for Notices of Potential Betterment increases from five to 20 working days, and full street closure requests are no longer excluded from the standard 20-working-day Metro submittal review period.

3. **Revised Construction Oversight Procedures**: Modifies the City's review of Construction Staging Plan implementation by providing for field checks upon request rather than routinely planned reviews. This change is intended to streamline coordination while preserving the City's ability to verify compliance with applicable requirements.

Collectively, the amendments are intended to improve coordination, provide greater flexibility in managing construction activities, and reduce potential project delivery delays. The amendments do not change the MCA's existing ten-year duration provision, governance structure, issue resolution process, or allocation of betterment costs and applies to all projects regardless of the delivery method. The proposed changes are detailed in the redlined amended MCA provided as Attachment A.

The proposed amendments reflect lessons learned through implementation of the 2023 MCA and continued collaboration between Metro and the City to identify opportunities to improve project delivery. The ability to obtain delegated authority for temporary traffic control approvals represents a significant opportunity to improve construction efficiency by reducing reliance on individual City approvals for eligible activities. Combined with updated construction coordination and administrative procedures, the amendments are expected to provide Metro greater flexibility in managing construction schedules and reduce potential delays.

Importantly, these changes preserve City oversight and applicable safety requirements. Delegated authority would require City authorization, Metro would assume associated responsibilities and liabilities, and LADOT would retain the ability to verify field conditions and require corrective actions.

The amended MCA would continue to apply to the design and construction of Metro transit projects located within the City, regardless of project delivery method.

Staff recommends that the Board authorize the Chief Executive Officer to execute the amended MCA to support the timely, cost-effective, and safe delivery of Metro's transportation investments.

DETERMINATION OF SAFETY IMPACT

The recommended action has no impact on safety. The TCPs will continue to be reviewed and stamped by licensed California engineers and installed by qualified safety staff at the work locations. Under the amendment, the City retains the ability to request a field check of self-approved traffic control plans, and LACMTA will comply with LADOT field personnel recommendations where reasonable, feasible and practicable.

FINANCIAL IMPACT

There is no change to the current budgeting or funding mechanisms that have supported MCA functions in the past. Funds relevant to city department and bureau services under this MCA shall be provided under yearly LACMTA Board approved Annual Work Plans (AWP). All yearly funds identified within these AWP's have already been adopted through the respective project budgets. Since these are multiyear projects, the Project Managers and the Chief Program Management Officer will be responsible for budgeting all yearly costs.

Impact on Budget

There is no budgetary impact as the work covered by the MCA is already accounted for in the subject

Life of Project budgets.

EQUITY PLATFORM

The MCA governs the delivery of all transportation projects that traverse City boundaries. Each approved transportation project is evaluated through LACMTA's Equity Platform framework and focuses on equity outcomes. The current project list for the City will provide an estimated 42 miles of new transit and active transportation systems (pedestrian, bicycle, rail and bus) and 11 potential passenger stations within the City limits. These will occur near or within eight Equity Focused Communities (EFCs). This Board action will reduce the likelihood of transit and active transportation project delays as well as provide other tangible benefits to people travelling in the City. This includes expedited, streamlined projects that improve safety and access for multimodal users while attempting to minimize negative impacts to local communities. The MCA, as amended, continues to acknowledge equity as a shared public policy goal of the parties and includes cultural competency language regarding LACMTA's approach to the implementation of its projects for its contractors.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro’s significant investment in rail and bus transit.* Metro’s Board-adopted VMT reduction targets align with California’s statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This item supports Metro’s systemwide strategy to reduce VMT through investment activities that will improve and further encourage transit ridership. Metro’s Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

While this item does not directly encourage taking transit, it will be instrumental to expanding the Metro system. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item supports the overall function of the agency, this item is consistent with the goals of reducing VMT.

*Based on population estimates from the United States Census and VMT estimates from Caltrans’ Highway Performance Monitoring System (HPMS) data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports 4 of 5 of Metro's Strategic Plan Goals:

1. Provide high-quality mobility options that enable people to spend less time traveling;
2. Enhance communities and lives through mobility and access to opportunity;
3. Transform LA County through regional collaboration and national leadership; and
4. Provide responsive, accountable, and trustworthy governance within the Metro organization.

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This is accomplished by facilitating the streamlined and accelerated delivery of new transit capital projects, thereby expanding the system, through an updated partnership between the Parties.

ALTERNATIVES CONSIDERED

The Board could choose not to approve this recommendation. This alternative is not recommended because the executed MCA would remain in place without the amendments, and without the process for delegated approval of traffic control plans. Approval strengthens the partnership between LACMTA and the City and provides for continuity of City support for the expedited delivery of Transportation Projects.

NEXT STEPS

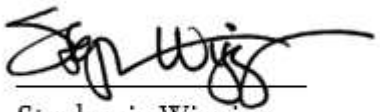
Upon Board approval of this recommendation, the City and LACMTA shall execute the amended MCA and commence training for and implementation of the revised processes for the Delegation of Authority. The form of Delegation of Authority Request Form (Exhibit 9, Part D).

ATTACHMENT

Attachment A - Master Cooperative Agreement, as amended, between the City of Los Angeles and LACMTA

Prepared by: D. Mensman, Senior Executive Officer, Program Management
M. McKenna, Deputy Chief Program Management Officer

Reviewed by:
T. Lindholm, Chief Program Management Officer
R. Sosa, Chief Planning Officer
C. Cheung, Chief Operations Officer



Stephanie Wiggins
Chief Executive Officer

AMENDED AND RESTATED MASTER COOPERATIVE AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF TRANSPORTATION PROJECTS

BETWEEN

THE CITY OF LOS ANGELES

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

~~_____ 2023~~

March 29, 2024

EFFECTIVE DATE

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~~This master cooperative agreement for the Design and Construction of Transportation Projects (as~~THIS AMENDED AND RESTATED MASTER COOPERATIVE AGREEMENT(as defined more fully ~~defined~~ in Article 12 (*Definitions and Interpretation*), this "**Agreement**") is entered into ~~by~~as of _____ by and between the City of Los Angeles (~~the~~as defined more fully in Article 12 (*Definitions and Interpretation*), **"City"**), and ~~the~~ Los Angeles County Metropolitan Transportation Authority (as defined more fully in Article 12 (*Definitions and Interpretation*), **"LACMTA"**) effective as of the last date set forth on the cover page hereto.

RECITALS

(A) The City is a chartered municipal corporation created pursuant to the California State Constitution with all the powers possible for a charter city under the constitution and laws of California, subject only to the limitations contained in the City Charter and Administrative Code or otherwise under Applicable Law. Without limiting the acknowledgement under Section 3.6(a) (*Permits*), the City's many purposes include, but are not limited to, responsibility for the coordination of any work in the Public Rights-of-Way and the related effects on businesses and residents within the City.

(B) LACMTA is a public entity created by the California State Legislature pursuant to California Public Utilities Code 130050.2 et. Seq. as the single successor agency to the Southern California Rapid Transit District and the Los Angeles County Transportation Commission, and as such succeeded to any or all of the powers, duties, rights, obligations, liabilities, indebtedness, bonded and otherwise, immunities, and exemptions of the district and its board of directors and the commission and its governing body.

(C) The Parties may cooperate under this Agreement, including early involvement activities in accordance with Exhibit 3 (*Early Involvement*), while the environmental process for a Subject Transportation Project is ongoing and acknowledge that nothing in this Agreement is intended to prejudice the City's right to participate in the environmental review process for Subject Transportation Projects.

(D) In accordance with its powers, authority, and responsibilities, LACMTA plans, designs, builds, operates, and maintains Transportation Projects that serve various cities and communities including the City. The Parties intend, by this Agreement, to facilitate the implementation of Subject Transportation Projects (including Rearrangements) located within the City or otherwise subject to the City's jurisdiction. The purpose of this Agreement is to establish a partnership between the City and LACMTA that: (i) ensures the efficient, timely and safe delivery of Subject Transportation Projects in the City through policies and procedures that clearly define the roles and responsibilities of the Parties, including with respect to the Design and Construction of Rearrangements; (ii) defines the manner in which the City and LACMTA are reimbursed or credited for Costs, and (iii) creates a governance structure that fosters a productive relationship between the Parties and that establish procedures for prompt resolution of issues. In addition, the following are shared goals of LACMTA and the City that are intended to help guide the implementation and outcomes of this Agreement:

Safety: Safety is a goal for both Parties to this Agreement. Each Party is committed to ensuring that the public's safety is addressed during and after Construction of the Subject Transportation Projects in the City, ensuring that safety remains the top priority of all staff and contractors, through all stages of Construction and thereafter, of the Subject Transportation Project.

Equity: Public transportation projects advance equity in our region by providing affordable mobility options for all residents. To support equity outcomes, the Subject Transportation Projects should strive to meet local equity objectives informed by the community and transit operators' input and be delivered in a timely manner to increase access to high-quality and affordable mobility options and with consideration of cultural competency. Cultural competency requires awareness of self, reflection on one's own cultural position and potential biases, awareness of others' positions and assumptions, and the ability to interact genuinely and respectfully with others across cultural differences. The execution of cultural competency in the delivery of Subject Transportation Projects involves implementing values and behaviors that enable cross cultural interaction, dialogue, and shared power; tools to respond effectively to diverse environments to remediate systematic denial of resources and opportunities caused by institutional prejudicial practices and policies;

and a strategy to establish reciprocal relationships that support trustworthy communication between stakeholders and the community.

Climate Action: Public transportation solutions reduce driving and related greenhouse gas emissions in our region. To support national, state, regional, and local commitments to climate action, it is essential that the Parties remain focused on on-time and expedited delivery of the Subject Transportation Projects, with consideration of the environmental, economic, and social impacts in the delivery of those Transportation Projects.

Cost Efficiency: As stewards of public resources, LACMTA and the City must work together to create efficiencies to reduce the overall cost of the Subject Transportation Projects in order to maximize the value of public funds.

Timeliness: Meeting Transportation Project deadlines is a key metric for success. Some Subject Transportation Projects are or will be grant-funded with specific deadlines; other projects impact local residents and businesses due to Construction activities; and in other cases project costs and associated risks increase with delays. This Agreement is intended to promote and facilitate efficiency and support the timely delivery of the Subject Transportation Projects.

(E) Except to the extent set out under Section 11.6(d) (*Amendments; Entire Agreement*) for those Subject Transportation Projects listed in Part A (*Subject Transportation Projects as of the Effective Date*) of Exhibit 3 (*Early Involvement*), this Agreement is intended to supersede and replace the prior master cooperative agreements entered into by LACMTA and the City: (i) with respect to projects utilizing the design/bid/build method of project delivery, dated September 26, 1991 ("**1991 MCA**"); and (ii) with respect to projects utilizing the design/build method of project delivery, dated January 21, 2003 ("**2003 MCA**") (the 1991 MCA and 2003 MCA, together, the "**Prior Cooperative Agreements**"). By a letter dated September 20, 2020, LACMTA terminated the 2003 MCA on the basis that the terms and conditions of the 2003 MCA would remain in effect until such time as a replacement agreement could be developed. The Parties acknowledge this Agreement as the replacement agreement. LACMTA utilizes and intends to utilize many different Project Delivery Methods to develop and implement its Transportation Projects, including design/bid/build, design/build, progressive design/build, public private partnerships ("**P3**"), and construction manager/general contractor ("**CM/GC**"), and the terms and conditions of this Agreement are intended to support delivery and implementation of the Subject Transportation Projects pursuant to any Project Delivery Method.

(F) On August 20, 2025, the Los Angeles City Council adopted a motion (C.F. 14-1318-S1) to amend the City Municipal Code to allow LACMTA to install and remove temporary traffic control devices.

(G) On June 10, 2026, the Los Angeles City Council approved Ordinance No. 188966 which amended the City Municipal Code Section 80.07(e)(2).

(H) Now the Parties seek to amend this Agreement to address City Municipal Code Section 80.07(e)(2) and to address typographical errors and minor inconsistencies in the Agreement.

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

1. SCOPE AND DURATION

1.1 Scope of Agreement

(a) The City and LACMTA agree to cooperate and coordinate with the other in all activities covered by this Agreement to ensure the safe, efficient, and timely delivery of the Subject Transportation Projects and in furtherance of the shared goals set out in the recitals to this Agreement.

(b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or

(c) is requested after the establishment of the Project Definition for the Subject Transportation Project.

6.4 **Cost of Betterments**

The City will be responsible for the cost of any Betterment. LACMTA shall not be responsible for the cost of any Betterment (whether or not the cost exceeds any estimates provided by LACMTA and including the cost of any mitigations included as a result of the Betterment in the final EIR/EIS). Such cost will be paid to LACMTA or credited to LACMTA in accordance with Section 8.2 (*Reimbursement and Credits to LACMTA*).

7. OPERATION AND MAINTENANCE

7.1 ~~On or about the Effective Date, the~~The Parties ~~entered into~~are actively negotiating the terms of a separate master operation and maintenance agreement to address the Parties' roles and responsibilities with respect to the operation and maintenance phase of Transportation Projects with a City-Located Section (as may be amended from time to time, the "**O&M Agreement**") and are committed to working collaboratively and in good faith to finalize and execute the O&M Agreement as soon as reasonably practicable.

7.2 The City's review and approval of Design Documentation shall not be delayed because of terms and conditions relating to maintenance of a Subject Transportation Project. For each Subject Transportation Project, the Parties shall utilize the Early Involvement Procedures and, at each stage of Design referenced in Part B (*Design Development Process*) of Exhibit 7 (*LACMTA Submittal Procedure*), the meetings held under at Section 2.4(d) (*Project Governance*), to discuss and identify any elements of the Subject Transportation Project where the operation and maintenance responsibility is not addressed in the O&M Agreement. To the extent the O&M Agreement does not address the operation and maintenance responsibility, an element of the Subject Transportation project, and the Parties are unable to reach agreement, the Parties will utilize the issue resolution procedure set out in Section 2.5 (*Issue Resolution*) and Exhibit 2 (*Issue Resolution Ladder*), and the dispute resolution procedure described in Article 10 (*Resolution of Disputes*) as required to agree on those operation and maintenance responsibilities.

8. REIMBURSEMENT AND CREDITS

8.1 **Reimbursements to the City**

(a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or the City Contractors under a Work Order in accordance with this Section 8.1 and the provisions of the applicable Work Order.

(b) LACMTA shall email a copy of each Work Order (including any modifications to a Work Order) to the Accounting Division of the Los Angeles Department of Transportation via email address, DOT.MTAWorkOrderAuthorization@lacity.org and copy each respective City department/bureau. Upon receipt of a Work Order, the City shall submit invoices for Costs incurred for work performed by the City or the City Contractors under that Work Order in accordance with this Section 8.1.

(c) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility, LACMTA will only be responsible for any Costs incurred in these activities such City Facility and will not be required to replace or compensate the City for the replacement of that City Facility.

(d) The City shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by the City or a City Contractor under a Work Order:

Days of delivery of an ADR Notice, the Dispute notified under that ADR Notice will be referred to mediation in accordance with the American Arbitration Association mediation procedures.

(b) The findings, statements, document submissions, offers of compromise or any other statements or writings made during or from any alternative dispute resolution procedure with respect to a Dispute shall not be binding on either Party or admissible in any proceeding of any kind including, when due to the nature or amount of the Dispute, settlement in accordance with the findings of the alternative dispute resolution requires final approval by LACMTA's board and/or the City Council to be binding on LACMTA or the City (as applicable), the LACMTA board and/or City Council (as applicable) must first approve the settlement in accordance with the findings of the alternative dispute resolution with respect to the Dispute.

10.3 **Costs**

Unless otherwise agreed to in any settlement, final determination or resolution of a Dispute, each Party shall be responsible for 50% of the costs of a mediation or neutral evaluation conducted in accordance with this Article 10.

11. **MISCELLANEOUS**

11.1 **Approvals; Further Documents and Actions**

(a) Any acceptance, approval, consent, permission, satisfaction, agreement, authorization, or any other like action (collectively, "**Approval**") required or permitted to be given by any Party pursuant to this Agreement or any Work Order:

(i) must be in writing to be effective;

(ii) shall not be unreasonably withheld, conditioned, or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible the changes that are required for Approval; and

(iii) shall be escalated in accordance with Section 2.5 (*Issue Resolution*) if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement or the applicable Work Order or if no time is prescribed by this Agreement or the applicable Work Order, within 20 Working Days, in each case commencing upon actual receipt by the Party from which an Approval is requested or required, of a request for Approval from the requesting Party.

(b) Delivery of a LACMTA Submittal or a request for Approval after 12:00 p.m. PST on a Working Day or on a non-Working Day will be deemed delivered on the next Working Day~~.~~:

(i) Transmittal of a LACMTA Submittal to the Bureau of Engineering electronically utilizing ~~E2020~~the MCX portal (or any alternative electronic means agreed to by the Parties during the Term) shall be deemed delivery by LACMTA for the purposes of this Section 11.1~~.~~; and

(ii) Transmittal of a LACMTA Submittal to LADOT, BSL, and BSS must be hard copy paper submissions unless the Parties otherwise agree or unless LADOT, BSL, and BSS adopt the use of an online portal.

(c) The Parties agree to execute such further documents, agreements, instruments, and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.

(d) Nothing in this Agreement is intended to supersede a Party's obligation to comply with Applicable Law. The Parties acknowledge that it is each Party's responsibility to determine what is necessary

in order for it to comply with Applicable Law in the performance of its obligations under the terms of this Agreement.

11.2 **Notices**

(a) Except where specific delivery instructions are provided for elsewhere in this Agreement, each Notice under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified by Notice to the other Party):

To the City:

~~Ted Allen~~Crystal Lee
City Engineer
Bureau of Engineering
Department of Public Works
1149 S. Broadway, Suite 700
Los Angeles, California 90015
~~ted.allen@lacity.org~~

crystal.lee@lacity.org

With a copy to:

Edward M. Jordan
~~Managing~~Senior Assistant City Attorney
Los Angeles City Attorney's Office
200 N. Main Street, Room 700
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Ted.Jordan@lacity.org

Laura Cornejo
General Manager
Department of Transportation
100 S. Main St., 10th Floor
Los Angeles, CA 90012
laura.cornejo@lacity.org

John L. Reamer, Jr.
Inspector of Public Works
Department of Public Works
Bureau of Contract Administration
1149 S. Broadway, Suite 300
Los Angeles, CA 90015
john.reamer@lacity.org

~~Barbara Romero~~Joone Kim-Lopez
Director and General Manager
Department of Public Works
Bureau of Sanitation
1149 S. Broadway, 9th Floor
Los Angeles, CA 90015
~~barbara.romero~~joone.kimlopez@lacity.org

Miguel Sangalang

Director and General Manager
Department of Public Works
Bureau of Street Lighting
1149 S. Broadway, Suite 200
Los Angeles, CA 90015
miguel.sangalang@lacity.org

Keith Mozee
Director and General Manager
Department of Public Works
Bureau of Street Services
1149 S. Broadway, Suite 400
Los Angeles, CA 90015
keith.mozee@lacity.org

To LACMTA:

~~Deputy~~ Chief Program Management Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 16th Floor
Los Angeles, California 90012
Email: Lindholmt@metro.net
Attn: Tim Lindholm

With a copy to:

~~Deputy~~ Executive Officer, Third Party Administration
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Email: cervantese@metro.net
Attn: Eduardo Cervantes

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Email: ~~lowt~~cohenjo@metro.net
Attn: ~~Teddy Low~~Joshua Cohen, Senior Deputy County Counsel

Interim Senior Executive Officer, Real Estate
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor
Los Angeles, CA 90012
Email: ~~rockwellh~~Justesenc@metro.net
Attn: ~~Holly Rockwell~~Craig Justesen

(b) Any Notice sent personally will be deemed delivered upon receipt, and any Notice sent by mail or courier service will be deemed delivered on the date of receipt as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any Notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to Section 11.2(a). Subject to Section 11.1(b) (*Approvals; Further Documents and Actions*) in the case of delivery of LACMTA Submittals and requests for Approvals, all Notices (including by email communication) delivered after **5:00 p.m. PST** will be deemed delivered on the next Working Day.

"Level 2 Decision Maker" means, with respect to each Party, the individual fulfilling the role described as a "Level 2 Decision Maker" under Exhibit 2 (*Issue Resolution Ladder*).

"**Local Return Guidelines**" means the Local Return guidelines established and published by LACMTA for the purposes of administering the Local Return programs.

"**Local Return**" means the Proposition A, Proposition C, and Measure R and Measure M Local Return programs administered by LACMTA.

"**Major Transit and Transportation Construction Traffic Management Committee**" or "**TCTMC**" has the meaning given in Section 3.7 (*Coordination of Work*).

"MCA Executive Task Force" has the meaning given in Section 2.3 (*MCA Executive Task Force*).

"MCX " means the Metro-City Exchange portal.

"Non-conforming Work" means, with respect to a Subject Transportation Project, Design work or Construction work not in accordance with the requirements of this Agreement.

"Non-Expedited Ladder" is defined in Exhibit 2 (*Issue Resolution Ladder*).

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"**O&M Agreement**" has the meaning given in Section 7.1 (*Operation & Maintenance*).

"**P3**" has the meaning given in Recital (E).

"Package" means, with respect to a Subject Transportation Project, each package of Design Documentation submitted by LACMTA or a LACMTA Contractor to the City in accordance with this Agreement.

"Partial Final Correction List" has the meaning given in Exhibit 10 (*Inspection and Acceptance Procedure*).

"Partial Final Inspection" has the meaning given in Exhibit 10 (*Inspection and Acceptance Procedure*).

"Parties" means collectively the City and LACMTA, and each a **"Party"**.

"Planning & Advanced Conceptual Engineering Phase" means, with respect to a Subject Transportation Project, the phase of the Subject Transportation Project during which Advanced Conceptual Engineering occurs and any applicable environmental approvals pursuant to the California Environmental Quality Act and/or National Environmental Policy Act are sought and that ends upon the completion of Advanced Conceptual Engineering and the grant of any applicable environmental approvals.

"**Preliminary Projections**" means, with respect to a Subject Transportation Project, information regarding the scope of activities and services that LACMTA anticipates to request from the City during the upcoming LACMTA Fiscal Year to support that Subject Transportation Project, including the estimated start and finish dates for the anticipated scope of activities and services.

"**Prior Cooperative Agreements**" has the meaning given in Recital (D) of this Agreement.

"**Procurement Documents**" means, with respect to a Rearrangement for a Subject Transportation Project, any request for proposal, invitation for bid, or other procurement documents issued or to be issued by LACMTA with respect to the Design and/or Construction of that Rearrangement or a part of the scope for that Rearrangement and including the form of LACMTA Contract and any other documents enclosed with or attached to the request for proposal, invitation for bid, or other procurement document), provided that

as of the Effective Date) of Exhibit 3 (*Early Involvement*) or identified in accordance with Section 3.1(a) (*Identification of Subject Transportation Projects*) or anticipated to involve a City-Located Section (as the context requires); or when referenced in connection with a particular Rearrangement, means the Transportation Project which necessitates such Rearrangement; provided, however, that if LACMTA enters into more than one LACMTA Contract for Construction of a particular Transportation Project, then where the context so requires, the term "Subject Transportation Project" shall refer to that portion of such Transportation Project which is being Constructed by a particular LACMTA Contractor and which necessitates such Rearrangement.

"Support of Excavation" or **"SOE"** means temporary lateral earth support systems and traffic decking utilized for the Construction of LACMTA underground transit facilities, including all appendage structures. SOE for Subject Transportation Projects is owned and maintained by LACMTA. Temporary as used here means not permanent. The duration of use of the support of excavation will be based on the needs of each Subject Transportation Project which may extend for months to multiple years. The definition of Support of Excavation does not apply to trench shoring for Utility excavations.

"Temporary Facilities" means a facility constructed for the purpose of ensuring continued service while a City Facility is taken out of full or partial service for permanent Rearrangement and/or any work on a City Facility, which will be removed or restored to its original condition after such Construction activities are completed.

"Temporary Relocation" means: (a) any interim relocation of a Utility (including the installation, removal, and disposal of the interim facility) pending installation of the permanent facility in the same or a new location; and (b) any removal and reinstallation of a Utility in the same place with or without an interim relocation.

"Term" is defined in Section 1.2 (*Duration of Agreement*).

"Traffic Control Plan" or "TCP" means a WTCP or a temporary traffic control plan.

"Traffic Control Plan Request Form" means the Traffic Control Plan Request Form in the form attached as Part D of Exhibit 9 (*Special Permitting Process*).

"Traffic Management Plan" means, with respect to a Subject Transportation Project, a plan that addresses traffic control requirements in Construction areas for the City-Located Section of the Subject Transportation Project, through a ~~worksite traffic control plan~~WTCP and along detour routes through a traffic circulation plan.

"Transportation Project" means a project undertaken by or at the direction of LACMTA pursuant to its authority under Applicable Law to design, construct, operate and/or maintain light rail, heavy rail (including subway), busway, tram, highway, high occupancy toll (HOT) lanes (including Express Lanes/Fastrak, etc.), bike path, active transportation or other forms of transportation or mobility systems and includes either a new system or to modify, alter, extend or maintain an existing Transportation Project. LACMTA has sole discretion in the interpretation of its authority under Applicable Law.

"Utility" means a privately, publicly, or cooperatively owned line, facility, or system (including municipal or government lines, facilities, and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar item, including any fire or police signal system as well as streetlights associated with any publicly-owned roadways.

"**Utility Adjustment"** means, with respect to a Subject Transportation Project, a relocation (temporary or permanent), abandonment, Protection-in-Place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, rearrangements, or modification of existing Utilities necessary to effect a condition equal to the existing Utility facilities and excluding any Betterments.

"**Utility Conflict**" means, with respect to a Subject Transportation Project, an existing Utility, which LACMTA determines requires a Utility Adjustment in order to construct, operate or maintain that Subject

Transportation Project in compliance with the final environmental impact report or statement and, subject to Section 3.6(a) (*Permits*), Applicable Law.

"Work Order" means, with respect to a Subject Transportation Project, a written and signed authorization:

(a) submitted by LACMTA to the City and accepted (or deemed accepted) by the City in accordance with this Agreement, with respect to the performance of any work, services or other activities set out under an Annual Work Plan or otherwise under this Agreement; or

(b) with respect to the performance of work by the City under a Prior Cooperative Agreement and that continues to apply to the Subject Transportation Project pursuant to Section 11.6(d) (*Amendments; Entire Agreement*).

"Working Day" means any date that is not a Saturday, a Sunday, a federal or state of California public holiday, or any other legal holiday for LACMTA employees (as adopted by the board of LACMTA) or City employees (as defined under the City of Los Angeles Charter and Administrative Code).

"Worksite Traffic Control Plan" or **"WTCP"** means a detailed plan which describes traffic control measures to be used for facilitating road user flow when a work zone temporarily disrupts normal road user flow.

12.2 **Interpretation**

(a) In this Agreement unless otherwise expressly stated:

(i) a reference to a "day" (rather than a Working Day) is a reference to a calendar day;

(ii) headings are for convenience only and do not affect interpretation;

(iii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;

(iv) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);

(v) subject to Section 12.2(a)(vi) (*Interpretation*), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form, or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;

(vi) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);

(vii) a reference to a person includes such person's permitted successors and assigns;

(viii) a reference to a singular word includes the plural and vice versa (as the context may require);

(ix) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively and the word "or" is not exclusive;

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

APPROVED AS TO FORM

DAWYN R HARRISON,
County Counsel

By:_____
~~Teddy Low~~Joshua Cohen
Senior Deputy County Counsel

"**LACMTA**"

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM

~~HYDEE FELDSTEIN SOTO~~

By: _____
Edward Jordan
Senior Assistant City Attorney

"**CITY**"

THE CITY OF LOS ANGELES

By: _____
~~Ted Allen~~Crystal Lee
City Engineer

ATTEST
By: _____
~~Holly L. Wolcott~~
Patrice Lattimore
City Clerk

(c) Any additional applicable City design criteria, specifications and requirements agreed upon by the Parties under this Section 3.6 will be included in the Project Definition as described under Section 3.11 below.

(d) Following presentation of the ACE Design Documentation and identification of the proposed Rearrangements under Section 3.2 above and the provision of information and workshops under Sections 3.6(a) and 3.6(b) above, LACMTA will submit for City review the draft scope, criteria, specifications and requirements for those proposed Rearrangements that form or are intended to form, the basis of the Procurement Documents issued by LACMTA for the applicable Subject Transportation Project and that includes the Design and/or Construction of the Rearrangement within its scope. Together with such submission, LACMTA will attach the agreed upon deviations from any City design or construction requirements. The City will review the draft scope, criteria, specifications and requirements for that Rearrangement for conceptual compliance with the City Standards identified under Section 3.5 above and otherwise for compliance with this Agreement (in each case, subject to any agreed upon deviations) and provide comments to LACMTA in accordance with Exhibit 7 (*LACMTA Submittal Procedure*). The City Project Liaison will be responsible for coordinating the submission of comments from all Reviewing Departments. The City Project Liaison will be responsible for obtaining comments that may be submitted by the Mayor's Office or an affected City Council district office.

(e) The Parties will discuss in good faith and resolve comments submitted by the City and mutually agree to the scope, criteria, specifications, and requirements for the proposed Rearrangements for inclusion in the applicable Procurement Documents. The scope, criteria, specifications, and requirements for the proposed Rearrangements for inclusion in the applicable Procurement Documents as agreed to by the Parties will be included in the Project Definition as described under Section 3.11 below.

3.7 **Construction Requirements**

LACMTA and the City will discuss in good faith the key aspects of the Construction for the Subject Transportation Project. Such elements may include:

(a) variances, full street closures and streets subject to ~~peak hour~~peak hour restrictions, extended working hours, and holiday season street closure restrictions (holiday moratorium), including discussion and identification of any required City Council approvals;

(b) instrumentation; and

(c) support of excavation requirements.

The approach to these elements agreed to by the Parties (including the affected City Council district office) will be included in the Project Definition as described under Section 3.11 below.

3.8 **Requests for City Assistance**

Without limiting additional requests in a later phase of the Subject Transportation Project, the Parties may discuss in good faith (at the request of either Party) any potential opportunities for the City to perform:

(a) Design work with respect to the Design of a Rearrangement in accordance with Section 4.1(c) (*Design Responsibilities*) of this Agreement;

(b) Construction work with respect to a Rearrangement in accordance with Section 5.1(b) (*Construction Responsibilities*) of this Agreement; and/or

(c) additional Construction work with respect to the City-Located Section of the Subject Transportation Project that is not part of any Rearrangement in accordance with Section 5.1(b) (*Construction*

Responsibilities) of this Agreement and pursuant to the procedures and subject to the requirements set out under Exhibit 5 (*City-Performed Project Work*).

It is understood that the City is not obligated to perform any of the work described in this Section 3.8 unless mutually agreed.

3.9 **Anticipated Schedule and Resourcing Requirements**

(a) LACMTA will convene a schedule workshop to present to the City the anticipated schedule for the City-Located Section of the Subject Transportation Project, including the then anticipated, and preliminary, schedule for procurement, design development, right of way acquisition, construction, testing and commissioning.

(b) LACMTA and the City will review the anticipated schedule, acknowledging it is preliminary and acknowledging that the Design Management Plan and scheduling of design package review will be established by the applicable LACMTA Contractor, and look ahead to identify resourcing requirements for the City to support the delivery of the Subject Transportation Project in accordance with the terms of this Agreement, taking into account any discussions under Section 3.8 above.

(c) LACMTA and the City will review the design review checklists set out in Part C (*Design Development Checklists*) of Exhibit 7 (*LACMTA Submittal Procedure*) and engage in workshops to agree on any variations to those design review checklists for the purposes of the Subject Transportation Project, taking into account the Project Delivery Method, schedule, and scope of the Subject Transportation Project. Any agreed upon variations to the design review checklists agreed on by the Parties will be included in the Project Definition as described under Section 3.11 below.

3.10 **Traffic Control Plan Authorization**

LACMTA will indicate on the Form of Project Definition whether LACMTA seeks to obtain approval of a Traffic Control Plan Request Form to prepare, develop, self-approve, and implement TCPs pursuant to City Municipal Code Section 80.07(e)(2) and the Guidelines for a Traffic Control Plan Request for LACMTA to Approve Traffic Control Plans as published on the MCX portal (or a mutually agreed upon publicly available City website).

3.11 ~~3.10~~ **Anticipated Interfaces and Adjacent Work**

(a) In accordance with Section 3.7 (*Coordination of Work*) of this Agreement, City will notify LACMTA of any known or anticipated Adjacent Work with respect to the Subject Transportation Project.

(b) LACMTA and the City will engage in any Adjacent Work or other interface workshop(s) to agree on the approach to coordinating design inputs and scheduling construction or other work.

3.12 ~~3.11~~ **Establishing the Project Definition**

(a) The updated details of the Subject Transportation Project and all matters agreed on under this Part C for a Subject Transportation Project will be documented by LACMTA in the form of Project Definition set out in Part E of this Exhibit 3. LACMTA will prepare and sign the Project Definition and submit it to the City for the City's review (to confirm that it reflects the agreements reached), acceptance and counter-signature.

(b) Any matters or issues not agreed on at the time of documenting and signing the Project Definition will be described in the Project Definition. Unless LACMTA has notified the City in the applicable LACMTA Project Description or otherwise in accordance with this Part C of this Exhibit 3 that such outstanding matters or issues may be agreed on at a later stage of the Subject Transportation Project based on the Project Delivery Method and schedule for that Subject Transportation Project,

Design Phase:	*Design Phase, identify the replacement LACMTA Project Liaison here.*]
City Project Liaison:	[*Include the name of the City Project Liaison identified under the Early Involvement Procedures*]
Subject Transportation Project Short Description:	[*Insert short (2-3 paragraphs) description of the project (including any updates since issuance of the LACMTA Project Description), including the project objectives*]
Subject Transportation Project URL:	[*Include a link to the LACMTA project webpage for the project where further details have been or will be posted*]
Subject Transportation Project Environmental Documents:	[*Include a link to the LACMTA project webpage for the project where the environmental documents have been or will be posted*]
Anticipated Contractual Packages and Anticipated Project Delivery Method for each Contractual Package:	[*Confirm/identify the anticipated contractual packages, for example, LACMTA retained scope, any AUR or other advanced work contractual packages, the core scope package. For each contractual package, confirm/identify the anticipated project delivery method.*]
Anticipated Funding Sources:	[*For the purposes of giving an indication of whether federal requirements will apply, confirm/identify the current anticipated funding sources (local, state, and/or federal)*]
Anticipated Schedule (Anticipated Key Milestone Dates):	[*Include a summary or attachment showing the current anticipated schedule, including the key milestones relevant to this Agreement. In particular, the anticipated dates/milestones for advertisement of the Procurement Documents, Design Phase and Construction Phase.*]
Anticipated Project ROW / City-Located Section:	[*Include a reference to the relevant drawings/ alignment definition under the environmental documents.*]
Traffic Control Plan Request Form:	*[Confirm whether LACMTA intends to submit a Traffic Control Plan Request Form to LADOT pursuant to the City Municipal Code Section 80.07(e)(2).]*
Anticipated Resourcing Needs:	[*Document any discussions regarding forward-planning for resourcing needs for the Subject Transportation Project.*]
Agreed on Scope, City Standards and other Criteria, Specifications and Requirements for the proposed Rearrangements	
Advanced Conceptual Engineering:	LACMTA and the City confirm that they have reviewed the ACE Design Documentation prepared as attached to this Project Definition as Attachment A and that comments were received and resolved as set out in Attachment B.
Rearrangement Elements:	LACMTA and the City have identified the following key Rearrangement elements as being applicable to the Subject Transportation Project and have addressed them [as set out below][in Attachment _____]: [*Describe here or in an attachment. This may include cross references to the City Standards/ scope, criteria, specifications, and requirements that form or are intended to form, the basis of the Procurement Documents referenced in other sections of the Project Definition*]

Rearrangement Elements	**Applicable Criteria**
Roadway width and alignment	
Sidewalk and parkway width	

	<table><tr><td>Hydraulics/ drainage</td><td></td></tr><tr><td>Curb ramps/ADA requirements</td><td></td></tr><tr><td>Illumination requirements</td><td></td></tr><tr><td>Bus/ rail interface and bus stops infrastructure (including the bus pad length)</td><td></td></tr><tr><td>Tree removal/ replacement condition</td><td></td></tr></table>
Scope of Rearrangements:	[*Here or by attachment or reference to the ACE, describe the conceptual scope of Rearrangements agreed*.]
Betterments:	In accordance with the Agreement, the Betterments described in the Potential Notices of Betterment, signed by the City and accepted, authorized and countersigned by LACMTA, attached under Attachment _____ to this Project Definition will be incorporated into the scope of the Subject Transportation Project, at the City's cost.
Utility Adjustments:	[*Here or by attachment, describe any Utility Conflicts already identified and any agreements reached as to the timing, approach, and roles and responsibilities for the related Utility Adjustments*.]
City Standards:	The Parties agree that the publicly available City Standards as of the date of the advertisement of the Procurement Documents will apply to the Design of the Rearrangements, subject to the following changes, additions, or deviations: [*List here or incorporate by reference to a section of the Procurement Documents*.]
Procurement Documents:	The mutually agreed on scope, criteria, specifications, and requirements for the proposed Rearrangements for inclusion in the applicable Procurement Documents is attached as Attachment _____ to this Project Definition.
Construction Requirements	LACMTA and the City have identified the following key Construction requirements as being applicable to the Subject Transportation Project and have addressed them as set out [below]/[in Attachment_____]: <table><tr><td>Variances, full street closures~~ and~~, streets subject to ~~peak hour~~peak hour restrictions, extended working hours, and holiday season street closure restrictions (holiday moratorium)</td><td>*[Here or by attachment, describe any the required variances etc. required for the Subject Transportation Project and the approach discussed, including any required City Council approvals]*</td></tr><tr><td>Instrumentation</td><td>*[Here or by attachment, describe how this will be addressed for the Subject Transportation Project]*</td></tr><tr><td>Support of excavation requirements</td><td>*[Here or by attachment, describe how this will be addressed for the Subject Transportation Project, with reference to Exhibit 8]*</td></tr></table>
Request for City Assistance:	[*To the extent Design and Construction responsibilities have been allocated to the City, describe those here*.]
Anticipated Adjacent Work	[*To the extent Adjacent Work or other interfaces (or deficiencies in existing City*

(ii) if the City will not be requested to exercise its franchise rights or any of the City's rights under Section 62.01(a) of the Los Angeles City Municipal Code, any other cooperation and coordination activities to be performed by the City in accordance with this Agreement.

Following each such meeting, LACMTA will document the agreed on timing, approach, and roles and responsibilities to be taken in accordance with this Exhibit 4 in minutes.

2.3 Following identification of Utility Conflicts within the City-Located Section under Section 1 above and agreement of the activities, roles, and responsibilities under Section 2.2 above:

(a) for any Utility Conflicts where the Parties have agreed that the City will exercise its rights under the applicable franchise agreement or Section 62.01(a) of the Los Angeles City Municipal Code:

(i) within ten Working Days of receipt of a written request from LACMTA: (A) the City will exercise its franchise rights under the franchise agreement with the applicable Utility owner by sending written notice to the applicable Utility owner instructing it to relocate or remove the conflicting Utility or perform any other Utility Adjustment at that Utility owner's expense; and/or (B) the City will send the written notice required by Section 62.01(a) of the Los Angeles City Municipal Code (as applicable);

(ii) LACMTA, with the support of the City as necessary, will request a meeting with each applicable Utility owner, to be attended by LACMTA and the City and at each such meeting with an applicable Utility owner, the attendees will discuss schedule expectations in accordance with LACMTA's Project Schedule for the City-Located Section of the Subject Transportation Project and cost reimbursement expectations;

(iii) within the time periods required under the applicable franchise agreement or Applicable Law, the City will coordinate with LACMTA to send any other written notices to the applicable Utility owner, as required under the applicable franchise agreement or Applicable Law in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict(s) and required Utility Adjustment(s);

(iv) LACMTA, with the support of the City as necessary, will submit any required project plans, Designs, and other relevant documents for the City-Located Section of the Subject Transportation Project prepared by LACMTA to each applicable Utility owner, for that Utility owner's review;

(v) all responses to reviews, comments and other correspondence relating to a Utility Conflict or the exercise of franchise or other City rights in accordance with this Exhibit from Utility owners shall be delivered in accordance with the time periods required under the applicable franchise agreement or under Applicable Law or any more stringent schedule agreed on with the Utility owner for the Subject Transportation Project. If a Utility owner delivers such correspondence to the City and fails to provide a copy to LACMTA, the City agrees to forward a copy of such responses, comments, or other correspondence to LACMTA promptly (and in any case within 5 days of receipt);

(vi) LACMTA will address any comments received from Utility owners and will submit responses to the Utility owner, with a copy to the City. If LACMTA is not permitted to submit responses directly to the Utility owner under the terms of the franchise agreement or otherwise under Applicable Law, the City agrees to transmit LACMTA's response to the Utility owner;

(vii) LACMTA, with the support of the City as necessary, shall request that each applicable Utility owner prepare Designs (including horizontal design, profiles, shoring, and ~~worksite traffic control plans~~WTCPs) for the Utility Adjustments to be performed by that Utility owner;

1.

Part C – LACMTA Notice of Potential Betterment

Date: _____

To: City of Los Angeles (City)

From: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

Subject Scope/ Scope Element: _____

LACMTA Subject Transportation Project: _____ (Project)

Pursuant to the master cooperative agreement (MCA) between the City and LACMTA, this shall serve as a formal Notice the following City comment or request with respect to the Design Documentation and/or Construction plans or work for the Project has been identified as a potential Betterment as defined in Article 6 (*Betterments*) of the MCA.

Scope of City comment or request identified as a potential Betterment (including reference number or other identification of the relevant City comment or request):

_____

_____

__

The City comment or request has been identified as a potential Betterment based on the MCA and the following justification:

- ❑ if implemented, the City comment or request would comprise an upgrade, change, or addition to a City Facility (or a part of a City Facility) that provides for greater capacity, capability, durability, appearance, efficiency, or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Project and none of the exclusions listed in the MCA apply; or

- ❑ If implemented, the City comment or request would comprise a change in or supplement to, the City Standards or other criteria, specifications, and requirements included in the Procurement Documents for that work after the date of advertisement of those Procurement Documents, and none of the exclusions listed in the MCA apply.

Details:_____

_____

__

LACMTA requests the City's response to this LACMTA Notice of Potential Betterment as set out below. In accordance with Article 6 (*Betterments*) of the MCA, if the City fails to respond within ~~five days~~20 Working Days of this LACMTA Notice of Potential Betterment, the relevant City comment or request will be escalated in accordance with Section 2.5 (*Issue Resolution*) of the MCA provided that such deemed withdrawal shall be without prejudice to the City's right to submit the Betterment under a subsequent City Betterment Request under Article 6 (*Betterments*) of the MCA.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:_____

Name: _____

Title: _____

EXHIBIT 9 SPECIAL PERMITTING PROCESS

Part A – Special Permitting Process General Requirements

1. Special Permitting Process

1.1 Pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing its Subject Transportation Project in the Public Rights-of-Way.

1.2 Without prejudice to Section 1.1 above, the Parties agree that the following will apply with respect to any Subject Transportation Project:

(a) the Designs for any Rearrangements for a Subject Transportation Project will be submitted to the City for review in accordance with this Agreement;

(b) a Special Permitting Process as set out in this Exhibit 9 shall be utilized by the Parties to expedite City review of work performed by LACMTA or a LACMTA Contractor for Transportation Projects in the Public Rights-of-Way;

(c) except for Cost reimbursement expressly provided under a Work Order and the insurance requirements under Section 9.3 (*Insurance*) under this Agreement, the City shall waive the payment of fees for the permits identified in this Exhibit 9 and will not require the payment of fees or charges or the posting of bonds for or insurance by, LACMTA or any LACMTA Contractor for, any work performed under this Agreement;

(d) LACMTA shall obtain (or shall ensure that the applicable LACMTA Contractors obtain) any permits required under this Exhibit 9 under this Agreement;

(e) the City Design and Construction requirements set out in this Exhibit 9 are in addition to the general Design and Construction requirements set out in Sections 4.2 (*Design Requirements*) and 5.2 (*Construction Requirements*) of this Agreement;

(f) the Special Permitting Process as set out in this Exhibit 9, including any City Design and Construction requirements set out in this Exhibit 9, shall not be amended or supplemented except by mutual agreement of the Parties; and

(g) the affected City Council district office(s) will be engaged as set out in Section 3.7 of Part C (*Early Involvement Procedures*) of Exhibit 3 (*Early Involvement*) to discuss any concurrence required of: any exemptions to Peak Traffic Hour restrictions (under Section 7.4 of this Part A)~~,~~; extended working hours (under Section 7.5 of this Part A)~~,~~; and the application of the exemption from holiday season restrictions required to support the cost efficient and timely delivery of Subject Transportation Projects (under Section 7.6 of this Part A) or concurrence for Temporary Full Street Closures (under Section 23 of this Part A) and Permanent Street Closures (Street Vacation) (under Section 7.4 of this Part A).

1.3 For the avoidance of doubt, if the City Metro Transit Division directs LACMTA or a LACMTA Contractor to the public counter, the special permitting process set out in this Exhibit 9 will apply. If a Utility goes to the public counter on behalf of LACMTA or a LACMTA Contractor, the special permitting process set out in this Exhibit 9 will not apply.

1.4 Any reference to the LAMC or any other City Standard in this Exhibit 9 means those City Standards that were in effect and publicly available on the date of the advertisement of the applicable Procurement Documents and that are applicable to a Subject Transportation Project in accordance with Section 4.5 (*City Standards*) of this Agreement.

Upon mutual agreement with a private property owner, LACMTA or LACMTA Contractor may assist the private property owner with processing Revocable Permits from the City for a non-standard improvement in the Public Rights-of-Way within the project limits of Subject Transportation Project.

If a Revocable Permit is not obtained by the time of the City's acceptance through the issuance of a Statement of Final Completion, LACMTA or LACMTA Contractor shall Design the non-standard improvement according to City Standards or the item shall be removed.

A Revocable Permit is not required if the non-standard improvement is identically reconstructed consistent with the pre-existing conditions.

5.4 **City Communications Facilities**. The relocation of any conflicting underground City communications facilities shall be done by employing intercept-style manholes at both ends of every conflicting communications conduit segment in question, directly on the alignment of existing conduit segment(s), and beyond the area of the conflicting communications facilities.

5.5 **Utility Rearrangements**. Utility rearrangement plans shall include Utility design plans, design profiles, and composite utility sheets. Composite utility sheets shall be for reference purposes only and shall identify all existing and abandoned and propose utilities in the subject area listing Utilities ownerships, size, material offset and relevant as-built number for a City Utility.

5.6 **City Owned Pipes/ Conduits near Rails** This Section 5.6 applies to existing pipe/conduits that are City Facilities and which the City and LACMTA determine are so situated as to require Rearrangement in order for LACMTA to construct, operate, or maintain a Subject Transportation Project without adversely impacting the City's ability to maintain that City Facility. Where such a Conflicting Facility:

(a) runs parallel to the tracks of a Subject Transportation Project the Conflicting Facility will be rearranged to a location away from the Project Right-of-Way to allow for placement of a shoring at a minimum of 9' horizonal distance from the outside rail to the edge of shoring closest to the rail.

(b) crosses the tracks of a Subject Transportation Project, which shall be encased with pipes under railroad tracks per City Stormdrain Design Manual Figure G 613B, 10' from the outside rail on both sides and under the trackway. Any deviation from the agreement between the Parties shall be escalated in accordance with Section 2.5 (*Issue Resolution*) of the Agreement.

in each case, in accordance with the applicable City Standards or LACMTA's design criteria, whichever applies the most stringent standard for the Rearrangement. If it is not practicable to Rearrange the Conflicting Facility as described in this Section 5.6, the Parties may mutually agree that the Rearrangement of the Conflicting Facility can remain. If a Conflicting Facility is not Rearranged as required under this Section 5.6 and remains in the Project Right-of-Way after the City has issued a Statement of Partial Completion, LACMTA shall pay all City maintenance costs associated with the Conflicting Facility, provided that LACMTA will not be required to pay any City maintenance fees where the Parties have agreed that no Rearrangement is required. Any deviation from the agreement between the Parties shall be escalated in accordance with Section 2.5 (*Issue Resolution*) of the Agreement.

6. Construction Staging Plans

6.1 General Requirements

(a) LACMTA or ~~the~~ LACMTA ~~Contractors~~Contractor shall develop a construction staging plan ("**Construction Staging Plan**") for any Construction work to be performed within the Public Rights-of-Way.

(b) The City acknowledges that Construction work for a Subject Transportation Project to be performed by LACMTA or ~~the~~ LACMTA ~~Contractors~~Contractor within the Public Rights-of-Way may be performed progressively under multiple contractual packages and the Construction Staging

Plans described in this ~~Exhibit 9~~Exhibit 9 may, therefore, be prepared for each contractual package or for a portion of such Construction work.

(c) A Construction Staging Plan shall provide, among other things, for:

(i) the handling of vehicular and pedestrian traffic, cyclist access and circulation on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (~~worksite traffic control plans~~WTCPs and temporary traffic signal plan);

(ii) accessible routes for pedestrians with physical disabilities in compliance with Applicable Law;

(iii) actions to maintain access to businesses, schools, and residences adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the Traffic Management Plan;

(iv) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions; and

(v) the street lighting construction staging plans and traffic management plans as set out in Sections 6.2 and 6.3 below.

(d) The City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and agrees to impose only the minimum requirements for traffic management planning and Construction sequencing that are necessary in order to provide for public health and safety (including pedestrian and vehicular safety), and functionality (including public and business access and circulation).

6.2 **Traffic Control Plan Requests**

Pursuant to Subsection (e) of Section 80.07 of Division B, Chapter VIII of the City Municipal Code, LACMTA may install temporary traffic control devices and later remove such devices that LACMTA has placed within the City, subject to LACMTA's compliance with the provisions in this Section 6.2 and the mutually agreed upon Guidelines for a Traffic Control Plan Request for LACMTA to Approve Traffic Control Plans as published on the MCX portal (or a mutually agreed upon publicly available City website):

(a) If LACMTA seeks to prepare, develop, self-approve, and implement a TCP, LACMTA must submit the Traffic Control Plan Request Form set out in Part D of Exhibit 9 (*Special Permitting Process*) to the City for approval prior to the implementation of a TCP.

(b) LACMTA shall assume the responsibility, risk and liability in accordance with Section 9.1 (*Indemnity*) for the implementation of the self-approved TCPs, including LACMTA's installation and removal of traffic control devices. LACMTA agrees to defend, indemnify, and hold the City harmless from all liability arising out of LACMTA's installation and removal of its temporary traffic control devices. Upon request from LADOT, LACMTA shall issue a Work Order for LADOT to perform a field check to confirm the implementation of the TCPs. LACMTA shall comply with LADOT field personnel recommendations for the implementation of TCPs where reasonable, feasible and, practicable.

6.3 **Nature of Traffic Control Plan Authorizations**

If LACMTA submits a Traffic Control Plan Request Form for a Transportation Project to the City and the City approves the Traffic Control Plan Request Form, LACMTA or LACMTA Contractor shall have the authorization pursuant to City Municipal Code Section 80.07(e)(2) to install and remove temporary traffic

control devices in the Public Rights-of-Way during Construction for Transportation Projects at its cost and risk as provided in Section 6.2(b).

6.4 ~~6.2~~ **Street Lighting Construction Staging Plan**

LACMTA or the LACMTA Contractors shall submit street lighting Construction Staging Plans, which shall provide, among other things, for:

(a) the safety and security at night-time of vehicular and pedestrian traffic on streets adjacent to Construction, with the street lighting Construction Staging Plans showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information; and

(b) lighting levels to maintain safe access to businesses adjacent to the Construction areas, and to ensure safe circulation for pedestrian and vehicular traffic.

6.5 ~~6.3~~ **Traffic Management Plan**

(a) LACMTA and the City may agree that a street, highway, bridge, or the other Public Rights-of-Way shall be temporarily or permanently closed for the necessity and convenience of the Subject Transportation Project. If agreed to, a Traffic Management Plan must be developed and submitted by LACMTA or the LACMTA Contractors, which shall provide, among other things, for ~~worksite traffic control plans,~~WTCPs, temporary traffic signal plans, traffic-management plans, traffic detour plans and traffic circulation plans. LACMTA or the LACMTA Contractor will submit additional traffic plans prepared by licensed civil and traffic engineers registered in the State of California for work not already addressed in the approved Traffic Management Plan for review and approval.

(b) WATCH Manual page references shall be an acceptable ~~as~~ a form of ~~traffic control plan~~a TCP and submittal.

(c) LACMTA Contractors shall notify BCA, LADOT Area District Engineer or Major Construction Traffic Management Section of any required emergency street closure.

6.6 ~~6.4~~ **Review and Implementation of Construction Staging Plans**

(a) LACMTA ~~(~~or ~~the relevant~~ LACMTA Contractor ~~(as applicable))~~ must submit each Construction Staging Plan to the City for review in accordance with Exhibit 7 (*LACMTA Submittal Procedure*).

(b) LACMTA ~~(~~or ~~the relevant~~ LACMTA Contractor ~~(as applicable))~~ may update a Construction Staging Plan after it has been approved by the City and must promptly submit each updated Construction Staging Plan to the City for review in accordance with Exhibit 7 (*LACMTA Submittal Procedure*).

(c) LACMTA must, and must ensure that ~~the~~ LACMTA ~~Contractors~~Contractor, implement and comply with each Construction Staging Plan which has been submitted to the City and which has been approved under Exhibit 7 (*LACMTA Submittal Procedure*).

7. **Work In Streets**

7.1 **General Requirements**

(a) The Parties acknowledge that the City has the duties of supervising, maintaining, and controlling streets, highways, and the other Public Rights-of-Way. Accordingly, LACMTA shall give the

LADOT, BCA and StreetsLA ten Working Days' advance written Notice where Construction work is to be performed in the Public Rights-of-Way for approved street, traffic lane, or sidewalk closures.

(b) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the Public Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be compromised by such work.

(c) If LACMTA or the LACMTA Contractor fails to perform any Construction work within the Public Rights-of-Way in accordance with the Final Design and/or Construction Staging Plans approved (or deemed approved) by the City under this Agreement, then upon written Notice of the non-compliance from the City, LACMTA must cure or must ensure that the LACMTA Contractor cures, the non-compliance.

(d) LACMTA or LACMTA Contractor shall post signage of approved street closures seven Working Days in advance of the street closures.

(e) LACMTA or LACMTA Contractor shall post public notification signage of street parking restrictions three Working Days in advance of the restriction.

(f) Where LACMTA or a LACMTA Contractor are performing Construction work on a part of the Public Rights-of-Way that is required for use or access for a special event, as agreed to by the Parties, LACMTA or the LACMTA Contractor shall be responsible for restoring that part of the Public Rights-of-Way to create safe vehicular and pedestrian access during the special event.

~~7.2 **Transit and Transportation Construction Traffic Management Impact Area**~~

7.2 **Coordinated Streets of Significance**

LACMTA or LACMTA Contractor shall ~~submit a Notice to the City to establish a TCTMC Impact Area, as applicable, and designate a representative to interface with TCTMC members and applicants. LACMTA or LACMTA Contractor shall respond to TCTMC applicant requests for coordination within three Working Days and work in good faith to coordinate and resolve any construction and traffic control conflicts.~~coordinate with BCA and the Reviewing Departments to identify the impacts of Construction of certain Transportation Projects on streets of significance as previously identified in the City Municipal Code 62.250 and collaborate with the City to strategically address the impacts efficiently. To the extent the City formally adopts a streamlined approach to the coordination regarding streets of significance, LACMTA or LACMTA Contractor shall comply with the City-adopted process to manage the Construction impacts of certain Transportation Projects.

7.3 **City Communication Facilities**

Construction of replacement conduit segments, inner ducts, and manholes that bypass the conflicting conduit segments shall be done prior to relocation of the communications cables. In addition, relocation/installation work of communications cables that carry live production traffic shall be scheduled during a maintenance window, in order to minimize system downtime and minimize the City network traffic disruption.

7.4 **Peak Traffic Hours**

Unless an exemption for a Subject Transportation Project is agreed to in the Project Definition or otherwise approved by the City, LACMTA and LACMTA Contractors shall comply with the Peak Traffic Hour Restrictions set out in the LAMC Section 62.61. Peak Traffic Hours are Monday through Friday, 6:00am to 9:00am and 3:30pm to 7:00pm. As set out in Section ~~1.2(g)~~1.2(g) of this Part A, LACMTA will confer with the affected City Council district.

7.5 **Extended Working Hours**

The Parties acknowledge that extended working hours (beyond the windows contemplated in the City's adopted and published ordinances limiting work hours) and including holiday or weekend working may be necessary to facilitate efficient and timely Construction and operation of a Subject Transportation Project. The Parties will agree to such working hours following joint review of the schedule and activities to be carried out by LACMTA and ~~the~~ LACMTA Contractors. If a change is required to the agreed upon working hours, the Parties will negotiate in good faith to agree to such change. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district office.

7.6 **Holiday Season Street Closure Restriction**

LACMTA or LACMTA Contractor shall not be subject to holiday season restrictions on the issuance of permits for work-in-streets in commercial shopping areas during the Construction (including the performance of advance Utility Adjustments) of a Subject Transportation Project. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district office.

7.7 **Building Material Permits**

LACMTA or LACMTA Contractors shall comply with LAMC 62.45-55 as it relates to install materials or equipment on the sidewalk or street. The City shall issue permits for street and sidewalk closure adjacent to Construction on the LACMTA properties.

7.8 **Parking of Personal Vehicles**

Unless the Parties otherwise agree, LACMTA personnel and LACMTA Contractors may not utilize a Public Rights-of-Way authorized for closure to park personal vehicles.

7.9 **Street Damage Restoration Fee**

LACMTA and LACMTA Contractors shall comply with LAMC 62.02 and pay the fee, if applicable. LACMTA shall not be subject to Street Damage Restoration Fee if LACMTA and LACMTA Contractors perform work within the street paving limits. If LACMTA and LACMTA Contractors perform work outside of the street paving limits, LACMTA and LACMTA Contractors shall pay the Street Damage Restoration Fee or extend the street paving limits. LACMTA or LACMTA Contractor shall pay the Street Damage Restoration Fee directly to BOE and not through the Work Order process.

8. **Temporary Facilities**

8.1 **LACMTA Facilities**

Temporary Facilities may be necessary to facilitate Construction of a Subject Transportation Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by the City for any Construction-related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, the City shall first approve in writing the availability, location, and duration of the Temporary Facilities, with the City's approval not to be unreasonably withheld. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless LACMTA and the City agree to some other arrangement.

8.2 **City Facilities**

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the Rearrangement in its

speed and loading per the American Association of State Highway and Transportation Officials Load and Resistance Factor Design, latest edition adopted by Caltrans with applicable California Amendments.

15.2 The decking surface shall have a minimum dynamic friction factor of 0.35 for skid resistance as measured by California Test Method No. 345, and a minimum static friction factor of 0.60 for slip resistance as measured by American Standards for Testing Materials C1028 to provide safe operating conditions for vehicular and pedestrian traffic under both wet and dry conditions.

15.3 The decking surfaces shall be tested for dynamic and static friction values by the City's Department of General Services for compliance with established standards as necessary. The end ramp profiles, methods of anchorage, decking/street drainage provisions shall be submitted to the BOE. Temporary curb installations shall be submitted to the BOE for approval and shown on the LADOT ~~Traffic Control Plan~~TCP for reference.

15.4 The decking surface conditions shall be installed and maintained per City Standard.

16. **Interruptions**

16.1 The Parties acknowledge that certain components of the work in a City-Located Section will require interruption of the City services. The Parties will agree upon a plan for any such interruptions and, subject to City approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before the City services are interrupted.

16.2 LACMTA will notify affected parties, including residents, businesses, Council office, and other elected officials in advance of scheduled interruptions and will cooperate with the City to minimize interruption of the City services and resulting disruptions, provided that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate this request.

17. **Inspection**

The Parties agree that all inspections of Rearrangements shall be performed in accordance with Exhibit 10 (*Inspection and Acceptance Procedure*).

18. **As-Built Drawings**

LACMTA shall maintain a set of "as-built" plans of Rearrangements performed by LACMTA during Construction. Redline mark-ups for temporary lighting systems, traffic signal systems, and other City Facilities shall be submitted to the City within 15 days after completion of Construction of Replacement Facilities. Upon completion of the Rearrangement work, LACMTA shall provide the City with reproducible electronic and full size paper hard copies of “as-built” drawings showing all Replacement Facilities installed within 75 days after completion of the work on permanent sewers, storm drains, streetlights, utility relocations, bridges over or tunnels under public ways, landscaping, street trees, transit furniture, traffic signals, striping/signage and other City Facilities. LACMTA acknowledges the City may make as-built drawings for sewers and storm drains available to the public electronically and in hard copy formats.

Los Angeles Sanitation & Environment

19. **Sanitary Sewer Line and Storm Drains**

19.1 LACMTA and LACMTA Contractors shall comply with Applicable Law for the discharge and testing of excess water into the City storm drain system.

19.2 LACMTA Contractors shall be responsible for notifying LASAN Clean Water Conveyance Divisions (**"CWCD"**) at least ten Working Days' notice prior to performing any work on operating City sewers or storm drains.

22. **Low Impact Development**

(a) LACMTA shall comply with the applicable components set out in LAMC Section 64.72, consistent with current stormwater and safety practices, the current MS4 permit, and the policies established by the local Vector Control Districts, County Health Department, and Watermasters. No additional Low Impact Development (**"LID"**)/stormwater requirements shall be imposed as a condition of approval.

(b) LID elements shall be installed outside the Public Rights-of-Way and will be operated and maintained by LACMTA or LACMTA Contactor.

(c) Voluntary Green Stormwater Infrastructure installed in the Public Rights-of-Way shall be performed under a Revocable Permit, and shall be operated and maintained in perpetuity by the adjacent property owner.

Los Angeles Department of Transportation

23. **Temporary Full Street Closures**

LACMTA or LACMTA Contractor shall perform temporary full street closures in accordance with the agreed upon requirements set out in the Project Definition for each Subject Transportation Project. LACMTA or LACMTA Contractor shall submit all required documentation in accordance with Section ~~6.3~~6.5 (*Traffic Management Plan*) of this Exhibit 9. Plans for temporary full street closures shall be submitted at least 60 days prior to the proposed closure date. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district office.

24. **Permanent Street Closures (Street Vacation)**

If mutually agreed, a street, highway, bridge, or other Public Rights-of-Way can be permanently closed for the necessity of a Subject Transportation Project. Upon notification of a proposed permanent street closure, the City, as requested by LACMTA, shall initiate the appropriate proceedings for approval and shall establish the necessary conditions for the permanent closure and vacation of the street. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district.

Los Angeles Bureau of Street Lighting

25. **Street Lighting**

25.1 The Rearrangement of existing street lighting systems maintained or under the jurisdiction of the City (which may include the installation of new street lighting systems depending on illumination standards under the City Standards), may be necessary for the Construction, operation, and maintenance of a Subject Transportation Project or as part of a Rearrangement of another Conflicting Facility. Provided that LACMTA's Designs for any such Rearrangement of street lighting systems have been approved by the City, the City hereby consents to all removals, temporary installations, interruptions to existing lighting systems, reinstallation of existing lighting systems, and installation of new lighting systems, in accordance with those approved Designs. Any changes to Design must be completed in accordance with the Section 4.6 (*Changes to Design*) under this Agreement.

25.2 The Designs for affected street lighting systems maintained by or under the jurisdiction of the City, must be submitted to the City Bureau of Street Lighting for review and approval 20 days prior to the commencement of Construction on an existing street lighting system and in accordance with Part B (*Design Development Process*) of Exhibit 7 (*LACMTA Submittal Procedure*) to ensure compliance with the applicable City Standards and requirements.

25.3 Except as mutually agreed to by the Parties, all lighting systems maintained by or under the jurisdiction of the City and within the Project Right-of-Way, in addition to all street lighting in the vicinity of the Project

Special Permitting Process (SPP) Permits, Fees, and Charges	
	limits. If LACMTA and LACMTA Contractors perform work outside of the street paving limits, LACMTA and LACMTA Contractors shall pay the Street Damage Restoration Fee or extend the street paving limits. LACMTA or LACMTA Contractor shall pay the Street Damage Restoration Fee directly to BOE and not through the Work Order process.
Sewerage Facilities Charges (SFC) (*for permanent connections*)	LACMTA shall be responsible for the payment of the sanitary and sewer fees and charges set out in this section, where applicable, unless LACMTA is approved to discharge designated water types to the City storm drain system.
Temporary Sewer Facility Usage Fee (TFUF) *(for temporary connections)*	
Sewer Service Charges (SSC)	
Sewer Capacity Availability Request (SCAR)	
Holiday Season Street Closure Restriction	LACMTA shall identify the requested variances, full street closures and ~~peak hour~~peak hour exemptions required as established in Section 3.7 (*Construction Requirements*) of Exhibit 3 (*Early Involvement*) and this Exhibit 9.
Night Variance* **a night variance is approved by LAPD and is not subject to review and approval by BOE*	
Full Street Closures	
Peak Hour Exemptions	

Part D – Traffic Control Plan Request Form

TRAFFIC CONTROL PLAN REQUEST FORM

Pursuant to Los Angeles Municipal Code ("**LAMC**") Section 80.07(e)(2), the Los Angeles Metropolitan Transportation Authority ("**LACMTA**") may install and remove temporary traffic control devices within the City pursuant to the terms of the Amended and Restated Master Cooperative Agreement ("**MCA**") (C-145298).

Important Notice:

(1) This Traffic Control Plan Request Form must be completed and properly submitted to the City in accordance with the terms of the MCA and the Guidelines for a Traffic Control Plan Request for LACMTA to Approve Traffic Control Plans, which are published on the Metro-City Exchange (**MCX**) portal, for LACMTA to request authority to install and remove temporary traffic control devices that LACMTA has placed within the City pursuant to LAMC Section 80.07(e)(2).

(2) If the City (through its Los Angeles Department of Transportation) approves the Traffic Control Plan Request Form for LACMTA to review and self-approve the implementation of temporary traffic control plans and Worksite Traffic Control Plans ("**TCPs**") for a Subject Transportation Project. LACMTA must ensure that:

(a) the TCPs comply with Applicable Law and City Standards;

(b) the TCPs are reviewed by a registered Traffic Engineer in the State of California or by a Professional Traffic Operations Engineer certified by the Institute of Transportation Engineers;

(c) if a LACMTA representative is registered as a Traffic Engineer or Civil Engineer, the LACMTA representative must sign and approve the TCPs; and

(d) the TCPs are signed and stamped by a Civil Engineer registered in the State of California.

(3) Any approved Traffic Control Plan Request Form allowing LACMTA to review and self-approve TCPs under City Municipal Code Section 80.07(e)(2) shall terminate upon the issuance of a Statement of Final Completion or Notice of termination (whichever occurs first) issued by a Party, subject to the completion of any existing obligations.

PROJECT IDENTIFICATION	
Name of Subject Transportation Project:	
LACMTA Project Number:	
Date of Project Definition:	
Requested Start Date of Traffic Control Plan Request:	

LACMTA CONTACT INFORMATION	
LACMTA Project Manager / LACMTA Project Liaison:	Name:
	Email:
	Phone:
LACMTA Engineer: (24/7 / emergency)	Name:
	Phone:

SUBMITTED BY LACMTA	
Name of LACMTA Representative:	
LACMTA Representative Signature:	
LACMTA Representative Title:	
Date of Submission:	

APPROVED BY LADOT	
Approver Signature:	
Approver Name:	
Approver Title: (LADOT General Manager/Designee)	
Approval Date:	

EXHIBIT 10- INSPECTION AND ACCEPTANCE PROCEDURE

1. **Facility Requirements for Inspection Personnel**

1.1 LACMTA shall provide a secure Field Office for each Subject Transportation Project for the City Inspector (and any engineering and inspection staff supporting the City Inspector in performing its roles and responsibilities under this Exhibit 10, to the extent that such supporting staff are reasonably required to be located at the Field Office) until the City Inspector issued the Statement of Final Completion.

1.2 LACMTA shall ensure the Field Office is furnished and contains one machine to print, scan, complete double-sided copying of 11" x 17" sheets in color. LACMTA shall be responsible for providing a reasonable amount of paper products, trash receptacles and drinking water for City staff.

1.3 LACMTA shall ensure the Field Office is regularly cleaned and maintained.

2. **General Requirements for Completion of Work**

2.1 City and LACMTA agree that all Rearrangements will conform to the applicable City Standards (as described in Section 4.5 (*City Standards*) of this Agreement) as they relate to inspection, sampling, and testing of City Facilities. LACMTA agrees to require adherence to such City Standards by the LACMTA Contractors performing any Rearrangements.

2.2 Notwithstanding City inspection or approval of any Construction of a Rearrangement, all work performed by either Party for Construction of a Subject Transportation Project shall be subject to LACMTA inspection and final approval. LACMTA may also inspect the Construction of Rearrangements to ensure that the work has been performed in accordance with the approved Designs and the terms of the applicable LACMTA Contract(s).

2.3 All Rearrangements performed by LACMTA or a LACMTA Contractor shall be inspected by the City. Such inspection services shall be authorized by LACMTA under an appropriate Work Order. The City shall provide inspectors dedicated to the Subject Transportation Projects who will be available throughout Construction of a Subject Transportation Project, at LACMTA's expense and as needed to support the Project Schedule for the Subject Transportation Project, to observe and inspect the Rearrangement of City Facilities so that upon completion of Construction, the City will have a basis for acceptance of the work. The City's inspectors shall cooperate and coordinate with the LACMTA Project Liaison and the applicable LACMTA Contractor(s).

2.4 The ~~City's~~City's inspection shall also include planned field reviews for compliance with Construction Staging Plans, including the Traffic Management Plans and self-approved TCPs. Inspection will involve the verification of the safety and adequacy of vehicular and pedestrian access and circulation immediately adjacent to the Construction area, and maintenance of appropriate access to directly affected businesses, as provided for in said plans.

2.5 All City Inspectors shall submit copies of daily written inspection reports as requested to LACMTA, each within 24 hours after the subject inspection. The City will remove and replace any City Inspector within 5 Working Days after LACMTA's request by Notice, for cause. If the City does not agree that there is cause for LACMTA's request, the issue may be escalated under Section 2.5 (*Issue Resolution*) of this Agreement.

2.6 At the inspections performed under this Exhibit 10, each Party shall inform the other in writing of any deficiencies or discrepancies in any work discovered in the course of such inspection. The City will provide immediate verbal notice of nonconformance to the LACMTA Project Liaison (or to such other LACMTA staff as may be designated by the LACMTA Project Liaison), followed by a written nonconformance notice delivered to the LACMTA Project Liaison not later than 24 hours after discovery. Likewise, LACMTA will provide immediate verbal notice of nonconformance in the Construction of a Rearrangement or City-Performed Project Work to the City Project Liaison (or to such other City staff as may be designated

Amendment to the Master Cooperative Agreement with the City of Los Angeles

Executive Management Committee

November 19, 2026

Metro

Recommendation

Recommendation:

AUTHORIZE the Chief Executive Officer to execute the Amended Master Cooperative Agreement (MCA) between the City of Los Angeles (City) and the Los Angeles County Metropolitan Transportation Authority (LACMTA, collectively 'the Parties'), which amends the MCA executed in 2023 (Attachment A).

Metro

Background

On September 26, 1991, the City and Metro executed an MCA to design and construct transit systems within the public Right of Way delivered under the Design/Bid/Build method.

On January 21, 2003, a subsequent MCA for systems delivered under the Design/Build delivery method was executed. On September 30, 2020, Metro's CEO terminated the 2003 MCA, reasoning that the agreement was then 20 years old and no longer fit the agency's desire to utilize alternative delivery models for capital projects.

The City and Metro then negotiated a new agreement, executing the current MCA in 2023.

Metro

Updates

The proposed amendments are intended to streamline project delivery, improve coordination between Metro and the City, and reduce administrative delays. The most significant amendment establishes a process by which LADOT delegates Metro authority to approve temporary Traffic Control Plans for our construction projects. This change is intended to reduce delays associated with City approvals and provide Metro greater flexibility in managing construction activities.

Other amendments:

- **Streamlined Construction Coordination** - Replaces the current process with a better coordinated process for construction activities on designated Streets of Significance
- **Updated Administrative and Review Procedures** - Clarifies project documentation and submittal requirements and modifies certain review periods
- **Revised Construction Oversight Procedures** - Provides for field checks upon request rather than routinely planned reviews which will streamline coordination while preserving the City's ability to verify compliance

Metro

Next Steps

- Execute the updated Master Cooperative Agreement
- Transmit the newly signed copy to the City of Los Angeles for City Council ratification and Mayor concurrence
- Implement the new procedures for TCPs per already agreed upon policies and guidelines

Metro